

# SINGAPORE ACADEMY OF LAW (CONVEYANCING MONEY) GUIDANCE NOTES 1/2024

For Purchasers and Vendors under the Conveyancing and Law of Property (Conveyancing) Rules 2011 and the Singapore Academy of Law (Conveyancing Money) Rules 2011.

The guidance notes and forms prescribed with effect from 2 January 2024.

DATED THIS 31<sup>st</sup> DECEMBER 2023



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These guidance notes are prepared solely for the Conveyancing Money Service offered by the Singapore Academy of Law (SAL). It should be read together with the Conveyancing and Law of Property (Conveyancing) Rules 2011 and the Singapore Academy of Law (Conveyancing Money) Rules 2011.

# PART A – OVERVIEW

A1 SAL is one of the entities appointed to hold conveyancing money by virtue of the Conveyancing and Law of Property (Conveyancing) Rules 2011. This overview is a brief summary to help Purchasers and Vendors understand SAL Conveyancing Money Service. As always, you should consult your solicitors if you have any questions.

#### Acronyms Used

Acronym	Meaning
V	Vendor / Seller(s) of property
Р	Purchaser(s) / Buyer(s) of property
VS	Vendor's / Seller's Solicitor or Lawyer
PS	Purchaser's / Buyer's Solicitor or Lawyer
OTP	Option to Purchase
S&P	Sale and Purchase Agreement
SAL	Singapore Academy of Law
SLA	Singapore Land Authority
ePI system	Electronic Payment Instruction System

A2 The following acronyms will be used throughout this document:

#### The Service

- A3 The terms of the SAL Conveyancing Money Service shall be governed by the Conveyancing and Law of Property (Conveyancing) Rules 2011 and the Singapore Academy of Law (Conveyancing Money) Rules 2011.
- A4 SAL will be holding two types of Conveyancing Money:
  - (a) stakeholding deposit; and
  - (b) conveyancing money (other than stakeholding deposit) (i.e. P's or V's money to be used towards the sale and purchase of a property).



#### **Stakeholding Deposit**

- A5 For stakeholding deposit refers to the option deposit, usually 4% to 9% of the purchase price less the option fee.
- A6 Both the P and the V must appoint SAL as stakeholder. This shall be **agreed by all parties** to the OTP or S&P before any Stakeholding deposit is paid into SAL's bank account.
- A7 The appointment of SAL must be clearly stated by adding a recommended Stakeholding clause (see Annex C) in the OTP or S&P for the property.
- A8 A Pay-In Form (refer to Part C below) signed by both P & V and their solicitors must be submitted to SAL. The appointment of SAL must be clearly stated by adding a recommended Stakeholding clause (see Annex C) in the OTP or S&P for the property.
- A9 Payment in of the Stakeholding deposit is usually done by V or his solicitor into any of SAL's designated bank account as stated in the SAL Pay-In Form.
- A10 SAL will only release the Stakeholding deposit when instructed by both P&V (or their solicitors) via the SLA ePI form latest by the cut-off time on the Expected Date of Collection (which is usually the completion date).
- A11 Payment to Category A<sup>1</sup> payees will require only 1 "signatory" of the party who chose to deposit the conveyancing money with SAL. Payment to Category B and C payees will require the 'signatory' of both PS and VS.

#### **Conveyancing Money (other than stakeholding deposit)**

A12 Other than the stakeholding deposit, P or V can also pay to SAL other types of conveyancing money related to the sale and purchase of property in Singapore:

For example:

- P can pay in the Balance of the Purchase Price, any GST or stamp duties payable in respect of a conveyancing transaction.

- V can also pay in conveyancing money to SAL. An example when this may occur is when there is a shortfall in the sale proceeds.

- A13 For **conveyancing money** that the P or V wishes to deposit with SAL, the P or V must:
  - (a) complete the relevant sections of the Pay-In Form; and
  - (b) submit the Pay-In Form (refer to Part C below) signed by the requesting party (P/V and their solicitors).
- A14 Payment in of such conveyancing money shall be performed by either P, V or their solicitors to SAL's designated bank account.
- A15 SAL will only release such conveyancing money when instructed by both PS & VS via the SLA ePI form latest by the cut-off time on the Expected Date of Collection (which is usually the completion date).
- A16 Payment to Category A<sup>2</sup> payees will require only 1 "signatory" of the party who chose to deposit the conveyancing money with SAL. Payment to Category B and C payees will require the 'signatory' of both PS & VS.

<sup>&</sup>lt;sup>1</sup> Please see the Singapore Academy of Law (Conveyancing Money) Rules 2011 for definition of Category A, B and C Payees.

<sup>&</sup>lt;sup>2</sup> Please see the Singapore Academy of Law (Conveyancing Money) Rules 2011 for definition of Category A, B and C Payees.



# PART B – PROPERTY TYPE

- B1 There are some restrictions to the conveyancing money which SAL will hold. SAL's Conveyancing Money Service does not apply to any S&P:
  - (a) to which the Housing Developers Rules (Cap. 130, R 1), the Sale of Commercial Properties Rules (Cap. 281, R 1), the Housing and Development (Design-Build-And-Sell Scheme — Form of Contract) Rules 2006 (G.N. No. S 508/2006) or the Executive Condominium Housing Scheme Regulations (Cap. 99A, Rg 1) apply; or
  - (b) for the collective sale of 2 or more immovable properties, whether pursuant to Part VA of the Land Titles (Strata) Act (Cap. 158) or otherwise.
- B2 Conveyancing money relating to refinancing, tenancy agreements or CPF money will not be held by SAL.

