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CONVEYANCING AND LAW OF PROPERTY ACT
(CHAPTER 61)

CONVEYANCING AND LAW OF PROPERTY
(CONVEYANCING) RULES 2011

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In exercise of the powers conferred by sections 73D(1), (2) and (3) and 73E(1) and (2) of the Conveyancing and Law of Property Act, the Minister for Law hereby makes the following Rules:

PART I

PRELIMINARY

Citation and commencement

1. These Rules may be cited as the Conveyancing and Law of Property (Conveyancing) Rules 2011 and shall come into operation on 1st August 2011.

Application and definitions

2.—(1) These Rules shall apply to every conveyancing transaction the agreement in respect of which is entered into on or after 1st August 2011.

(2) In these Rules, unless the context otherwise requires —

“Academy” means the Singapore Academy of Law established under section 3 of the Singapore Academy of Law Act (Cap. 294A);

“Academy’s Rules” means the Singapore Academy of Law (Conveyancing Money) Rules 2011 (G.N. No. S 392/2011);

“appointed bank” means an appointed entity which is a bank;

“appointed entity” means any entity appointed by the Minister under rule 3;

“authorised signatory” means any person who is authorised to sign or countersign any form prescribed for the purposes of these Rules;

“Authority” means the Singapore Land Authority established under section 3 of the Singapore Land Authority Act (Cap. 301);

“bank” has the same meaning as in the Banking Act (Cap. 19);

“cashier’s order” means a bank draft which is drawn by a bank on itself and is payable on demand;

“Category A payee”, in relation to any conveyancing money, means —

(a) a person to whom the conveyancing money is payable and who is —

(i) the Commissioner of Stamp Duties appointed under section 3(1) of the Stamp Duties Act (Cap. 312);

(ii) the Commissioner of Lands appointed under section 2D of the State Lands Act (Cap. 314);

(iii) the Comptroller of Income Tax appointed under section 3(1) of the Income Tax Act (Cap. 134);
or

(iv) the Jurong Town Corporation established under section 3 of the Jurong Town Corporation Act (Cap. 150);

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- (b) a conveyancing account or conveyancing (CPF) account of —
- (i) in any case where a solicitor takes over from another solicitor the conduct of the conveyancing transaction pursuant to which the conveyancing money is payable, the first-mentioned solicitor; or
 - (ii) in any case where a Singapore law practice is reconstituted as a different Singapore law practice, and the second-mentioned Singapore law practice takes over from the first-mentioned Singapore law practice the conduct of the conveyancing transaction pursuant to which the conveyancing money is payable, the second-mentioned Singapore law practice; or
- (c) in any case where the conveyancing money is in a conveyancing account or conveyancing (CPF) account maintained by a solicitor with an appointed bank, and the solicitor transfers the conveyancing money to a conveyancing account or conveyancing (CPF) account maintained by him with another appointed bank, the conveyancing account or conveyancing (CPF) account maintained by the solicitor with the second-mentioned appointed bank;

“Category B payee”, in relation to any conveyancing money, means a person to whom the conveyancing money is payable and who is —

- (a) any vendor, purchaser, assignor, assignee, lessor, lessee, licensor, licensee, landlord, tenant or existing mortgagee of the land which is the subject of the conveyancing transaction pursuant to which the conveyancing money is payable;
- (b) where any vendor, purchaser, assignor, assignee, lessor, lessee, licensor, licensee, landlord, tenant or existing mortgagee (of the land which is the subject of the conveyancing transaction pursuant to which the conveyancing money is payable) is under receivership, is a bankrupt or is in liquidation, the receiver, the Official Assignee or trustee in bankruptcy, or the Official Receiver or liquidator, as the case may be,

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- of that vendor, purchaser, assignor, assignee, lessor, lessee, licensor, licensee, landlord, tenant or existing mortgagee;
- (c) in any case where the conveyancing money is to be recovered by or paid, repaid or refunded to the Central Provident Fund Board, or to be paid, repaid or refunded to any account in the Central Provident Fund of a member of the Central Provident Fund, the Central Provident Fund Board;
 - (d) in any case where the subject of the conveyancing transaction pursuant to which the conveyancing money is payable is any land comprised in a strata title plan, the management corporation constituted under section 10A(1) of the Land Titles (Strata) Act (Cap. 158) for that strata title plan;
 - (e) in any case where the subject of the conveyancing transaction pursuant to which the conveyancing money is payable is any HDB property —
 - (i) the Housing and Development Board; or
 - (ii) the Town Council established under the Town Councils Act (Cap. 329A) for the Town (as defined in section 2 of that Act) in which the HDB property is located;
 - (f) in any case where any property tax is payable under the Property Tax Act (Cap. 254) in respect of the land which is the subject of the conveyancing transaction pursuant to which the conveyancing money is payable, the Comptroller of Property Tax appointed under section 3(1) of that Act;
 - (g) in any case where any goods and services tax is payable under the Goods and Services Tax Act (Cap. 117A) in respect of the land which is the subject of the conveyancing transaction pursuant to which the conveyancing money is payable, the Comptroller of Goods and Services Tax appointed under section 4 of that Act; or
 - (h) in any case where the subject of the conveyancing transaction is any land which passes on the death of a deceased person, and any estate duty is payable

under the Estate Duty Act (Cap. 96) on the principal value, ascertained as provided in that Act, of all property which passes on the death of that person, the Commissioner of Estate Duties appointed under section 4(1) of that Act;

“Category C payee”, in relation to any conveyancing money, means any person to whom the conveyancing money is payable who is not a Category A payee or a Category B payee;

“Central Provident Fund” means the Central Provident Fund established under the Central Provident Fund Act (Cap. 36);

“Central Provident Fund Board” means the Central Provident Fund Board constituted under the Central Provident Fund Act;

“change of counter-signatory form” means a form prescribed as a change of counter-signatory form for the purposes of these Rules;

“client account” has the same meaning as in the Legal Profession (Solicitors’ Accounts) Rules (Cap. 161, R 8);

“conveyancing account” means a bank account with an appointed bank —

- (a) maintained by a solicitor for the purpose of depositing conveyancing money; and
- (b) in the title of which the word “Conveyancing” or the abbreviation “CVY” appears after the name of the solicitor;

“conveyancing (CPF) account” means a bank account with an appointed bank —

- (a) maintained, by a solicitor appointed to act for the Central Provident Fund Board in a conveyancing transaction, for the purpose of depositing any money withdrawn from the Central Provident Fund for or in connection with the conveyancing transaction; and
- (b) in the title of which the words “Conveyancing (CPF)” appear or the abbreviation “CVY-CPF” appears after the name of the solicitor;

“conveyancing money” means all or any of the following types of money, and includes any such money which is held by a solicitor after the completion of the sale and purchase of any land, assignment of any land, or grant of a lease, licence or tenancy in respect of land, or after the surrender of a lease, licence or tenancy in respect of land:

- (a) any money payable, in the sale and purchase of any land, to account of the purchase price;
- (b) any interest payable for the late completion of the sale and purchase of any land;
- (c) any other money payable, in the sale and purchase of any land, pursuant to the sale and purchase agreement;
- (d) any money payable, in the assignment of any land, to account of any consideration for the assignment;
- (e) any interest payable for the late completion of the assignment of any land;
- (f) any other money payable, in the assignment of any land, pursuant to any agreement relating to the assignment;
- (g) any money payable, in the grant of a lease, licence or tenancy in respect of land, to account of any consideration for the lease, licence or tenancy;
- (h) any interest payable for the late completion of the grant of a lease, licence or tenancy in respect of land;
- (i) any other money payable, in the grant of a lease, licence or tenancy in respect of land, pursuant to any agreement relating to the lease, licence or tenancy, not being money payable only for repairs or improvements to the land;
- (j) any rent, licence fee or deposit payable pursuant to the grant of a lease, licence or tenancy in respect of land;
- (k) any money payable, in the surrender of a lease, licence or tenancy in respect of land, to account of any consideration for the surrender of the lease, licence or tenancy;
- (l) any other money payable, in the surrender of a lease, licence or tenancy in respect of land, pursuant to any agreement relating to the surrender of the lease, licence or tenancy;

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- (m) any goods and services tax under the Goods and Services Tax Act payable in respect of a conveyancing transaction;
 - (n) any stamp duty chargeable under section 4(1) of the Stamp Duties Act on —
 - (i) any instrument mentioned in Article 3(a), (b), (ba) or (bb) or 6 of the First Schedule to that Act; or
 - (ii) any instrument involving land mentioned in Article 3(e), (g)(i) or (h), 7 or 11(a) of the First Schedule to that Act;
 - (o) any stamp duty amounting to or exceeding \$5,000 and chargeable under section 4(1) of the Stamp Duties Act on any instrument mentioned in Article 1, 8(a), (b) or (c) or 12 of the First Schedule to that Act;
 - (p) any money disbursed by a mortgagee, for or in connection with a conveyancing transaction, under a loan secured by the grant to the mortgagee of a mortgage of or charge on the land concerned;
 - (q) any money payable to a mortgagee, for or in connection with a conveyancing transaction, to redeem any mortgage of or to discharge any charge on the land concerned;
 - (r) any money withdrawn from the Central Provident Fund for or in connection with a conveyancing transaction;

“conveyancing transaction” means the conveyance, transfer or grant of any estate, interest or right in respect of land, and includes —

- (a) the sale, purchase or assignment of any land;
- (b) the grant or surrender of a lease, licence or tenancy in respect of land; or
- (c) the grant of a mortgage of or charge on land, or the redemption or discharge thereof;

“Council” has the same meaning as in section 2(1) of the Legal Profession Act (Cap. 161);

“escrow account” means an account with a bank, or with a finance company registered under the Finance Companies Act (Cap. 108), maintained jointly by 2 or more solicitors, each of

whom acts for a party to a conveyancing transaction, for the purpose of depositing conveyancing money for or in connection with the transaction;

“escrow agreement” means an agreement between the parties to a conveyancing transaction containing the terms and conditions relating to the operation of, the deposit of conveyancing money into, and the withdrawal of conveyancing money from, an escrow account;

“Housing and Development Board” means the Housing and Development Board established under the Housing and Development Act (Cap. 129);

“HDB property” means any flat, house or other building, or any part thereof, which has been acquired by the present owner thereof from the Housing and Development Board, whether directly or otherwise;

“land” —

(a) means —

(i) the surface of any defined parcel of the earth, all substances thereunder and so much of the column of airspace above the surface whether or not held apart from the surface as is reasonably necessary for the proprietor’s use and enjoyment, and includes any estate or interest therein and all vegetation growing thereon and structures affixed thereto; or

(ii) any parcel of airspace or any subterranean space whether or not held apart from the surface of the earth and described with certainty by reference to a plan approved by the Chief Surveyor and filed with the Authority, and includes any estate or interest therein and all vegetation growing thereon and structures affixed thereto,

and where the context so permits, includes natural rights to air, light, water and support and the right of access to any highway on which the land abuts; but

(b) does not include any land in any jurisdiction other than Singapore;

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- “Legal Service Officer” means an officer in the Singapore Legal Service;
- “locum solicitor” has the same meaning as in section 2(1) of the Legal Profession Act;
- “mortgagee” includes a person granted a charge on land;
- “mortgagor” includes a person who grants a charge on land;
- “pay-in form” means a form prescribed as a pay-in form for the purposes of these Rules;
- “pay-out form” means a form prescribed as a pay-out form for the purposes of these Rules;
- “practising certificate” has the same meaning as in section 2(1) of the Legal Profession Act;
- “purchaser” means a purchaser of any land who is referred to in an agreement for the sale and purchase of that land, and includes his executor or administrator and any assignee or other successor in title of his interest in that land;
- “sign” means the application to a medium (electronic or otherwise) of a method (electronic or otherwise) used to identify a person and to indicate the intention of that person in respect of any information contained in that medium, and “signature” and “countersign” and their grammatical variations shall be construed accordingly;
- “Singapore law practice” and “Society” have the same meanings as in section 2(1) of the Legal Profession Act;
- “solicitor” means an advocate and solicitor of the Supreme Court, and includes a Singapore law practice;
- “variation pay-in form” means a form prescribed as a variation pay-in form for the purposes of these Rules;
- “variation pay-out form” means a form prescribed as a variation pay-out form for the purposes of these Rules;
- “vendor” means a vendor of any land who is referred to in an agreement for the sale and purchase of that land, and includes his executor or administrator and any assignee or other successor in title of his interest in that land.

