

## **SINGAPORE ACADEMY OF LAW (CONVEYANCING MONEY) GUIDANCE NOTES 1/2017**

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

The guidance notes and forms prescribed with effect from 2 January 2018.

DATED THIS 18<sup>TH</sup> DAY OF DECEMBER 2017

## **Contents**

- PART A OVERVIEW**
- PART B PROPERTY TYPE**
- PART C FORMS TO USE**
- PART D PRODEDURES FOR PAYMENT IN AND PAYMENT OUT**
- PART E SERVICE FEES**
- PART F OTHER PAYMENT OUT SCENARIOS**
- PART G REPORTS FROM SAL**
- PART H GENERAL INFORMATION**

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

## **PART A – OVERVIEW**

A1 SAL is one of the entities involved in the new Conveyancing Money Service. This overview is a brief summary to help Purchasers and Vendors understand SAL Conveyancing Money Service. As always, they should consult their solicitors if they have any questions.

### **The Service**

A2 For the Service, the relationship between the various parties will be governed by the Conveyancing and Law of Property (Conveyancing) Rules 2011 and the Singapore Academy of Law (Conveyancing Money) Rules 2011.

A3 SAL will be holding two types of Conveyancing Money:

- (a) stakeholding deposit; and
- (b) conveyancing money (other than stakeholding deposit) (i.e. Purchaser's or Vendor's money to be used for the settlement of the sale and purchase of the property concern).

A4 For stakeholding deposit, both the Purchaser and the Vendor have to appoint SAL as stakeholder. The appointment is carried out by:

- (a) including the proposed stakeholding clause in the Sale and Purchase Agreement or Option to Purchase for the property; and
- (b) signing the Pay-In Form or authorising in writing their solicitors to sign the Pay-In Form.

A5 For conveyancing money that the Purchaser or Vendor wishes to deposit with SAL, the Purchaser or Vendor will need to:

- (a) complete the relevant section of the Pay-In Form; and
- (b) sign the Pay-In Form or authorising in writing their solicitors to sign the Pay-In Form. SAL will require the original written letter of appointment.

If they are able to get the solicitor of the other party ("counter-signatory") in the sale and purchase transaction to sign on the Pay-In Form, it will facilitate the payment out process in the event that the Singapore Land Authority Electronic Payment Instructions System (ePI system) is down. It is not mandatory to have the specimen signature of the counter-signing solicitor on the Pay-In Form.

## Stakeholding and Other Arrangement

### *Stakeholding Deposit*

- A6 SAL is the only stakeholder for the stakeholding deposit i.e. the option deposit, usually the 5% less the option fee.
- A7 Payment in of the stakeholding deposit is usually done by the Vendor or his solicitor into any of SAL's designated bank account as stated in the Pay-In Form.
- A8 As stakeholder, SAL will only release the stakeholding deposit when instructed by both the Purchaser and the Vendor (or their solicitors) latest by the cut-off-time on the Expected Date of Collection (which is usually the completion date).
- A9 Payment to Category A,<sup>1</sup> B and C payees will require the 'signatory' of both Purchaser and Vendor or their solicitors. Details for the use of the ePI system can be found at the following Singapore Land Authority (SLA) websites:

<https://www.sla.gov.sg/starsELS/jsp/common/index.jsp>

<https://www.sla.gov.sg/starsELS/jsp/common/Help/UserGuide.jsp>

### *Conveyancing Money (other than stakeholding deposit) that the Purchaser or Vendor Wishes to Deposit with SAL*

- A10 Payment in of such conveyancing money is to be done by the Purchaser or Vendor (or their solicitors) to SAL's bank account.
- A11 SAL will only release such conveyancing money when instructed latest by the cut-off-time on the Expected Date of Collection (which is usually the completion date).
- A12 Payment to Category A payees will require only the 'signatory' of the party who chose to deposit the conveyancing money with SAL. Payment to Category B and C payees will require a counter-signatory.

### *Fees*

- A13 Normal Service fees are to be paid at the time the Pay-In Form is submitted to SAL. If Express Service is required (i.e. less than 3 working days' notice given to SAL), additional Express Service fee is to be paid at time of collection of the cheque / cashier's order from SAL.

---

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

*Payment Out via Cashier's Order*

A14 All payment out by SAL will be by SAL's cheques. SAL will only buy cashier's order for payment to the Vendor's mortgagee bank.

**PART B – PROPERTY TYPE**

B1 There are some restrictions to the conveyancing money which SAL will hold. SAL's Conveyancing Money Service does not apply to any S&P:

- (a) to which the Housing Developers Rules (Cap. 130, R 1), the Sale of Commercial Properties Rules (Cap. 281, R 1), the Housing and Development (Design-Build-And-Sell Scheme — Form of Contract) Rules 2006 (G.N. No. S 508/2006) or the Executive Condominium Housing Scheme Regulations (Cap. 99A, Rg 1) apply; or
- (b) for the collective sale of 2 or more immovable properties, whether pursuant to Part VA of the Land Titles (Strata) Act (Cap. 158) or otherwise.

B2 Conveyancing money relating to refinancing, tenancy agreements or CPF money will not be held by SAL.