# PART C – FORMS TO USE

- C1 The following forms are to be used when appointing SAL as stakeholder to the stakeholding deposit or appointing SAL to hold other conveyancing money:
  - (a) When ePI system is in operation:
    - (i) For payment in, use SAL Pay IN Form (PIF8) and its variation form
    - (ii) For payment in, use **Form 8A Pay IN** (see sample at Annex A2) to be scanned and attached to PIF8
    - (iii) For payment out, use Pay OUT Form A (POA) and its variation form
    - (iv) For payment out, use Pay OUT Form BC (POBC) and its variation form
  - (b) When ePI system is down or not available:
    - (i) For payment in, use **Form 8 Pay IN** (see sample at Annex A1)
    - (ii) For payment out, use Form 9 Pay OUT (see sample at Annex B)



# PART D – PROCEDURES FOR PAYMENT IN AND PAYMENT OUT

#### Payment In Procedures

D1 SAL accepts cheque or cashier's order. Payment can also be made by electronic fund transfer directly to SAL's bank accounts as follows:

S/N	Bank	Bank Code	Branch Code	Account No.	SWIFT CODE
1	DBS Bank Ltd	7171	033	033-017637-6	DBSSSGSGXXX
2	OCBC Bank Ltd	7339	501	501-399919-001	OCBCSGSGXXX
3	UOB Bank Group	7375	001	101-300-711-5	UOVBSGSGXXX

- D2 The conveyancing money shall be paid and accompanied with the Pay-In Form, to SAL not less than 14 days before the date SAL is required to pay out any part of the conveyancing money to any authorised payee.
- D3 Steps for payment in by cheque or cashier's order
  - (a) Have the cheque or cashier's order made payable to 'Singapore Academy of Law'.
  - (b) To ensure proper credit to the right property unit address, write the following information on the deposit slip (available from the Stakeholding Services of SAL) and at the back of the cheque or cashier's order:
    - (i) Property Unit Address;
    - Transaction File Reference Number: This reference number for a specific sale and purchase transaction **must** be the same as the transaction file Reference Number (maximum 16 characters) stated in the Pay-In Form; and
    - (iii) Name of Solicitor's Firm and Contact Number.
  - (c) Present the cheque or cashier's order with the duly completed deposit slip at any of the participating banks.
  - (d) Obtain the customer's copy of the validated bank deposit slip from the bank teller after depositing the cheque or cashier's order.
- D4 Steps for payment in by electronic fund transfer
  - (a) Obtain SAL's bank account number and prepare the application to transfer the conveyancing money into SAL's bank account.
  - (b) To ensure proper credit to the right property unit address, the following information should also be reflected on the electronic fund transfer application form/letter:
    - (i) Property Unit Address;
    - (ii) Transaction File Reference Number: This reference number for a specific sale and purchase transaction **must** be the same as the transaction file Reference Number (maximum 16 characters) stated in the Pay-In Form; and
    - (iii) Name of Solicitor's Firm and Contact Number.



#### Where to obtain the Pay-In Form

- D5 The Form 8 PAY IN form can be downloaded from SAL's website (<u>https://www.sal.org.sg</u>).
- D6 The "SAL Pay-IN Form (PIF8)" can be accessed via the SLA ePI system.

#### Submission of Pay-In Form

- D7 A Pay-In Form must be submitted to SAL no later than the day the said sum of conveyancing money is deposited into SAL's bank account. The transaction file reference no. (maximum 16 characters) required in the Pay-In Form is crucial in order for SAL to match the deposit.
- D8 Parties are advised to submit the Pay-In Form to SAL before the payment in of any conveyancing money. The early submission of the Pay-In Form is important for SAL to access relevant information relating to the payment in of money. This will enable SAL to confirm the receipt of the conveyancing money sooner.
- D9 The following table summarises the steps relating to the preparation and submission of the Pay-In Form to SAL:

Action / Activity Required	Types Of Money Paid In			
	Stakeholding Deposit	Other Conveyancing Money		
Who to prepare Pay-In Form / variation Pay-In Form?	VS	The solicitor of the party paying in the money		
Who to submit?	VS	The solicitor of the party paying in the money		
To attach Covering Letter?	Required for manual form. Not required for ePI form	Required for manual form. Not required for ePI form		
Who to sign on the Pay-In Form?	P and his solicitor and V and his solicitor	The party paying in the money and his solicitor		
Letter of Appointment required?	Only if P or V could not sign on the manual Form 8 Pay IN or Form 8A Pay IN	Only if the party paying in the money could not sign on manual Form 8 Pay IN or Form 8A Pay IN		
Any need to send copy of the Pay-In Form to the other party to the S&P?	Yes	Yes		

D10 SAL Reference No. will be assigned to each Pay-In Form. Additional service fees are payable if SAL is required to create a new SAL Reference No. for different sums of money paid into SAL by different parties.



#### Submission of Pay-In Form (Con't)

- D11 Bank charges relating to the fund transfer or other costs relating to the deposit into SAL's bank accounts are to be borne by the party depositing the money into SAL's bank accounts.
- D12 Pay-in instructions submitted using 'SAL Pay IN Form (PIF8)' via the SLA ePI system must be accompanied by Form 8A PAY IN. P and V must sign on the manual "Form 8A Pay IN" to indicate their appointment of their solicitors. The solicitors can also submit their specimen signatories via the Form 8A, which is to be attached to the PIF8 before it is submitted to SAL via the ePI system.

#### **Payment Out Procedures**

#### Where to obtain the Pay-Out Forms

- D13 The ePI Pay-Out Forms/Variation Pay-Out Forms must be used to submit pay-out instructions to SAL.
- D14 An account with SLA is required for submission of the ePI forms.
- D15 In the event that the ePI system is down, the manual Pay-Out Form (Form 9 Pay OUT) may be used to submit pay-out instructions. The manual "Form 9 Pay OUT" can be downloaded from the SAL website (https://www.sal.org.sg).

#### **Categories of Payees**

D16 Conveyancing money deposited into SAL's bank account can be paid out to several categories of payees. Please refer to the Singapore Academy of Law (Conveyancing Money) Rules 2011 for the definitions of the Category A, Category B and Category C payees.



#### Which ePI forms to use and how to submit amendments

D17 There are different forms in the ePI system to cater for payment to different categories of payees. The following table summarises the ePI Pay-Out Form to be used for pay-out instructions and the endorsement and counter-signing required for the different types of conveyancing money paid in to SAL.

