# **DOCUMENT REGISTRATION AGREEMENT (THREE OR MORE PARTIES)**

**BETWEEN:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(hereinafter referred to as the “Purchaser’s Solicitor”)

**AND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “Vendor’s Solicitor”)

**AND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “Lender’s Solicitor”)

**AND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “Fourth Party’s Solicitor”)

**RE:** \_\_\_\_\_\_\_\_\_\_ (the “Purchaser”) purchase from \_\_\_\_\_\_\_\_\_\_ (the “Vendor”) of

\_\_\_\_\_\_\_\_\_\_ (the “Property”) pursuant to an agreement of purchase and sale dated

\_\_\_\_\_\_\_\_\_\_ amended from time to time (the “Purchase Agreement”) scheduled to be

completed on \_\_\_\_\_\_\_\_\_\_ (the “Closing Date”)

**AND RE:** \_\_\_\_\_\_\_\_\_\_ (the “Lender”)’s loan to the Purchaser pursuant to a mortgage commitment

(the “Commitment”) dated \_\_\_\_\_\_\_\_\_\_ in connection with the property

**AND RE:** \_\_\_\_\_\_\_\_\_\_ (the “Fourth Party”)’s \_\_\_\_\_\_\_\_\_\_ [transaction type, for example, discharge of a private mortgage] dated \_\_\_\_\_\_\_\_\_\_ in connection with the property

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| --- | --- |
| Holding deliveries in escrow | FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby undertake and agree as follows:  1. The Vendor’s Solicitor, the Purchaser’s Solicitor, [the Fourth Party’s Solicitor] and the Lender’s Solicitor shall hold all funds, keys and closing documentation exchanged between them (the “Requisite Deliveries”) in escrow, and *shall* not release or otherwise deal with same except in accordance with the terms of this Agreement. Each of the Vendor’s Solicitor, the Purchaser’s Solicitor, [the Fourth Party’s Solicitor] and the Lender’s Solicitor have been authorized by their respective clients to enter into this Agreement. Once the Requisite Deliveries can be released in accordance with the terms of this Agreement, any monies representing payout funds for mortgages to be discharged shall be forwarded promptly to the appropriate mortgage lender.[[1]](#footnote-1) |
| Advising of concerns with deliveries | 2. Each of the parties hereto shall notify the others as soon as reasonably possible following their respective receipt of the Requisite Deliveries (as applicable) of any defect(s) or deficiencies with respect to same. |
| Selecting Solicitor(s) Responsible for Registration | 3. The Purchaser’s Solicitor shall be responsible for the registration of the Electronic Documents defined in Schedule A (the “Electronic Documents”) unless the box set out below indicating that a different solicitor will be responsible for the registration of one or more of the Electronic Documents has been checked. For the purposes of this Agreement, the solicitor responsible for the registration of the first document listed in Schedule A shall be referred to as the “Registering Solicitor” and the other solicitors shall be referred to as the “Non-Registering Solicitors”.  □ Vendor’s Solicitor/Lender’s Solicitor/Fourth Party’s Solicitor will be registering  □ all the Electronic Documents  □ the [discharge of a private mortgage] only\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| No release until all parties have authorized | 4. Each of the solicitors shall advise the others when it is in possession of the Requisite Deliveries and shall authorize the Registering Solicitor in writing (or by such other method as agreed upon by the solicitors) to release the Electronic Documents for registration. In particular, any solicitor proposing to register the discharge(s) of a mortgage or mortgages after the registration of the Electronic Documents shall notify the other parties that he/she is irrevocably authorized to register the discharge(s) of mortgage(s). But the Registering Solicitor shall not release any of the Electronic Documents for registration unless and until all of the solicitors have authorized the release of Electronic Documents for registration. |
| Responsibility of Non-Registering Solicitors  And  Release of Requisite Deliveries by Non-Registering Solicitors | 5. The Non-Registering Solicitors shall, upon their receipt and approval of the Requisite Deliveries (as applicable), electronically release for registration the Electronic Documents unless otherwise provided in paragraph 3 above and shall thereafter be entitled to release the Requisite Deliveries from escrow forthwith following the earlier of:  a) the registration of the Electronic Documents;  b) the closing time specified in the Purchase Agreement unless a specific time has  been inserted as follows [\_\_\_\_\_\_\_\_\_\_ a.m./p.m. on the Closing Date] (the  “Release Deadline”, and provided that notice under paragraph 8 below has not  been received; or  c) receipt of notification from the Registering Solicitor of the registration of the  Electronic Documents.  If the Purchase Agreement does not specify a closing time and a Release Deadline has not been specifically inserted the Release Deadline shall be 6:00 p.m. on the Closing Date. |
| Responsibility of Registering Solicitor | 6. The Registering Solicitor shall, subject to paragraphs 3 and 8 of this agreement, on the Closing Date, following his/her receipt and approval of the Requisite Deliveries (as applicable), register the documents listed in Schedule “A” annexed hereto (referred to in this agreement as the “Electronic Documents”) in the stated order of priority therein set out, as soon as reasonably possible once same have been released for registration by the Non-Registering Solicitors, and immediately thereafter notify the Non-Registering Solicitors of the registration particulars thereof by telephone or telefax (or other method agreed between the parties). |
| Release of Requisite Deliveries by Registering Solicitor | 7. Upon registration of the Electronic Documents and notification of the Non-Registering Solicitor in accordance with paragraph 6 above, the Registering Solicitor shall be entitled to forthwith release the Requisite Deliveries from escrow. |
| Returning Deliveries where Non-registration | 8. Any of the parties hereto may notify the other parties that they do not wish to proceed with the registration[[2]](#footnote-2) of the Electronic Documents, and provided that such notice is received by the other party before the release of the Requisite Deliveries pursuant to this Agreement and before the registration of the Electronic Documents, then each of the parties hereto shall forthwith return to the other party their respective Requisite Deliveries. |
| Counterparts & Gender | 9. This Agreement may be signed in counterparts, and shall be read with all changes of gender and/or number as may be required by the context. |
| Purchase Agreement Prevails if Conflict or Inconsistency | 10. Nothing contained in this Agreement shall be read or construed as altering the respective rights and obligations of the Purchaser and the Vendor, as more particularly set out in the Purchase Agreement, and in the event of any conflict or inconsistency between the provisions of this Agreement and the Purchase Agreement, then the latter shall prevail. |
| Telefaxing deliveries &Providing Originals if Requested | 11. This Agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by telefax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall also provide the original executed version(s) of same to the recipient(s) within 2 business days after the Closing Date, unless the recipient(s) has (have) indicated that he/she/they do(es) not require such original copies. |
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|  |  |

Dated this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Name/Firm Name of Vendor’s Solicitor Name/Firm Name of Purchaser’s Solicitor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Person Signing Name of Person Signing

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Signature)

Name/Firm Name of Lender’s Solicitor Name/Firm Name of Fourth Party’s Solicitor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Person Signing Name of Person Signing

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) (Signature)

***Note: This version of the Document Registration Agreement (Three or More Parties) was posted to the Law Society Website on November , 2017. The use of this document is recommended where there are three or more parties involved in the transaction and each party is represented by their own lawyer.***

SCHEDULE “A”

ELECTRONIC DOCUMENTS

1.

2.

3.

4.

1. Solicitors should continue to refer to the Law Society of Upper Canada practice guidelines relating to recommended procedures to follow for the discharge of mortgages. [↑](#footnote-ref-1)
2. For the purpose of this Agreement, the term “registration” shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office. [↑](#footnote-ref-2)