FAQS on Compliance with the Estate Agents (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Regulations 2021 For Estate Agents and Salespersons

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Important Note: The Estate Agents (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Regulations 2021 ("PMLPFTF Regulations") are the primary materials for the exact obligations that are applicable to EAs and RESs. When in doubt, EAs and RESs should refer to the corresponding provisions in the PMLPFTF Regulations.

CEA's Guide to the PMLPFTF Regulations and these FAQs are additional resource materials and the information contained in these documents do NOT in any way alter or vary the requirements as set out in the PMLPFTF Regulations.

A. Clarifications on Common Misconceptions

Based on common queries received from the industry, the following are key clarifications on some aspects of the PMLPFTF Regulations to ensure accurate understanding:

Q1: In a co-broke situation where I represent the seller and another RES represents the buyer, do we need to exchange our clients' Customer Particulars Forms and CDD reports?

No. Where each RES represents a different party in the transaction, you do NOT need to share your respective clients' forms or CDD documentation with each other. Each RES is only responsible for conducting customer due diligence on their own client. The obligation to obtain records or documents for a party you do not represent only applies when dealing with **unrepresented counterparties** (e.g., DIY buyers/sellers).

Q2: What does Section 10.1 of the Guide on "reliance on third parties" mean? Does this apply to co-broke situations?

Section 10.1 generally applies when multiple RESs represent the SAME client, not in typical co-broke situations. For example, if a seller is represented by both RES A (from EA #1) and RES B (from EA #2), they can agree on who conducts the CDD and share results with each other. This is different from a co-broke situation where RES C represents the seller and RES D represents the buyer - in such a case, no sharing of CDD findings is required.

Q3: Does a seller's RES need to collect the buyer's details even when the buyer has his or her own RES?

No. A seller's RES only needs to conduct Unrepresented Counterparty Due Diligence (UCPDD) when the other party is NOT represented by any RES. If the buyer has his or her own RES, the seller's RES does not need to conduct due diligence on the buyer. The same principle also applies where the buyer has an RES but the seller is NOT represented by an RES – in such a situation, the buyer's RES will need to conduct UCPDD on the seller because he/she is unrepresented.

Q4: I am an RES representing a seller. Must I conduct due diligence on interested buyers before I can arrange for a viewing?

No. The due diligence forms must be completed before your client enters into an agreement to buy or sell property. There is no requirement to complete due diligence on unrepresented buyers *before* they are allowed to view the property. For example, during the initial stages when you are introducing properties and arranging viewings for potential buyers, the relevant due diligence documents need not be completed yet. However, once an interested unrepresented buyer makes an offer and your client (the seller) agrees to accept it, the due diligence on both parties must be completed before the OTP is issued.

Q5: Why is there a new requirement for RES to get corporate clients to submit letters of authorisation?

This is not a new requirement. Verifying that a company representative has proper authority to sign contracts on behalf of his company has always been part of a RES's duty to conduct estate agency work with due care and diligence. The main purpose of obtaining documentary evidence of proper authorisation is for the RES to be able to ascertain that the representative is properly authorised to bind the company (and is not acting outside of the company's permission when transacting).

Additionally, there is no specific requirement that only "letters of authorisation" are acceptable as evidence of such authorisation. This can also be established through various documents such as board resolutions, company policies, or other corporate documentation that confirms the person's authority to act on behalf of the company. You have flexibility in what documentation you accept, as long as it adequately demonstrates proper authorisation. A key point to remember is that a verbal representation by an individual that "I can transact for my company" or "my company has authorised me to sign", without any documentary evidence supporting this, may not be conclusive.

B. General PMLPFTF Requirements and Framework

Q6: What are the key changes covered in the revised PMLPFTF framework?

You may refer to the briefing materials from the industry briefing held on 3 September 2025. These materials cover the key amendments to the Estate Agents Act 2010 and the PMLPFTF Regulations. The materials are available on CEA's website:- Industry briefing materials on the key amendments to the Estate Agents Act 2010 and Estate Agents (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Regulations 2021 (PDF, 654KB)

Q7: Where can I find the latest PMLPFTF legislation?

The latest legislation can be found on the Singapore Statutes Online website at:

A. Estate Agents Act 2010 - Singapore Statutes Online
B. Estate Agents (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Regulations 2021 - Singapore Statutes Online

Q8: Are there any materials to help EAs and RESs improve their understanding and help them comply with the enhanced PMLPFTF regulations?

Yes, EAs and RESs can refer to the following resources:
Guide and Reference Materials: The "Guide to the Estate Agents (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Regulations 2021" which is available on CEA's website.
Due Diligence Forms and Templates: The required due diligence forms and templates can also be downloaded from CEA's website: Forms in the Guide on Estate Agents (PMLPFTF) Regulations 2021 (PDF, 444KB).

Q9: Are RESs required to perform Customer Due Diligence (CDD) and Unrepresented Counterparties Due Diligence (UCPDD) for all transactions, including sale and purchase and rental transactions?
Yes, RESs are required to perform CDD and UCPDD for all sale and purchase and rental transactions. For rental transactions in which the risk has been assessed to be low, refer to Regulations 7 and 12E of the PMLPFTF Regulations on the due diligence measures which need not be done. The only exception is HDB rental transactions that are wholly for residential use, which are exempt from CDD and UCPDD requirements under the PMLPFTF Regulations.

C. Customer Due Diligence (CDD) Forms and Procedures

Q10: I see that there are many different forms and templates. Which ones should I use?

The different forms are designed to help RESs conduct CDD on their clients and unrepresented counterparties by providing clear guidance on the information and documents required for different scenarios.

The relevant Customer Particulars Form(s) to be completed will depend on whether your client is an individual or entity, and whether your client is acting on behalf of another person:

Situation	Customer Particulars Form(s) to be completed
Your client is an **individual** acting for himself.	Complete Form A1 for your client.
Your client is an **individual** acting on behalf of another individual.	Complete Form A1 for your client; **and** Complete Form A3 for the individual your client is acting on behalf of.
Your client is an **individual** acting on behalf of an entity/legal arrangement.	Complete Form A1 for your client; **and** Complete Form A4 for the entity/legal arrangement your client is acting on behalf of.
Your client is an **entity/legal arrangement** acting for itself.	Complete Form A2 for your client.
Your client is an **entity/legal arrangement** acting on behalf of an individual.	Complete Form A2 for your client; **and** Complete Form A3 for the individual your client is acting on behalf of.
Your client is an **entity/legal arrangement** acting on behalf of another entity/legal arrangement.	Complete Form A2 for your client; **and** Complete Form A4 for the entity/legal arrangement your client is acting on behalf of.

