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Electronic Conveyancing and Other Matters Bill

Bill No. 11/2025.

Read the first time on 25 September 2025.

A BILL

i n t i t u l e d

An Act to amend the Electronic Transactions Act 2010, the Singapore Land Authority Act 2001 and the Housing and Development Act 1959 to provide for the carrying out of conveyancing transactions using electronic means, to make amendments to the Mental Capacity Act 2008 and the Mental Capacity (Amendment) Act 2021 relating to the remote witnessing of the execution of an electronic instrument to confer powers of a lasting power of attorney, and to make amendments to the Housing and Development Act 1959 relating to the Housing and Development Board's common seal.

Be it enacted by the President with the advice and consent of the Parliament of Singapore, as follows:

Short title and commencement

1. This Act is the Electronic Conveyancing and Other Matters Act 2025 and comes into operation on a date that the Minister appoints by notification in the *Gazette*.

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PART 1

AMENDMENT OF
ELECTRONIC TRANSACTIONS ACT 2010

New Part 2B

2. In the Electronic Transactions Act 2010, after Part 2A, insert —

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"PART 2B

ELECTRONIC TRANSACTIONS RELATING TO
INTERESTS IN IMMOVABLE PROPERTY

Interpretation of this Part

16T.—(1) In this Part —

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"conveyance" includes assignment, appointment, lease, settlement and other assurance made by deed on a sale, mortgage, demise or settlement of any immovable property, or on any other dealing with or for any immovable property; and "convey" has a corresponding meaning;

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"conveyancing transaction" means the conveyance, transfer or grant of any estate, interest or right in respect of immovable property, and includes —

(*a*) the sale, purchase or assignment of any immovable property;

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(*b*) the grant or surrender of a lease, licence or tenancy in respect of immovable property; and

(*c*) the grant of a mortgage of or charge on immovable property, or the redemption or discharge thereof;

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"prescribed electronic transaction system" means any electronic transaction system specified in the Fifth Schedule.

(2) For the purposes of sections 16U(*a*), 16V(*a*) and 16W(3)(*a*), where an electronic record meets the requirement of being stored in a prescribed electronic transaction system, the requirement does not cease to be met by reason only that the electronic record is subsequently retained in another information system.

(3) The Minister may, by order in the *Gazette*, amend the Fifth Schedule.

Contract for disposition of immovable property

16U. Where a rule of law (including section 6(*d*) of the Civil Law Act 1909) requires a contract for the sale or other disposition of immovable property, or any interest in such property, to be in writing and signed, or provides for certain consequences if the contract is not in writing and signed —

(*a*) that requirement for the contract for the sale or other disposition to be in writing is met with respect to an electronic record if the electronic record is a secure electronic record generated, communicated or received, and stored, in a prescribed electronic transaction system; and

(*b*) that requirement for the contract for the sale or other disposition to be signed is met with respect to an electronic record if a prescribed secure electronic signature is applied to the electronic record in a prescribed electronic transaction system.

Disposition of equitable interest

16V. Where a rule of law (including section 7(2) of the Civil Law Act 1909) requires a disposition of an equitable interest respecting any immovable property or interest in such property, to be in writing and signed, or provides for certain consequences if the disposition is not in writing and signed —

(*a*) that requirement for the disposition to be in writing is met with respect to an electronic record if the electronic record is a secure electronic record generated, communicated or received, and stored, in a prescribed electronic transaction system; and

(*b*) that requirement for the disposition to be signed is met with respect to an electronic record if a prescribed secure electronic signature is applied to the electronic record in a prescribed electronic transaction system.

Conveyance of immovable property, etc.

16W.—(1) Where a rule of law (including sections 24 and 53 of the Conveyancing and Law of Property Act 1886) requires a conveyance of immovable property or the transfer of any estate or interest in immovable property to be in the form of a deed, or provides for certain consequences if the conveyance or transfer is not in the form of a deed, that requirement is met by an electronic record if the conditions in subsection (3) are met.

(2) Where a rule of law requires a document or instrument to secure, guarantee or indemnify the payment of moneys or liabilities owing or payable under a mortgage of any estate or interest in immovable property to be in the form of a deed, or provides for certain consequences if the document or instrument is not in the form of a deed, that requirement is met by an electronic record if the conditions in subsection (3) are met.