	Original/	Stakeholding Deposit		Vendor's Conveyancing Money			Purchaser's Conveyancing Money			
Category Of Payee	Variation Instructions	ePI Form to use	Prepare & Endorse by	Counter- sign by	ePI Form to use	Prepare & Endorse by	Counter- sign by	ePI Form to use	Prepare & Endorse by	Counter- sign by
	Original	POBC	VS	PS	POA	VS	NA	POA	PS	NA
A	Variation: Add/ Amend payee	POBC	VS	PS	POA	VS	NA	POA	PS	NA
	Variation: Delete payee/ Amend amount	POBC	VS	NA	POA	VS	NA	POA	PS	NA
	Original	POBC	VS	PS	POBC	VS	PS	POBC	PS	VS
В	Variation: Add/ Amend payee	POBC	VS	PS	POBC	VS	PS	POBC	PS	VS
	Variation: Delete payee/ Amend amount	POBC	VS	NA	POBC	VS	NA	POBC	PS	NA
	Original	POBC	VS	PS	POBC	VS	PS	POBC	PS	VS
С	Variation: All	POBC	VS	PS	POBC	VS	PS	POBC	PS	VS

Note:

- PS Purchaser's Solicitor, VS Vendor's Solicitor, NA Not Applicable. (1)
- POA ePI Pay-Out Form A
- (2) (3) POBC - ePI Pay-Out Form BC
- Where an individual who acts in person is required to countersign a POBC or POBC variation to enable the (4) conveyancing money to be paid from SAL, he may do so in the presence of an authorised officer of the SLA, or in any other manner as may be agreed by SAL.
- Where an entity which acts in person is required to countersign a POBC or POBC variation to enable the (5) conveyancing money to be paid from SAL, an authorised signatory of the entity may do so in the presence of an authorised officer of the SLA, or in any other manner as may be agreed by SAL.

(9) Other than the ePI Pay-Out Forms, there is no need to submit any other documents to SAL.

<sup>(6)</sup> Please also refer to Annex D to this Instruction entitled "Submitting Pay-Out Form via ePI system to SAL" on how to complete the POA and POBC for submission to SAL.

<sup>(7)</sup> POBC is to be used for payment out of stakeholding deposit to Category A payees. POBC have to be endorsed and counter-signed by both the PS and VS before they are submitted to SAL.

Variation form duly signed / counter-signed (where applicable) shall supersede the instructions set out in the Pay-Out (8) Form that was previously submitted for the same SAL Reference No.



#### When ePI System is down – Manual forms to use and submission of documents

- D18 Use manual Pay-Out Forms downloaded from SAL's website (https://www.sal.org.sg) only when the ePI system is down.
- D19 There is only one manual version of Pay-Out Form (Form 9 Pay OUT). This same manual form can be used for payment out to all different categories of payees. When using manual Form 9 Pay OUT to submit variations to pay-out instructions submitted earlier, please tick the relevant box to indicate that this is a variation instruction. A cover letter is to be attached when submitting manual forms to SAL. The latest copy of duly completed Form 9 Pay OUT, endorsed and counter-signed will supersede older versions of the Form 9 Pay OUT.
- D20 The following table shows the endorsement and counter-signing required for the different types of conveyancing money paid into SAL when the manual Pay-Out Form 9 Pay OUT is used to give SAL instructions regarding payment out of the money deposited with SAL:

		Stakeholding Deposit		Veno Convey Mor		Purchaser's Conveyancing Money	
Category of Payee	Original∕ Variation Form 9 Pay Out	Prepare & Endorse by (as stated in Pay-In Form)	Counter- sign by (as stated in Pay- In Form)	Prepare & Endorse by (as stated in Pay- In Form)	Counter-sign by	Prepare & Endorse by (as stated in Pay- In Form)	Counter-sign by
	Original	VS	PS	VS	NA	PS	NA
А	Variation: Add/ Amend payee	VS	PS	VS NA		PS	NA
	Variation: Delete payee/ Amend amount	VS	NA	VS	NA	PS	NA
	Original	VS	PS	VS	PS	PS	VS
В	Variation: Add/ Amend payee	VS	PS	VS	PS	PS	VS
	Variation: Delete payee/ Amend amount	VS	NA	VS	NA	PS	NA
	Original	VS	PS	VS	PS	PS	VS
С	Variation: All	VS	PS	VS	PS	PS	VS

Note:

PS - Purchaser's Solicitor, VS - Vendor's Solicitor, NA - Not Applicable (1)

Manual forms are to be signed by PS and / or VS accordingly and accompanied by a cover letter.

(2) (3) Party submitting the form is to send a copy of the form to the other party in the conveyancing transaction.

(7) Other than the Pay-Out Forms, there is no need to submit any other documents to SAL.

<sup>(4)</sup> Signatories on the Pay-Out Form to tally with that indicated on the specimen signatories on/attached to the Pay-In Form.

If specimen signatories were not previously given by the solicitors at the time of submission of Pay-In Form to SAL, (5) the parties / solicitors submitting the manual Pay-Out Form to SAL will have to sign the Pay-Out Forms at the SAL Stakeholding Services within the counter opening hours, after SAL's officers have checked their NRIC / Passport.

<sup>(6)</sup> Variation form duly signed / counter-signed (where applicable) shall supersede the instructions set out in the Pay-Out Form that was previously submitted for the same case.



#### Partial payment out

D21 If only a portion of the amount held by SAL is to be paid out, parties will have to indicate on the ePI Pay-Out Form that this is an interim payment under "Status of Transaction". SAL will continue to hold any remaining money until all the amount has been paid out.

#### Submission deadline for Pay-Out instruction

- D22 The parties are to submit the Pay-Out Forms, before the closing hours, **at least 3 working days** before the Expected "Date of Collection" indicated on the Pay- Out Form. This will be the Normal Service provided by SAL.
- D23 Pay-Out Forms/Variation Pay-Out Forms given to SAL **less than 3 working days** or latest by the morning of the "Date of Collection" will be treated as **Express Service** where additional Express Service fee applies.
- D24 Please refer to the table below for the cut-off-time for Normal and Express Services:

S/N	Pay-Out Instruction Submission Cut- Off-Time / Date	Cheque / Co Collect Date / Time	Other Remarks
1	Normal Service: By 4.30pm, at least 3 working days before the Expected Date of Collection	On Expected Date of Collection: 2.30 p.m.—5.30 p.m.	Collection after 4.30
2	Express Service A – By 12.30pm on Expected Date of Collection	On Expected Date of Collection: 5.00 p.m.—5.30 p.m.	p.m. and before 5.30 p.m. shall be by appointment only.
	Express Service B – By 4.30pm, less than 3 working days before the Expected Date of Collection	On Expected Date of Collection: 4.30 p.m.—5.30 p.m.	

D25 The Expected Date of Collection indicated on the Pay-Out Form **shall exclude** the eve of New Year, Chinese New Year and Christmas for **Express Service A** listed in the table above.

#### Mode of payment

- D26 All payment out by SAL will be by SAL's cheques. SAL will only buy cashier's order (CO) for payment to the Vendor's mortgagee bank.
- D27 SAL will not buy demand draft or perform electronic fund transfer for any payment out of the conveyancing money.