After you have completed the Customer Particulars Forms(s), you should complete Form B (Risk Determination and Screening Checklist) for your client, **each** individual/entity your client is acting on behalf of, and **each** beneficial owner (where relevant) to assess the risk level of the transaction and client, i.e., one Form B for each person or entity. Where certain sections in Form B are not applicable to the individual/entity being

assessed, such as Sections 2 and 3 of Form B in the case of a risk assessment being conducted on a beneficial owner, these sections may be left blank.

The same concept applies to the UCPDD forms for unrepresented counterparties.

For complete guidance on which forms to use for your specific situation, you may refer to Annex F and Annex G of the PMLPFTF Guide. Additional forms may be required for ECDD in higher risk situations, or ongoing monitoring for clients with an ongoing business relationship.

Q11: How should I go through Form B (Risk Determination and Screening Checklist) with my client?

Form B is intended for EAs/RESs to conduct screenings and risk assessments of their clients. The assessment of whether the transaction or client poses a higher risk of ML/PF/TF and results of screening checks against sanctions lists should **NOT** be shared with the client.

For example, if the circumstances present a higher risk of ML/PF/TF, RESs must **NOT** tell their clients "I think you are a suspicious person" or "I think you may be trying to launder money".

This information is meant for the EAs and RESs' internal determination of whether there are higher risks of ML/PF/TF associated with the transaction or client. Crucially, EAs and RESs are reminded that if a suspicious transaction report has been filed, they must **NOT** reveal this to anyone.

Additionally, EAs and RESs must remember that risk assessments are not to be treated as merely "form-filling exercises". RESs should consider all relevant facts and circumstances that are known to them (e.g. the client's profile, interactions with the client, information obtained through due diligence measures), before reaching a conclusion on whether the transaction and client are low or high risk.

Q12: When should I use Form D (Ongoing Due Diligence)?

Form D should be used for ongoing client relationships where you need to conduct periodic reviews to maintain updated client information and ensure continued compliance with due diligence requirements. This includes situations such as:

• Lease renewals of private properties where you have represented the same landlord previously

• New leases, except for HDB residential properties, where you have assisted the landlord with the purchase of the property

• Any situation involving long-term ongoing business relationships

For these ongoing relationships, you must conduct periodic reviews, with higher-risk clients requiring more frequent monitoring. You must ensure that client documentation remains current and valid by performing fresh CDD measures periodically. You should also perform fresh CDD measures when there are doubts about the validity of previously obtained information or when circumstances have changed significantly.

Q13: Can I continue to use the CDD forms and checklists from the previous CEA's Prevention of Money Laundering and Financing of Terrorism Guide?

No, you should use the updated forms from the updated Guide. The forms and checklists in the previous Guide have been superseded by the new standardised forms found in Annex F and G of the latest version of the PMLPFTF Guide issued on 30 June 2025. All Customer Due Diligence (CDD) and Unrepresented Counterparty Due Diligence (UCPDD) should now be conducted using these latest versions to ensure compliance.

Q14. What if clients refuse to provide information for CDD measures to be conducted?

If a client refuses to provide information that is required for CDD measures to be conducted, EAs/RESs should first explain that this is a regulatory requirement as due diligence measures must be conducted before a transaction is entered into. However, if the client still refuses to provide the information, under Regulation 12 of the PMLPFTF Regulations, the RES must not carry out the transaction for the client and must consider whether to file a suspicious transaction report. This is not a new requirement.

Q15. What if clients refuse to sign on the Customer Particulars Form?

It is a regulatory requirement for EAs/RESs to conduct CDD measures and collect the necessary information as part of their CDD obligations. If a client refuses to sign the Customer Particulars Form, RESs should explain that this is a regulatory requirement, and that their signature is necessary to acknowledge that the information provided is true, accurate and complete. If the client still refuses to sign the Customer Particulars Form, RESs should document their attempts to obtain the signature and the reasons given for refusal.

D. Enhanced Customer Due Diligence (ECDD)/Enhanced Due Diligence on Unrepresented Counterparties (UCPs)

Q16: Do I need to conduct source of wealth/source of funds verification for all transactions?

No, source of wealth (SOW) and source of funds (SOF) verification is not required for all transactions. SOW/SOF verification is part of Enhanced Customer Due Diligence (ECDD) and Enhanced Due Diligence on UCPs.

You are only required to perform such enhanced due diligence measures when you have reason to suspect that the estate agency work, client or UCP presents higher ML/PF/TF risks, including situations involving complex or unusually large transactions or unusual transaction patterns with no apparent economic or lawful purpose. Other higher risk scenarios include when dealing with clients from countries or territories identified by FATF, or when they or their family member or close associate is a foreign politically exposed person. To identify these higher-risk situations, you should refer to the red flag indicators in Annex A of the PMLPFTF Guide. RESs should document any suspicious behaviour and consider filing a Suspicious Transaction Report (STR) when warranted.

RESs are also reminded that they should consider all relevant facts and circumstances available or known to them when assessing if a transaction, client or UCP presents a higher risk.

Q17: What forms should I use when conducting Enhanced Due Diligence for higher risk transactions?

You can use Form C or Form U6 depending on whether the Enhanced Due Diligence is conducted on your client or the unrepresented counterparty. Both forms can be found in Annex F And Annex G respectively of the PMLPFTF Guide. These forms must be completed in addition to the standard CDD/UCPDD forms.

Q18: Why do I need to conduct Source of Wealth and Source of Funds (SOW/SOF) verification for rental transactions?

You do not need to conduct Enhanced Due Diligence for rental transactions unless the transaction, client or UCP is assessed as higher risk. SOW/SOF verification is part of Enhanced Due Diligence measures and is only required for higher risk transactions.