(3) The conditions mentioned in subsections (1) and (2) are that —

(*a*) the electronic record is a secure electronic record generated, communicated or received, and stored, in a prescribed electronic transaction system;

(*b*) the electronic record clearly states on its face that it is intended to be a deed by each person executing it as a deed;

(*c*) each person signing the electronic record signs the electronic record by applying a prescribed secure

electronic signature to the electronic record in the prescribed electronic transaction system;

(*d*) where the person executing the electronic record as a deed is an individual — the signature of the individual executing the electronic record in the prescribed electronic transaction system is applied in the presence of a witness, who attests the signatory's execution of the electronic record;

(*e*) where the person executing the electronic record as a deed is a body corporate —

(i) the electronic record is sealed by the application of that person's electronic seal to the electronic record in the prescribed electronic transaction system; or

(ii) that person executes the electronic record in the prescribed electronic transaction system without affixing a common seal in accordance with —

(A) in the case of a company — sections 41B and 41C of the Companies Act 1967;

(B) in the case of a limited liability partnership — sections 7 and 8 of the Limited Liability Partnerships Act 2005;

(C) in the case of a variable capital company — section 25(2) of the Variable Capital Companies Act 2018; or

(D) in any other case — such other requirements in lieu of sealing as may be provided under written law for that person; and

(*f*) each person executing the electronic record as a deed delivers the executed electronic record as a deed in the prescribed electronic transaction system.

(4) In this section —

"attest", in relation to the witness mentioned in subsection (3)(*d*), means to sign the electronic record in the prescribed electronic transaction system (by applying a prescribed secure electronic signature) for the purpose of recording on the electronic record the witness' witnessing of the execution of the electronic record by the signatory mentioned in that provision;

"electronic seal" means an electronic symbol of a seal that is affixed to an electronic record using a method that identifies the person who affixed the seal, where the method used is either —

(*a*) as reliable as appropriate for the purpose for which the electronic record is being sealed, in the light of all the circumstances, including any relevant agreement; or

(*b*) proven in fact to have fulfilled the function of identifying the person who affixed the seal, by itself or together with further evidence.

Remote witnessing of execution of document for conveyancing transaction

16X.—(1) This section applies to the witnessing and attestation in Singapore, of the execution in Singapore, of any document (in the form of an electronic record) executed in a prescribed electronic transaction system for the purpose of carrying out a conveyancing transaction.

(2) Where a rule of law (including section 16W(3)(*d*)) requires that the signing of a document mentioned in subsection (1) by a person be in the presence of a witness, or provides for certain consequences if the signing of the document is not in the presence of a witness, that requirement is met by the virtual presence of a witness through an electronic means if —

(*a*) a method that meets the requirements of subsection (3) is used to enable the witness to witness the signing of the document by the signatory, and to attest (in accordance with any requirement as may be prescribed) the signatory's signing of the document; and

(*b*) the method used is either —

(i) as reliable as appropriate for the purpose for which the electronic record is to be signed in the presence of a witness, in the light of all the circumstances, including any relevant agreement; or

(ii) proven in fact to have fulfilled the functions described in paragraph (*a*), by itself or together with further evidence.

(3) The method mentioned in subsection (2)(*a*) must include live two-way interactive audiovisual communications, and must enable the witness to —

(*a*) maintain visual contact and communicate with the signatory throughout the process;

(*b*) confirm the identity of the signatory;

(*c*) verify, by a method of accessing the electronic record, the contents of the electronic record being signed, including the signatory's electronic signature after it is applied to the document;

(*d*) confirm that the document which the witness later signs is the same document signed by the signatory; and

(*e*) fulfil any other prescribed requirement.

(4) For the purposes of this section, the witnessing of a signatory's execution of a document takes place in Singapore only if all the following persons are in Singapore when the witnessing of the execution takes place:

(*a*) the signatory;

(*b*) the witness.

Regulations for this Part

16Y. The Minister may make regulations to prescribe anything which is required or permitted to be prescribed under this Part and generally for the carrying out of the provisions of this Part.".

Amendment of section 38

3. In the Electronic Transactions Act 2010, in section 38, replace "except sections 16Q and 22" wherever it appears with "except Parts 2A, 2B and 4".

Amendment of First Schedule

4. In the Electronic Transactions Act 2010, in the First Schedule —

(*a*) in item 2, in the second column, replace the matter with —

"The creation, performance or enforcement of an indenture, declaration of trust or power of attorney, with the exception of —

(*a*) an implied, constructive or resulting trust;

(*b*) a lasting power of attorney as defined under section 2(1) of the Mental Capacity Act 2008; and

(*c*) an indenture that is a document or instrument mentioned in section 16W(1) or (2) executed in a prescribed electronic transaction system mentioned in section 16W";

(*b*) in item 3, in the second column, after "or any interest in such property", insert ", with the exception of a contract concluded in a prescribed electronic transaction system mentioned in section 16U"; and

(*c*) in item 4, in the second column, after "any interest in immovable property", insert ", with the exception of a disposition of an equitable interest respecting any immovable property or interest in such property, executed in a prescribed electronic transaction system mentioned in section 16V, and a conveyance or transfer

executed in a prescribed electronic transaction system mentioned in section 16W".