(3) For the purposes of these Rules, a person does not receive or hold any conveyancing money by reason only that he receives or holds any cheque, cashier's order or bank draft issued in favour of the intended recipient of the conveyancing money.

(4) For the purposes of these Rules, the First Schedule shall apply, with the necessary modifications, to the assignment of any land, and the grant or surrender of a lease, licence or tenancy in respect of land, as it applies to the sale and purchase of any land.

(5) Subject to paragraphs (6) and (7), the forms prescribed for the purposes of these Rules are those set out at the Internet website of the Ministry of Law at <http://www.minlaw.gov.sg>, and any reference in these Rules to a form shall be construed as a reference to the current version of that form which is displayed at that website.

(6) Subject to paragraph (7), the forms prescribed for the purposes of Part IV are those set out at the Academy's Internet website at <http://www.sal.org.sg>, and any reference in Part IV to a form shall be construed as a reference to the current version of that form which is displayed at that website.

(7) The electronic versions of the forms prescribed for the purposes of these Rules are those set out at the Authority's Internet website at <http://www.sla.gov.sg>, and any reference in these Rules to a form shall, in the case of an electronic version of that form, be construed as a reference to the current version of that form which is displayed at that website.

Appointed entities

3. For the purposes of section 73D(3) of the Act, the Minister appoints the entities set out in the Second Schedule as entities with which conveyancing money may be deposited for the purposes of these Rules.

PART II

HOLDING OF CONVEYANCING MONEY BY SOLICITORS

General restriction on holding of conveyancing money by solicitor

4.—(1) A solicitor shall not, in the course of his employment or in the course of carrying on his trade, business, profession or vocation,

receive or hold any conveyancing money (not being anticipatory conveyancing money) on behalf of another person, except in accordance with —

- (a) an escrow agreement; or
- (b) the applicable provisions of these Rules and the Legal Profession (Solicitors' Accounts) Rules (Cap. 161, R 8).

(2) A solicitor shall not, in the course of his employment or in the course of carrying on his trade, business, profession or vocation, receive or hold any anticipatory conveyancing money on behalf of another person.

(3) Any solicitor who contravenes paragraph (1) or (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$50,000 or to imprisonment for a term not exceeding 3 years, or to both.

(4) In this rule —

“anticipatory conveyancing money” means any money deposited by a person —

- (a) for the sale and purchase of any land, to the account of the purchase price, before he has identified the land;
- (b) for the assignment of any land, to the account of any consideration for the assignment, before he has identified the land; or
- (c) for the grant or surrender of a lease, licence or tenancy in respect of any land, to the account of any consideration for the lease, licence or tenancy or for the surrender of the lease, licence or tenancy, as the case may be, before he has identified the land;

“conveyancing money” includes anticipatory conveyancing money.

Holding of conveyancing money, etc., by solicitor

5.—(1) Subject to paragraphs (2) to (6), every solicitor who receives any conveyancing money shall without delay —

- (a) pay the money into the escrow account for the conveyancing transaction which the money is received for or in connection with;
- (b) pay the money into a conveyancing account; or

(c) deposit the money with any appointed entity (not being an appointed bank).

(2) Subject to paragraph (5), every solicitor appointed to act for the Central Provident Fund Board in a conveyancing transaction shall, on receiving any conveyancing money withdrawn from the Central Provident Fund, without delay pay the money into a conveyancing (CPF) account.

(3) Where a solicitor acts for a vendor or purchaser (referred to in this paragraph as the client) in a conveyancing transaction other than a collective sale, and the client has, at the solicitor's request, provided him with a sum of money not exceeding \$5,000 for the payment of any adjustment to the final amount payable upon the completion of the transaction, the solicitor may pay that sum into his client account, on condition that every amount disbursed by him from that sum is properly accounted for and supported by written documentation.

(4) Where a solicitor acts for the vendors in a collective sale, the solicitor may —

(a) withdraw, from any conveyancing money received for or in connection with the collective sale and deposited into his conveyancing account, a sum of money not exceeding \$2,000 for each property to be sold under the collective sale, and not exceeding a total of \$200,000 for all such properties, for the payment of any adjustment to the final amount payable upon the completion of the collective sale; and

(b) pay that sum into his client account,

on condition that every amount disbursed by him from that sum is properly accounted for and supported by written documentation.

(5) Subject to paragraph (6), where a solicitor acts for his client in a conveyancing transaction, he may pay into his client account any money provided by his client for the payment of either or both of the following:

(a) any professional fees for any services rendered, or to be rendered, in connection with the transaction;

(b) any disbursements incurred, or to be incurred, in connection with the transaction.

(6) Notwithstanding paragraphs (1), (2) and (5), a solicitor shall not be required to pay into his client account, conveyancing account

or conveyancing (CPF) account any money which is expressly paid to him —

- (a) on account of costs incurred, in respect of which a bill of costs or other written intimation of the amount of the costs has been delivered for payment; or
- (b) as an agreed fee (or on account of an agreed fee) for business undertaken or to be undertaken.

(7) Subject to paragraph (8), where a solicitor acts for any party to any conveyancing transaction, and any conveyancing money which the solicitor receives in respect of that transaction is or will be paid into a conveyancing account or conveyancing (CPF) account, no specified person shall act for any other party to that transaction.

(8) Paragraph (7) shall not apply where —

- (a) the conveyancing money consists only of any conveyancing money payable to a Category A payee; or
- (b) the parties for whom the solicitor and specified person acts, or for whom the solicitor and the specified person act, consist only of 2 or more parties to —
 - (i) the grant of a mortgage of or a charge on land;
 - (ii) the redemption of a mortgage of, or the discharge of a charge on, land; or
 - (iii) 2 or more transactions referred to in either or both of sub-paragraphs (i) and (ii), each such transaction involving the same mortgagor.

(9) A solicitor who acts for a party to a conveyancing transaction shall not receive or hold any conveyancing money relating to that transaction for that party after the completion of that transaction, except upon the express instructions of that party.

(10) In this rule —

“collective sale” means the sale of 5 or more lots in a strata title plan, or of 5 or more flats in a development registered under the Registration of Deeds Act (Cap. 269) or the Land Titles Act (Cap. 157), not all of which are owned by the same vendor, in a single conveyancing transaction;

“flat”, “lot” and “strata title plan” have the same meanings as in the Land Titles (Strata) Act (Cap. 158);

“specified person”, in relation to a solicitor, means —

- (a) the solicitor himself;
 - (b) any member of the firm of solicitors of which the solicitor is a member (whether as a partner, a consultant or an employee);
 - (c) any director or employee of the law corporation of which the solicitor is a director or an employee; or
 - (d) any partner or employee of the limited liability law partnership of which the solicitor is a partner or an employee.
- (11) In the definition of “specified person” in paragraph (10) —
- (a) any reference to an employee of a firm of solicitors, a law corporation or a limited liability law partnership shall be construed to include a reference to a locum solicitor engaged by the firm, law corporation or limited liability law partnership, as the case may be; and
 - (b) any reference to a member of a firm of solicitors shall be construed to include a reference to a locum solicitor engaged by the firm.

PART III

HOLDING OF CONVEYANCING MONEY BY APPOINTED BANKS

Payment of conveyancing money into conveyancing account or conveyancing (CPF) account

6.—(1) Subject to paragraph (2), any party to a conveyancing transaction may pay conveyancing money into a solicitor’s conveyancing account by cheque, cashier’s order or bank draft made payable to the title of that account, or by telegraphic transfer.

(2) The Central Provident Fund Board may pay conveyancing money withdrawn from the Central Provident Fund into a solicitor’s conveyancing (CPF) account by inter-bank GIRO.

(3) Subject to paragraph (4) and rule 11(2), every payment of conveyancing money into a solicitor’s conveyancing account shall be accompanied by a duly completed pay-in form that has been signed by any authorised signatory of the solicitor.

(4) Where any conveyancing money is paid into a solicitor's conveyancing account by telegraphic transfer, the solicitor shall, as soon as practicable, serve on the appointed bank with which the conveyancing account is maintained a duly completed pay-in form that has been signed by any authorised signatory of the solicitor.

(5) Subject to rule 11(2), every payment of conveyancing money into a solicitor's conveyancing (CPF) account shall be accompanied by a written instruction from the Central Provident Fund Board, or by a duly completed pay-in form that has been signed by any authorised signatory of the solicitor, relating to the payment.

(6) Where any conveyancing money is paid into a solicitor's conveyancing account in accordance with paragraph (3) or (4), or into a solicitor's conveyancing (CPF) account in accordance with paragraph (5), the solicitor shall give written notice to the person identified in the pay-in form referred to in paragraph (3), (4) or (5), or in the written instruction referred to in paragraph (5), as the person who is authorised to countersign a pay-out form for the withdrawal of the conveyancing money, that the conveyancing money has been received.

Payment of conveyancing money from conveyancing account or conveyancing (CPF) account

7.—(1) Subject to paragraphs (6), (7) and (14) and rules 11(2), 12, 13 and 14, an appointed bank shall not pay any conveyancing money from a solicitor's conveyancing account or conveyancing (CPF) account, unless the appointed bank —

- (a) receives a pay-out form or variation pay-out form for that payment, and complies with paragraph (12) in relation to that form; or
- (b) receives an order of court authorising it to make payment in accordance with that order.

(2) A solicitor who wishes to withdraw, from his conveyancing account or conveyancing (CPF) account, any conveyancing money that is payable to a Category A payee shall serve on the appointed bank with which the conveyancing account or conveyancing (CPF) account is maintained a duly completed pay-out form for a Category A payee that has been signed by at least one authorised signatory of the solicitor.