**PART C – FORMS TO USE**

C1 The following forms are to be used when appointing SAL as stakeholder to the stakeholding deposit or appointing SAL to hold other conveyancing money:

- (a) When ePI system is down or not available:
  - (i) For payment in, use **Form 8 Pay IN** (see sample at Annex A1)
  - (ii) For payment out, use **Form 9 Pay OUT** (see sample at Annex B)
- (b) When ePI system is in operation:
  - (i) For payment in, use **SAL Pay IN Form (PIF8) and its variation form**
  - (ii) For payment in, use **Form 8A Pay IN** (see sample at Annex A2) to be scanned and attached to PIF8
  - (iii) For payment out, use **Pay OUT Form A (POA) and its variation form**
  - (iv) **For payment out, use Pay OUT Form BC (POBC) and its variation form**

## PART D – PROCEDURES FOR PAYMENT IN AND PAYMENT OUT

### Acronyms Used

D1 In this section, the following acronyms are used to denote tasks that have to be performed by particular lawyers/buyers/sellers.

Acronym	Meaning
V	Vendor / Seller of property
P	Purchaser / Buyer of property
VS	Vendor's / Seller's Solicitor or Lawyer
PS	Purchaser's / Buyer's Solicitor or Lawyer
OTP	Option to Purchase
S&P	Sale and Purchase Agreement

### Appointment and Payment In

#### *Appointment of SAL as stakeholder*

- D2 To appoint SAL as the stakeholder, both P and V must state in the OTP or S&P that the stakeholding deposit is to be placed with SAL as stakeholder. This should be **agreed to by all the parties** to the OTP or S&P before any stakeholding deposit is paid into SAL's bank account.
- D3 The recommended clause to use in the OTP or S&P to appoint SAL as stakeholder can be found at Annex C.

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

- D4 Other than the stakeholding deposit, P or V can also pay to SAL other types of conveyancing money for the sale and purchase of property in Singapore.

For example, P can pay in the Balance of the Purchase Price, any goods and services tax under the Goods and Services Act payable in respect of a conveyancing transaction or stamp duties payable relating to the conveyancing transaction.

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

### Payment In Procedures

D5 SAL accepts cheque or cashier's order. Payment can also be made by electronic fund transfer directly to SAL's bank accounts as follows:

S/N	Bank	Bank Code	Branch Code	Account No.
1	Development Bank of Singapore	7171	033	033-017637-6
2	OCBC Bank Ltd	7339	501	501-399919-001
3	UOB Bank Group	7375	001	101-300-711-5

D6 The conveyancing money shall be paid, and the Pay-In Form shall be given, to SAL not less than 14 days before the date SAL is required to pay out any part of the conveyancing money to any authorised payee.

D7 Steps for payment in by cheque or cashier's order

- (a) Have the cheque or cashier's order made payable to '**Singapore Academy of Law**'.
- (b) To ensure proper credit to the right property unit address, write the following information on the deposit slip (available from the Stakeholding Services of SAL) and at the back of the cheque or cashier's order:
  - (i) Property Unit Address;
  - (ii) Transaction File Reference Number: This reference number for a specific sale and purchase transaction **must** be the same as the transaction file Reference Number (maximum 16 characters) stated in the Pay-In Form; and
  - (iii) Name of Solicitor's Firm and Contact Number.
- (c) Present the cheque or cashier's order with the duly completed deposit slip at any of the participating banks.
- (d) Obtain the customer's copy of the validated bank deposit slip from the bank teller after depositing the cheque or cashier's order.

D8 Steps for payment in by electronic fund transfer

- (a) Obtain SAL's bank account number and prepare the application to transfer the conveyancing money into SAL's bank account.
- (b) To ensure proper credit to the right property unit address, the following information should also be reflected on the electronic fund transfer application form/letter:
  - (i) Property Unit Address;
  - (ii) Transaction File Reference Number: This reference number for a specific sale and purchase transaction **must** be the same as the transaction file Reference Number (maximum 16 characters) stated in the Pay-In Form; and
  - (iii) Name of Solicitor's Firm and Contact Number.

### Where to obtain the Pay-In Form

- D9 The hardcopy of the forms can be downloaded from SAL's website (<https://www.sal.org.sg>). The SLA ePI "SAL Pay-IN Form (PIF8)" can be accessed via the ePI system after the form has been launched in Year 2012 (<https://www.sla.gov.sg/starsELS/jsp/common/index.jsp>)

### Submission of Pay-In Form

- D10 A Pay-In Form (Form 8 Pay IN) must be submitted to SAL no later than the day the said sum of conveyancing money is deposited into SAL's bank account. The transaction file reference no. (maximum 16 characters) required in the Pay-In Form is crucial in order for SAL to match the deposit.
- D11 Parties are advised to submit the Pay-In Form to SAL before the payment in of any conveyancing money. The early submission of the Pay-In Form is important for SAL to access relevant information relating to the payment in of money. This will enable SAL to confirm the receipt of the conveyancing money sooner.
- D12 The following table summarises the steps relating to the preparation and submission of the Pay-In Form to SAL:

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

- D13 SAL Reference No. will be assigned to each Pay-In Form. Additional service fees are payable if SAL is required to create a new SAL Reference No. for different sums of money paid into SAL by different parties.



- D14 Bank charges relating to the fund transfer or other costs relating to the deposit into SAL’s bank accounts are to be borne by the party depositing the money into SAL’s bank accounts.
- D15 Pay-in instructions can be submitted using ‘SAL Pay IN Form (PIF8)’ via ePI system when it is available in Year 2012. Instead of signing on the manual “Form 8 Pay IN”, P and V will then have to sign on the manual “Form 8A Pay IN” to indicate their appointment of their solicitors. The solicitors can also submit their specimen signatories via this new form, which is to be attached to the PIF8 before it is submitted via ePI system to SAL.