#### Collection of cheque / CO from SAL

- D28 A Payment Advice and Payment Voucher will be attached to every cheque/CO to be collected from SAL. The Payment Advice and Payment Voucher will indicate the relevant SAL Reference No. The SAL Reference No. is a unique number which SAL would have assigned upon receiving the Pay-In Form. The P and V or their solicitors will be able to match the SAL Reference No. against the Payment In Report.
- D29 Only allow the authorised agent may collect the cheque/CO from SAL.
- D30 An authorised agent refers to:
  - the name of a person and NRIC/Passport No. stated in the manual Form 9 Pay OUT under "Collection Details" or in the ePI Pay-Out Form under "Additional Information for Appointed Bank/Entity";
  - (b) the Law Firm's existing authorised agent as lodged with SAL; or
  - (c) the name of a person and NRIC/Passport No. stated in a letter (given on the Law Firm's letterhead) presented to SAL on the date of collection of cheque/CO.
- D31 The following table shows the authorised agent for the type of conveyancing money paid in:

Type of Money	Collecting Party
Stakeholding Deposit	Authorised agent from VS
P's Conveyancing Money	Authorised agent from PS
V's Conveyancing Money	Authorised agent from VS

D32 P or V can collect the cheque/CO due to them at SAL's Stakeholding Services counter after presenting their NRIC / Passport to SAL for verification.



# PART E – SERVICE FEES

E1 All fees mentioned hereinafter are inclusive of the goods and services tax chargeable under the Goods and Services Tax Act (Cap. 117A) ("GST").

#### Fees

- E2 Normal Service fee of \$163.50 (inclusive of GST) is payable at the point of time when the parties submit the Pay-In Form to SAL. Fees can either be paid by cheque made payable to "Singapore Academy of Law" or via electronic fund transfer to SAL's DBS Account 033-003312-5.
- E3 Express Service fee of \$109.00 (inclusive of GST) is payable if the submission of the pay-out instructions and its variation form is less than 3 working days before the Expected Date of Collection. This fee will be payable at the time of collection of the cheque/CO from SAL. Cheque/CO will not be released if the fees are not paid. Please refer to Annex E for examples on submission of Pay-Out Forms, collection date and fees payable.
- E4 The parties to pay the fees are as follows:

		Type of Money
	Stakeholding Deposit	P's or V's Conveyancing Money
Who to pay fee to SAL	By default – to be paid by V	To be paid by the party who deposits the conveyancing money to SAL

E5 Tax invoice will be issued as follows:

	Type of Money					
	Stakeholding Deposit	P's Conveyancing Money	V's Conveyancing Money			
To whom SAL will issue the tax invoice to	VS/V	PS/P	VS/V			

#### Fees relating to Cashier's Order (CO) and cheques

- E6 SAL will absorb one CO fee for each Normal Service fee and each additional Express Service fee. Additional fees are payable for other services. All additional fees will be charged on a reimbursement basis (inclusive of GST where applicable). Examples of other services include:
  - (a) Purchase of additional CO
  - (b) Cancellation of CO
  - (c) Stop Payment of CO
  - (d) Replacement of cheques
  - (e) Stop Payment of cheques



#### Fees relating to Cashier's Order (CO) and cheques (Con't)

- E7 Additional fees are to be paid at the time of collection of the cheque/CO from SAL. Fees can either be paid by cheque made payable to "Singapore Academy of Law" or via electronic fund transfer to SAL's DBS Account 033-003312-5.
- E8 By default, for stakeholding deposit, the additional fee is to be paid by V. For P's or V's conveyancing money, it shall be paid by P or V respectively.
- E9 For cancellation/stop payment of CO, the requesting party shall pay for the related fee.
- E10 Stop payment of CO instructions will only be processed by SAL if acceptable evidence/reason is presented.

#### Interest earned from the conveyancing money

E11 All interest and other income derived from any conveyancing money shall belong to SAL.



# PART F – OTHER PAYMENT OUT SCENARIOS

#### When the S&P is aborted

F1 When the S&P is aborted, the parties are to complete the Pay-Out Forms to refund the conveyancing money accordingly. SAL will pay out the conveyancing money according to the duly authorised instructions given in the Pay-Out Forms.

#### Cancellation or Amendment to the Pay-Out instruction

F2 If pay-out instruction has to be cancelled or amended, after the duly endorsed instruction has been submitted to SAL via ePI system, it can be done through submission of a variation Pay-Out Form through the ePI system. Additional Express Service fee will be applicable if the amendment is served on SAL less than three working days before the Expected Date of Collection.

#### When the counter-signing party did not want to counter-sign the Pay-Out instruction

- F3 In the event the counter-signing party refuses to counter-sign the pay-out instructions for situations mentioned in Part IV of the Conveyancing and Law of Property (Conveyancing) Rules 2011, the relevant party may apply to submit the dispute for adjudication under the Scheme mentioned in the Fourth Schedule of the Conveyancing and Law of Property (Conveyancing) Rules 2011.
- F4 The Law Society will be administering an adjudication scheme for disputes arising from a party's failure to counter-sign documents, resulting in a delay in the withdrawal of conveyancing money deposited with an Appointed Entity.
- F5 The adjudication scheme helps to prevent undue delay to the conveyancing process by providing a quicker alternative to court proceedings. It is not intended to deal with substantive disputes.



# PART G - REPORTS FROM SAL

G1 Below is a summary of the reports that SAL will send to the P and V or their solicitors.

Name Of Report When It's Ready		Party Receiving
Payment In Report to P#	On/after the 7th working day after payment in and successful matching of the conveyancing money.	P or their solicitors
Payment In Report to V <sup>#</sup>	On/after the 7th working day after payment in and successful matching of the conveyancing money.	V or their solicitors
Payment Out Report to P	On/after the 7th working day after SAL's payment out of the conveyancing money to V or the payees directed by V / V's solicitor.	P or their solicitors
Payment Out Report to V	On/after the 7th working day after SAL's payment out of the conveyancing money to P or the payees directed by P / P's solicitor.	V or their solicitors

# Note:

Generation of reports will be delayed if the conveyancing money is paid in but the Pay-In Form is not promptly submitted to SAL to do the matching of the receipts in our bank accounts.