(3) A solicitor who wishes to withdraw, from his conveyancing account or conveyancing (CPF) account, any conveyancing money that is payable to a Category B payee or Category C payee shall serve on the appointed bank with which the conveyancing account or conveyancing (CPF) account is maintained a duly completed pay-out form for a Category B payee or Category C payee that has been signed in accordance with the First Schedule.

(4) Where an individual who acts in person is required to countersign a pay-out form or variation pay-out form to enable conveyancing money to be paid from a conveyancing account or conveyancing (CPF) account to any Category B payee or Category C payee, he shall do so —

- (a) in the presence of an authorised officer of the appointed bank at which the conveyancing account or conveyancing (CPF) account is maintained; or
- (b) in such other manner as may be agreed between him and the appointed bank.

(5) Where an entity which acts in person is required to countersign a pay-out form or variation pay-out form to enable conveyancing money to be paid from a conveyancing account or conveyancing (CPF) account to any Category B payee or Category C payee, the pay-out form or variation pay-out form, as the case may be, shall be signed by an authorised signatory of the entity —

- (a) in the presence of an authorised officer of the appointed bank at which the conveyancing account or conveyancing (CPF) account is maintained; or
- (b) in such other manner as may be agreed between the entity and the appointed bank.

(6) Where —

- (a) a conveyancing transaction consists of the redemption of an existing mortgage of, or the discharge of an existing charge on, any land, and the grant of a new mortgage of, or a new charge on, that land;
- (b) the existing mortgagee, the new mortgagee and the mortgagor are represented by the same solicitor;
- (c) the conveyancing money for the transaction consists only of —
 - (i) money disbursed by the new mortgagee under a loan taken by the mortgagor; or

(ii) money disbursed by the new mortgagee under a loan taken by the mortgagor and money provided by the mortgagor; and

(d) the whole or any part of the conveyancing money is paid into the solicitor's conveyancing account,

the appointed bank at which the conveyancing account is maintained may, with the consent of the solicitor, reverse the payment transaction and refund that whole or part of the conveyancing money to the person who provided that whole or part of the conveyancing money.

(7) Where —

(a) a conveyancing transaction consists of the redemption of an existing mortgage of, or the discharge of an existing charge on, any land;

(b) the existing mortgagee and the mortgagor are represented by the same solicitor;

(c) the conveyancing money for the transaction consists only of money provided by the mortgagor; and

(d) the whole or any part of the conveyancing money is paid into the solicitor's conveyancing account,

the appointed bank at which the conveyancing account is maintained may, with the consent of the solicitor, reverse the payment transaction and refund that whole or part of the conveyancing money to the person who provided that whole or part of the conveyancing money.

(8) Where paragraph (6) or (7) applies, all expenses incurred in obtaining the refund shall be borne personally by the solicitor.

(9) Where a solicitor requests that any person countersign a pay-out form or variation pay-out form (referred to in this paragraph as the relevant form) relating to the payment of any conveyancing money from the solicitor's conveyancing account or conveyancing (CPF) account to a specified payee that purports to be a Category B payee —

(a) that person shall be entitled to request that the solicitor provide him with such information and documents as may be necessary to enable him to verify that the specified payee is a Category B payee;

(b) the solicitor shall promptly furnish the information and documents to that person; and

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- (c) that person shall refuse to countersign the relevant form, if —
- (i) the solicitor refuses or neglects to furnish any information or document under sub-paragraph (b), after being requested to do so in accordance with sub-paragraph (a);
 - (ii) that person is not satisfied of the authenticity of any document furnished by the solicitor under sub-paragraph (b); or
 - (iii) there is any material discrepancy between any information or document furnished by the solicitor under sub-paragraph (b) and the relevant form, or there is any material discrepancy in the information and documents furnished by the solicitor under sub-paragraph (b), as regards whether the specified payee is a Category B payee.

(10) Where a solicitor requests that any person countersign a pay-out form or variation pay-out form (referred to in this paragraph as the relevant form) relating to the payment of any conveyancing money from the solicitor's conveyancing account or conveyancing (CPF) account to a specified Category C payee —

- (a) that person shall be entitled to request that the solicitor provide him with —
 - (i) a statutory declaration, or any other document, that specifies —
 - (A) that the conveyancing money is to be paid to the specified Category C payee; and
 - (B) the amount of the conveyancing money that is to be paid; and
 - (ii) such other information and documents as may be necessary to enable him to verify —
 - (A) that the conveyancing money is to be paid to the specified Category C payee; and
 - (B) the amount of the conveyancing money that is to be paid;
- (b) the solicitor shall promptly furnish the information and documents (including the statutory declaration or document referred to in sub-paragraph (a)(i)) to that person; and

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- (c) that person shall refuse to countersign the relevant form, if —
- (i) the solicitor refuses or neglects to furnish any information or document under sub-paragraph (b), after being requested to do so in accordance with sub-paragraph (a);
 - (ii) that person is not satisfied of the authenticity of any document furnished by the solicitor under sub-paragraph (b); or
 - (iii) there is any material discrepancy between any information or document furnished by the solicitor under sub-paragraph (b) and the relevant form, or there is any material discrepancy in the information and documents furnished by the solicitor under sub-paragraph (b), as regards —
 - (A) whether the conveyancing money is to be paid to the specified Category C payee; or
 - (B) the amount of the conveyancing money that is to be paid.

(11) Where a person requested to countersign a pay-out form or variation pay-out form under paragraph (9) or (10) does so in accordance with this rule, rule 10(4) and the First Schedule, the person shall not be liable to be sued for the act of countersigning the pay-out form or variation pay-out form, if the act —

- (a) was done in good faith; and
- (b) did not involve any fraud or wilful misconduct on his part.

(12) An appointed bank shall, before acting in accordance with a pay-out form or variation pay-out form for the payment of any conveyancing money from a solicitor's conveyancing account or conveyancing (CPF) account —

- (a) verify that the pay-out form or variation pay-out form has been signed by an authorised signatory of the solicitor; and
- (b) if the conveyancing money is to be paid to a Category B payee or Category C payee, verify that the pay-out form or variation pay-out form has been countersigned by an authorised signatory whom the appointed bank has been notified, by the pay-in form or written instruction referred to in rule 6(5) for the conveyancing money or by a change of counter-signatory

form, is authorised to countersign the pay-out form or variation pay-out form.

(13) No conveyancing money shall be paid by an appointed bank from a conveyancing account or conveyancing (CPF) account —

(a) in any case where the conveyancing money consists of stamp duty, and the payment is to be made to the Commissioner of Stamp Duties, except —

(i) by such electronic means as the Commissioner of Stamp Duties may require; or

(ii) by means of a cashier's order issued by the appointed bank; or

(b) in any other case, except by means of a cashier's order issued by the appointed bank.

(14) Notwithstanding anything in this rule, an appointed bank may pay conveyancing money from a solicitor's conveyancing account or conveyancing (CPF) account in accordance with a resolution of the Council made in accordance with paragraph 10 of the First Schedule to the Legal Profession Act (Cap. 161).

Authorised signatory of forms

8.—(1) A solicitor shall not sign or countersign a change of counter-signatory form, or a pay-in form, a variation pay-in form, a pay-out form, a variation pay-out form or any other instruction to an appointed bank to deposit or withdraw any conveyancing money into or from a conveyancing account or conveyancing (CPF) account, if —

(a) the solicitor has been —

(i) in practice as a solicitor in Singapore for less than 3 years in aggregate; or

(ii) employed as a Legal Service Officer for less than 3 years in aggregate;

(b) the solicitor is not holding a current practising certificate; or

(c) the practising certificate of the solicitor is subject to any condition imposed under section 25A or 27A of the Legal Profession Act (Cap. 161) prohibiting the solicitor from —

(i) signing any cheque or other instruction effecting a withdrawal from a client account;

(ii) signing or countersigning any change of counter-signatory form;

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- (iii) signing any pay-in form, variation pay-in form or other instruction to deposit any conveyancing money into a conveyancing account or conveyancing (CPF) account; or
 - (iv) signing or countersigning any pay-out form, variation pay-out form or other instruction to withdraw any conveyancing money from a conveyancing account or conveyancing (CPF) account.

(2) A Singapore law practice shall sign or countersign a form or instruction referred to in paragraph (1) by at least one solicitor who —

- (a) is an authorised signatory of that Singapore law practice; and
- (b) is not disqualified under that paragraph from signing or countersigning that form or instruction.

Continuing involvement of counter-signatory in conveyancing transaction

9.—(1) A person shall, if identified in the First Schedule as an authorised signatory for a pay-out form or variation pay-out form, be under a duty to sign or countersign the pay-out form or variation pay-out form in accordance with rules 7 and 10(4) and that Schedule.

(2) The duty under paragraph (1) shall continue even after the completion of the conveyancing transaction to which the pay-out form or variation pay-out form relates.

Change to particulars in forms

10.—(1) No amendment shall be made to a change of counter-signatory form, pay-in form, variation pay-in form, pay-out form or variation pay-out form after the form has been duly completed and signed.

(2) Where, after a solicitor has served a pay-in form or variation pay-in form (referred to in this paragraph as the relevant form) on the appointed bank at which his conveyancing account or conveyancing (CPF) account is maintained, there is any change to any particulars specified in the relevant form —

- (a) in any case where there is a counter-signatory specified in the relevant form, and there is any change to the particulars of the counter-signatory, the solicitor shall —

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- (i) serve on the appointed bank a duly completed change of counter-signatory form that has been signed by —
 - (A) an authorised signatory of the solicitor; and
 - (B) the new counter-signatory specified in the change of counter-signatory form; and
 - (ii) serve a copy of the change of counter-signatory form on each of the following persons:
 - (A) the counter-signatory specified in the relevant form; and
 - (B) the new counter-signatory specified in the change of counter-signatory form;
- (b) in any case where there is no counter-signatory specified in the relevant form, and the solicitor wishes to insert the particulars of a counter-signatory, the solicitor shall —
- (i) serve on the appointed bank a duly completed change of counter-signatory form that has been signed by —
 - (A) an authorised signatory of the solicitor; and
 - (B) the counter-signatory specified in the change of counter-signatory form; and
 - (ii) serve a copy of the change of counter-signatory form on the counter-signatory specified in the change of counter-signatory form; and
- (c) in any case where there is any change to any particulars specified in the relevant form (other than any change to the particulars of the counter-signatory (if any), or the insertion of the particulars of a counter-signatory), the solicitor shall —
- (i) serve on the appointed bank a duly completed new variation pay-in form that has been signed by an authorised signatory of the solicitor; and
 - (ii) do any of the following which may be applicable:
 - (A) if there is a counter-signatory specified in the relevant form, but there is no change to the particulars of the counter-signatory, give written notice to the counter-signatory of each change to the particulars specified in the relevant form;
 - (B) if there is a counter-signatory specified in the relevant form, and there is any change to

the particulars of the counter-signatory in addition to any change to any other particulars specified in the relevant form, give written notice to the new counter-signatory specified in the new variation pay-in form (and in the change of counter-signatory form referred to sub-paragraph (a)) of each change to the particulars specified in the relevant form; or

- (C) if there is no counter-signatory specified in the relevant form, and the particulars of a counter-signatory are to be inserted in addition to any change to any other particulars specified in the relevant form, give written notice to the counter-signatory specified in the new variation pay-in form (and in the change of counter-signatory form referred to in sub-paragraph (b)) of each change to the particulars specified in the relevant form.