### Payment Out Procedures

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

- D16 The ePI Pay-Out Forms/Variation Pay-Out Forms should be used to submit pay-out instructions to SAL.
- D17 You will need to register with the SLA to get a login ID and password before you can submit the ePI forms. Please go to the following websites for more information:

<b>Apply For Epi Access</b>	<a href="https://www.sla.gov.sg/starsELS/jsp/common/FAQs/FAQ_Index.jsp">https://www.sla.gov.sg/starsELS/jsp/common/FAQs/FAQ_Index.jsp</a>
<b>Apply For Netrust Token</b>	<a href="https://www.netrust.net/downloads/public/FAQ_ELSv2.pdf">https://www.netrust.net/downloads/public/FAQ_ELSv2.pdf</a>

- D18 In the event that the ePI system is down, you will need to submit your pay-out instructions to SAL using the manual Pay-Out Form (Form 9 Pay OUT). The manual “Form 9 Pay OUT” can be downloaded from the SAL website (<https://www.sal.org.sg>).

### Categories of Payees

- D19 Conveyancing money deposited into SAL’s bank account can be paid out to several categories of payees. Please refer to the Singapore Academy of Law (Conveyancing Money) Rules 2011 for the definitions of the Category A, Category B and Category C payees.

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

D20 There are different forms in the ePI system to cater for payment to different categories of payees. The following table shows the ePI Pay-Out Form you should use to submit your pay-out instructions to SAL and the endorsement and counter-signing required for the different types of conveyancing money paid in to SAL.

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

Note:

- (1) PS – Purchaser's Solicitor, VS – Vendor's Solicitor, NA – Not Applicable.
- (2) POA – ePI Pay-Out Form A
- (3) POBC – ePI Pay-Out Form BC
- (4) Where an individual who acts in person is required to countersign a POBC or POBC variation to enable the conveyancing money to be paid from SAL, he may do so in the presence of an authorised officer of the SLA, or in any other manner as may be agreed by SAL.
- (5) Where an entity which acts in person is required to countersign a POBC or POBC variation to enable the conveyancing money to be paid from SAL, an authorised signatory of the entity may do so in the presence of an authorised officer of the SLA, or in any other manner as may be agreed by SAL.
- (6) Please also refer to Annex D to this Instruction entitled "Submitting Pay-Out Form via ePI system to SAL" on how to complete the POA and POBC for submission to SAL.
- (7) POBC is to be used for payment out of **stakeholding deposit** to Category A payees. POBC have to be endorsed and counter-signed by both the PS and VS before they are submitted to SAL.
- (8) Variation form duly signed / counter-signed (where applicable) shall supersede the instructions set out in the Pay-Out Form that was previously submitted for the same SAL Reference No.
- (9) Other than the ePI Pay-Out Forms, there is no need to submit any other documents to SAL.

*When ePI System is down – Which manual forms to use and how to submit amendments?*

- D21 Use manual Pay-Out Forms downloaded from SAL’s website (<https://www.sal.org.sg>) only when the ePI system is down.
- D22 There is only one manual version of Pay-Out Form (Form 9 Pay OUT). This same manual form can be used for payment out to all different categories of payees. When using manual Form 9 Pay OUT to submit variations to pay-out instructions submitted earlier, please tick the relevant box to indicate that this is a variation instruction. A cover letter is to be attached when submitting manual forms to SAL. The latest copy of duly completed Form 9 Pay OUT, endorsed and counter-signed will supersede older versions of the Form 9 Pay OUT.
- D23 The following table shows the endorsement and counter-signing required for the different types of conveyancing money paid into SAL when the manual Pay-Out Form 9 Pay OUT is used to give SAL instructions regarding payment out of the money deposited with SAL:

Category of Payee	Original/ Variation Form 9 Pay Out	Stakeholding Deposit		Vendor’s Conveyancing Money		Purchaser’s Conveyancing Money	
		Prepare & Endorse by (as stated in Pay-In Form)	Counter-sign by (as stated in Pay-In Form)	Prepare & Endorse by (as stated in Pay-In Form)	Counter-sign by	Prepare & Endorse by (as stated in Pay-In Form)	Counter-sign by
A	Original	VS	PS	VS	NA	PS	NA
	Variation: Add/ Amend payee	VS	PS	VS	NA	PS	NA
	Variation: Delete payee/ Amend amount	VS	NA	VS	NA	PS	NA
B	Original	VS	PS	VS	PS	PS	VS
	Variation: Add/ Amend payee	VS	PS	VS	PS	PS	VS
	Variation: Delete payee/ Amend amount	VS	NA	VS	NA	PS	NA
C	Original	VS	PS	VS	PS	PS	VS
	Variation: All	VS	PS	VS	PS	PS	VS

Note:

- (1) PS – Purchaser’s Solicitor, VS – Vendor’s Solicitor, NA – Not Applicable
- (2) Manual forms are to be signed by PS and / or VS accordingly and accompanied by a cover letter.
- (3) Party submitting the form is to send a copy of the form to the other party in the conveyancing transaction.
- (4) Signatories on the Pay-Out Form to tally with that indicated on the specimen signatories on/attached to the Pay-In Form.
- (5) If specimen signatories were not previously given by the solicitors at the time of submission of Pay-In Form to SAL, the parties / solicitors submitting the manual Pay-Out Form to SAL will have to sign the Pay-Out Forms at the SAL Stakeholding Services within the counter opening hours, after SAL’s officers have checked their NRIC / Passport.
- (6) Variation form duly signed / counter-signed (where applicable) shall supersede the instructions set out in the Pay-Out Form that was previously submitted for the same case.
- (7) Other than the Pay-Out Forms, there is no need to submit any other documents to SAL.

*Partial payment out*

D24 If only a portion of the amount held by SAL is to be paid out, parties will have to indicate on the ePI Pay-Out Form that this is an interim payment under “Status of Transaction”. SAL will continue to hold any remaining money until all the amount has been paid out.