# **PART H – GENERAL INFORMATION**

#### **Submission of Manual Forms**

H1 All duly completed forms must be submitted via email to sthforms@sal.org.sg. Documents must be sent in PDF format bearing the relevant law firm stamps and accompanied by a cover letter on law firm's letterhead.

#### Address

H2 Address to collect cheque/CO:

The SAL Stakeholding Service is located at: 1 Coleman Street, The Adelphi #08-06, Singapore 179803

#### **Opening Hours of the Stakeholding Service**

H3 The opening hours of the Stakeholding Service are as follow:

Serving of Documents and Collection of Reports					
Monday to Friday	9.00 a.m.—4.30 p.m.				
Saturday, Sunday and Public Holiday	Closed				
Eve of New Year, Chinese New Year and Christmas	9.00 a.m.—12.30 p.m.				



#### Collection of Cheque/CO

H3 Cheque/CO will also be available for collection after Expected Date of Collection during the opening hours stated above.

#### Definition of "Working Day"

H4 "Working day" refers to any day from Monday to Friday which is not a public holiday.

#### Service of Notices and Documents

H5 Please quote the SAL Reference Number (when it is available) in all correspondence with SAL.

#### Notice to SAL

H6 A notice or document required to be served by a party on SAL shall be sufficiently served if received by SAL via e-mail to sthforms@sal.org.sg **no later** than the closing hour on the day the notice or document is due.

#### Notice required to be served by SAL on any party

- H7 A notice or document required to be served by SAL on any party shall be sufficiently served if:
  - (a) collected by the party or his authorised representative from the premises of SAL no later than the closing hour;
  - (b) sent by ordinary post; or
  - (c) sent by electronic mail ('email').

#### **Change of Solicitors or Other Particulars**

- H8 The P's and/or V's appointment of solicitors will be notified to SAL by way of Pay-In Form duly served by P and their solicitors and/or V and their solicitors.
- H9 If P or V appoints new solicitors to act on their behalf, P or V will have to notify SAL in writing informing SAL of the discharge of the existing solicitor and the appointment of the new solicitor. See Annex F.
- H10 The newly appointed solicitor (and its alternate authorisers) should also endorse on the new letter of appointment to SAL. See Annex F.
- H11 SAL will not accept the Change of Counter-Signatories Form via the ePI system.
- H12 If there are any changes to the address, telephone number(s), fax number(s) or other details relating to P or V or their solicitors, please write to SAL immediately, quoting the SAL Reference Number.

#### Enquiries

H13 For any enquires, please e-mail to <u>stakeholding@sal.org.sg</u>.

SAL SINGAPORE ACADEMY OF LAW				Conveyancing Money Form 8 Pay IN
Annex A1 – Form 8 Pay In				
SAL Stakeholding Service 1 Coleman Street, The Adelphi #08-06, Singapore 179803	<b>Opening Ho</b> Monday – Fri 9.00 a.m.—4 Eve of New Y 9.00 a.m.—12	day: .30 p.m. ′ear, Chinese New Year and C	Christmas:	[Please tick () only one]
Facsimile No: 63331227	Collection of By appointme	cheques/CO after 4.30 p.m o ent only.	n full working o	lays:
<ol> <li>To be served via email to sthforting</li> <li>A copy of the form is to be produced</li> <li>Incomplete form may be reject</li> </ol>	orms@sal.org.sg within the a mptly served on the other pa ed by SAL. the Conveyancing and Law ance Notes issued thereunde	er.	ement.	e Singapore Academy of Law (Conveyancing Date of Form:
Property Particulars				
Property Address:		Project Name (if applica	ble):	Mukim/TS & Lot No:
Block No. U	nit No.			
Name of Street				Singapore
Details of Payment In				
The Stakeholding Deposit/Convidentified by this Transaction Fi				
SAL Reference No. (if applicab	le):	[ I his can be either vendor's c	or Purchaser's fi	le reference number – max.16 characters]
<u>Amount</u>	Date of <u>Payment In</u>	Estimated Date of Payment Out		tick()only one] S account no. 033-017637-6 BC account no. 501-399919-001
\$			 UO	B account no 101-300-711-5
[Please tick () only one]				
The amount paid in/to be p To complete Section A, Se		<b>keholding Deposit</b> to be held on C1 & C2 [if applicable]	by SAL	
The amount paid in/to be p To complete Section A, Se				
The amount paid in/to be p To complete Section A, Se	0			
Stakeholding Service Fee				
Enclosed is the Service Fee (in	clusive of GST) of \$163.	50 [Please tick () only one]:		
By Cheque/Cashier's Orde	er*	]	By Bank T	ransfer
Bank/Cashier's Order* No.			_ ,	

## SAL SINGAPORE ACADEMY OF LAW

# Conveyancing Money Form 8 Pay IN

#### **SECTION A**

Purchaser's Particulars	Vendor's Particulars	
Name# <u>NRIC/UEN</u>	Name <sup>#</sup> NRIC/UEN	
(1)	(1)	
(2)	(2)	
(3)	(3)	
(4)	(4)	
(5)	(5)	
Attach additional sheets if more than 5. Mailing Address:	Attach additional sheets if more than 5. Mailing Address:	
Tel: Fax:	Tel: Fax:	
Email:	Email:	
SECTION B1	SECTION B2	
Purchaser's Appointment of Solicitors	Vendor's Appointment of Solicitors	
[Please tick () only one]	[Please tick () only one]	
I/We have appointed the following firm of solicitors (refer section C1) for the purchase of this property.	to I/We have appointed the following firm of solicitors (refer to Section C2) for the sale of this property.	
I/We* are not appointing solicitors. Please correspond with u directly. I/We* confirm that I/we*, the Purchaser(s) are n under bankruptcy proceedings/winding-up proceedings/ receivership* at the date of this Notice		
By submitting this Pay-In Form, I/we* confirm that I/we* apport	pint SAL to hold the above-mentioned money. I/We* also authorise SAL	

By submitting this Pay-In Form, I/we\* confirm that I/we\* appoint SAL to hold the above-mentioned money. I/We\* also authorise SAL to receive my/our\* pay-out instruction using the Pay-Out Forms via the ePI system managed by the Singapore Land Authority (SLA). SAL can act on all instructions received via the ePI system.

Signature(s)

To be signed by **all** Purchaser(s) in the same sequence as stated in Section A. To attach letter of appointment if Purchaser(s) are unable to sign on this form and are appointing solicitors.