(3) The new variation pay-in form referred to in paragraph (2)(c) shall supersede the relevant form referred to in paragraph (2).

(4) Where a solicitor has served a pay-out form or variation pay-out form (referred to in this paragraph as the relevant form) on the appointed bank at which his conveyancing account or conveyancing (CPF) account is maintained —

- (a) the solicitor shall serve on the appointed bank a new variation pay-out form that has been signed by at least one authorised signatory of the solicitor, if the solicitor wishes to —
- (i) change the particulars of any Category A payee specified in the relevant form;
 - (ii) insert the particulars of any additional Category A payee;
 - (iii) delete the particulars of any Category A payee, or any Category B payee, specified in the relevant form; or
 - (iv) change the particulars of the amount payable to any Category A payee, or any Category B payee, specified in the relevant form; and

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- (b) the solicitor shall serve on the appointed bank a new variation pay-out form that has been signed in accordance with the First Schedule, if the solicitor wishes to —
- (i) change the particulars of any Category B payee, or any Category C payee, specified in the relevant form;
 - (ii) insert the particulars of any additional Category B payee or Category C payee;
 - (iii) delete the particulars of any Category C payee specified in the relevant form; or
 - (iv) change the particulars of the amount payable to any Category C payee specified in the relevant form.

(5) The new variation pay-out form referred to in paragraph (4)(a) or (b) shall supersede the relevant form referred to in paragraph (4).

Change of solicitor, etc.

11.—(1) Subject to paragraphs (2) and (3), where a party to a conveyancing transaction changes his solicitor during the course of the transaction —

- (a) the discharged solicitor shall, without delay —
 - (i) withdraw from his conveyancing account, in accordance with rule 7(2), all conveyancing money (if any) standing to the credit of the party, for payment to the conveyancing account of the solicitor taking over the conduct of the transaction; and
 - (ii) withdraw from his conveyancing (CPF) account, in accordance with rule 7(3), all conveyancing money (if any) standing to the credit of the party, for payment to the Central Provident Fund Board;
- (b) the conveyancing money referred to in sub-paragraph (a)(i) (if any) shall be paid into the conveyancing account of the solicitor taking over the conduct of the transaction from the discharged solicitor, to the credit of the party, by cashier's order in accordance with rule 6(3);
- (c) the conveyancing money referred to in sub-paragraph (a)(ii) (if any) shall be paid by the Central Provident Fund Board into the conveyancing (CPF) account of the solicitor taking over the conduct of the transaction from the discharged

solicitor, to the credit of the party, in accordance with rule 6(2) and (5); and

- (d) the solicitor taking over the conduct of the transaction shall give written notice to every other party to the transaction who may be affected by the change of solicitors or by any withdrawal or payment referred to in this paragraph (or if any such party is represented by a solicitor, that party's solicitor) of the change, withdrawals and payments.

(2) Where a Singapore law practice is reconstituted as a different Singapore law practice, the second-mentioned Singapore law practice takes over from the first-mentioned Singapore law practice the conduct of any conveyancing transaction, and both Singapore law practices maintain their conveyancing accounts and conveyancing (CPF) accounts with the same appointed bank —

- (a) the first-mentioned Singapore law practice shall —
- (i) without delay, transfer all conveyancing money (if any) standing to the credit of the client for whom it acts in the transaction (referred to in this paragraph as the client) from its conveyancing account and conveyancing (CPF) account to the conveyancing account and conveyancing (CPF) account, respectively, of the second-mentioned Singapore law practice, to the credit of the client, by serving on the appointed bank —
- (A) a written notice of the reconstitution of the first-mentioned Singapore law practice that has been signed by at least one authorised signatory of the first-mentioned Singapore law practice; and
- (B) such other documents as the appointed bank may require for the purposes of the transfer; and
- (ii) give written notice to the client, and to every other party to the transaction who is affected by transfer of the conveyancing money (or if any such party is represented by a solicitor, that party's solicitor) of the transfer of the conveyancing money to the second-mentioned Singapore law practice;
- (b) the payment of any part of the conveyancing money to the conveyancing account or conveyancing (CPF) account of

the second-mentioned Singapore law practice, to the credit of the client, need not be accompanied by any pay-in form referred to in rule 6(3), (4) or (5) or written instruction referred to in rule 6(5), as the case may be;

- (c) the appointed bank shall treat every pay-in form or variation pay-in form served on the appointed bank by the first-mentioned Singapore law practice in respect of the transaction as if —
 - (i) the form had been served by the second-mentioned Singapore law practice; and
 - (ii) any reference in the form to the first-mentioned Singapore law practice were a reference to the second-mentioned Singapore law practice;
- (d) the appointed bank shall treat every written instruction referred to in rule 6(5) served on the appointed bank by the Central Provident Fund Board in respect of the transaction as if any reference in the written instruction to the first-mentioned Singapore law practice were a reference to the second-mentioned Singapore law practice; and
- (e) where the first-mentioned Singapore law practice is a counter-signatory specified in any pay-in form, variation pay-in form or written instruction referred to in rule 6(5) in respect of the conveyancing transaction, the reference in the form or written instruction to the first-mentioned Singapore law practice shall be treated as a reference to the second-mentioned Singapore law practice.

(3) Where a Singapore law practice is reconstituted as a different Singapore law practice, the second-mentioned Singapore law practice takes over from the first-mentioned Singapore law practice the conduct of any conveyancing transaction, and the 2 Singapore law practices maintain their respective conveyancing accounts and conveyancing (CPF) accounts with different appointed banks —

- (a) the first-mentioned Singapore law practice shall, without delay —
 - (i) withdraw from its conveyancing account, in accordance with rule 7(2), all conveyancing money (if any) standing to the credit of the client for whom it acts in the transaction (referred to in this paragraph as

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- the client), for payment to the conveyancing account of the second-mentioned Singapore law practice; and
- (ii) withdraw from its conveyancing (CPF) account, in accordance with rule 7(2), all conveyancing money (if any) standing to the credit of the client, for payment to the conveyancing (CPF) account of the second-mentioned Singapore law practice;
- (b) the conveyancing money referred to in sub-paragraph (a)(i) (if any) shall be paid into the conveyancing account of the second-mentioned Singapore law practice, to the credit of the client, by cashier's order in accordance with rule 6(3);
 - (c) the conveyancing money referred to in sub-paragraph (a)(ii) (if any) shall be paid into the conveyancing (CPF) account of the second-mentioned Singapore law practice, to the credit of the client, by cashier's order in accordance with rule 6(5);
 - (d) the second-mentioned Singapore law practice shall give written notice to the client, and to every other party to the transaction who is affected by any withdrawal or payment referred to in this paragraph (or if any such party is represented by a solicitor, that party's solicitor) of the withdrawals and payments; and
 - (e) where the first-mentioned Singapore law practice is a counter-signatory specified in any pay-in form, variation pay-in form or written instruction referred to in rule 6(5) in respect of the conveyancing transaction, the reference in the form or written instruction to the first-mentioned Singapore law practice shall be treated as a reference to the second-mentioned Singapore law practice.

(4) Where, during the course of a conveyancing transaction, a solicitor wishes to transfer any conveyancing money standing to the credit of the client for whom it acts in the transaction (referred to in this paragraph as the client) in the conveyancing account and conveyancing (CPF) account maintained by the solicitor with an appointed bank to the conveyancing account and conveyancing (CPF) account, respectively, maintained by the solicitor with another appointed bank, the solicitor shall —

- (a) withdraw the conveyancing money from his conveyancing account and conveyancing (CPF) account maintained with the first-mentioned appointed bank, in accordance with

rule 7(2), for payment to his conveyancing account and conveyancing (CPF) account, respectively, maintained with the second-mentioned appointed bank; and

- (b) pay the conveyancing money into his conveyancing account and conveyancing (CPF) account, respectively, maintained with the second-mentioned appointed bank, to the credit of the client, by cashier's order in accordance with rule 6(3) and (5), respectively.

Uncompleted or disputed conveyancing transaction

12.—(1) Where, before an appointed bank has received any pay-out form for the payment of any conveyancing money in relation to a conveyancing transaction, the appointed bank receives a written notice that there is a dispute between the parties to the transaction, or that the transaction is aborted, the appointed bank shall not pay any conveyancing money relating to the transaction from a conveyancing account or conveyancing (CPF) account, unless the appointed bank —

- (a) receives, after the date on which it received the written notice, a pay-out form for the payment of the conveyancing money to such person as may be specified in that form, and complies with rule 7(12) in relation to that form; or
- (b) receives an order of court authorising it to pay the conveyancing money to such person as may be specified in that order.

(2) Where, after an appointed bank has received a pay-out form or variation pay-out form for the payment of any conveyancing money relating to a conveyancing transaction, the appointed bank receives a written notice that there is a dispute between the parties to the transaction, or that the transaction is aborted, the appointed bank shall not pay any conveyancing money relating to the transaction from a conveyancing account or conveyancing (CPF) account, unless the appointed bank —

- (a) receives, after the date on which it received the written notice, a variation pay-out form for the payment of the conveyancing money to such person as may be specified in that form, and complies with rule 7(12) in relation to that form; or
- (b) receives an order of court authorising it to pay the conveyancing money to such person as may be specified in that order.

Erroneous payment into conveyancing account or conveyancing (CPF) account

13.—(1) Notwithstanding rule 7(1), where any money is erroneously paid into a solicitor's conveyancing account or conveyancing (CPF) account, the appointed bank at which the conveyancing account or conveyancing (CPF) account is maintained may, with the consent of the solicitor, reverse the payment transaction and refund the money to the person who provided the money.

(2) Without prejudice to the generality of paragraph (1), the following shall be treated as erroneous payments for the purposes of that paragraph:

- (a) a payment of money into a conveyancing account that is not accompanied or supported by a pay-in form referred to in rule 6(3) or (4);
- (b) a payment of money into a conveyancing (CPF) account that is not accompanied by a written instruction from the Central Provident Fund Board, or a pay-in form, referred to in rule 6(5).

Cessation of appointment of appointed bank

14. Where a solicitor maintains a conveyancing account or conveyancing (CPF) account with an appointed bank, and the Minister gives the bank notice that he intends to cancel the appointment of the bank with effect from a specified date, the bank shall —

- (a) obtain the instructions of the solicitor on the disposal of the conveyancing money (if any) in the conveyancing account or conveyancing (CPF) account maintained with the bank before the day immediately preceding the specified date (referred to in this rule as the relevant day), and give effect to those instructions in accordance with this Part by that day;
- (b) if the bank is unable to obtain any such instructions before the relevant day, withdraw the conveyancing money by the relevant day —
 - (i) from the conveyancing account maintained with the bank, by issuing a cashier's order made payable to the title of the solicitor's conveyancing account; or
 - (ii) from the conveyancing (CPF) account maintained with the bank, by issuing a cashier's order made payable to

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- the title of the solicitor's conveyancing (CPF) account;
and
- (c) by the relevant day, close the conveyancing account or conveyancing (CPF) account maintained with the bank.