*Submission deadline for Pay-Out instruction*

D25 Under normal situations, the parties are to submit the Pay-Out Forms, before the closing hours, **at least 3 working days** before the Expected “Date of Collection” indicated on the Pay-Out Form. This will be the Normal Service provided by SAL.

D26 Pay-Out Forms/Variation Pay-Out Forms given to SAL **less than 3 working days** or latest by the morning of the “Date of Collection” will be using the Express Service of SAL where additional Express Service fee applies.

D27 Please refer to the table below for the cut-off-time for Normal and Express Services:

S/N	Pay-Out Instruction Submission Cut-Off-Time / Date	Cheque / Co Collect Date / Time	Other Remarks
1	Normal Service: By 4.30pm, at least 3 working days before the Expected Date of Collection	On Expected Date of Collection: 2.30 p.m.—5.30 p.m.	For collection after 4.30 p.m. and before 5.30 p.m.: call SAL at 63324154/176/135 for appointment
2	Express Service A – By 12.30pm on Expected Date of Collection	On Expected Date of Collection: 5.00 p.m.—5.30 p.m.	
	Express Service B – By 4.30pm, less than 3 working days before the Expected Date of Collection	On Expected Date of Collection: 4.30 p.m.—5.30 p.m.	

D28 The Expected Date of Collection indicated on the Pay-Out Form **shall exclude** the eve of New Year, Chinese New Year and Christmas for **Express Service A** listed in the table above.

*Mode of payment*

D29 All payment out by SAL will be by SAL’s cheques. SAL will only buy cashier’s order (CO) for payment to the Vendor’s mortgagee bank.

D30 SAL will not buy demand draft or perform electronic fund transfer for any payment out of the conveyancing money.

*Collection of cheque / CO from SAL*

- D31 A Payment Advice and Payment Voucher will be attached to every cheque/CO to be collected from SAL. The Payment Advice and Payment Voucher will indicate the relevant SAL Reference No. The SAL Reference No. is a unique number which SAL would have assigned upon receiving the Pay-In Form. The P and V or their solicitors will be able to match the SAL Reference No. against the Payment In Report.
- D32 By default, we only allow the authorised agent from the following parties to collect the cheque/CO from SAL.
- D33 An authorised agent refers to:
- (a) the name of a person and NRIC/Passport No. stated in the manual Form 9 Pay OUT under “Collection Details” or in the ePI Pay-Out Form under “Additional Information for Appointed Bank/Entity”;
  - (b) the Law Firm’s existing authorised agent as lodged with SAL; or
  - (c) the name of a person and NRIC/Passport No. stated in a letter (given on the Law Firm’s letterhead) presented to SAL on the date of collection of cheque/CO.
- D34 The following table shows the authorised agent for the type of conveyancing money paid in:

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

- D35 In the event where there is no appointed solicitor, P or V can collect the cheque/CO due to them at SAL’s Stakeholding Services counter after presenting their NRIC / Passport to SAL for verification.
- D36 In the event the ePI system is down and the manual Form 9 Pay OUT is used to give pay-out instruction to SAL, the manual Form 9 Pay OUT and cover letter can be sent by facsimile transmission to SAL no later than the closing hour. **The original must be submitted to SAL by personal delivery / registered letter within 3 working days after the day that copy is sent by facsimile transmission, or at the time when the cheque / CO are collected.**
- D37 SAL’s cheque/CO will not be handed over to the authorised agent in any of the following situations:
- (1) the original Form 9 Pay OUT and cover letter is not presented to SAL (when manual Form 9 Pay OUT is used);
  - (2) there are discrepancies between the original Form 9 Pay OUT and the Form 9 Pay OUT faxed to SAL earlier on;
  - (3) the relevant fees (refer to Part E for the fees) have not been paid up.

## PART E – SERVICE FEES

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

### Fees

E2 Normal Service fee of \$160.50 (inclusive of GST) will be payable at the point of time when the parties submit the Pay-In Form to SAL. Fees can either be paid by cheque made payable to “Singapore Academy of Law”, NETS or credit card.

E3 If there is any last minute amendment to the Pay-Out Form (eg amendment to the payee or payment amount or in the mode of payment), additional Express Service fee of \$107.00 (inclusive of GST) will be applicable. Additional Express Service fee is also payable if the submission of the pay-out instructions is less than 3 working days before the Expected Date of Collection. This fee will be payable at the time of collection of the cheque/CO from SAL. Cheque/CO will not be released if the fees are not paid. Please refer to Annex E for examples on submission of Pay-Out Forms, collection date and fees payable.

E4 The parties to pay the fees are as follows:

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

E5 Tax invoice will be issued as follows:

	Type of Money		
	Stakeholding Deposit	P’s Conveyancing Money	V’s Conveyancing Money
To whom SAL will issue the tax invoice to	V	P	V

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

E6 SAL will absorb one CO fee for each Normal Service fee and each additional Express Service fee. Additional fees are payable for other services. All additional fees will be charged on a reimbursement basis (inclusive of GST where applicable). Examples of other services include:

- (a) Purchase of additional CO
- (b) Cancellation of CO
- (c) Stop Payment of CO
- (d) Replacement of cheques
- (e) Stop Payment of cheques

- E7 Additional fees are to be paid at the time of collection of the cheque/CO from SAL. It can either be paid by cheque made payable to “Singapore Academy of Law”, NETS or credit card.
- E8 By default, for stakeholding deposit, the additional fee is to be paid by V. For P’s or V’s conveyancing money, it should be paid by P or V respectively.
- E9 For cancellation/stop payment of CO, the party requesting SAL to do the cancellation/stop payment should be paying for the related fee.
- E10 Stop payment of CO instructions will only be entertained by SAL if acceptable evidence is produced that the CO is lost or damaged.

