

CDD forms for a legal arrangement purchaser

Which forms a Singapore housing or commercial property developer must complete when the purchaser is a trust or other legal arrangement — and how naming the trustee instead of the trust changes the answer.

Form A3

Form C

Form F

always required

The short answer

ALWAYS

Three forms plus the checklist

- Form A3

Purchaser's particulars — legal arrangement
Step 1(a)(ii)
- Form C

Beneficial owners — settlor, trustee(s), protector, beneficiaries
Step 2.1(a) · on the BO determination
- Form F

ML / PF / TF screening of every relevant person
Step 2.3(a)
- Checklist

Signed off by the developer's representative
Annexure 2

CONDITIONALLY

Three overlays, on the facts

- Form B

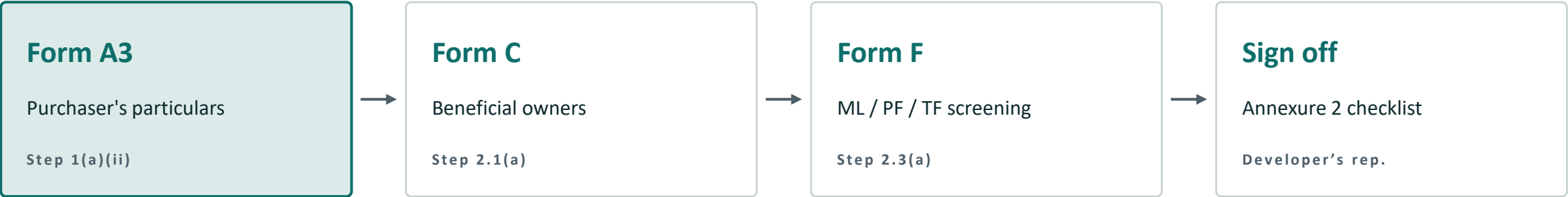
Person acting on the purchaser's behalf
In practice almost always — a trust signs through a trustee.
- Form D

Person P the purchaser acts for
Only where the purchaser is itself buying for a further party.
- Form E

PEP details
Any relevant person is a PEP, family member or close associate.

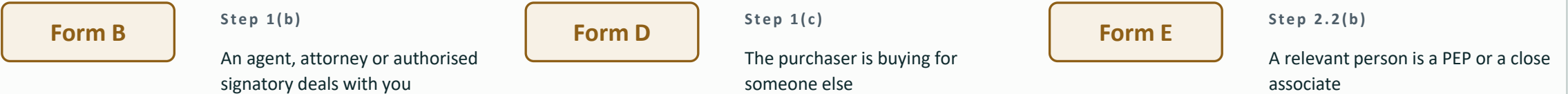
How the form set is assembled

Step 1(c) exemption gate: an SGX-listed entity, an FI in MAS Notice 626 Appendix 1, or a FATF-equivalent foreign FI ends CDD here. Not normally available to a legal arrangement.



If a designated person, terrorist entity, or suspicion of ML/PF/TF surfaces at Step 2.3(b)–(c): no OTP, no money, file an STR.