PART IV

HOLDING OF CONVEYANCING MONEY BY ACADEMY

Application and definitions of this Part

15.—(1) This Part shall apply to —

- (a) every solicitor who deposits conveyancing money with the Academy under rule 5(1)(c); and
- (b) the holding of conveyancing money under the Academy's Rules.

(2) In this Part, unless the context otherwise requires, “authorised signatory”, “Category B payee”, “Category C payee”, “conveyancing transaction”, “pay-out form”, “stakeholding deposit” and “variation pay-out form” have the same meanings as in the Academy's Rules.

Compliance with Academy's Rules

16. Every solicitor who deposits conveyancing money with the Academy under rule 5(1)(c) shall comply with the Academy's Rules.

Payment of conveyancing money under Academy's Rules

17.—(1) Where a solicitor requests that any person countersign a pay-out form or variation pay-out form (referred to in this paragraph as the relevant form) relating to the payment of any conveyancing money from a stakeholding deposit to a specified payee that purports to be a Category A payee or Category B payee, or the payment of any conveyancing money deposited by the solicitor with the Academy to a specified payee that purports to be a Category B payee —

- (a) that person shall be entitled to request that the solicitor provide him with such information and documents as may be necessary to enable him to verify that the specified payee is a Category A payee or Category B payee, as the case may be;

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- (b) the solicitor shall promptly furnish the information and documents to that person; and
 - (c) that person shall refuse to countersign the relevant form, if —
 - (i) the solicitor refuses or neglects to furnish any information or document under sub-paragraph (b), after being requested to do so in accordance with sub-paragraph (a);
 - (ii) that person is not satisfied of the authenticity of any document furnished by the solicitor under sub-paragraph (b); or
 - (iii) there is any material discrepancy between any information or document furnished by the solicitor under sub-paragraph (b) and the relevant form, or there is any material discrepancy in the information and documents furnished by the solicitor under sub-paragraph (b), as regards whether the specified payee is a Category A payee or Category B payee, as the case may be.

(2) Where a solicitor requests that any person countersign a pay-out form or variation pay-out form (referred to in this paragraph as the relevant form) relating to the payment of any conveyancing money from a stakeholding deposit to a specified Category C payee, or the payment of any conveyancing money deposited by the solicitor with the Academy to a specified Category C payee —

- (a) that person shall be entitled to request that the solicitor provide him with —
 - (i) a statutory declaration, or any other document, that specifies —
 - (A) that the conveyancing money is to be paid to the specified Category C payee; and
 - (B) the amount of the conveyancing money that is to be paid;
 - (ii) such other information and documents as may be necessary to enable him to verify —
 - (A) that the conveyancing money is to be paid to the specified Category C payee; and

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- (B) the amount of the conveyancing money that is to be paid;
 - (b) the solicitor shall promptly furnish the information and documents (including the statutory declaration or document referred to in sub-paragraph (a)(i)) to that person; and
 - (c) that person shall refuse to countersign the relevant form, if —
 - (i) the solicitor refuses or neglects to furnish any information or document under sub-paragraph (b), after being requested to do so in accordance with sub-paragraph (a);
 - (ii) that person is not satisfied of the authenticity of any document furnished by the solicitor under sub-paragraph (b); or
 - (iii) there is any material discrepancy between any information or document furnished by the solicitor under sub-paragraph (b) and the relevant form, or there is any material discrepancy in the information and documents furnished by the solicitor under sub-paragraph (b), as regards —
 - (A) whether the conveyancing money is to be paid to the specified Category C payee; or
 - (B) the amount of the conveyancing money that is to be paid.

(3) Where a person requested to countersign a pay-out form or variation pay-out form under paragraph (1) or (2) does so in accordance with this rule and the Academy's Rules, the person shall not be liable to be sued for the act of countersigning the pay-out form or variation pay-out form, if the act —

- (a) was done in good faith; and
- (b) did not involve any fraud or wilful misconduct on his part.

(4) A person shall, if identified in the First Schedule as an authorised signatory for a pay-out form or variation pay-out form, be under a duty to sign or countersign the pay-out form or variation pay-out form in accordance with this rule and the Academy's Rules.

(5) The duty under paragraph (4) shall continue even after the completion of the conveyancing transaction to which the pay-out form or variation pay-out form relates.

PART V
MISCELLANEOUS

Instructions on payment to Category B payee or Category C payee

18.—(1) Where any party to a conveyancing transaction who is entitled to be paid any conveyancing money (referred to in this paragraph as the entitled party) or his solicitor instructs the solicitor for any other party to the transaction (referred to in this paragraph as the relevant solicitor) to pay the conveyancing money to a specified payee that purports to be a Category B payee —

- (a) the relevant solicitor shall be entitled to request that the entitled party or his solicitor provide the relevant solicitor with such information and documents as may be necessary to enable the relevant solicitor to verify that the specified payee is a Category B payee;
- (b) the entitled party or his solicitor shall promptly furnish the information and documents to the relevant solicitor;
- (c) the relevant solicitor may refuse to pay the conveyancing money to the specified payee, and may instead pay the conveyancing money to the entitled party, if —
 - (i) the entitled party or his solicitor refuses or neglects to furnish any information or document under sub-paragraph (b), after being requested to do so in accordance with sub-paragraph (a);
 - (ii) the relevant solicitor is not satisfied of the authenticity of any document furnished by the entitled party or his solicitor under sub-paragraph (b);
 - (iii) there is any material discrepancy between any information or document furnished by the entitled party or his solicitor under sub-paragraph (b) and the instruction of the entitled party or his solicitor under this paragraph, or there is any material discrepancy in the information and documents furnished by the entitled party or his solicitor under sub-paragraph (b), as regards whether the specified payee is a Category B payee; or
 - (iv) the relevant solicitor has any other reasonable grounds for such refusal; and

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- (d) the relevant solicitor shall not refuse to pay the conveyancing money to the specified Category B payee unless sub-paragraph (c) applies.

(2) Where any party to a conveyancing transaction who is entitled to be paid any conveyancing money (referred to in this paragraph as the entitled party) or his solicitor instructs the solicitor for any other party to the transaction (referred to in this paragraph as the relevant solicitor) to pay the conveyancing money to a specified Category C payee —

- (a) the relevant solicitor shall be entitled to request that the entitled party or his solicitor provide him with —
- (i) a statutory declaration, or any other document, that specifies —
 - (A) that the conveyancing money is to be paid to the specified Category C payee; and
 - (B) the amount of the conveyancing money that is to be paid; and
 - (ii) such other information and documents as may be necessary to enable the relevant solicitor to verify —
 - (A) that the conveyancing money is to be paid to the specified Category C payee; and
 - (B) the amount of the conveyancing money that is to be paid;
- (b) the entitled party or his solicitor shall promptly furnish the information and documents (including the statutory declaration or document referred to in sub-paragraph (a)(i)) to the relevant solicitor;
- (c) the relevant solicitor may refuse to pay the conveyancing money to the specified Category C payee, and may instead pay the conveyancing money to the entitled party, if —
- (i) the entitled party or his solicitor refuses or neglects to furnish any information or document under sub-paragraph (b), after being requested to do so in accordance with sub-paragraph (a);
 - (ii) the relevant solicitor is not satisfied of the authenticity of any document furnished by the entitled party or his solicitor under sub-paragraph (b);

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- (iii) there is any material discrepancy between any information or document furnished by the entitled party or his solicitor under sub-paragraph (b) and the instruction of the entitled party or his solicitor under this paragraph, or there is any material discrepancy in the information and documents furnished by the entitled party or his solicitor under sub-paragraph (b), as regards —
 - (A) whether the conveyancing money is to be paid to the specified Category C payee; or
 - (B) the amount of the conveyancing money that is to be paid; or
 - (iv) the relevant solicitor has any other reasonable grounds for such refusal; and
 - (d) the relevant solicitor shall not refuse to pay the conveyancing money to the specified Category C payee unless sub-paragraph (c) applies.

(3) Where any party to a conveyancing transaction who is entitled to be paid any conveyancing money (referred to in this paragraph as the entitled party) or his solicitor instructs any other party to the transaction (referred to in this paragraph as the relevant party) or his solicitor to pay the conveyancing money to a specified payee that purports to be a Category B payee, and the relevant party or his solicitor in turn instructs the solicitor for any other person (referred to in this paragraph as the relevant solicitor) to pay the conveyancing money to that specified payee —

- (a) the relevant solicitor shall be entitled to request that the relevant party or his solicitor provide the relevant solicitor with such information and documents as may be necessary to enable the relevant solicitor to verify that the specified payee is a Category B payee;
- (b) the relevant party or his solicitor shall promptly furnish the information and documents to the relevant solicitor;
- (c) the relevant solicitor may refuse to pay the conveyancing money to the specified payee, and may instead pay the conveyancing money to the entitled party, if —
 - (i) the relevant party or his solicitor refuses or neglects to furnish any information or document under sub-

paragraph (b), after being requested to do so in accordance with sub-paragraph (a);

- (ii) the relevant solicitor is not satisfied of the authenticity of any document furnished by the relevant party or his solicitor under sub-paragraph (b);
 - (iii) there is any material discrepancy between any information or document furnished by the relevant party or his solicitor under sub-paragraph (b) and the instruction of the relevant party or his solicitor under this paragraph, or there is any material discrepancy in the information and documents furnished by the relevant party or his solicitor under sub-paragraph (b), as regards whether the specified payee is a Category B payee; or
 - (iv) the relevant solicitor has any other reasonable grounds for such refusal; and
- (d) the relevant solicitor shall not refuse to pay the conveyancing money to the specified Category B payee unless sub-paragraph (c) applies.

(4) Where any party to a conveyancing transaction who is entitled to be paid any conveyancing money (referred to in this paragraph as the entitled party) or his solicitor instructs any other party to the transaction (referred to in this paragraph as the relevant party) or his solicitor to pay the conveyancing money to a specified Category C payee, and the relevant party or his solicitor in turn instructs the solicitor for any other person (referred to in this paragraph as the relevant solicitor) to pay the conveyancing money to that specified Category C payee —

- (a) the relevant solicitor shall be entitled to request that the relevant party or his solicitor provide him with —
 - (i) a statutory declaration, or any other document, that specifies —
 - (A) that the conveyancing money is to be paid to the specified Category C payee; and
 - (B) the amount of the conveyancing money that is to be paid; and

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- (ii) such other information and documents as may be necessary to enable the relevant solicitor to verify —
 - (A) that the conveyancing money is to be paid to the specified Category C payee; and
 - (B) the amount of the conveyancing money that is to be paid;
 - (b) the relevant party or his solicitor shall promptly furnish the information and documents (including the statutory declaration or document referred to in sub-paragraph (a)(i)) to the relevant solicitor;
 - (c) the relevant solicitor may refuse to pay the conveyancing money to the specified Category C payee, and may instead pay the conveyancing money to the entitled party, if —
 - (i) the relevant party or his solicitor refuses or neglects to furnish any information or document under sub-paragraph (b), after being requested to do so in accordance with sub-paragraph (a);
 - (ii) the relevant solicitor is not satisfied of the authenticity of any document furnished by the relevant party or his solicitor under sub-paragraph (b);
 - (iii) there is any material discrepancy between any information or document furnished by the relevant party or his solicitor under sub-paragraph (b) and the instruction of the relevant party or his solicitor under this paragraph, or there is any material discrepancy in the information and documents furnished by the relevant party or his solicitor under sub-paragraph (b), as regards —
 - (A) whether the conveyancing money is to be paid to the specified Category C payee; or
 - (B) the amount of the conveyancing money that is to be paid; or
 - (iv) the relevant solicitor has any other reasonable grounds for such refusal; and
 - (d) the relevant solicitor shall not refuse to pay the conveyancing money to the specified Category C payee unless sub-paragraph (c) applies.