*Interest earned from the conveyancing money*

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

## **PART F – OTHER PAYMENT OUT SCENARIOS**

### **When the S&P is aborted**

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

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

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

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

- F3 In the event the counter-signing party refuses to counter-sign the pay-out instructions for situations mentioned in Part IV of the Conveyancing and Law of Property (Conveyancing) Rules 2011, the relevant party may apply to submit the dispute for adjudication under the Scheme mentioned in the Fourth Schedule of the Conveyancing and Law of Property (Conveyancing) Rules 2011.
- F4 The Law Society will be administering an adjudication scheme for disputes arising from a party’s failure to counter-sign documents, resulting in a delay in the withdrawal of conveyancing money deposited with an Appointed Entity.

F5 The adjudication scheme helps to prevent undue delay to the conveyancing process by providing a quicker alternative to court proceedings. It is not intended to deal with substantive disputes.

## PART G – REPORTS FROM SAL

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

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

<sup>#</sup> Note:

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

## PART H – GENERAL INFORMATION

### Address

H1 Address to submit manual forms and to collect cheque/CO and reports

The SAL Stakeholding Service is located at:

1 Coleman Street, The Adelphi  
#08-06, Singapore 179803

### Opening Hours of the Stakeholding Counter

H2 The opening hours of the Stakeholding Counter are as follow:

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



### Collection of Cheque/CO

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

### Definition of “Working Day”

- H4 “Working day” refers to any day from **Monday to Friday** which is not a public holiday.

### Service of Notices and Documents

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

#### *Notice to SAL*

- H6 A notice or document required to be served by a party on SAL shall be sufficiently served if received by SAL **no later** than the closing hour on the day the notice or document is due:
- (a) by post in a registered letter;
  - (b) by personal delivery; or
  - (c) by facsimile transmission, and the original of the notice or document is served on SAL **within 3 working days**, by post in a registered letter or by personal delivery, after the day that copy is sent by facsimile transmission.

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

- H7 A notice or document required to be served by SAL on any party shall be sufficiently served if:
- (a) collected by the party or his authorised representative from the premises of SAL no later than the closing hour;
  - (b) sent by ordinary post; or
  - (c) sent by electronic mail ('email').
- H8 SAL shall not serve a notice or document on a party by email unless that party agrees to accept service by email and provides a valid email address.

### Change of Solicitors or Other Particulars

- H9 The P's and/or V's appointment of solicitors will be notified to SAL by way of Pay-In Form duly served by P and their solicitors and/or V and their solicitors.
- H10 If P or V appoints new solicitors to act on their behalf, P or V will have to notify SAL in writing informing SAL of the discharge of the existing solicitor and the appointment of the new solicitor. See Annex F.

- H11 The newly appointed solicitor (and its alternate authorisers) should also endorse on the new letter of appointment to SAL. See Annex F.
- H12 SAL will not accept the Change of Counter-Signatories Form via the ePI system.
- H13 If there are any changes to the address, telephone number(s), fax number(s) or other details relating to P or V or their solicitors, please write to SAL immediately, quoting the SAL Reference Number.

## Enquiries

- H14 For any enquiries, please call the following telephone numbers:
- (65) 6332 4154
  - (65) 6332 4176
  - (65) 6332 4135
- H15 Email address for enquiry: [stakeholding@sal.org.sg](mailto:stakeholding@sal.org.sg)

**Annex A1 – Form 8 Pay In**

**SAL Stakeholding Service**  
1 Coleman Street, The Adelphi  
#08-06, Singapore 179803

**Counter Hours**  
Monday – Friday:  
9.00 a.m.—4.30 p.m.  
Eve of New Year, Chinese New Year and Christmas:  
9.00 a.m.—12.30 p.m.

[Please tick (✓) only one]

- New Form  
 Variation Form

Enquiry Lines: 63324154/176/135  
Facsimile No: 63331227

Collection of cheques/CO after 4.30 p.m.. on full working days:  
By appointment only, please call 63324154/176/135

**Instructions**

1. To be accompanied by a cover letter from the Vendor/Purchaser or their solicitors (as the case may be).
2. To be served at the above mentioned address within the above mentioned counter hours.
3. A copy of the form is to be promptly served on the other party to the Sale and Purchase Agreement.
4. Incomplete form may be rejected by SAL.
5. This service is governed by the Conveyancing and Law of Property (Conveyancing) Rules 2011 and the Singapore Academy of Law (Conveyancing Money) Rules 2011 and Guidance Notes issued thereunder.

**Mode of Delivery** [Please tick (✓) only one]

Registered Post  Personal Delivery  By Fax to 6333 1227 followed by Personal Delivery

**Date of Form:** \_\_\_\_\_

**Property Particulars**

Property Address: \_\_\_\_\_ Project Name (if applicable): \_\_\_\_\_ Mukim/TS & Lot No: \_\_\_\_\_  
Block No. \_\_\_\_\_ Unit No. \_\_\_\_\_  
Name of Street \_\_\_\_\_ Singapore \_\_\_\_\_

**Details of Payment In**

The Stakeholding Deposit/Conveyancing Money\* was paid/will be\* paid into the following account of SAL and can be identified by this Transaction File Reference No:

\_\_\_\_\_ [This can be either Vendor's or Purchaser's file reference number – max.16 characters]