New Fifth Schedule

5. In the Electronic Transactions Act 2010, after the Fourth Schedule, insert —

"FIFTH SCHEDULE

Section 16T(1) and (3)

PRESCRIBED ELECTRONIC TRANSACTION SYSTEM

1. The electronic transaction system established under section 23(1) of the Singapore Land Authority Act 2001.
2. The electronic transaction system established under section 94B(1) of the Housing and Development Act 1959.".

PART 2

AMENDMENT OF
SINGAPORE LAND AUTHORITY ACT 2001

Amendment of section 2

6. In the Singapore Land Authority Act 2001, in section 2, after the definition of "Deputy Chairperson", insert —

"""electronic transaction system" means the electronic transaction system established by the Authority under section 23(1);".

Amendment of section 7

7. In the Singapore Land Authority Act 2001, in section 7(1), after paragraph (*e*), insert —

"(*ea*) establish an electronic transaction system for the purposes of enabling the carrying out of conveyancing transactions (as defined in section 22) in land using electronic instruments;".

New Part 6

8. In the Singapore Land Authority Act 2001, after Part 5, insert —

"PART 6

ELECTRONIC TRANSACTION SYSTEM

5 **Interpretation of this Part**

22. In this Part —

"conveyance" includes assignment, appointment, lease, settlement and other assurance made by deed on a sale, mortgage, demise or settlement of any land, or on any 10 other dealing with or for any land; and "convey" has a corresponding meaning;

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

15 (*a*) the sale, purchase or assignment of any land;

(*b*) the grant or surrender of a lease, licence or tenancy in respect of land; and

(*c*) the grant of a mortgage of or charge on land, or the redemption or discharge thereof;

20 "cybersecurity" means the state in which a computer or computer system is protected from unauthorised access or attack, and where because of that state —

(*a*) the computer or computer system continues to be available and operational;

25 (*b*) the integrity of the computer or computer system is maintained; and

(*c*) the integrity and confidentiality of information stored in, processed by or transmitted through the computer or computer system is maintained;

30 "cybersecurity incident" means an act or activity carried out without lawful authority on or through a computer or computer system that jeopardises or adversely affects its

cybersecurity or the cybersecurity of another computer or computer system;

"electronic", "electronic record", "record", "secure electronic signature", "signed" and "signature" have the meanings given by section 2(1) of the Electronic Transactions Act 2010;

"electronic instrument" means an instrument in electronic form;

"land" includes any estate, interest or right in respect of land;

"malfunction", in relation to the electronic transaction system, includes any defect or breakdown in that system or in any equipment, software or telecommunication networks used in or in connection with that system.

Electronic transaction system

23.—(1) The Authority may establish an electronic transaction system —

(*a*) to enable a person to create an electronic instrument with a view to carrying out a conveyancing transaction;

(*b*) to enable a person to carry out a conveyancing transaction using one or more electronic instruments;

(*c*) to facilitate a person's payment of conveyancing money to another person;

(*d*) to enable a person to access a service provided by the Authority or a third party service provider, in relation to the carrying out of a conveyancing transaction;

(*e*) to enable a person to apply for a mortgage loan in relation to the carrying out of a conveyancing transaction;

(*f*) to enable a person to serve (with the intended recipient's consent) any document or notice in relation to a conveyancing transaction;

(*g*) to enable a person to be served (with the person's consent) any document or notice in relation to a conveyancing transaction;

(*h*) to enable the Authority to provide a service for the supply of non-confidential information relating to conveyancing transactions carried out using the electronic transaction system; and

(*i*) to enable the Authority to carry out any of the Authority's functions, or to provide any other service falling within those functions.

(2) The non-confidential information that may be provided under the service mentioned in subsection (1)(*h*) includes (but is not limited to) collations, summaries, reports or analyses of conveyancing transactions carried out using the electronic transaction system.

(3) Where any conveyancing transaction can be carried out using the electronic transaction system, the Authority may refuse to process the transaction if —

(*a*) the conveyancing transaction is not carried out in accordance with the prescribed requirements for the use of the electronic transaction system mentioned in subsection (4); or

(*b*) the fee payable for the use of the electronic transaction system to process the conveyancing transaction (if prescribed by rules made under section 28) has not been paid.

(4) Subject to this Part, the Minister may prescribe requirements for the use of the electronic transaction system, which may include —

(*a*) conditions of access to, and use of, the electronic transaction system;

(*b*) security and authentication requirements for access to, and use of, the electronic transaction system;

(*c*) retention and production of documents supporting or authenticating transactions;

(*d*) modes of payment for transactions; and

(*e*) requirements for the purpose of preventing money laundering, terrorism financing and the financing of proliferation of weapons of mass destruction.

(5) The Authority must retain the records in accordance with section 9 of the Electronic Transactions Act 2010, for a prescribed period, of all conveyancing transactions that are carried out using the electronic transaction system.