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- (5) For the avoidance of doubt, this rule —
- (a) applies regardless of whether the conveyancing money is —
 - (i) held by the relevant solicitor in a conveyancing account or conveyancing (CPF) account; or
 - (ii) deposited by the relevant solicitor with any appointed entity (not being an appointed bank); but
 - (b) does not apply to any conveyancing money held by the relevant solicitor in an escrow account and in accordance with an escrow agreement.

Terms and conditions applicable to every conveyancing transaction

19. The terms and conditions set out in the Third Schedule shall apply to every conveyancing transaction.

Scheme for adjudication of relevant disputes

20.—(1) For the purposes of section 73E of the Act, there shall be established a Scheme for the adjudication of relevant disputes.

(2) The Society shall be the administrator for the Scheme.

(3) The procedure for the adjudication, under the Scheme, of any relevant dispute, and the terms and conditions of the Scheme, are as set out in the Fourth Schedule.

(4) In this rule and the Fourth Schedule —

“relevant dispute” means any dispute arising from —

- (a) a refusal, by a person requested by a solicitor under rule 7(9) or (10) to countersign a pay-out form or variation pay-out form relating to the payment of any conveyancing money from the solicitor’s conveyancing account or conveyancing (CPF) account, to countersign that pay-out form or variation pay-out form; or
- (b) a refusal, by a person requested by a solicitor under rule 17(1) or (2) to countersign a pay-out form or variation pay-out form under the Academy’s Rules relating to the payment of any conveyancing money deposited by the solicitor with the Academy, to countersign that pay-out form or variation pay-out form;

“Scheme” means the Scheme established under paragraph (1).

Service of notices and documents

21.—(1) Every notice or document required to be served under these Rules must be in writing.

(2) A notice or document required to be served by a party on an appointed bank shall be sufficiently served, if —

- (a) it is sent by post in a registered letter addressed to the appointed bank, and is received by the appointed bank;
- (b) it is personally delivered to the appointed bank; or
- (c) subject to paragraph (3), it is sent by facsimile transmission to a facsimile number specified by the appointed bank, and is received.

(3) A party shall not serve a notice or document on an appointed bank by facsimile transmission, unless the appointed bank —

- (a) agrees to accept service of the notice or document by facsimile transmission; and
- (b) designates a facsimile number for the purpose of receiving notices and documents served by facsimile transmission.

(4) A notice or document required to be served by an appointed bank on any party shall be sufficiently served, if —

- (a) it is collected by the party or his authorised representative from the appointed bank;
- (b) it is sent by ordinary post; or
- (c) subject to paragraph (5), it is sent by electronic mail.

(5) An appointed bank shall not serve a notice or document on a party by electronic mail, unless that party —

- (a) agrees to accept service of the notice or document by electronic mail; and
- (b) designates an information system for the purpose of receiving notices and documents served by electronic mail.

(6) A notice or document required to be delivered or given to or by a party (other than a solicitor) —

- (a) shall be sufficiently delivered or given, if delivered or given to or by that party's solicitors in accordance with paragraphs (1) to (5); and

(b) shall, in the case of a notice or document to be delivered or given to a party's solicitor by an appointed bank, be delivered or given to the solicitor as last notified by the party to the appointed bank, unless the appointed bank receives a notice from the party to the contrary.

(7) This rule shall not apply to any notice or document in, or relating to, any proceedings in court.

Contravention of Rules by solicitor

22. Disciplinary proceedings under the Legal Profession Act (Cap. 161) may be taken against any solicitor who contravenes any provision of these Rules.

Transitional provisions

23.—(1) Notwithstanding anything in Part II, a solicitor may hold any conveyancing money (including any anticipatory conveyancing money as defined in rule 4(4)) that is deposited into his client account before 1st August 2011, for a period of 5 months beginning on that date.

(2) Rules 4(3) and 22 shall not apply to a solicitor in respect of any holding of conveyancing money by him in accordance with paragraph (1).

FIRST SCHEDULE

Rules 2(4), 7(3) and (11),
9(1), 10(4)(b) and 17(4)

PAYMENT OF CONVEYANCING MONEY FROM
CONVEYANCING ACCOUNT OR CONVEYANCING (CPF) ACCOUNT
OR UNDER ACADEMY'S RULES

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>1. Sale and purchase of any land (other than any HDB property); and conveyancing money provided by purchaser</p>	
<p>(a) vendor and purchaser represented by different solicitors</p>	<p>(i) any authorised signatory of vendor's solicitor; and (ii) any authorised signatory of purchaser's solicitor</p>
<p>(b) vendor acts in person; and purchaser represented by solicitor</p>	<p>(i) vendor; and (ii) any authorised signatory of purchaser's solicitor</p>
<p>(c) vendor represented by solicitor; and purchaser acts in person</p>	<p>(i) any authorised signatory of vendor's solicitor; and (ii) purchaser.</p>
<p>2. Sale and purchase of any land (other than any HDB property); and conveyancing money withdrawn from purchaser's account in Central Provident Fund</p>	
<p>(a) Central Provident Fund Board and purchaser represented by different solicitors</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of purchaser's solicitor</p>

FIRST SCHEDULE — *continued*

<i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i>	<i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i>
(b) Central Provident Fund Board represented by solicitor; and purchaser acts in person	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) purchaser
(c) Central Provident Fund Board and purchaser represented by same solicitor; and vendor represented by different solicitor	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of vendor's solicitor
(d) Central Provident Fund Board and purchaser represented by same solicitor; and vendor acts in person	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) vendor.
3. Sale and purchase of any land (other than any HDB property); and conveyancing money disbursed by mortgagee under loan taken by purchaser	
(a) mortgagee and purchaser represented by different solicitors	(i) any authorised signatory of mortgagee's solicitor; and (ii) any authorised signatory of purchaser's solicitor
(b) mortgagee represented by solicitor; and purchaser acts in person	(i) any authorised signatory of mortgagee's solicitor; and (ii) purchaser

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>(c) mortgagee and purchaser represented by same solicitor; and vendor represented by different solicitor</p>	<p>(i) any authorised signatory of mortgagee's solicitor; and (ii) any authorised signatory of vendor's solicitor</p>
<p>(d) mortgagee and purchaser represented by same solicitor; and vendor acts in person</p>	<p>(i) any authorised signatory of mortgagee's solicitor; and (ii) vendor.</p>
<p>4. Sale and purchase of any HDB property; and conveyancing money provided by purchaser</p>	
<p>(a) vendor and purchaser represented by different solicitors</p>	<p>(i) any authorised signatory of vendor's solicitor; and (ii) any authorised signatory of purchaser's solicitor</p>
<p>(b) vendor acts in person; and purchaser represented by solicitor</p>	<p>(i) vendor; and (ii) any authorised signatory of purchaser's solicitor</p>
<p>(c) vendor represented by solicitor; and purchaser acts in person</p>	<p>(i) any authorised signatory of vendor's solicitor; and (ii) purchaser</p>
<p>(d) vendor represented by solicitor; and purchaser represented by Housing and Development Board</p>	<p>(i) any authorised signatory of vendor's solicitor; and (ii) any authorised signatory of Housing and Development Board</p>

FIRST SCHEDULE — *continued*

<i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i>	<i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i>
(e) vendor represented by Housing and Development Board; and purchaser represented by solicitor	(i) any authorised signatory of Housing and Development Board; and (ii) any authorised signatory of purchaser's solicitor.
5. Sale and purchase of any HDB property; and conveyancing money withdrawn from purchaser's account in Central Provident Fund	
(a) Central Provident Fund Board and purchaser represented by different solicitors	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of purchaser's solicitor
(b) Central Provident Fund Board represented by solicitor; and purchaser acts in person	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) purchaser
(c) Central Provident Fund Board and purchaser represented by same solicitor; and vendor represented by different solicitor	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of vendor's solicitor
(d) Central Provident Fund Board and purchaser represented by same solicitor; and vendor acts in person	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) vendor

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>(e) Central Provident Fund Board represented by solicitor; and purchaser represented by Housing and Development Board</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Housing and Development Board</p>
<p>(f) Central Provident Fund Board and purchaser represented by same solicitor; and vendor represented by Housing and Development Board</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Housing and Development Board.</p>
<p>6. Sale and purchase of any HDB property; and conveyancing money disbursed by mortgagee (other than Housing and Development Board) under loan taken by purchaser</p>	
<p>(a) mortgagee and purchaser represented by different solicitors</p>	<p>(i) any authorised signatory of mortgagee's solicitor; and (ii) any authorised signatory of purchaser's solicitor</p>
<p>(b) mortgagee represented by solicitor; and purchaser acts in person</p>	<p>(i) any authorised signatory of mortgagee's solicitor; and (ii) purchaser</p>
<p>(c) mortgagee and purchaser represented by same solicitor; and vendor represented by different solicitor</p>	<p>(i) any authorised signatory of mortgagee's solicitor; and (ii) any authorised signatory of vendor's solicitor</p>

FIRST SCHEDULE — *continued*

<i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i>	<i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i>
(d) mortgagee and purchaser represented by same solicitor; and vendor acts in person	(i) any authorised signatory of mortgagee's solicitor; and (ii) vendor
(e) mortgagee represented by solicitor; and purchaser represented by Housing and Development Board	(i) any authorised signatory of mortgagee's solicitor; and (ii) any authorised signatory of Housing and Development Board
(f) mortgagee and purchaser represented by same solicitor; and vendor represented by Housing and Development Board	(i) any authorised signatory of mortgagee's solicitor; and (ii) any authorised signatory of Housing and Development Board.
7. Redemption of existing mortgage of, or discharge of existing charge on, any land (other than any HDB property), and grant of new mortgage of, or new charge on, that land; and conveyancing money provided by mortgagor	
(a) mortgagor and existing mortgagee represented by different solicitors	(i) any authorised signatory of mortgagor's solicitor; and (ii) any authorised signatory of existing mortgagee's solicitor
(b) mortgagor and existing mortgagee represented by same solicitor; and new mortgagee represented by different solicitor	(i) any authorised signatory of mortgagor's solicitor; and (ii) any authorised signatory of new mortgagee's solicitor.

