ANNEXURE 2 · CUSTOMER DUE DILIGENCE

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*

URA Guidelines for Developers v1.4 · Annexure 2, pp. 32–40

FORM SET FOR A LEGAL ARRANGEMENT

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.

URA Guidelines for Developers v1.4 · Annexure 2, pp. 32–40 · Form D, pp. 56–63

ONE FORK, THREE OVERLAYS

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.

Form A3
Purchaser's particulars
Step 1(a)(ii)

→

Form C
Beneficial owners
Step 2.1(a)

→

Form F
ML / PF / TF screening
Step 2.3(a)

→

Sign off
Annexure 2 checklist
Developer's rep.

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

Form B
Step 1(b)
An agent, attorney or authorised signatory deals with you

Form D
Step 1(c)
The purchaser is buying for someone else

Form E
Step 2.2(b)
A relevant person is a PEP or a close associate

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.

URA Guidelines for Developers v1.4 · Annexure 2, pp. 32–40

THE SAME TRUST, TWO STRUCTURES

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.

STRUCTURE A · INDIVIDUAL TRUSTEE, COMMON PATTERN

Trustee named as the purchaser

PURCHASER ON THE OTP / S&PA

Trustee — a natural person

Form A1

↓ *holds on trust for*

= P, THE PERSON THE PURCHASER ACTS FOR

The trust

Form D

↓ *roles within*

BENEFICIAL OWNERS (IF ANY)

Settlor · trustee(s) · protector · beneficiaries

Form C

Form D required — the trust is P, not the purchaser.

STRUCTURE B

Trust named as the purchaser

PURCHASER ON THE OTP / S&PA

The trust

Form A3

↓ *acts through*

AUTHORISED TO SIGN

Trustee signs for the trust

Form B

↓ *roles within*

BENEFICIAL OWNERS (IF ANY)

Settlor · trustee(s) · protector · beneficiaries

Form C

No Form D — unless the trust itself buys for a further party.

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.

URA Guidelines for Developers v1.4 · Annexure 2, pp. 32–40

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.

STATUS FOR A LEGAL ARRANGEMENT

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

PRACTICE NOTES

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.