**SAL Reference No.** (if applicable): \_\_\_\_\_

<u>Amount</u>	<u>Date of Payment In</u>	<u>Estimated Date of Payment Out</u>	[Please tick (✓) only one]
\$ _____	_____	_____	<input type="checkbox"/> DBS account no. 033-017637-6
\$ _____	_____	_____	<input type="checkbox"/> OCBC account no. 501-399919-001
			<input type="checkbox"/> UOB account no 101-300-711-5

[Please tick (✓) only one]

- The amount paid in/to be paid\* in to SAL is the **Stakeholding Deposit** to be held by SAL  
To complete Section A, Section B1 & B2 and Section C1 & C2 [if applicable]
- The amount paid in/to be paid in\* to SAL belongs to **Purchaser**  
To complete Section A, Section B1, Section C1 [if applicable] and Section D1
- The amount paid in/to be paid in\* to SAL belongs to **Vendor**  
To complete Section A, Section B2, Section C2 [if applicable] and Section D2

**Stakeholding Service Fee**

Enclosed is the Service Fee (inclusive of GST) of \$160.50 payable [Please tick (✓) only one]:

- By Cheque/Cashier's Order\*  By NETS/Credit Card\*
- Bank/Cashier's Order\* No. or Cheque No: \_\_\_\_\_

**SECTION A**

**Purchaser's Particulars**

	Name <sup>#</sup>	NRIC/UEN
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____

Attach additional sheets if more than 5.

Mailing Address: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Vendor's Particulars**

	Name <sup>#</sup>	NRIC/UEN
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____

Attach additional sheets if more than 5.

Mailing Address: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**SECTION B1**

**Purchaser's Appointment of Solicitors**

[Please tick (✓) only one]

- I/We have appointed the following firm of solicitors (refer to section C1) for the purchase of this property.
- I/We\* are not appointing solicitors. Please correspond with us directly. I/We\* confirm that I/we\*, the Purchaser(s) are not under bankruptcy proceedings/winding-up proceedings/receivership\* at the date of this Notice

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

\_\_\_\_\_  
*Signature(s)*

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

Company Stamp  
(if applicable) \_\_\_\_\_

**SECTION B2**

**Vendor's Appointment of Solicitors**

[Please tick (✓) only one]

- I/We have appointed the following firm of solicitors (refer to Section C2) for the sale of this property.
- I/We\* are not appointing solicitors. Please correspond with us directly. I/We\* confirm that I/we, the Vendor(s) are not under bankruptcy proceedings/winding-up proceedings/receivership\* at the date of this Notice

\_\_\_\_\_  
*Signature(s)*

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

Company Stamp  
(if applicable) \_\_\_\_\_

**SECTION C1**

**Purchaser's Solicitor's Confirmation** (if applicable)

Solicitor's File  
Ref No: \_\_\_\_\_

Law Firm Name: \_\_\_\_\_

Law Firm Address: \_\_\_\_\_

Law Firm Tel and Fax: \_\_\_\_\_

I/We\* confirm that the Purchaser(s) are not under bankruptcy proceedings/winding-up proceedings/receivership\* at the date of this Notice.

I/We\* confirm that we act for the Purchaser(s).

Name of Solicitor-in-Charge  
(SIC) / Authorised Signatory \_\_\_\_\_

Signature \_\_\_\_\_

Particulars of Alternate Authorised Signatories (AAS)

	<u>Name<sup>#</sup></u>	<u>Signature (Optional)</u>
Alternate 1	_____	_____
Alternate 2	_____	_____
Alternate 3	_____	_____

Law Firm Stamp \_\_\_\_\_

**SECTION C2**

**Vendor's Solicitor's Confirmation** (if applicable)

Solicitor's File  
Ref No: \_\_\_\_\_

Law Firm Name: \_\_\_\_\_

Law Firm Address: \_\_\_\_\_

Law Firm Tel and Fax: \_\_\_\_\_

I/We\* confirm that the Vendor(s) are not under bankruptcy proceedings/winding-up proceedings/receivership\* at the date of this Notice.

I/We\* confirm that we act for the Vendor(s).

Name of Solicitor-in-Charge  
(SIC) / Authorised Signatory \_\_\_\_\_

Signature \_\_\_\_\_

Particulars of Alternate Authorised Signatories (AAS)

	<u>Name<sup>#</sup></u>	<u>Signature (Optional)</u>
Alternate 1	_____	_____
Alternate 2	_____	_____
Alternate 3	_____	_____

Law Firm Stamp \_\_\_\_\_

**SECTION D1**

**Counter-Signatory Particulars** (if applicable)

Law Firm Name \_\_\_\_\_

Name of Solicitor-in-Charge: \_\_\_\_\_ Signature (Optional) \_\_\_\_\_

**SECTION D2**

**Counter-Signatory Particulars** (if applicable)

Law Firm Name \_\_\_\_\_

Name of Solicitor-in-Charge: \_\_\_\_\_ Signature (Optional) \_\_\_\_\_

**For Official Use**

Tax Invoice/Receipt No.:	_____	SAL Reference No.:	V _____	CA _____
Amount/Cheque No.:	_____		P _____	PI _____
REC	_____			

**Annex A2 – Form 8A Pay In**

**SAL Stakeholding Service**  
1 Coleman Street, The Adelphi  
#08-06, Singapore 179803

**Counter Hours**  
Monday – Friday:  
9.00 a.m.—4.30 p.m.  
Eve of New Year, Chinese New Year and Christmas:  
9.00 a.m.—12.30 p.m.