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>8. Redemption of existing mortgage of, or discharge of existing charge on, any land (other than any HDB property), and grant of new mortgage of, or new charge on, that land; and conveyancing money withdrawn from mortgagor's account in Central Provident Fund</p>	
<p>(a) Central Provident Fund Board and mortgagor represented by different solicitors</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of mortgagor's solicitor</p>
<p>(b) Central Provident Fund Board represented by solicitor; and mortgagor acts in person</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) mortgagor</p>
<p>(c) Central Provident Fund Board and mortgagor represented by same solicitor; and existing mortgagee represented by different solicitor</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of existing mortgagee's solicitor</p>
<p>(d) Central Provident Fund Board, mortgagor and existing mortgagee represented by same solicitor; and new mortgagee represented by different solicitor</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of new mortgagee's solicitor</p>

FIRST SCHEDULE — *continued*

<i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i>	<i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i>
(e) Central Provident Fund Board, mortgagor, existing mortgagee and new mortgagee represented by same solicitor	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Central Provident Fund Board.
9. Redemption of existing mortgage of, or discharge of existing charge on, any land (other than any HDB property), and grant of new mortgage of, or new charge on, that land; and conveyancing money disbursed by new mortgagee under loan taken by mortgagor	
(a) new mortgagee and mortgagor represented by different solicitors	(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of mortgagor's solicitor
(b) new mortgagee represented by solicitor; and mortgagor acts in person	(i) any authorised signatory of new mortgagee's solicitor; and (ii) mortgagor
(c) new mortgagee and mortgagor represented by same solicitor; and existing mortgagee represented by different solicitor	(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of existing mortgagee's solicitor

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>(d) new mortgagee, mortgagor and existing mortgagee represented by same solicitor; and Central Provident Fund Board (as party to redemption of existing mortgage) represented by different solicitor</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of solicitor appointed to represent Central Provident Fund Board.</p>
<p>10. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to mortgagee other than Housing and Development Board), and grant of new mortgage of, or new charge on, that HDB property; and conveyancing money provided by mortgagor</p>	
<p>(a) mortgagor and existing mortgagee represented by different solicitors</p>	<p>(i) any authorised signatory of mortgagor's solicitor; and (ii) any authorised signatory of existing mortgagee's solicitor</p>
<p>(b) mortgagor and existing mortgagee represented by same solicitor; and new mortgagee (other than Housing and Development Board) represented by different solicitor</p>	<p>(i) any authorised signatory of mortgagor's solicitor; and (ii) any authorised signatory of new mortgagee's solicitor</p>
<p>(c) mortgagor and existing mortgagee represented by same solicitor; and Housing and Development Board (as new mortgagee) acts on its own behalf</p>	<p>(i) any authorised signatory of mortgagor's solicitor; and (ii) any authorised signatory of Housing and Development Board.</p>

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>11. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to mortgagee other than Housing and Development Board), and grant of new mortgage of, or new charge on, that HDB property; and conveyancing money withdrawn from mortgagor's account in Central Provident Fund</p>	
<p>(a) Central Provident Fund Board and mortgagor represented by different solicitors</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of mortgagor's solicitor</p>
<p>(b) Central Provident Fund Board represented by solicitor; and mortgagor acts in person</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) mortgagor</p>
<p>(c) Central Provident Fund Board represented by solicitor; and mortgagor represented by Housing and Development Board</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Housing and Development Board</p>

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>(d) Central Provident Fund Board and mortgagor represented by same solicitor; and existing mortgagee represented by different solicitor</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of existing mortgagee's solicitor</p>
<p>(e) Central Provident Fund Board, mortgagor and existing mortgagee represented by same solicitor; and new mortgagee (other than Housing and Development Board) represented by different solicitor</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of new mortgagee's solicitor</p>
<p>(f) Central Provident Fund Board, mortgagor and existing mortgagee represented by same solicitor; and Housing and Development Board (as new mortgagee) acts on its own behalf</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Housing and Development Board</p>
<p>(g) Central Provident Fund Board, mortgagor, existing mortgagee and new mortgagee (other than Housing and Development Board) represented by same solicitor</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Central Provident Fund Board.</p>

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>12. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to mortgagee other than Housing and Development Board), and grant of new mortgage of, or new charge on, that HDB property; and conveyancing money disbursed by new mortgagee (other than Housing and Development Board) under loan taken by mortgagor</p>	
<p>(a) new mortgagee and mortgagor represented by different solicitors</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of mortgagor's solicitor</p>
<p>(b) new mortgagee represented by solicitor; and mortgagor acts in person</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) mortgagor</p>
<p>(c) new mortgagee represented by solicitor; and mortgagor represented by Housing and Development Board</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of Housing and Development Board</p>
<p>(d) new mortgagee and mortgagor represented by same solicitor; and existing mortgagee represented by different solicitor</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of existing mortgagee's solicitor</p>

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>(e) new mortgagee, mortgagor and existing mortgagee represented by same solicitor; and Central Provident Fund Board (as party to redemption of existing mortgage) represented by different solicitor</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of solicitor appointed to represent Central Provident Fund Board.</p>
<p>13. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to Housing and Development Board), and grant of new mortgage of, or new charge on, that HDB property; conveyancing money provided by mortgagor; mortgagor represented by solicitor; and Housing and Development Board (as existing mortgagee) acts on its own behalf</p>	<p>(a) any authorised signatory of mortgagor's solicitor; and (b) any authorised signatory of Housing and Development Board.</p>
<p>14. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to Housing and Development Board), and grant of new mortgage of, or new charge on, that HDB property; and conveyancing money withdrawn from mortgagor's account in Central Provident Fund</p>	

FIRST SCHEDULE — *continued*

<i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i>	<i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i>
(a) Central Provident Fund Board and mortgagor represented by different solicitors	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of mortgagor's solicitor
(b) Central Provident Fund Board represented by solicitor; and mortgagor acts in person	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) mortgagor
(c) Central Provident Fund Board represented by solicitor; and mortgagor represented by Housing and Development Board	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Housing and Development Board
(d) Central Provident Fund Board and mortgagor represented by same solicitor; and Housing and Development Board (as existing mortgagee) acts on its own behalf	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Housing and Development Board.

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>15. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to Housing and Development Board), and grant of new mortgage of, or new charge on, that HDB property; and conveyancing money disbursed by new mortgagee (other than Housing and Development Board) under loan taken by mortgagor</p>	
<p>(a) new mortgagee and mortgagor represented by different solicitors</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of mortgagor's solicitor</p>
<p>(b) new mortgagee represented by solicitor; and mortgagor acts in person</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) mortgagor</p>
<p>(c) new mortgagee represented by solicitor; and mortgagor represented by Housing and Development Board</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of Housing and Development Board</p>
<p>(d) new mortgagee and mortgagor represented by same solicitor; and Housing and Development Board (as existing mortgagee) acts on its own behalf</p>	<p>(i) any authorised signatory of new mortgagee's solicitor; and (ii) any authorised signatory of Housing and Development Board.</p>

FIRST SCHEDULE — *continued*

<i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i>	<i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i>
16. Redemption of existing mortgage of, or discharge of existing charge on, any land (other than any HDB property); conveyancing money provided by mortgagor; and mortgagor and existing mortgagee represented by different solicitors	(a) any authorised signatory of mortgagor's solicitor; and (b) any authorised signatory of existing mortgagee's solicitor.
17. Redemption of existing mortgage of, or discharge of existing charge on, any land (other than any HDB property); and conveyancing money withdrawn from mortgagor's account in Central Provident Fund	
(a) Central Provident Fund Board and mortgagor represented by different solicitors	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of mortgagor's solicitor
(b) Central Provident Fund Board represented by solicitor; and mortgagor acts in person	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) mortgagor
(c) Central Provident Fund Board and mortgagor represented by same solicitor; and existing mortgagee represented by different solicitor	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of existing mortgagee's solicitor

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>(d) Central Provident Fund Board, mortgagor and existing mortgagee represented by same solicitor</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Central Provident Fund Board.</p>
<p>18. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to mortgagee other than Housing and Development Board); conveyancing money provided by mortgagor; and mortgagor and existing mortgagee represented by different solicitors</p>	<p>(a) any authorised signatory of mortgagor's solicitor; and (b) any authorised signatory of existing mortgagee's solicitor.</p>
<p>19. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to mortgagee other than Housing and Development Board); and conveyancing money withdrawn from mortgagor's account in Central Provident Fund</p>	
<p>(a) Central Provident Fund Board and mortgagor represented by different solicitors</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of mortgagor's solicitor</p>

FIRST SCHEDULE — *continued*

<i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i>	<i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i>
(b) Central Provident Fund Board represented by solicitor; and mortgagor acts in person	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) mortgagor
(c) Central Provident Fund Board represented by solicitor; and mortgagor represented by Housing and Development Board	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Housing and Development Board
(d) Central Provident Fund Board and mortgagor represented by same solicitor; and existing mortgagee represented by different solicitor	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of existing mortgagee's solicitor
(e) Central Provident Fund Board, mortgagor and existing mortgagee represented by same solicitor	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Central Provident Fund Board.

FIRST SCHEDULE — *continued*

<p><i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i></p>	<p><i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i></p>
<p>20. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to Housing and Development Board); conveyancing money provided by mortgagor; mortgagor represented by solicitor; and Housing and Development Board (as existing mortgagee) acts on its own behalf</p>	<p>(a) any authorised signatory of mortgagor's solicitor; and (b) any authorised signatory of Housing and Development Board.</p>
<p>21. Redemption of existing mortgage of, or discharge of existing charge on, any HDB property (such mortgage or charge being granted to Housing and Development Board); and conveyancing money withdrawn from mortgagor's account in Central Provident Fund</p>	
<p>(a) Central Provident Fund Board and mortgagor represented by different solicitors</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of mortgagor's solicitor</p>
<p>(b) Central Provident Fund Board represented by solicitor; and mortgagor acts in person</p>	<p>(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) mortgagor</p>

FIRST SCHEDULE — *continued*

<i>Nature of conveyancing transaction; source of conveyancing money; and representation (if any) of relevant parties to that transaction</i>	<i>Persons authorised to sign or countersign pay-out form or variation pay-out form (under these Rules or Academy's Rules) for payment of conveyancing money in those circumstances</i>
(c) Central Provident Fund Board represented by solicitor; and mortgagor represented by Housing and Development Board	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Housing and Development Board
(d) Central Provident Fund Board and mortgagor represented by same solicitor; and Housing and Development Board (as existing mortgagee) acts on its own behalf	(i) any authorised signatory of solicitor appointed to represent Central Provident Fund Board; and (ii) any authorised signatory of Housing and Development Board.