Company Stamp (if applicable)

Signature(s)

To be signed by **all** Vendor(s) in the same sequence as stated in Section A. To attach letter of appointment if Vendor(s) are unable to sign on this form and are appointing solicitors.

Company Stamp (if applicable)



# Conveyancing Money Form 8 Pay IN

SECTION C1	SECTION C2
Purchaser's Solicitor's Confirmation (if applicable)	Vendor's Solicitor's Confirmation (if applicable)
Solicitor's File Ref No:	Solicitor's File Ref No:
Law Firm Name:	Law Firm Name:
Law Firm Address:	Law Firm Address:
Law Firm Tel and Fax:	Law Firm Tel and Fax:
I/We* confirm that the Purchaser(s) are not under bankruptcy proceedings/winding-up proceedings/receivership* at the date of this Notice.	I/We* confirm that the Vendor(s) are not under bankruptcy proceedings/winding-up proceedings/receivership* at the date of this Notice.
I/We* confirm that we act for the Purchaser(s).	I/We* confirm that we act for the Vendor(s).
Name of Solicitor-in-Charge (SIC) / Authorised Signatory	Name of Solicitor-in-Charge (SIC) / Authorised Signatory
Signature Particulars of Alternate Authorised Signatories (AAS)	Signature Particulars of Alternate Authorised Signatories (AAS)
Name <sup>#</sup> Signature (Optional)	Name <sup>#</sup> <u>Signature</u> (Optional)
Alternate 1	Alternate 1
Alternate 2	Alternate 2
Alternate 3	Alternate 3
Law Firm Stamp	Law Firm Stamp
SECTION D1	SECTION D2
Counter-Signatory Particulars (if applicable)	Counter-Signatory Particulars (if applicable)
Law Firm Name	Law Firm Name
Name of Solicitor-in-Charge: Signature (Optional)	Name of Solicitor-in-Charge: Signature (Optional)
For Official Use	
Tax Invoice/Receipt No.: SAL Referen Amount/Cheque No.: REC	nce No.: V/P CA PI



# Conveyancing Money Form 8A Pay IN

Annex A2 -	Form	<b>A8</b>	Pay	/ In
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SAL Stakeholding Service 1 Coleman Street, The Adelphi #08-06, Singapore 179803	<b>Opening Hours</b> Monday – Friday: 9.00 a.m.—4.30 p.m. Eve of New Year, Chinese New Year and Christmas: 9.00 a.m.—12.30 p.m.	[Please tick ( ) only one] New Form Variation Form
Facsimile No: 63331227	Collection of cheques/CO after 4.30 p.m. on full working days: By appointment only.	
Letter of Appointment By Purcha [To Be Used as Attachment to the ePI S		

#### Mode of Delivery - email to sthforms@sal.org.sq

Date:	SAL Reference No. (if app	olicable):		
Property Particulars				
Property Address:			Mukim/	TS & Lot No:
Block No.	Unit No.			
Name of Street				
Project Name (if applicable)			Singapore	
Purchaser's/Vendor's* Particu	lars			
Name <sup>#</sup>	NRIC/UEN		Name <sup>#</sup>	NRIC/UEN
	NRIC/UEN	(4)	Name#	NRIC/UEN
1)	<u>NRIC/UEN</u>	(4)	Name#	<u>NRIC/UEN</u>
1) 2)	<u>NRIC/UEN</u>		Name#	<u>NRIC/UEN</u>
1) 2) 3)		(5)	<u>Name</u> #	<u>NRIC/UEN</u>
Name# 1) 2) 3) Attach additional sheets if more than Mailing		(5)	<u>Name#</u> Fax	<u>NRIC/UEN</u>

#### Purchaser's/Vendor's\* Appointment of Solicitors

I/We\* have appointed the following firm of solicitors for the purchase/sale\* of this property.

Law Firm Name

I/We\* confirm that I/we\* appoint SAL to hold the related conveyancing money for the purchase/sale\* of this property. I/We\* also authorise SAL to receive my/our\* pay-out instruction using the Pay-Out Forms via the ePI system managed by the Singapore Land Authority (SLA). SAL can act on all instructions received via the ePI system.

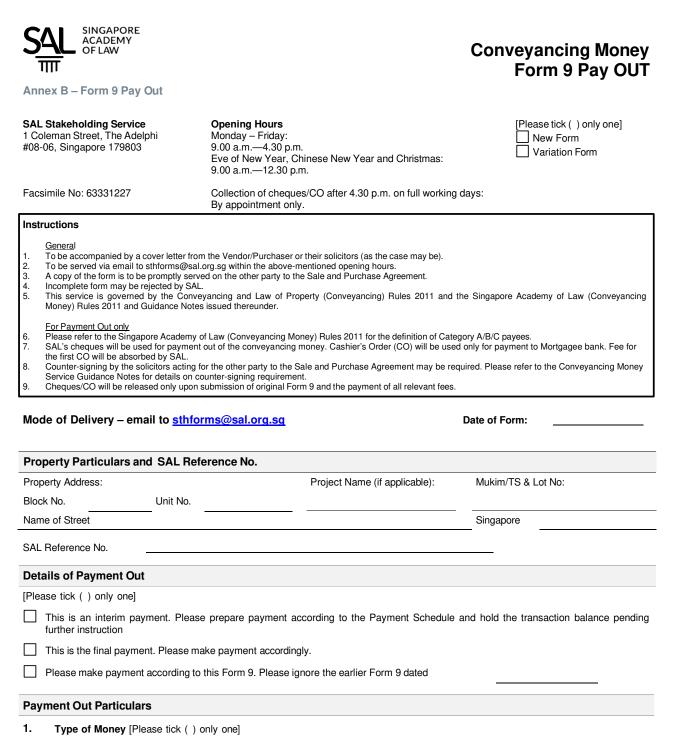
Signature(s)

Company Stamp (if applicable):

To be signed by all Purchaser(s)/Vendor(s)\* in the sequence listed above. Please state the Name and Title of the authorised signatory if it is signed on behalf of a company.