(6) Any agent who is authorised by the agent's principal may take any step on behalf of the principal (including to accept service of any document or notice) in relation to a conveyancing transaction through the electronic transaction system.

(7) In subsection (1)(*d*), "third party service provider" means a person (other than the Authority) which provides a service, whether on a commercial basis or not, which relates to the carrying out of a conveyancing transaction.

Evidence of transaction on electronic transaction system

24.—(1) Despite any other written law or rule of law —

(*a*) a copy of the whole or any part of any original document or instrument that is certified by the Authority to be a true copy of the whole or the relevant part of the original document or instrument is in any proceedings admissible in evidence as of equal validity with the original document or instrument; and

(*b*) any document prepared by the Authority that —

(i) consists of information reproduced or extracted from any original document or instrument; and

(ii) contains a statement by the Authority that the information is a true reproduction or extract of the original document or instrument,

is, unless evidence to the contrary is adduced, admissible in evidence in place of and to the same extent as the original document or instrument.

(2) In this section, "original document or instrument" means a document or instrument created, edited, uploaded or used by a person in relation to a conveyancing transaction carried out (or to be carried out) using the electronic transaction system.

Electronic transaction system — errors and omissions arising from malfunction or cybersecurity incident

25.—(1) Despite any other written law or rule of law, the Authority may correct any error or omission in the records of the electronic transaction system pertaining to a conveyancing transaction, if —

(*a*) the error or omission has occurred or arisen as a result of any malfunction of the electronic transaction system or any cybersecurity incident affecting the electronic transaction system; and

(*b*) after being given written notice under subsection (2) of the correction which the Authority intends to make and a reasonable opportunity to make representations to the Authority, either —

(i) all the parties to the conveyancing transaction agree to the intended correction; or

(ii) none of the parties to the conveyancing transaction satisfies the Authority that the correction is inaccurate.

(2) Before the Authority corrects any error or omission in the records of the electronic transaction system pertaining to a conveyancing transaction (called in this section the relevant conveyancing transaction), the Authority must give all the

parties to the relevant conveyancing transaction written notice of —

(*a*) the correction which the Authority intends to make under subsection (1); and

(*b*) the date on which the Authority intends to make the correction.

(3) The date mentioned in subsection (2)(*b*) must not be earlier than 14 days after the date of the written notice mentioned in subsection (2).

(4) Any party to the relevant conveyancing transaction may, at any time before the date mentioned in subsection (2)(*b*) —

(*a*) notify the Authority that the party agrees to the intended correction; or

(*b*) make representations to the Authority relating to the accuracy of the Authority's intended correction mentioned in subsection (2)(*a*).

(5) Upon the receipt of any representations made under subsection (4), the Authority may seek clarification from any party to the relevant conveyancing transaction with regard to anything mentioned in the representations which relates to the accuracy of the Authority's intended correction.

(6) The Authority must consider any representations made under subsection (4), together with any clarification obtained by the Authority under subsection (5), and —

(*a*) if the Authority is satisfied that the Authority's intended correction mentioned in subsection (2)(*a*) is inaccurate — give the parties to the relevant conveyancing transaction —

(i) a written notice that the Authority is so satisfied and will not make the correction which the Authority earlier intended to make; or

(ii) a written notice that the Authority is so satisfied and will make a different correction on a specified date unless the parties satisfy the

Authority that this different correction is inaccurate; or

(*b*) if the Authority is not satisfied that the Authority's intended correction mentioned in subsection (2)(*a*) is inaccurate — proceed to make the correction under subsection (1).

(7) Where the Authority gives a written notice mentioned in subsection (6)(*a*)(ii), subsections (2) to (6) apply, with the necessary modifications, to the proposed different correction.

(8) The Authority must maintain a record of every correction made under subsection (1).

(9) When any error or omission has been corrected under subsection (1), the error or omission is deemed not to have occurred.

Correction by Authority of typographical or clerical error on application of party

26.—(1) Subject to subsection (7), a party to a conveyancing transaction may apply to the Authority in the prescribed form (accompanied by the prescribed application fee) to correct any typographical or clerical error made by the party in any electronic record relating to the conveyancing transaction stored in the electronic transaction system.

(2) Upon the receipt of any application mentioned in subsection (1) —

(*a*) in a case where the typographical or clerical error was made in a data field in the electronic transaction system corresponding to the contents of another electronic record stored in the electronic transaction system (called in this section the source electronic record), the Authority may correct the typographical or clerical error if the Authority is satisfied that the corrected data would accurately correspond to the contents of the source electronic record; or

(*b*) in any other case, the Authority may correct the electronic record relating to the conveyancing transaction stored in the electronic transaction system, if the Authority is satisfied that all of the parties to the conveyancing transaction consent in writing to —

(i) the correction; and

(ii) the date on which the correction should take effect from.