[Please tick (✓) only one]

- New Form  
 Variation Form

Enquiry Lines: 63324154/176/135  
Facsimile No: 63331227

Collection of cheques/CO after 4.30 p.m. on full working days:  
By appointment only, please call 63324154/176/135

**Letter of Appointment By Purchaser/Vendor\***  
[To Be Used as Attachment to the ePI SAL Pay-IN Form (PIF8) only]

**Date:** \_\_\_\_\_ **SAL Reference No. (if applicable):** \_\_\_\_\_

**Property Particulars**

Property Address: \_\_\_\_\_ Mukim/TS & Lot No: \_\_\_\_\_  
Block No. \_\_\_\_\_ Unit No. \_\_\_\_\_  
Name of Street \_\_\_\_\_  
Project Name (if applicable) \_\_\_\_\_ Singapore \_\_\_\_\_

**Purchaser's/Vendor's\* Particulars**

Name#	NRIC/UEN	Name#	NRIC/UEN
(1) _____	_____	(4) _____	_____
(2) _____	_____	(5) _____	_____
(3) _____	_____	(6) _____	_____

Attach additional sheets if more than 6.

Mailing Address: \_\_\_\_\_ Tel \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

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

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

Law Firm Name \_\_\_\_\_

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

Signature(s) \_\_\_\_\_ Company Stamp (if applicable): \_\_\_\_\_

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

**Purchaser's/Vendor's\* Solicitor's Confirmation** (if applicable)

Solicitor's File Ref No. \_\_\_\_\_

Law Firm Name \_\_\_\_\_

Law Firm Tel No. \_\_\_\_\_

Law Firm Address \_\_\_\_\_

Law Firm Fax No. \_\_\_\_\_

I/We\* confirm that the Purchaser(s)/Vendor(s)\* are not under bankruptcy proceedings/winding-up proceedings/receivership\* at the date of this letter. I/We\* confirm that we act for the Purchaser(s)/Vendor(s)\*

Name of Solicitor-in-Charge  
(SIC) / Authorised Signatory \_\_\_\_\_

Signature \_\_\_\_\_

Particulars of Alternate Authorised Signatories (AAS)

Name#

Signature (Optional)

Alternate 1 \_\_\_\_\_

Alternate 2 \_\_\_\_\_

Alternate 3 \_\_\_\_\_

Law Firm Stamp \_\_\_\_\_

**Annex B – Form 9 Pay Out**

**SAL Stakeholding Service**  
1 Coleman Street, The Adelphi  
#08-06, Singapore 179803

**Counter Hours**  
Monday – Friday:  
9.00 a.m.—4.30 p.m.  
Eve of New Year, Chinese New Year and Christmas:  
9.00 a.m.—12.30 p.m.

[Please tick (✓) only one]

- New Form  
 Variation Form

Enquiry Lines: 63324154/176/135  
Facsimile No: 63331227

Collection of cheques/CO after 4.30 p.m. on full working days:  
By appointment only, please call 63324154/176/135

**Instructions**

General

1. To be accompanied by a cover letter from the Vendor/Purchaser or their solicitors (as the case may be).
2. To be served at the above mentioned address within the above mentioned counter hours.
3. A copy of the form is to be promptly served on the other party to the Sale and Purchase Agreement.
4. Incomplete form may be rejected by SAL.
5. This service is governed by the Conveyancing and Law of Property (Conveyancing) Rules 2011 and the Singapore Academy of Law (Conveyancing Money) Rules 2011 and Guidance Notes issued thereunder.

For Payment Out only

6. Please refer to the Singapore Academy of Law (Conveyancing Money) Rules 2011 for the definition of Category A/B/C payees.
7. SAL's cheques will be used for payment out of the conveyancing money. Cashier's Order (CO) will be used only for payment to Mortgagee bank. Fee for the first CO will be absorbed by SAL.
8. Counter-signing by the solicitors acting for the other party to the Sale and Purchase Agreement may be required. Please refer to the Conveyancing Money Service Guidance Notes for details on counter-signing requirement.
9. Cheques/CO will be released only upon submission of original Form 9 and the payment of all relevant fees.

**Mode of Delivery** [Please tick (✓) only one]

- Registered Post  Personal Delivery  By Fax to 6333 1227 followed by Personal Delivery **Date of Form:** \_\_\_\_\_

**Property Particulars and SAL Reference No.**

Property Address: \_\_\_\_\_ Project Name (if applicable): \_\_\_\_\_ Mukim/TS & Lot No: \_\_\_\_\_  
Block No. \_\_\_\_\_ Unit No. \_\_\_\_\_  
Name of Street \_\_\_\_\_ Singapore \_\_\_\_\_  
SAL Reference No. \_\_\_\_\_

**Details of Payment Out**

[Please tick (✓) only one]

- This is an interim payment. Please prepare payment according to the Payment Schedule and hold the transaction balance pending further instruction
- This is the final payment. Please make payment accordingly.
- Please make payment according to this Form 9. Please ignore the earlier Form 9 dated \_\_\_\_\_

**Payment Out Particulars**

**1. Type of Money** [Please tick (✓) only one]

- Stakeholding Deposit
- Signatories required from Purchaser & Vendor or their solicitors for Category A, B and C
- Conveyancing Money
- Signatory from Initiating Solicitor is required for Category A
  - Signatories required from Purchaser & Vendor or their solicitors for Category B & C



**2. Payment Schedule#**

S/N	Category	Payee Name to be Written on Cheque / CO	Amount
1.	A / B / C *		\$
2.	A / B / C *		\$
3.	A / B / C *		\$
4.	A / B / C *		\$
5.	A / B / C *		\$
Total to be paid out			\$
Balance Hold Amount [After the instruction above]			\$