SOW/SOF verification is required for higher risk rental transactions as these transactions, when posing higher risks, may be avenues through which illicit funds are laundered. When conducting Enhanced Due Diligence for rental transactions, you should assess

whether there are any suspicious circumstances that warrant filing a Suspicious Transaction Report (STR) with the STR Office (STRO).

Q19: What if the clients or unrepresented counterparties (UCPs) are reluctant to provide SOW/SOF information?

SOW/SOF verification is only required for higher-risk situations. If Enhanced Due Diligence is required and clients or UCPs are uncooperative, you should first explain to them that it is a legal requirement for certain information, including SOW/SOF to be obtained by EAs/RESs under the applicable laws.

You should clearly communicate that providing this information is mandatory for completing the transaction and that their cooperation is essential to comply with regulatory obligations. If clients or UCPs remain unwilling to provide the required SOW/SOF documentation after explanation, you may not be able to proceed with the transaction.

You should **NOT** tell your client or UCP that you are obtaining SOW/SOF information because *they present a higher risk of ML/PF/TF* or that *they are suspected to be involved with ML/PF/TF*. EAs/RESs must ensure that they do not unknowingly tip off a client or UCP.

In cases where clients or UCPs refuse to provide necessary information or where their explanations are unsatisfactory, you should consider whether the circumstances warrant filing a Suspicious Transaction Report (STR) with the authorities. You should also document your attempts to obtain the required information and the clients' or UCPs' responses for your records.

Q20: When do I need to conduct SOW/SOF verification for landlords?

You are only required to conduct SOW/SOF verification when the landlords are assessed as higher risk and Enhanced Due Diligence is required. You should obtain and verify documentation showing how the landlord originally acquired the property, such as purchase agreements, loan documents, inheritance records, or other legitimate sources. You should also understand their financial circumstances and income sources that support their property ownership. This will help to verify that the property was not acquired through illicit means.

Q21: When do I need to conduct SOW/SOF verification for tenants?

You must conduct SOW/SOF verification when the tenants or the transaction is assessed as higher risk and Enhanced Due Diligence is required. This includes understanding the tenant's source of funds for rental deposits, advance payments, and rental fees.

E. Unrepresented Counterparty Due Diligence (UCPDD)

Q22: What is Unrepresented Counterparty Due Diligence (UCPDD) and when is it required?

UCPDD is required when the other party (i.e. not your client) in a property transaction is **not represented** by an EA or RES. Unrepresented counterparties are often known as "DIY" parties to a transaction. In such cases, you must conduct due diligence on the unrepresented counterparty (UCP) to ensure compliance with anti-money laundering requirements.

UCPDD involves identifying and verifying the identity of the UCP and obtaining necessary information from the UCP, and is similar to the customer due diligence you conduct on your own clients. This ensures that all parties in the transaction are properly identified and assessed for money laundering risks.

You can refer to the forms provided in Annex G of the PMLPFTF Guide for a step-by-step guide on conducting UCPDD. These forms will guide you in obtaining the required information from the UCP to fulfil your regulatory obligations.

Q23: Which UCPDD forms should I use?

The different UCPDD forms are designed to help RESs conduct due diligence on UCPs by providing clear guidance on the information and documents required for different scenarios.

The relevant UCP Particulars Forms to be completed will depend on whether the UCP is an individual or entity, and whether the UCP is acting on behalf of another person:

Situation	UCP Particulars Form(s) to be completed
The UCP is an **individual** acting for himself.	Complete Form U1 for the UCP.
The UCP is an **individual** acting on behalf of another individual.	Complete Form U1 for the UCP; **and** Complete Form U3 for the individual the UCP is acting on behalf of.
The UCP is an **individual** acting on behalf of an entity/legal arrangement.	Complete Form U1 for the UCP; **and** Complete Form U4 for the entity/legal arrangement the UCP is acting on behalf of.
The UCP is an **entity/legal arrangement** acting for itself.	Complete Form U2 for the UCP.
The UCP is an **entity/legal arrangement** acting on behalf of an individual.	Complete Form U2 for the UCP; **and** Complete Form U3 for the individual the UCP is acting on behalf of.
The UCP is an **entity/legal arrangement** acting on behalf of another entity/legal arrangement.	Complete Form U2 for the UCP; **and** Complete Form U4 for the entity/legal arrangement the UCP is acting on behalf of.

After you have completed the UCP Particulars Forms(s), you should complete Form U5 (Risk Determination and Screening Checklist) for the UCP, **each** individual/entity the UCP is acting on behalf of, and **each** beneficial owner (where relevant) to assess the risk level of the transaction and UCP, i.e., one Form U5 for each person or entity. Where certain sections in Form U5 are not applicable to the individual/entity being assessed, such as Sections 2 and 3 of Form U5 in the case of a risk assessment being conducted on a beneficial owner, these sections may be left blank.

For complete guidance on which forms to use for your specific situation, you may refer to Annex G of the PMLPFTF Guide. Additional forms may be required for Enhanced Due Diligence on UCPs in higher risk situations.

Q24: What if the Unrepresented Counterparty (UCP) refuses to provide his information for me to complete the UCPDD?

If the UCP refuses to provide the necessary information for UCPDD, you should first explain that this is a legal requirement under Singapore's anti-money laundering regulations. You should inform them that their cooperation is essential for the transaction to proceed, as you cannot complete the property transaction without conducting proper due diligence on all parties involved.

You should clearly communicate that UCPDD is mandatory when they are not represented by an estate agent or real estate salesperson, similar to the customer due diligence you conduct on your own clients. This process ensures that all parties in the transaction are properly identified and assessed for money laundering risks.

If the UCP continues to refuse even after your explanation, you must not proceed with the transaction. Under Regulation 12H of the PMLPFTF Regulations, if the RES is unable to complete UCPDD measures on the UCP, they must not carry out the transaction for the client and must consider whether to file a suspicious transaction report – this is similar to the existing requirement under Regulation 12 that applies when CDD cannot be completed on clients.

In cases where the UCP refuses to provide necessary information or where their explanations are unsatisfactory, you should also consider whether the circumstances warrant filing a Suspicious Transaction Report (STR) with the authorities. You should also document your attempts to obtain the required information and their responses for your records, regardless of whether the transaction proceeded.