(3) When a correction is made by the Authority under subsection (2)(*a*), the correction takes effect from the date that the source electronic record was first recorded in the electronic transaction system.

(4) When a correction is made by the Authority under subsection (2)(*b*), the correction takes effect from the date of the application under subsection (1) or another date after the firstmentioned date as specified by the Authority taking into account the consent of the parties mentioned in subsection (2)(*b*).

(5) The Authority must maintain a record of every correction made under subsection (2), including any effective date for the correction specified under subsection (4).

(6) For the purposes of subsection (4), "date of the application under subsection (1)" means the date on which the complete application under subsection (1), containing all the information required by the Authority to make the correction under subsection (2)(*b*), was submitted.

(7) Subsection (1) does not apply to any error in any type of electronic records which relates to one or more prescribed key terms of the conveyancing transaction.

(8) The decision made by the Authority on whether to make a correction under subsection (2) is final.

Electronic transaction system — protection of Authority, etc., from liability

27. The Authority, or any person acting under the direction of the Authority, is not liable for any loss or damage suffered by any person —

(*a*) by reason of any error, omission, delay or disruption caused in relation to any transaction processed, being processed, or intended to be processed by the electronic transaction system if —

(i) the error, omission, delay or disruption had occurred or arisen as a result of any malfunction of the electronic transaction system or any cybersecurity incident affecting the electronic transaction system; and

(ii) the malfunction of the electronic transaction system or cybersecurity incident affecting the electronic transaction system had occurred despite the Authority having acted in good faith and with reasonable care to prevent such malfunction or cybersecurity incident from occurring;

(*b*) by reason of, or arising in the course of, the person's use of the electronic transaction system if —

(i) the person used the electronic transaction system in a manner which does not meet the prescribed requirements mentioned in section 23(4); and

(ii) the Authority had acted in good faith and with reasonable care in relation to the person's use of the electronic transaction system mentioned in sub-paragraph (i) at all relevant times; or

(*c*) by reason of any correction made under section 26(2) or the specification of an effective date for a correction under section 26(4), if the Authority had acted in good faith and with reasonable care when

making the correction under section 26(2) or when specifying the effective date under section 26(4).

Rules for this Part

28.—(1) The Minister may make any rules that are necessary or expedient for carrying out the purposes of this Part.

(2) Without limiting subsection (1), the Minister may make rules for or with respect to all or any of the following matters:

(*a*) prescribing the procedure for the use of the electronic transaction system, including the procedure where there is a malfunction of the electronic transaction system or where there is a cybersecurity incident affecting the electronic transaction system;

(*b*) prescribing the minimum period for which the Authority must keep a record of a conveyancing transaction that was carried out using the electronic transaction system;

(*c*) prescribing any fees payable for the purposes of this Part, and the manner in which such fees are to be paid;

(*d*) prescribing what constitutes conveyancing money;

(*e*) prescribing anything which may be prescribed under this Part;

(*f*) prescribing such supplementary and incidental provisions that appear to the Minister to be appropriate for carrying out the purposes of this Part.”.

Amendment of section 36

9. In the Singapore Land Authority Act 2001, in section 36(1), after “this Act”, insert “(except Part 6)”.

PART 3

AMENDMENT OF HOUSING AND DEVELOPMENT ACT 1959

Amendment of section 2

5 **10.** In the Housing and Development Act 1959, in section 2(1), after the definition of "developed land", insert —

"“electronic transaction system” means the electronic transaction system established by the Board under section 94B(1);”.

10 ### Amendment of section 4

11. In the Housing and Development Act 1959, in section 4 —

(*a*) after subsection (1), insert —

"(1A) The Board may use an electronic seal in lieu of the common seal mentioned in subsection (1), 15 where the use of a seal in electronic form is required or permitted under any written law or rule of law.

(1B) An electronic seal mentioned in subsection (1A) must be affixed to an electronic record using a method that identifies the electronic 20 seal as the lawful seal of the Board, where the method used is either —

(*a*) as reliable as appropriate for the purpose for which the electronic record is being sealed, in the light of all the circumstances, 25 including any relevant agreement; or

(*b*) proven in fact to have fulfilled the function of identifying the electronic seal as the lawful seal of the Board, by itself or together with further evidence.";

30 (*b*) replace subsections (2) and (3) with —

"(2) Subject to subsections (3) and (3A), every deed, document and other instrument requiring the

seal of the Board must be sealed with the seal of the Board and every instrument to which the seal is affixed must be —

(*a*) signed by the Chairperson, the Deputy Chairperson or a member of the Board; and

(*b*) countersigned by an officer of the Board authorised by the Board for that purpose.

(3) Every deed, document and other instrument which relates to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the provisions of this Act may be sealed with the seal of the Board, and every instrument to which the seal is affixed must be signed by an officer of the Board authorised by the Board for that purpose.