Purchaser's/Vendor's* Solicitor's Confirmation (if applicable	)
Solicitor's File Ref No.	
Law Firm Name	Law Firm Tel No.
Law Firm Address	Law Firm Fax No.
I/We* confirm that the Purchaser(s)/Vendor(s)* are not under bankrup letter. I/We* confirm that we act for the Purchaser(s)/Vendor(s)*	tcy proceedings/winding-up proceedings/receivership* at the date of this
Name of Solicitor-in-Charge (SIC) / Authorised Signatory	Signature
Particulars of Alternate Authorised Signatories (AAS)	
Name#	Signature (Optional)
Alternate 1	
Alternate 2	
Alternate 3	
Law Firm Stamp	



Stakeholding Deposit

 Signatories required from Purchaser & Vendor or their solicitors for Category A, B and C Conveyancing Money

 Signatory from Initiating Solicitor is required for Category A
 Signatories required from Purchaser & Vendor or their solicitors for Category B & C



# Conveyancing Money Form 9 Pay OUT

#### 2. Payment Schedule<sup>#</sup>

S/N	Category	Payee Name to be Written on Cheque / CO	Amount
1.	A / B / C *		\$
2.	A / B / C *		\$
3.	A / B / C *		\$
4.	A / B / C *		\$
5.	A / B / C *		\$
		Total to	be paid out \$
Balan	ce Hold Amount [After	the instruction above]	\$
Collection	Details		
2. Type of S	ervice: 🗌 Norm	Cheque/CO from SAL: al Service (No additional fee payable since more than 3 working day ess Service (Additional fee of \$109.00 inclusive of GST) By Cheque / Cashier's Order No.*	s' notice is given)
		By Bank Transfer	
3. Collecting	g Party [Please tick (	) only one]	
Type of Mor	ney	Collecting Party	
Stakeho	olding Deposit	Authorised Agent from Vendor's Solicitors' Firm	
Purchas	ser's Conveyancing M	oney Authorised Agent from Purchaser's Solicitors' Firm	
Vendor	s Conveyancing Mone	Authorised Agent from Vendor's Solicitors' Firm	
4. Authorise	<b>ed Agent(s)</b> [You may	tick () more than one]	
Name o	f Person:		NRIC:
The Lav	v Firm's existing autho	rised agent(s) as lodged with SAL	
	stating the authorism	d agent's name and NRIC No. (on the Law Firm's letterhead) will	be presented to SAL on the date of

A letter stating the authorised agent's name and NRIC No. (on the Law Firm's letterhead) will be presented to SAL on the date of collection.



# Conveyancing Money Form 9 Pay OUT

Confirmation of Instructions – To be signed by Purchaser and/or Vendor or their Solicitors			
[Please tick ( ) only one]		[Please tick () only one]	
payees stated above I/We* confirm that th payees stated above	ne sale and purchase is aborted and the are in order.	payees stated ab I/We* confirm that payees stated ab	at the sale and purchase is aborted and the ove are in order. instructions on this form relating to payment
Signature(s)		Signature(s)	
Name of Purchaser(s)/ Solicitor-in-Charge		Name of Vendor(s)/ Solicitor-in-Charge	
Law Firm Stamp (if applicable)		Law Firm Stamp (if applicable)	
	Purchaser's Solicitors' Firm		Vendor's Solicitors' Firm
For Official Use			

For Official Use		
Tax Invoice/Receipt No:	CSC	D
Amount/Cheque No:	PO	o
REC		



#### Annex C - Recommended Clauses for Insertion Into Option Form and Sale & Purchase Agreement

### **OPTION TO PURCHASE**

1. To exercise this Option, the Purchaser shall sign at the portion of this Option marked "ACCEPTANCE COPY", and deliver this Option duly signed to the Vendor's solicitors, \_\_\_\_\_\_ at

		, Singapore
, and make payment of Singapore Dollars	(\$	), which
together with the Option Money shall constitute the "Deposit" for the purchase.	·	-

- \*The said payment of \_\_\_\_\_\_shall be in favour of the "Singapore Academy of Law" by \*\*cheque/telegraphic transfer to the [Singapore Academy of Law's designated account] excluding bank charges and deductions. The Singapore Academy of Law shall hold the said payment as stakeholder pending completion in accordance with the Singapore Academy of Law (Conveyancing Money) Rules 2011 and Instructions referred to therein.
- \*The said payment of \_\_\_\_\_\_shall be in favour of the [(name of) Vendor's solicitors' law practice CVY] by \*\*cheque/telegraphic transfer to the [bank name & account no: \_\_\_\_\_] excluding bank charges and deductions, to be held by the Vendors' solicitors as stakeholders pending completion.

\* Delete if not applicable. If both not applicable, ie money to be released to the Vendor, to delete both. \*\* Delete if not applicable.

Compliance with statutory rules, law and the Singapore Law Society's Conditions of Sale 1999

- 2. This sale and purchase is subject to the Singapore Law Society's Conditions of Sale 1999 (the "Conditions") in so far as the Conditions and the terms and conditions of this Agreement are not contrary to or in conflict with the following:
  - (a) Conveyancing & Law of Property (Conveyancing) Rules 2011 as promulgated under the Conveyancing & Law of Property Act ("Conveyancing Rules"); and
  - (b) Singapore Academy of Law (Conveyancing Money) Rules 2011 as promulgated under the Singapore Academy of Law Act (Cap 294A) (if applicable).
- 3. Where the terms and conditions of this Agreement are in conflict with the Conditions, the former shall prevail.



## SALE & PURCHASE AGREEMENT

- The Purchaser having paid the sum of Singapore Dollars (\$\_\_\_\_\_) (the "Deposit") to:
  - \*the Singapore Academy of Law by \*\*cheque/telegraphic transfer to the [Singapore Academy of Law's designated account: \_\_\_\_\_] excluding bank charges and deductions, such Deposit to be held by the Singapore Academy of Law as stakeholders pending completion herein in accordance with the Singapore Academy of Law (Conveyancing Money) Rules 2011 and Instructions referred to therein, the Vendor agrees to sell to the Purchaser the Property at the Sale Price subject to the terms and conditions hereinafter stated.
  - \*the [(name of) Vendor's solicitors law practice CVY] by \*\*cheque/telegraphic transfer to the [bank name & account no] excluding bank charges and deductions, such Deposit to be held by the Vendor's solicitors as stakeholders pending completion herein, the Vendor agrees to sell to the Purchaser the Property at the Sale Price subject to the terms and conditions hereinafter stated.

\* Delete if not applicable. If both not applicable, ie money to be released to the Vendor, to delete both.

\*\* Delete if not applicable.