F. Transactions by Entities (Corporate Clients) and Legal Arrangements

Corporate Client Identification

Q25. When my client is a company, but the individual I am dealing with is a company representative, who exactly is considered my "client" for CDD purposes?

The company itself is your client, not the individual you are liaising with. The individual is acting as an authorised signatory, i.e. the company's representative to give instructions and execute documents. You should verify the authorised signatory's (e.g. Company Director, CFO, HR manager) identity and authority to represent the company, and conduct CDD on the company itself (your actual client) and any beneficial owners of the company. You may use the customer particulars form (Form A2) for the company and Form B for risk assessment and screening of both the company and any beneficial owners that need to be identified.

Example:

The HR manager of ABC Pte Ltd has contacted you to engage your services to assist ABC Pte Ltd to rent a property for staff accommodation. As it is ABC Pte Ltd itself that is going to be the tenant (rather than its HR manager), due diligence measures must be conducted on ABC Pte Ltd. Concurrently, you should ensure that the HR manager is duly authorised by the company to liaise with you (and is not acting outside of what he or she is actually allowed to do).

Q26. If I am liaising with a company's HR manager or CFO, is my client the company or the HR manager/CFO?

The company is your client. The individual you liaise with is simply the company's authorised representative who has the permission of the company to give you instructions and sign documents.

Q27. What is the difference between the authorised signatory and the corporate client?

The corporate client is the company entity itself. The authorised signatory is the individual representative of the company who has authority to sign documents which will bind the company in contractual obligations.

Q28. The company's representative has informed me verbally that they have permission to sign documents. If anything goes wrong, it is the company's problem and not mine. Why can't I just rely on what the representative has told me?

There is an inherent risk when relying on a verbal representation and not taking reasonable steps to make sure that proper authorisation has been given. For example, if the representative has acted in bad faith to transact in a property for his or her own benefit (while hiding this from the company), you may be implicated in the legal dispute(s) for having rendered services negligently.

Q29: For Sole Proprietors, Partnerships, LLPs, do we use individual or entity forms?

The approach depends on whether the business and the individual have separate legal personalities:

For Sole Proprietors/Partnerships: you should use Form A1 (Individual) as there is no separate legal personality between the business and individual. Sole proprietors and partners trade in their own names.

For Limited Liability Partnerships (LLP): you should use Form A2 (Entity) as they are distinct legal entities with separate legal personalities from their partners.

The general approach is to consider whether the individual has a separate legal personality from the business vehicle.

Forms and Documentation for Corporate Clients

Q30. Which CDD forms do I need to use when representing a corporate client?

You should use:

- Form A2 (Customer Particulars Form for Entity/Legal Arrangement) for the company
- Form B (Risk Determination and Screening Checklist) for the company and for each beneficial owner

Q31. Do I use Form A1 for the authorised person signing on the transaction documents or Form A2 for the company?

You should use Form A2 for the company (your client), as the contracting party to the transaction is the company itself.

Q32. Do I need to obtain and attach ACRA records to Form A2?

Yes, ACRA records or equivalent corporate registration documents are supporting documents through which information is obtained to verify the company's existence and to help identify beneficial owners. These should be attached to Form A2.

Q33. What documents do I need for foreign companies without ACRA registration?

Equivalent corporate registration documents from the country of origin should be obtained. Examples include documents which serve as proof of incorporation or existence, and contain information such as the beneficial owners of the company.

Beneficial Ownership

Q34. What is a beneficial owner and how do I identify them for corporate clients?

For purposes of EAs' and RESs' compliance with PMLPFTF obligations, beneficial owners are natural persons (individuals) who ultimately own or control the company (typically >25% ownership) or exercise ultimate effective control over the company.

Q35. Do I need to identify beneficial owners for all transactions involving corporate clients?

For sale and purchase transactions, you must identify the beneficial owners for all corporate clients regardless of risk assessment. However, if the entity is a publicly listed entity (PLE) on the Singapore Exchange or a foreign stock exchange and is subject to regulatory disclosure requirements that require adequate transparency of its beneficial owners, you do not need to identify and verify the identity of the individual beneficial owners.

When dealing with such PLEs, the requirements are to:

- Obtain and verify identifying information of the PLE (e.g., UEN, incorporation documents, ACRA Bizfile searches);
- Understand the business structure and ownership through publicly available information (e.g., annual reports, stock exchange filings);
- Screen the PLE against sanctions lists.

For entities and legal arrangements that are not publicly listed, where it is unclear whether an individual falls within the definition of a beneficial owner, EAs and RESs may

rely on the following general guidance to determine the BO(s) on which due diligence measures should be conducted:

- An individual who holds at least 25% of the shares of the entity;
- An individual who controls at least 25% of the entity or legal arrangement; or

An individual who benefits from at least 25% of the assets of the entity or legal arrangement. For rental transactions, you need to identify beneficial owners only if the client, unrepresented counterparty, or transaction is assessed as higher risk. For low-risk rental transactions, beneficial owner identification is not required.

Q36. For rental transactions, how do I determine if a corporate client or transaction is low-risk versus higher-risk?

You should consider all relevant facts and circumstances that are known to you before reaching a conclusion on whether the transaction and client is low or high risk. Examples include the client's profile, interactions with the client, and information obtained through due diligence measures.

Q37. Can I just consider every transaction as low risk so that I carry out less due diligence measures?

No. You should properly carry out your obligations on risk assessments as the facts and circumstances differ across clients and transactions.

In the event that a transaction you facilitated has been implicated in ML/PF/TF-related offences, and if you are found to have deliberately or negligently failed to carry out a proper risk assessment for that transaction, there may be serious consequences. Other than the Estate Agents Act 2010 and PMLPFTF Regulations, there are also other laws which are binding on you in general, such as the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992, Terrorism (Suppression of Financing) Act 2002, and United Nations Act 2001.

Q38. If my corporate client has 5 shareholders (1 shareholder with 70% shareholding and the other 4 with 7.5% shareholding each), are they all beneficial owners?

Not all shareholders are necessarily beneficial owners for the purposes of CDD measures. In this example, the shareholder with 70% shareholding would typically be the beneficial owner to be identified. You should focus on the individual(s) with controlling ownership (typically >25%) or ultimate effective control of the corporate client.