(3A) Every deed, document and other instrument which relates to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the provisions of this Act, in the form of an electronic record in a prescribed electronic transaction system, may be sealed with the electronic seal of the Board; and every instrument to which the electronic seal is affixed must be signed by an officer of the Board authorised by the Board for that purpose in accordance with subsection (5).

(3B) The signing mentioned in subsection (2), (3) or (3A) is sufficient evidence that the seal or electronic seal (as the case may be) is duly and properly affixed and that it is the lawful seal of the Board.";

(*c*) in subsection (4), replace "or (3)" with ", (3) or (3A)"; and

(*d*) after subsection (4), insert —

"(5) For the purposes of subsection (3A), the officer of the Board must sign the deed, document or other instrument in the form of an electronic record by applying a prescribed secure electronic signature to

the electronic record in the prescribed electronic transaction system.

(6) In this section and section 4A —

"electronic record" has the meaning given by section 2(1) of the Electronic Transactions Act 2010;

"electronic seal" means an electronic symbol of a seal of the Board that satisfies the requirements in subsection (1B);

"prescribed electronic transaction system" has the meaning given by section 16T(1) of the Electronic Transactions Act 2010;

"secure electronic signature" has the meaning given by section 2(1) of the Electronic Transactions Act 2010.".

New sections 4A and 4B

12. In the Housing and Development Act 1959, after section 4, insert —

"**Execution of certain deeds by Board**

4A.—(1) The Board may execute a document described or expressed as a deed, which relates to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the provisions of this Act, without affixing its common seal onto the document, by signature —

(*a*) on behalf of the Board by a member of the Board and an officer of the Board authorised by the Board for that purpose;

(*b*) on behalf of the Board by a member of the Board in the presence of a witness who attests the signature; or

(*c*) on behalf of the Board by at least 2 officers of the Board, each duly authorised by the Board for that purpose.

(2) A document mentioned in subsection (1) that is signed on behalf of the Board in accordance with that subsection has the same effect as if the document were executed under the common seal of the Board.

(3) Section 11 of the Registration of Deeds Act 1988 does not apply to any document that has been purportedly executed in the manner set out in subsection (1).

(4) For the purposes of subsection (1)(*a*), (*b*) and (*c*), where the document described or expressed as a deed is in the form of an electronic record, each person signing the document must sign it by applying a prescribed secure electronic signature to the electronic record.

Alternative to sealing for certain documents

4B. Where any written law or rule of law requires any document which relates to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the provisions of this Act, to be under or executed under the common seal of the Board, or provides for certain consequences if it is not, a document satisfies that written law or rule of law if the document is signed in the manner set out in section 4A(1)(*a*), (*b*) or (*c*) and (4).".

Amendment of section 12

13. In the Housing and Development Act 1959, in section 12, after paragraph (*b*), insert —

"(*ba*) to establish an electronic transaction system for the purposes of enabling —

(i) the Board to process applications and requests in relation to conveyancing transactions (as defined in section 94A); and

(ii) the carrying out of conveyancing transactions (as defined in section 94A) using electronic instruments (as defined in section 94A);".

New Part 4C

14. In the Housing and Development Act 1959, after Part 4B, insert —

"PART 4C

ELECTRONIC TRANSACTION SYSTEM

Interpretation of this Part

94A. In this Part —

"conveyance" includes assignment, appointment, lease, settlement and other assurance made by deed on a sale, mortgage, demise or settlement of any immovable property, or on any other dealing with or for any immovable property; and "convey" has a corresponding meaning;

"conveyancing transaction" means the conveyance, transfer or grant of any estate, interest or right in respect of HDB property, and includes —

(*a*) the sale, purchase or assignment of any HDB property;

(*b*) the grant of a lease in respect of HDB property; and

(*c*) the grant of a mortgage of or charge on HDB property, or the redemption or discharge thereof;

"cybersecurity" means the state in which a computer or computer system is protected from unauthorised access or attack, and where because of that state —

(*a*) the computer or computer system continues to be available and operational;

(*b*) the integrity of the computer or computer system is maintained; and

(*c*) the integrity and confidentiality of information stored in, processed by or transmitted through the computer or computer system is maintained;

"cybersecurity incident" means an act or activity carried out without lawful authority on or through a computer or computer system that jeopardises or adversely affects its cybersecurity or the cybersecurity of another computer or computer system; 5

"electronic", "electronic record", "record", "secure electronic signature", "signed" and "signature" have the meanings given by section 2(1) of the Electronic Transactions Act 2010;

"electronic instrument" means an instrument in electronic form; 10

"HDB property" means any flat, house or other building, or any part thereof, which has been or is to be acquired from the Board, whether directly or indirectly;