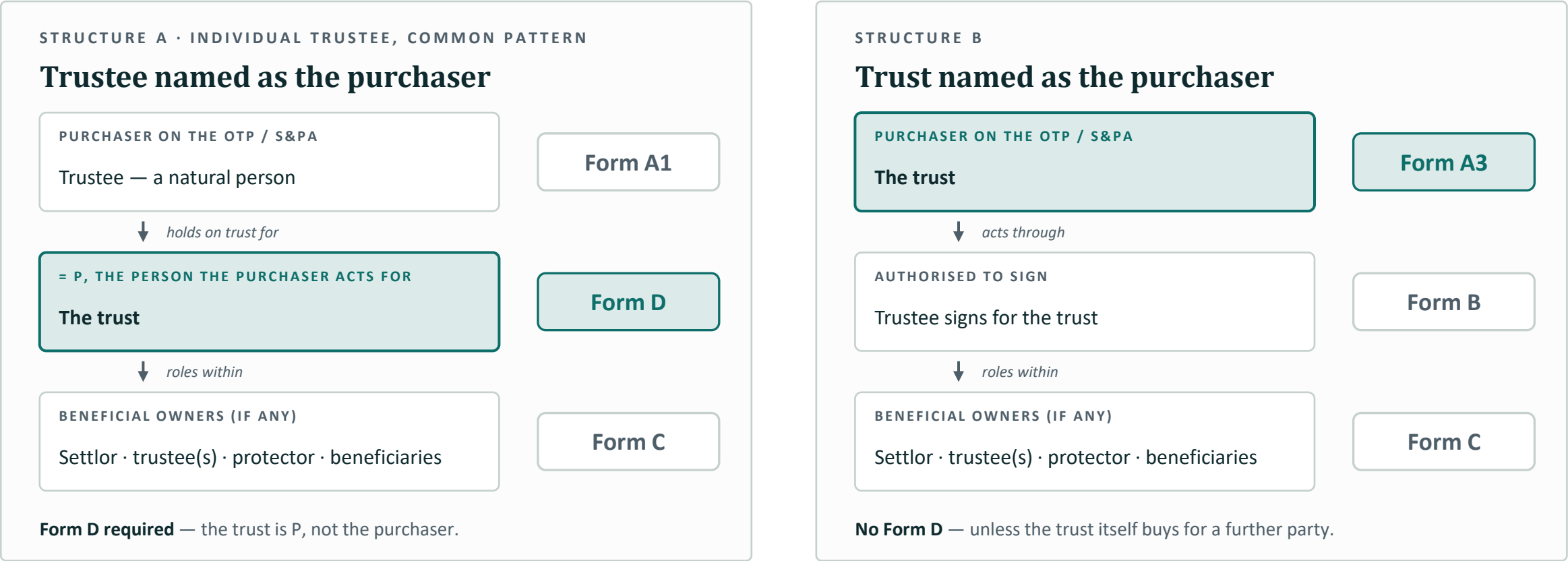
CONDITIONAL OVERLAYS — ATTACH TO ANY PURCHASER TYPE



Every person named on B, C, D or E enters the Form F screening population. An overlay form is never just paperwork — it widens the screen.

Form D turns on who is named as purchaser

Form D fires under Step 1(c) only where the purchaser acts on behalf of another person P — so the answer turns on whose name goes on the option to purchase.



Corporate trustee? The purchaser is an entity on Form A2 — and Form D is drafted for a natural-person purchaser. Check Form A2's own provision.

What Form D actually asks

Scope: the form's title reads “...on whose behalf the purchaser (who is a natural person) is acting”. Step 1(c) of the checklist imposes Form D on any purchaser acting for P, without that restriction. **Resolve the tension before encoding the rule.**

PART I

P is a natural person

Items 1–16

Full particulars, the authorisation document, and the reason for appointing the purchaser. Carries the only PEP questions in the form — items 13–15, routing to Form E. P signs an acknowledgement.

PART II

P is an entity

Items 1–14

Entity particulars, ownership and control structure, every individual in senior management, purpose of purchase, and the authorisation document. Then the BO question, routing to Form C.

PART III

P is a legal arrangement

Items 1–68

The arrangement itself — name, type, country constituted, nature of business, proof of existence, the constituting instrument, the authorisation. Then full particulars for the settlor, each trustee, the protector, each beneficiary or class, and anyone with ultimate control (8–57); equivalents where not a trust (58–67); then the BO question.

Part III duplicates Form C

The same settlor, trustee, protector and beneficiary particulars are captured twice.

P has to sign

Part III(C) takes the name, position, signature and date of the person acting for the arrangement.

PEP questions only in Part I

Exposure behind an entity or trust P is picked up through Form C and Form F.

Form-by-form

FORM	WHAT IT CAPTURES	STEP	STATUS
A3	Purchaser's particulars — legal arrangement	1(a)(ii)	Required where the arrangement is the named purchaser
C	Beneficial owners — settlor, each trustee, protector, each beneficiary, anyone with ultimate effective control	2.1(a)	Required on the BO determination — effectively always yes for a trust
F	ML / PF / TF screening and risk assessment	2.3(a)	Required for every relevant person
B	Person acting on the purchaser's behalf, with letter of authorisation or power of attorney	1(b)	Conditional in practice almost always — a trust signs through a trustee
D	Natural person, entity or legal arrangement on whose behalf the purchaser acts — Part III covers a legal arrangement	1(c)	Conditional where an individual trustee is the named purchaser; the form is drafted for a natural-person purchaser
E	PEP details	2.2(b)	Conditional any relevant person is a PEP, family member or close associate

Three things that catch people out

1 The exemption rarely helps

The Step 1(c) gate — SGX-listed entity, an FI in MAS Notice 626 Appendix 1, or a FATF-equivalent foreign FI — will not normally be available to a legal arrangement. Expect the full path, and record the basis if you do rely on it.

2 Missing authority stops the deal

Where the authorisation evidence behind Form B or Form D is not produced — letter of authorisation, power of attorney, trust deed — do not deal with that person and assess whether an STR is warranted. The same rule governs Form D's documents as Form B's.

3 Enhanced CDD adds no form

Step 2.4 sits on top of the set: senior management approval, source of funds and wealth corroborated, ascertaining P's identity where you suspect concealment, and enhanced ongoing monitoring. Triggered by a foreign PEP, a FATF call-for-action jurisdiction, a Controller notification, or your own higher-risk assessment on Form F.

WHAT TO REMEMBER

**A3, C and F always.
B, D and E on the facts.**

The trust does not move between the two structures — the purchaser label does. Shift it to an individual trustee and the trust is documented on Form D as P; leave it on the trust and the trust goes on Form A3 with the trustee on Form B. Two limits to carry: Form D is drafted for a purchaser who is a natural person, so a corporate trustee needs Form A2 checked; and Form C is triggered by the beneficial-owner determination rather than granted automatically.

The Rules themselves govern. Developers may use their own checklist provided the requirements under the Rules are met.