Q39. For large corporations like banks or MNCs, who should I consider as beneficial owners?

You should focus on individuals with controlling ownership (>25%) or ultimate effective control. For complex structures where beneficial ownership is unclear, you should identify natural persons who exercise control through senior management positions.

Nonetheless, if the entity is publicly listed on the Singapore Exchange or a foreign stock exchange and subjected to regulatory disclosure requirements that require adequate transparency of its beneficial owners, EAs and RESs are not required to identify and verify the identity of the individual beneficial owners.

Q40. Do beneficial owners need to provide their residential addresses, even if they are overseas?

Yes, you need to complete Form A2 with their particulars including identification details and residential address. Under the PMLPFTF Regulations, you must identify and verify the identities of each beneficial owner.

Q41: Are directors listed in the ACRA business profile automatically considered as beneficial owners of the entity?

Directors listed in ACRA are not automatically considered beneficial owners of the entity. In determining who the beneficial owner(s) of the entity are for the purposes of due diligence measures, you should identify the individual who has the ultimate controlling interest or ultimate effective control over the entity.

Q42. If a company has multiple directors (e.g., 5 directors), must all directors sign the authorisation form?

This would depend on the company-client itself. A company's relevant memorandum and articles of association, or any other relevant internal policies, would usually set out the scope and limits of any authorisation granted to the company's directors.

If in doubt, you may wish to confirm with the company whether a single director's signature is sufficient for the company to enter into transactions, or if they have any specific policies in relation to the number of directors' confirmation(s) that must be given in order for authorisation to be validly granted.

Q43. For Form B and Form U5, do I need to complete transaction-level questions for each beneficial owner separately?

Section 1 of Form B/U5 must be completed in full for each beneficial owner.

Sections 2 (transaction-level questions) and 3 of Form B/U5 only need to be completed once for the client. You do not need to complete Sections 2 and 3 of Form B/U5 for each beneficial owner.

Q44. In Sections 2 and 3 of Form A2 and Form U2, if I answer "Yes" in Section 2, do I skip Section 3?

If you have answered "Yes" in Section 2 (senior management are beneficial owners), complete Section 2 only. If your answer is "No", both Sections 2 and 3 must be completed.

Q45. What's the difference between completing Section 2 and Section 3 of Forms A2 and Form U2 when recording beneficial owner information?

Section 2 of Form A2/U2 is for RESs to record information on the senior management personnel of the entity-client, which is part of the information required to be gathered under Regulations 5 and 12C of the PMLPFTF Regulations. Section 3 of Form A2/U2 assists RESs to record beneficial ownership information on the beneficial owners of the entity/legal arrangement, who may not necessarily be an officer of the entity.

Q46: Why is there a requirement for RES to obtain a letter of authorisation when the client or unrepresented counterparty is a corporate entity?

This is not a new requirement. As part of an RES's existing duty to conduct their work with due diligence and care under the Code of Ethics and Professional Client Care, the RES should take reasonable steps to ensure that the company's representative is authorised to sign a contract on the company's behalf.

This requirement ensures that the person signing documents has proper authority to bind the company to the transaction.

Q47: Does a company director registered with ACRA need to provide a Letter of Authorisation (LOA) when signing the OTP/tenancy agreement on behalf of his company?

An RES is required to verify that the person signing has proper authority to represent the company, even if he or she is a named director based on the company's records with ACRA. An RES should confirm that the individual director has been duly authorised to represent the company for the specific transaction and is not acting in excess of his or her scope of duty or powers.

This verification can be done through various documents, which need not necessarily be a formal letter of authorisation. Other acceptable types of documents include a director's or board resolution, company policy documents, or other similar documents which set out the scope of what an officer of the company can do, in order to ensure that the person signing on behalf of the company has the authority to do so.

Q48. What if the company is not willing to provide internal authorisation documents citing confidentiality?

You should explain that verifying the individual's authority to sign documents on behalf of the company is part of due diligence processes for the benefit of both parties to the transaction. The authorisation document can be simple and does not need to reveal sensitive internal information. It only needs to confirm that the individual has authority to sign transaction documents on the company's behalf for the transaction being facilitated.

If the company remains unwilling to provide any form of authorisation verification, you should document their refusal and consider whether this raises any concerns about the legitimacy of the instructions that are being given to you by the company's purported representative.

Q49: In developer sales where I represent the developer, if I have already assisted the developer with due diligence checks on unrepresented buyers, do I still need to complete and submit a separate set of Unrepresented Counterparty Due Diligence (UCPDD) forms to my EA?

The licensed developer's AML/CPF/CFT obligations are separate and distinct from your AML/CPF/CFT obligations as an EA or RES.

If you are conducting the UCPDD checks on the unrepresented buyers on behalf of the developer, the information/documents obtained in the course of these UCPDD checks

can be concurrently applied towards the fulfilment of your UCPDD obligations. You should inform the UCP that the information/documents will also be retained by you/your EA due to regulatory requirements imposed on EAs/RESs.

For example, if the UCP buyer's particulars have been recorded in the developer's template form for buyers, you can retain a copy of this instead of specifically completing another Form U1 (as the UCP would also have given his or her identifying information and a written acknowledgement that the identifying information is accurate).

Q50. What if a large corporate client refuses to complete the CDD forms?

CDD is a regulatory requirement. You should explain that this is mandatory for compliance and that you cannot proceed with the transaction without proper CDD documentation.

Q51. What if a client says they will find another RES who doesn't require so much documentation?

You should explain that the PMLPFTF regulations apply to all estate agents and RESs in Singapore. This is a mandatory regulatory requirement that every licensed estate agent and RES must follow. Any RES who fails to conduct these due diligence requirements is potentially in breach of the PMLPFTF regulations and may face enforcement action.

If you have information about an errant RES or EA who has deliberately breached their PMLPFTF obligations, you may wish to lodge a complaint with CEA online at https://www.cea.gov.sg/submit-complaint.

G. Rental Transactions

Q52: Are CDD and UCPDD required for all rental transactions?

Yes, CDD and UCPDD apply to all rental transactions, except for HDB rental transactions (that are wholly for residential use) which are fully exempted.