"malfunction", in relation to the electronic transaction system, includes any defect or breakdown in that system or in any equipment, software or telecommunication networks used in or in connection with that system. 15

Electronic transaction system

94B.—(1) The Board may establish an electronic transaction system — 20

(*a*) to enable a person to create an electronic instrument with a view to carrying out a conveyancing transaction;

(*b*) to enable a person to carry out a conveyancing transaction using one or more electronic instruments; 25

(*c*) to facilitate a person's payment of conveyancing money to another person;

(*d*) to enable a person to access a service provided by the Board or a third party service provider, in relation to the carrying out of a conveyancing transaction; 30

(*e*) to enable a person to apply for a mortgage loan in relation to the carrying out of a conveyancing transaction;

(*f*) to enable a person to serve (with the intended recipient's consent) any document or notice in relation to a conveyancing transaction;

(*g*) to enable a person to be served (with the person's consent) any document or notice in relation to a conveyancing transaction;

(*h*) to enable the Board to process and approve or reject applications and requests in relation to a conveyancing transaction carried out (or to be carried out) using the electronic transaction system; and

(*i*) to enable the Board to carry out any of the Board's functions, or to provide any other service falling within those functions.

(2) Where any conveyancing transaction can be carried out using the electronic transaction system, the Board may refuse to process the transaction if —

(*a*) the conveyancing transaction is not carried out in accordance with the prescribed requirements for the use of the electronic transaction system mentioned in subsection (3); or

(*b*) the fee payable for the use of the electronic transaction system to process the conveyancing transaction (if prescribed by rules made under section 94F) has not been paid.

(3) Subject to this Part, the Minister may prescribe requirements for the use of the electronic transaction system, which may include —

(*a*) conditions of access to, and use of, the electronic transaction system;

(*b*) security and authentication requirements for access to, and use of, the electronic transaction system;

(*c*) retention and production of documents supporting or authenticating transactions;

(*d*) modes of payment for transactions; and

(*e*) requirements for the purpose of preventing money laundering, terrorism financing and the financing of proliferation of weapons of mass destruction.

(4) The Board must retain the records in accordance with section 9 of the Electronic Transactions Act 2010, for a prescribed period, of all conveyancing transactions that are carried out using the electronic transaction system.

(5) Any agent who is authorised by the agent's principal may take any step on behalf of the principal (including to accept service of any document or notice) in relation to a conveyancing transaction through the electronic transaction system.

(6) In subsection (1)(*d*), "third party service provider" means a person (other than the Board) which provides a service, whether on a commercial basis or not, which relates to the carrying out of a conveyancing transaction.

Evidence of transaction on electronic transaction system

94C.—(1) Despite any other written law or rule of law —

(*a*) a copy of the whole or any part of any original document or instrument that is certified by the Board to be a true copy of the whole or the relevant part of the original document or instrument is in any proceedings admissible in evidence as of equal validity with the original document or instrument; and

(*b*) any document prepared by the Board that —

(i) consists of information reproduced or extracted from any original document or instrument; and

(ii) contains a statement by the Board that the information is a true reproduction or extract of the original document or instrument,

is, unless evidence to the contrary is adduced, admissible in evidence in place of and to the same extent as the original document or instrument.

(2) In this section, "original document or instrument" means a document or instrument created, edited, uploaded or used by a person in relation to —

(*a*) a conveyancing transaction carried out (or to be carried out) using the electronic transaction system; or

(*b*) an application or a request made (or to be made) using the electronic transaction system in relation to a conveyancing transaction mentioned in paragraph (*a*).

Electronic transaction system — errors and omissions arising from malfunction or cybersecurity incident

94D.—(1) Subject to subsection (8), despite any other written law or rule of law, the Board may correct any error or omission in the records of the electronic transaction system pertaining to a conveyancing transaction, if —

(*a*) the error or omission has occurred or arisen as a result of any malfunction of the electronic transaction system or any cybersecurity incident affecting the electronic transaction system; and

(*b*) after being given written notice under subsection (2) of the correction which the Board intends to make and a reasonable opportunity to make representations to the Board, either —

(i) all the parties to the conveyancing transaction agree to the intended correction; or

(ii) none of the parties to the conveyancing transaction satisfies the Board that the correction is inaccurate.

(2) Before the Board corrects any error or omission in the records of the electronic transaction system pertaining to a conveyancing transaction (called in this section the relevant conveyancing transaction), the Board must give all the parties to the relevant conveyancing transaction written notice of —

(*a*) the correction which the Board intends to make under subsection (1); and

(*b*) the date on which the Board intends to make the correction.

(3) The date mentioned in subsection (2)(*b*) must not be earlier than 14 days after the date of the written notice mentioned in subsection (2).

(4) Any party to the relevant conveyancing transaction may, at any time before the date mentioned in subsection (2)(*b*) —

(*a*) notify the Board that the party agrees to the intended correction; or

(*b*) make representations to the Board relating to the accuracy of the Board's intended correction mentioned in subsection (2)(*a*).