**Collection Details**

**1. Expected Date of Collection of Cheque/CO from SAL:** \_\_\_\_\_

- 2. Type of Service:**  Normal Service (No additional fee payable since more than 3 working days' notice is given)  
 Express Service (Additional fee of \$107 inclusive of GST is payable)

- 2a. Payment of Express Service**  By Cheque / Cashier's Order No.\* \_\_\_\_\_  
 By NETS / Credit Card\*

**3. Collecting Party** [Please tick (✓) only one]

- | Type of Money   | Collecting Party                                   |
|---|--|
| <input type="checkbox"/> Stakeholding Deposit           | Authorised Agent from Vendor's Solicitors' Firm    |
| <input type="checkbox"/> Purchaser's Conveyancing Money | Authorised Agent from Purchaser's Solicitors' Firm |
| <input type="checkbox"/> Vendor's Conveyancing Money    | Authorised Agent from Vendor's Solicitors' Firm    |

**4. Authorised Agent(s)** [You may tick (✓) more than one]

- Name of Person: \_\_\_\_\_ NRIC: \_\_\_\_\_
- The Law Firm's existing authorised agent(s) as lodged with SAL
- A letter stating the authorised agent's name and NRIC No. (on the Law Firm's letterhead) will be presented to SAL on the date of collection.

**Confirmation of Instructions – To be signed by Purchaser and/or Vendor or their Solicitors**

[Please tick (✓) only one]

- I/We\* confirm that the sale and purchase will complete and the payees stated above are in order.
- I/We\* confirm that the sale and purchase is aborted and the payees stated above are in order.

I/We\* confirm that the instructions on this form relating to payment and collection are in order.

Signature(s)

\_\_\_\_\_

Name of Purchaser(s)/  
Solicitor-in-Charge

\_\_\_\_\_

Law Firm Stamp  
(if applicable)

\_\_\_\_\_

Purchaser's Solicitors' Firm

[Please tick (✓) only one]

- I/We\* confirm that the sale and purchase will complete and the payees stated above are in order.
- I/We\* confirm that the sale and purchase is aborted and the payees stated above are in order.

I/We\* confirm that the instructions on this form relating to payment and collection are in order.

Signature(s)

\_\_\_\_\_

Name of Vendor(s)/  
Solicitor-in-Charge

\_\_\_\_\_

Law Firm Stamp  
(if applicable)

\_\_\_\_\_

Vendor's Solicitors' Firm

**For Official Use**

Tax Invoice/Receipt No: \_\_\_\_\_

Amount/Cheque No: \_\_\_\_\_

REC \_\_\_\_\_

CSC \_\_\_\_\_ D \_\_\_\_\_

PO \_\_\_\_\_ O \_\_\_\_\_

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

**OPTION TO PURCHASE**

1. To exercise this Option, the Purchaser shall sign at the portion of this Option marked "ACCEPTANCE COPY", and deliver this Option duly signed to the Vendor's solicitors, \_\_\_\_\_ at \_\_\_\_\_, Singapore \_\_\_\_\_, and make payment of Singapore Dollars \_\_\_\_\_ (\$ \_\_\_\_\_), which together with the Option Money shall constitute the "Deposit" for the purchase.

\*The said payment of \$ \_\_\_\_\_ shall be in favour of the "Singapore Academy of Law" by \*\*cheque/telegraphic transfer to the [Singapore Academy of Law's designated account] excluding bank charges and deductions. The Singapore Academy of Law shall hold the said payment as stakeholder pending completion in accordance with the Singapore Academy of Law (Conveyancing Money) Rules 2011 and Instructions referred to therein.

\*The said payment of \$ \_\_\_\_\_ shall be in favour of the [(name of) Vendor's solicitors' law practice - CVY] by \*\*cheque/telegraphic transfer to the [bank name & account no: \_\_\_\_\_ ] excluding bank charges and deductions, to be held by the Vendors' solicitors as stakeholders pending completion.

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

\*\* Delete if not applicable.

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

2. This sale and purchase is subject to the Singapore Law Society's Conditions of Sale 1999 (the "Conditions") in so far as the Conditions and the terms and conditions of this Agreement are not contrary to or in conflict with the following:

(a) Conveyancing & Law of Property (Conveyancing) Rules 2011 as promulgated under the Conveyancing & Law of Property Act ("Conveyancing Rules"); and

(b) Singapore Academy of Law (Conveyancing Money) Rules 2011 as promulgated under the Singapore Academy of Law Act (Cap 294A) (if applicable).

3. Where the terms and conditions of this Agreement are in conflict with the Conditions, the former shall prevail.

## SALE & PURCHASE AGREEMENT

1. The Purchaser having paid the sum of Singapore Dollars \_\_\_\_\_  
(\$\_\_\_\_\_) (the "Deposit") to:

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

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

\*\* Delete if not applicable.

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

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

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

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

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

### ACCOUNT PARTICULARS

### PROPERTY PARTICULARS

### ADDITIONAL INFORMATION FOR APPOINTED BANK/ENTITY

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

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

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

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

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

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

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

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

### **WHAT YOU NEED TO SUBMIT:**

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

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

See Sample Letter on the following page.

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

**Sample Letter for Change in Appointment of Solicitor**

To: Singapore Academy of Law  
Stakeholding Service

**RE: Change in Appointment of Solicitors**

**Property Address:** 123 Orchard Boulevard Singapore 123456  
**Transaction File Ref No.:** XXXXXXXXXXXXXXXXXXXX [Ref No. as indicated on Pay-In Form]  
**SAL Ref No:** XXXXXXXXXXXX

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

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

**A. Purchaser's Particulars**

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

**B. New Law Firm Particulars**

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

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

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

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

Date