Q53. For HDB rental transactions, do we still need to get the client to complete the Customer Particulars Form?

For HDB residential rental transactions, Customer Particulars Forms are not required to be completed as these transactions are fully exempted from CDD and UCPDD requirements under the regulations. However, EAs/RESs still have the obligation to file a Suspicious Transaction Report (STR) if they have reasonable grounds to suspect money laundering, proliferation financing, or terrorism financing activities.

Q54. Is a transaction involving only HDB shophouse living quarters considered as a HDB residential rental transaction?

If the transaction involves only the living quarters (residential portion) of an HDB shophouse, it is considered an HDB residential rental transaction (that is wholly for residential use). In such a situation, under Regulations 7(2) and 12E(2) of the Estate Agents (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Regulations 2021, RESs are exempted from conducting due diligence measures.

However, if the rental includes both the commercial space and the living quarters of the HDB shophouse as a single tenancy, or the tenancy is for the commercial space of the HDB shophouse only, the transaction will not be exempted from due diligence measures and the RES should conduct the relevant due diligence measures accordingly.

Q55. For residential rental transactions, do I need to conduct CDD on occupiers as well?

In a rental transaction, you only need to conduct full CDD and risk assessment on the party/parties to the tenancy agreement. There is no express requirement to conduct due diligence measures on occupiers. However, you will still need to collect and verify the basic identification documents of the occupiers as part of normal tenancy requirements, in fulfilment of other obligations that are applicable to an EA/RES, such as those in the

Practice Guidelines on Due Diligence Checks under the Women's Charter 1961 and Immigration Act 1959.

Q56. I am representing an individual landlord in a rental unit transaction where the tenant is a corporate entity and is not represented by any RES. How should I complete the form in this scenario?

For your landlord (your client), you will need to complete:

- Form A1 (Customer Particulars Form for Individual client)
- Form B (Risk Determination and Screening Checklist for the Individual client)

For the corporate tenant (unrepresented counterparty), you will need to complete:

- Form U2 (UCP Particulars Form for the corporate tenant)
- Form U5 (Risk Determination and Screening Checklist for the corporate tenant and each beneficial owner)

For rental transactions, if you assess both the unrepresented counterparty and transaction as low risk, you do not need to identify and verify beneficial owners of the corporate tenant. This means that you may omit Section 3 of Form U2, and you will only need to complete one copy of Form U5 for the entity, and not for its beneficial owners.

You may wish to consult your estate agent's compliance team regarding the specific risk assessment approach and the appropriate level of due diligence required for such transactions.

Q57: For renewal of lease where I have been taking care of the property since the previous tenancy, which forms should I use?

You should use Form A1 if the landlord is an individual, or Form A2 if the landlord is an entity or legal arrangement, and Form B for risk determination and screening checks.

For lease renewals where you represent the landlord and have been managing the property since the previous tenancy, this constitutes an ongoing client relationship. The key consideration in determining whether you have an ongoing business relationship with a client is the element of continuity. If the client only approaches you once in several years to facilitate one transaction, this would generally not constitute an ongoing business relationship due to a lack of continuity in your engagement.

For ongoing client relationships, you should conduct fresh CDD measures on your client periodically and review the results of CDD measures to assess if your client's profile or

transactions are out of the ordinary. Also, if you have doubts about an ongoing client or if there are sudden changes to information about your client, you should conduct fresh CDD as well. The results of ongoing due diligence can be recorded using Form D.

Q58: I represent a company that is looking to lease office space. I liaise with the company's staff who handle leasing matters. What forms should I use?

When you represent a company looking to lease office space and liaise with company staff who handle leasing matters for the company, your actual client is the company itself, not the individual staff members you communicate with.

In such a scenario, you should complete Form A2 (Customer Particulars Form for Entity/Legal Arrangement) for the company, and Form B (Risk Determination and Screening Checklist) for both the company and each beneficial owner who ultimately owns or controls the company or who exercises ultimate effective control over the company.

However, if both the client/unrepresented counterparty and transaction are assessed as low risk under Regulation 7/12E of the PMLPFTF Regulations, you do not need to identify and verify beneficial owners of the corporate entities. This means that you may omit Section 3 of Form A2, and you will only need to complete one copy of Form B for the entity, and not for its beneficial owners. The same principles apply to unrepresented counterparty due diligence for low-risk rental transactions.

Q59: What if the unrepresented counterparty is a company renting the place for its employee to stay?

When the unrepresented counterparty entering into the transaction is a company that is renting accommodation for its employee, you need to conduct Unrepresented Counterparty Due Diligence (UCPDD) on the company itself, since the company is the actual party to the rental agreement.

In this scenario, you will need to complete Form U2 (Customer Particulars Form for Entity/Legal Arrangement) and Form U5 (Risk Determination and Screening Checklist) for both the company and each of its beneficial owners.

For rental transactions, if both the unrepresented counterparty and transaction are assessed as low risk under Regulation 12E, you do not need to identify and verify beneficial owners of the corporate entities.

H. Cash Transactions and High-Risk Scenarios

Q60: Does the $20,000 cash transaction threshold refer only to physical cash, or does it include cheques and electronic payments?

The $20,000 threshold refers to physical cash transactions only. This does not include cheques or electronic payments.

For large physical cash transactions above this threshold, you should exercise heightened vigilance for ML/PF/TF risks. You must remember that the necessary due diligence measures have to be conducted.

You should consult your KEO and follow your EA's Internal Policies, Procedures and Controls (IPPC) framework for handling such transactions. If you have assessed that the transaction poses a higher risk of ML/PF/TF, please refer to the Enhanced Due Diligence forms in Annexes F and G for proper documentation of enhanced due diligence measures.

Q61: What constitutes unusual payment arrangements that may trigger red flag considerations? If the landlord imposes on the tenant a condition that an advanced rental payment equivalent to more than 3 months' rent has to be paid upfront, would this be still considered a red flag?

One of the indicators in the red flag checklist relates to unusual payment arrangements. Whether a landlord's requirement for an advanced rental payment equivalent to more than 3 months' rent constitutes a red flag depends on the specific facts and circumstances of each transaction.