#### Compliance with statutory rules, law and the Singapore Law Society's Conditions of Sale 1999.

- 2. This sale and purchase is subject to the Singapore Law Society's Conditions of Sale 1999 (the "Conditions") in so far as the Conditions and the terms and conditions of this Agreement are not contrary to or in conflict with the following:
  - (a) Conveyancing & Law of Property (Conveyancing) Rules 2011 as promulgated under the Conveyancing & Law of Property Act ("Conveyancing Rules"); and
  - (b) Singapore Academy of Law (Conveyancing Money) Rules 2011 as promulgated under the Singapore Academy of Law Act (Cap 294A) (if applicable).
- 3. Where the terms and conditions of this Agreement are in conflict with the Conditions, the former shall prevail.



# Annex D – Submitting Pay-Out Form via ePI system to SAL

Generally, the submission of pay-out form via ePI system to SAL is the same as submitting them to the Bank. For the full user guide, please refer to the ePI Guidebook available on SLA's website: <a href="https://www.sla.gov.sg/starsELS/isp/common/Help/UserGuide.isp">https://www.sla.gov.sg/starsELS/isp/common/Help/UserGuide.isp</a>

The following are guidelines on how to complete the ePI Pay-Out Form that is specific to SAL.

ACCOUNT PARTICULARS	Select "SAL" under dropdown list
1. ACCOUNT PARTICULARS 🚫	Select <u>only</u> Conveyancing account. Key in Solicitor's Firm name preparing the ePI
Appointed Bank/Entity:*	Pay-Out Forms
Conveyancing account:     CVY Cli     Conveyancing (CPF) account:     -CVY-CP	Key in the "SAL Reference No" assigned for your case. You can obtain this number from the Payment In Report given by SAL
Account No.1*	after you have paid in the money.
Party Type:*	Select Party that law firm is acting for, <i>ie</i> Purchaser or Vendor

#### PROPERTY PARTICULARS

2. PROPERTY PARTICULARS	
Transaction File Ref: <sup>*</sup> (Maximum 16 alphanumeric characters, punctuation omitted; please use CPF property reference for Conveyancing Accounts)	Key in Transaction File Ref. as indicated in Form 8 Pay IN (maximum 16 characters). See "Details of Payment In" section.

#### ADDITIONAL INFORMATION FOR APPOINTED BANK/ENTITY

#### 7. ADDITIONAL INFORMATION FOR APPOINTED BANK/ENTITY 🔅

<< Provide any additional information that the Appointed Bank/SAL requires>>

1. Law Firm is to indicate the Name and NRIC/Passport No. of their authorised agent to collect cheque/CO for this ePI in the following format:

#### Full Name and NRIC No. of Authorised Agent: XXXXX of NRIC No XXXXX

- 2. If no information is provided or the person stated in the Pay-Out Form is not available, SAL will release the cheque/CO as follows:
  - To law firm's existing authorised agent(s) as lodged with SAL; or
  - Upon receiving a letter stating the authorised agent's name and NRIC/Passport No. (given on the Law Firm's letterhead) on the date of collection

Please also see D34 of the SAL Conveyancing Money Service Guidance Notes for the default authorised agent for the different types of conveyancing money.



# Annex E – Examples on Submission of Pay-Out Forms, Collection Date and Fees Payable

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 May 11	2 May 11	3 May 11	4 May 11	5 May 11	6 May 11	7 May 11
Non-working day	Non-working day				Example 1 SAL Ref No. 1 submits POBC via ePI at 3.00 p.m.	Example 1 Non-working day
8 May 11	9 May 11	10 May 11	11 May 11	12 May 11	13 May 11	14 May 11
Example 1 Non-working day	Example 1 Working Day 1	Example 1 Working Day 2	Example 1 Working Day 3 Due for collection from 2.30 p.m.—5.30 p.m. Normal Service fee. No additional fee payable	Example 2 SAL Ref No. 2 submits POBC via ePI at 3.00 p.m.	Example 2 Working Day 1	Example 2 Non-working day
15 May 11	16 May 11	17 May 11	18 May 11	19 May 11	20 May 11	21 May 11
Example 2 Non-working day	Example 2 Working Day 2 Submits POBC variation via ePI at 1.00pm	Example 2 Non-working day	Example 2 Working Day 3 Due for collection from 4.30 p.m.—5.30 p.m. Additional Express Service fee payable	Example 3 SAL Ref No. 3 submits POBC via ePI at 12.00 p.m. Due for collection from 5.00 p.m.—5.30 p.m. Additional Express Service fee payable		

**Note:** If a Pay-Out Form is submitted after the closing hours on a working day (exclude Eve of New Year, Chinese New Year and Christmas), it will be considered as received on the next working day.



## Annex F – Sample Letter for Change in Appointment of Solicitor

#### WHAT YOU NEED TO SUBMIT:

The Purchaser or Vendor who is appointing the new solicitor will have to write in to SAL and provide the following information:

- (a) SAL Reference Number
- (b) Transaction File Reference number as indicated in Pay-In Form
- (c) Property Address
- (d) Name and NRIC of all Purchaser(s) or Vendor(s)
- (e) New Law Firm's name, address, telephone and fax number
- (f) New solicitor's file reference number
- (g) Name of Solicitor-in-Charge (SIC) and signature
- (h) Name of Alternate Authorised Signatory (AAS) and signature (if any)
- (i) Law Firm Stamp

See Sample Letter on the following page.

Note: All Purchaser(s) or Vendor(s) will have to sign on the new letter of appointment



# Sample Letter for Change in Appointment of Solicitor

To: Singapore Academy of Law Stakeholding Service

#### **RE: Change in Appointment of Solicitors**

Please refer to the above-mentioned property address and reference numbers.

I/We, the Purchaser(s) of the above-mentioned property, have discharged [Law Firm name on Form P8]. I/We have newly appointed the following firm of solicitors for this matter.

#### A. Purchaser's Particulars

No.	Name	NRIC/UEN
1.		
2.		
3.		

#### B. New Law Firm Particulars

Law Firm Name	
Address	
Telephone No.	
Fax No.	
Solicitor's File Ref.	

#### C. Particulars of Solicitor-In-Charge / Authorised Signatories

	Name	Signature
Solicitor-In-Charge (SIC)		
Alternate Authorised Signatory (AAS) 1		
Alternate Authorised Signatory (AAS) 2		
Alternate Authorised Signatory (AAS) 3		
Law Firm Stamp		

Names & Signatures / Company Stamp (if applicable) To be signed by all Purchaser(s) / Vendor(s)