SECOND SCHEDULE

Rule 3

APPOINTED ENTITIES

1. The Academy
2. DBS Bank Ltd (company registration no. 196800306E)
3. Oversea-Chinese Banking Corporation Limited (company registration no. 193200032W)
4. United Overseas Bank Limited (company registration no. 193500026Z)
5. Bank of China Limited (company registration no. S36FC0753G)
6. The Bank of East Asia, Limited (company registration no. S52FC1059A)

THIRD SCHEDULE

Rule 19

TERMS AND CONDITIONS APPLICABLE TO
EVERY CONVEYANCING TRANSACTION**Option to purchase**

1. Where an option to purchase any land requires the deposit payable by a purchaser (upon exercising the option) to be held by the vendor's solicitor as a stakeholder pending the completion of the sale and purchase of that land, that requirement shall be satisfied —

- (a) by the delivery to the vendor's solicitor of a cheque, cashier's order or bank draft for the amount of the deposit and made payable to the title of the conveyancing account of the vendor's solicitor; or
- (b) by the payment of the amount of the deposit to the conveyancing account of the vendor's solicitor by telegraphic transfer.

FOURTH SCHEDULE

Rule 20

SCHEME FOR ADJUDICATION OF RELEVANT DISPUTES

Application

1. The provisions of this Schedule shall apply to every dispute that is submitted for adjudication under the Scheme.

Definitions

2. In this Schedule, unless the context otherwise requires —

“adjudicator” means an adjudicator appointed for the Scheme under paragraph 3(3);

“party”, in relation to a dispute submitted for adjudication under the Scheme, means —

(a) in the case of a dispute arising from a refusal, by a person requested by a solicitor under rule 7(9) or (10) to countersign a pay-out form or variation pay-out form relating to the payment of any conveyancing money from the solicitor's conveyancing account or conveyancing (CPF) account, to countersign that pay-out form or variation pay-out form —

- (i) the person;
- (ii) the solicitor;
- (iii) the client for whom the solicitor was acting when the solicitor made that request; or
- (iv) the party to a conveyancing transaction who is entitled to be paid the conveyancing money; or

(b) in the case of a dispute arising from a refusal, by a person requested by a solicitor under rule 17(1) or (2) to countersign a pay-out form

FOURTH SCHEDULE — *continued*

or variation pay-out form under the Academy's Rules relating to the payment of any conveyancing money deposited by the solicitor with the Academy, to countersign that pay-out form or variation pay-out form —

- (i) the person;
- (ii) the solicitor;
- (iii) the client for whom the solicitor was acting when the solicitor made that request; or
- (iv) the party to a conveyancing transaction who is entitled to be paid the conveyancing money.

Appointment of adjudicator

3.—(1) Any party to a relevant dispute may submit the dispute for adjudication under the Scheme.

(2) An application to submit a dispute for adjudication under the Scheme shall be —

- (a) made to the Society in such form and manner as the Society may require; and
- (b) accompanied by a deposit of \$3,000 for the fees and expenses of the Society and of any adjudicator appointed by the Society to determine the dispute.

(3) The Society shall appoint an adjudicator to determine a dispute submitted for adjudication under the Scheme upon receiving the application and deposit referred to in sub-paragraph (2).

Procedure for adjudication

4.—(1) An adjudicator appointed to determine a dispute submitted for adjudication under the Scheme shall —

- (a) decide how to conduct the adjudication of the dispute; and
- (b) give the parties to the dispute such directions on the conduct of the adjudication as he considers appropriate.

(2) Without prejudice to the generality of sub-paragraph (1), the adjudicator may —

- (a) request, direct or permit any party to the dispute to tender a written statement or response or to make a further or counter argument;
- (b) request, direct or permit any party to the dispute to produce any document that is relevant to the dispute;
- (c) request, direct or permit the attendance, at the adjudication, of any person whom the adjudicator considers to be able to assist in the determination of the dispute;

FOURTH SCHEDULE — *continued*

- (d) meet and question the parties to the dispute and, if any such party is a solicitor, the client for whom that party was acting in the conveyancing transaction out of which the dispute arose;
- (e) specify or limit the length or time for submission of any statement, response or argument; and
- (f) proceed with the adjudication and make a determination on the dispute, even if any party to the dispute —
 - (i) does not participate in the adjudication; or
 - (ii) fails to comply with a request or direction of the adjudicator.

(3) The parties to the dispute shall comply with any request or direction of the adjudicator in relation to the adjudication.

(4) The adjudicator shall, as far as possible, ensure that the total time spent on all meetings between the adjudicator and the parties to the dispute (including, if any such party is a solicitor, the client for whom that party was acting in the conveyancing transaction out of which the dispute arose) does not exceed an aggregate of 4 hours.

(5) Subject to sub-paragraphs (6) and (7), an adjudicator shall determine a dispute submitted for adjudication under the Scheme within 5 days after the date he is appointed under paragraph 3(3) to determine the dispute.

(6) Where any party to a dispute submitted for adjudication under the Scheme applies to the court, under section 73E(3) of the Act, to determine the dispute at any time before an adjudicator has determined the dispute or made any order referred to in paragraph 5(4) in relation to the dispute —

- (a) the adjudication shall be stayed pending the determination of the application by the court;
- (b) if the court, upon hearing the application, determines the dispute —
 - (i) the adjudication shall be terminated; and
 - (ii) the Society and any adjudicator appointed to determine the dispute shall be entitled to be paid their fees and expenses in accordance with paragraph 10; and
- (c) if the court, upon hearing the application, decides not to determine the dispute, the adjudication shall resume.

(7) The adjudicator may extend the time within which he is required to determine the dispute, if it is appropriate in the circumstances for him to do so.

Duties and powers of adjudicator

5.—(1) An adjudicator shall be impartial.

(2) An adjudicator who is appointed to determine a dispute submitted for adjudication under the Scheme shall, when determining the dispute, have regard to the provisions of these Rules.

FOURTH SCHEDULE — *continued*

(3) An adjudicator who is appointed to determine a dispute submitted for adjudication under the Scheme shall not be bound by the rules of evidence when determining the dispute, but may inform himself on any matter in such manner as he thinks fit.

(4) An adjudicator who is appointed to determine a dispute submitted for adjudication under the Scheme may —

- (a) determine the dispute;
- (b) order any party to the dispute to do one or more of the following:
 - (i) to countersign a pay-out form or variation pay-out form or pay conveyancing money to a specified payee;
 - (ii) to pay such compensation (including interest for the late completion of a conveyancing transaction) as the adjudicator may determine for any loss caused, by reason of that party's failure to countersign a pay-out form or variation pay-out form or pay conveyancing money to a specified payee, to any other party to that dispute;
 - (iii) to pay such costs as the adjudicator may determine to any other party to that dispute; and
- (c) if the adjudicator is of the opinion that the dispute is not a relevant dispute, or that any issue raised during the adjudication of the dispute falls outside the purview of the Scheme, do either or both of the following:
 - (i) determine that the Scheme does not apply to that dispute or issue;
 - (ii) order the party submitting that dispute or raising that issue to pay such costs as the adjudicator may determine to any other party to that dispute.

Determination or order of adjudicator binding on parties to dispute

6. Where an adjudicator is appointed to determine a dispute that is submitted for adjudication under the Scheme, the adjudicator's determination of the dispute, and every order made by the adjudicator in relation to the dispute —

- (a) shall be binding on the parties to the dispute, and on any person claiming through or under any such party, unless the determination or order is set aside or varied by the court pursuant to an application made under section 73E(4) of the Act; but
- (b) may not be relied on by any other person.

Enforcement of determination or order of adjudicator

7.—(1) Where an adjudicator has determined a dispute that is submitted for adjudication under the Scheme, the parties to the dispute shall implement the adjudicator's determination without delay.

FOURTH SCHEDULE — *continued*

(2) Where, upon determining a relevant dispute submitted for adjudication under the Scheme, an adjudicator has ordered a party to the dispute to countersign a pay-out form or variation pay-out form, and that party fails to do so within such period as the adjudicator may specify —

- (a) a Director of the Society who is appointed by the Council for this purpose may countersign the pay-out form or variation pay-out form on behalf of that party; and
- (b) the signature of the Director shall have the same effect as the counter-signing of the pay-out form or variation pay-out form by that party.

(3) Where, upon determining a dispute submitted for adjudication under the Scheme, an adjudicator has ordered any party to the dispute to pay any compensation or costs to any other party to the dispute (referred to in this sub-paragraph as the relevant party), any part of the compensation or costs that is not paid to the relevant party may be sued for and recovered by the relevant party as a debt due to the relevant party.

(4) For the avoidance of doubt, this paragraph does not apply to any determination or order of an adjudicator that is set aside or varied by the court pursuant to an application made under section 73E(4) of the Act.

Time for making application under section 73E(4) of Act

8.—(1) An application under section 73E(4) of the Act to set aside or vary an adjudicator's determination or order shall be made within 3 working days after the date of the determination or order.

(2) For the purposes of sub-paragraph (1), “working day” means any day other than a Saturday, Sunday or public holiday.

Protection from liability

9.—(1) An adjudicator shall not be liable to be sued for any thing done or omitted to be done by him for the purposes of an adjudication under the Scheme, if —

- (a) the thing was done or omitted in good faith; and
- (b) the thing done or omission did not involve any fraud or wilful misconduct on his part.

(2) The Society, the Council and any Director of the Society referred to in paragraph 7(2) shall not be liable to be sued for any thing done or omitted to be done by all or any of them for the purposes of the Scheme, if —

- (a) the thing was done or omitted in good faith; and
- (b) the thing done or omission did not involve any fraud or wilful misconduct on the part of all or any of them.

FOURTH SCHEDULE — *continued*

Fees and expenses

10.—(1) The fee payable to the Society for the administration of an adjudication under the Scheme shall be \$300, and shall be deducted by the Society from the deposit paid to the Society under paragraph 3(2)(b).

(2) Subject to sub-paragraph (4), an adjudicator's fee for work done for the purposes of an adjudication under the Scheme shall be payable at the rate of \$800 for each hour spent by the adjudicator on the adjudication.

(3) Subject to sub-paragraph (4), an adjudicator appointed to determine a dispute submitted for adjudication under the Scheme shall be entitled to be reimbursed a reasonable amount for all expenses (including disbursements for photocopying, telephone calls and facsimile transmissions) reasonably incurred by him for the conduct of the adjudication.

(4) The total amount payable to an adjudicator for his fee referred to in sub-paragraph (2) and expenses referred to in sub-paragraph (3) shall not exceed \$5,000.

(5) Where an adjudicator has been appointed to determine a dispute submitted for adjudication under the Scheme —

- (a) if the total amount of the adjudicator's fee referred to in sub-paragraph (2) and expenses referred to in sub-paragraph (3) does not exceed \$2,700 —
 - (i) the adjudicator shall deduct that total amount from the deposit paid to the Society under paragraph 3(2)(b); and
 - (ii) the party submitting that dispute shall be entitled to a refund of any remainder (after the deductions referred to in sub-paragraph (i) and sub-paragraph (1)) of that deposit; or
- (b) if the total amount of the adjudicator's fee referred to in sub-paragraph (2) and expenses referred to in sub-paragraph (3) exceeds \$2,700 —
 - (i) the adjudicator shall deduct \$2,700 from the deposit paid to the Society under paragraph 3(2)(b) towards the payment of that total amount; and
 - (ii) the party submitting that dispute shall pay the adjudicator the balance of that total amount.

Made this 4th day of July 2011.

PANG KIN KEONG
*Permanent Secretary,
Ministry of Law,
Singapore.*