You should assess whether the payment arrangement is unusual within the context of the particular transaction, taking into account information obtained through your due diligence measures and prevailing market practices. Factors to consider include type of property, rental norms, tenant profile, and other relevant circumstances.

For specific guidance on handling such situations, please consult your KEO and follow your EA's Internal Policies, Procedures and Controls (IPPC).

Q62: There is a long list of red-flag indicators. Does this mean that if any single indicator is a "Yes", the transaction is suspicious?

No. Risk assessment is a holistic determination based on all the facts and circumstances known to the RES, including factors such as type of property transaction, client/UCP profile and information obtained through due diligence measures. The presence of a single common red-flag indicator does not necessarily mean that the individual or

transaction has a higher risk of ML/PF/TF. The presence of multiple red-flag indicators may give rise to a suspicion that the transaction poses ML/PF/TF risks, if there are no reasonable explanations to account for these indicators.

Example 1:

Client A is known to have a monthly income of $5,000 but is renting a property at a monthly rent of $15,000 and making an upfront payment of $30,000 as advanced rental. When asked by his RES, Client A furnishes evidence of a recent lottery windfall, the amount of which is more than the total rental amount over the period of tenancy. In this situation, Client A may have a valid explanation for his pattern of expenditure.

Example 2:

Client B is known to have a monthly income of $8,000 but is purchasing a $40m property without any financing. When asked by his RES, Client B says that he owns multiple foreign companies in other countries that have funds which will be used to pay for the property. Client B is unable to name these companies and tells his RES not to worry about how the purchase price is going to be paid. In this situation, there are several red-flag indicators for which Client B's explanation does not seem to be sufficiently convincing or corroborated.

Q63: How do I identify beneficial owners of companies incorporated in foreign countries (e.g. British Virgin Islands (BVI)) that own property?

For such companies that own property, you should try, on a best effort basis, to identify the actual individuals who ultimately own or control the company as part of conducting due diligence.

For instance, you should request for documents such as share registers, shareholder lists, or beneficial ownership declarations to trace ownership of the company to the ultimate beneficial owners. This will help you to identify the natural persons who have ultimate ownership or control over the company, which is essential for proper due diligence and compliance with anti-money laundering requirements.

The key is to look beyond the corporate structure and identify the real individuals behind the company.

I. Legal Arrangements

Q64: I am representing a seller who has appointed a Power of Attorney (POA). Who is my client for CDD purposes and what forms should I use?

In POA situations, the POA holder (being the individual who is instructing you on the sale) is your client for CDD purposes. In most situations, the POA holder usually signs on the transaction documents on behalf of the property owners. You should use Form A1 for the POA and Form A3 for the actual property owners, as required under Regulation 4(2)(c)(i) and (ii) of the PMLPFTF Regulations.

The property owners are not "beneficial owners" of the POA holder in the context of the PMLPFTF Regulations, as they are the actual proprietors of the property and are the persons on whose behalf the POA holder is acting. This arrangement simply allows someone else to handle the paperwork and arrangements on their behalf, but the actual transaction remains between the property owners and the buyer.

Q65: What is the difference between a POA arrangement and a legal arrangement like a trust?

The term "legal arrangement" generally refers to arrangements such as express trusts and estates of deceased persons where the individual deals with the property on behalf of the arrangement itself. In a trust, the beneficial owners often do not have actual legal title to the property but possess beneficial interest in it. Title of the trust property is typically held in the name of the trustee, who transacts the property on behalf of the trust for the benefit of the beneficiaries.

This differs from a POA arrangement where the property owners retain actual ownership and the POA holder simply handles paperwork and arrangements on their behalf.

J. Record Keeping and Documentation

Q66: What documents must I keep copies of for record-keeping purposes?

RESs must submit copies of all identifying documents (e.g. NRIC, passport) and relevant supporting documents to their estate agents for record-keeping purposes. This ensures RESs' compliance with the obligations under Regulation 15A of the PMLPFTF Regulations and the estate agent's record-keeping obligations under Section 44C(1)(b), (ba) and (c) of the Estate Agents Act 2010.

For a comprehensive list of all documents and records that must be retained, please refer to "Annex C: List of Documents and Records to be kept" in the PMLPFTF Guide.

Both estate agents and RESs must ensure that adequate safeguards are adopted for the storage of such information and documents.

Q67: How long must an RES keep these records?

RESs are only required to **submit** the necessary documents to their EAs. They are not obligated to **retain** records.

Under the Estate Agents Act 2010, the obligation is on EAs to keep records of documents such as the information obtained through due diligence measures and supporting documents. EAs can refer to Section 44C of the Estate Agents Act 2010 and Regulation 13 of the PMLPFTF Regulations for details on the types of documents which must be retained.

Documents must be retained for a minimum of 5 years from the date the business relationship ends or the transaction is completed, whichever is later. EAs must ensure secure storage and compliance with the requirements of the Personal Data Protection Act 2012.

Records pertaining to cases under investigation or which have been the subject of a Suspicious Transaction Report must be retained for such longer period as may be necessary in accordance with any request or order from the Suspicious Transaction Reporting Office (STRO) or other relevant competent authorities.

Q68: Can I accept Singpass as identity verification?

Yes, Singpass App verification is acceptable as a supporting document for identity verification. For record-keeping purposes, you must properly capture the electronic verification records and ensure these are documented as part of your conduct of due diligence measures.

Q69: I have taken photographs of my client's identification documents (such as NRIC) during the CDD process and submitted them to my Estate Agent. Do I still need to store the images on my mobile phone?

No. Under Section 44C of the Estate Agents Act 2010, it is the estate agent's obligation to keep records of supporting documents.

As an RES, you are required to **submit** supporting documents such as copies of identification documents to your estate agent. If you have obtained them from the client/UCP directly, you should take steps to delete these from your business or mobile devices once they have been provided to your EA for record-keeping. You do not need to retain copies of identification documents after the transaction has been facilitated or if the initial purpose of collecting the client/UCP's information no longer exists. The record-keeping obligation lies with the estate agent and not you as an RES.

Alternatively, if the client/UCP prefers to send them directly to your estate agent, you should make the necessary arrangements for them to do so.

K. Screening and Red Flags

Q70: What lists must I screen my clients and unrepresented counterparties against as part of the due diligence process?

As part of CDD and UCPDD measures, RESs and EAs must screen clients, unrepresented counterparties and beneficial owners against several mandatory lists including FATF's high-risk and monitored jurisdictions, TSOFA designated lists, and United Nations Security Council consolidated sanctions lists, as well as any lists that may be provided by CEA from time to time.

Q71: Can I conduct the screening manually without subscribing to commercial service providers?

Yes, you may conduct screenings manually by accessing the following official sources directly:

- FATF's "Black and Grey" lists and high-risk and monitored jurisdictions lists (https://www.fatf-gafi.org/en/countries/black-and-grey-lists.html)TSOFA designated lists (https://sso.agc.gov.sg/Act/TSFA2002), and
- UN sanctions lists (https://main.un.org/securitycouncil/en/content/unsc-consolidated-list)

These official sources are available at no cost and must be checked as part of the screening process. RESs who screen manually can take screenshots of the screening results with date and time stamps as evidence of relevant screenings having been conducted.

To help RESs and EAs comply with the required CDD measures, CEA has provided checklist templates in the Guide on Estate Agents (Prevention of Money Laundering, Proliferation Financing and Terrorism Financing) Regulations 2021 available on CEA's website to provide a step-by-step guide for recording information obtained during the conduct of screening checks.

Q72: If I want to subscribe to a commercial screening service, which service providers does CEA recommend?

While RESs and EAs may subscribe to commercial PMLPFTF screening solutions which provide comprehensive databases and real-time screening capabilities specifically designed for the real estate industry's compliance needs, CEA does not specifically designate or recommend any particular third-party vendor that estate agents should subscribe to.

You are free to choose any commercial screening service that meets your compliance requirements and business needs. You may wish to consult your estate agent or industry association for guidance on available service providers and their suitability for your needs.

L. Compliance Officers and Internal Controls

Q73: If a property group operates multiple estate agencies, can one individual serve as the compliance officer for all of them?

Yes, one individual can serve as compliance officer for multiple estate agencies under the same group or company, provided they can effectively discharge their responsibilities across all entities and as long as that individual meets the definition of a "designated officer" in relation to each of those estate agencies. Each entity should ensure that they formally document the appointment and maintain proper Internal Policies, Procedures and Controls (IPPCs). The compliance officer must ensure full compliance across all entities and their respective RESs.

The compliance officer must have adequate capacity and resources to effectively discharge their responsibilities across all entities they serve. This includes ensuring timely remedial actions for any non-compliance issues and conducting or arranging for regular internal checks and independent audits across all entities, and being able to dedicate sufficient time and attention to each agency's compliance needs.

Q74: Is there a specific format for appointing compliance officers?

There are no specific prescribed formats or steps for appointing a compliance officer. The EA should ensure that the appointed individual is familiar with Part 4A of the Estate Agents Act 2010, the PMLPFTF Regulations, and relevant guidelines issued by CEA.

The appointment should be properly documented and included in the EA's Internal Policies, Procedures and Controls (IPPCs).

You may wish to refer to your internal HR processes and consult your Key Executive Officer (KEO) for guidance on the general appointment process that the estate agent adopts when appointing its officers.

Q75: What are the compliance officer's key responsibilities?

The compliance officer's responsibilities include ensuring the EA's and its RESs' compliance with the Estate Agents Act 2010 and PMLPFTF regulations, implementing timely remedial actions for non-compliance, and conducting or arranging regular internal checks and independent audits. For a fuller list of compliance officer responsibilities, please refer to Section 11.5.1 of the PMLPFTF Guide available on CEA's website.

M. Specific Transaction Scenarios

Q76: How do I handle transactions involving a foreign embassy or diplomatic mission?

When representing embassies or diplomatic missions:

You should verify that the mission exists by checking the Ministry of Foreign Affairs website. You should also determine whether any individuals involved in the transaction are foreign politically-exposed persons (PEPs), as this may trigger ECDD requirements.

You should also conduct general internet searches to ascertain if there are any adverse news reports in relation to the foreign mission or its representative.

Please note that the exemptions mentioned in Regulation 5(6), relating to Organs of State, Ministries, department of the Government, or statutory boards, from CDD requirements do not apply to foreign embassies or diplomatic missions. CDD must still be conducted for such transactions. Additionally, you should be aware of your obligations under the Practice Guidelines on Due Diligence Checks under the Women's Charter 1961 and Immigration Act 1959, particularly for rental transactions.

N. Other General Questions

Q77. How do I familiarise myself with PMLPFTF requirements?

To get familiar with the PMLPFTF requirements, you can:

• **Review the latest PMLPFTF Guide and regulations** available on CEA's website.

• **Attend CPD courses** on AML/CPF/CFT requirements.

• **Review the briefing materials** - Study the industry briefing materials from 3 September 2025 covering key amendments.

• **Familiarise yourself with the forms** – Read through the CDD and UCPDD forms in Annexes F and G of the PMLPFTF Guide.

• **Consult your Key Executive Officer (KEO)** and seek guidance on transaction-specific scenarios and compliance matters.

• **Reach out to industry associations** - Connect with professional bodies for additional CPD courses and access to commercial compliance tools that can assist with your PMLPFTF obligations.

We strongly encourage you to attend relevant CPD courses on PMLPFTF requirements to build a comprehensive understanding of your obligations as an EA/RES under the PMLPFTF framework.

Q78. I am an RES. I am not sure whether to file a Suspicious Transaction Report. Can CEA tell me whether I should do so?

As RESs are most familiar with the facts and circumstances of the transactions they have been involved with, as well as the information obtained through due diligence measures conducted, it is the RES's and EA's responsibility to conduct their own assessments of the available facts and circumstances to conclude whether a Suspicious Transaction Report should be filed. CEA is not in a position to determine the risk assessment of a transaction or client/UCP on behalf of the EA or RES.

Q79. I am an RES. I am not sure whether I am required to complete a particular form as part of due diligence measures. Can I ask CEA to advise me based on the facts of the transaction?

RESs are the most familiar with the type of transaction and the nature of the parties to the transaction. It is the RES's responsibility to determine the applicable forms to be completed as part of their due diligence obligations under the PMLPFTF Regulations.