(5) Upon the receipt of any representations made under subsection (4), the Board may seek clarification from any party to the relevant conveyancing transaction with regard to anything mentioned in the representations which relates to the accuracy of the Board's intended correction.

(6) The Board must consider any representations made under subsection (4), together with any clarification obtained by the Board under subsection (5), and —

(*a*) if the Board is satisfied that the Board's intended correction mentioned in subsection (2)(*a*) is inaccurate — give the parties to the relevant conveyancing transaction —

(i) a written notice that the Board is so satisfied and will not make the correction which the Board earlier intended to make; or

(ii) a written notice that the Board is so satisfied and will make a different correction on a specified date unless the parties satisfy the Board that this different correction is inaccurate; or

(*b*) if the Board is not satisfied that the Board's intended correction mentioned in subsection (2)(*a*) is inaccurate — proceed to make the correction under subsection (1).

(7) Where the Board gives a written notice mentioned in subsection (6)(*a*)(ii), subsections (2) to (6) apply, with the necessary modifications, to the proposed different correction.

(8) Despite any other written law or rule of law, the Board may correct any error or omission in the records of the electronic transaction system pertaining to any decision made or any document issued by the Board in relation to a conveyancing transaction, if the error or omission has occurred or arisen as a result of any malfunction of the electronic transaction system or any cybersecurity incident affecting the electronic transaction system.

(9) The Board must maintain a record of every correction made under subsection (1) or (8).

(10) When any error or omission has been corrected under subsection (1) or (8), the error or omission is deemed not to have occurred.

Electronic transaction system — protection of Board, etc., from liability

94E. The Board, or any person acting under the direction of the Board, is not liable for any loss or damage suffered by any person —

(*a*) by reason of any error, omission, delay or disruption caused in relation to any transaction, application or request processed, being processed, or intended to be processed by the electronic transaction system if —

(i) the error, omission, delay or disruption had occurred or arisen as a result of any malfunction of the electronic transaction system or any cybersecurity incident affecting the electronic transaction system; and

(ii) the malfunction of the electronic transaction system or cybersecurity incident affecting the electronic transaction system had occurred despite the Board having acted in good faith and with reasonable care to prevent such malfunction or cybersecurity incident from occurring; or

(*b*) by reason of, or arising in the course of, the person's use of the electronic transaction system if —

(i) the person used the electronic transaction system in a manner which does not meet the prescribed requirements mentioned in section 94B(3); and

(ii) the Board had acted in good faith and with reasonable care in relation to the person's use of the electronic transaction system mentioned in sub-paragraph (i) at all relevant times.

Power to make rules

94F.—(1) The Minister may make any rules that are necessary or expedient for carrying out the purposes of this Part.

(2) Without limiting subsection (1), the Minister may make rules for or in respect of all or any of the following matters:

(*a*) prescribing the procedure for the use of the electronic transaction system, including the procedure where there is a malfunction of the electronic transaction system or where there is a cybersecurity incident affecting the electronic transaction system;

(*b*) prescribing the minimum period for which the Board must keep a record of a conveyancing transaction that

was carried out using the electronic transaction system;

(*c*) prescribing any fees payable for the purposes of this Part, and the manner in which such fees are to be paid;

(*d*) prescribing what constitutes conveyancing money;

(*e*) prescribing anything which may be prescribed under this Part;

(*f*) prescribing such supplementary and incidental provisions that appear to the Minister to be appropriate for carrying out the purposes of this Part.".

PART 4

AMENDMENTS RELATING TO REMOTE WITNESSING OF EXECUTION OF INSTRUMENT CONFERRING AUTHORITY OF KIND MENTIONED IN SECTION 11(1) OF MENTAL CAPACITY ACT 2008

Amendment of Mental Capacity (Amendment) Act 2021

15. In the Mental Capacity (Amendment) Act 2021, in section 17, delete subsection (2).

Amendment of Mental Capacity Act 2008

16. In the Mental Capacity Act 2008, in the First Schedule, after paragraph 1, insert —

"**Remote witnessing of execution of electronic instrument by donor**

1A.—(1) For the purposes of paragraph 1(1)(*c*), if the Public Guardian has given prior approval under sub-paragraph (3)(*a*) of the donor's eligibility to have the donor's execution of the instrument witnessed in accordance with this sub-paragraph, the requirement that the donor execute an electronic instrument in the presence of a witness who is a person mentioned in paragraph 2(1)(*e*) may be met by the witness —

(*a*) witnessing in Singapore the donor's execution of the electronic instrument; and

(*b*) attesting the execution on the same instrument,

by using a method which includes live two-way interactive audiovisual communications and which enables the witness to —

(*c*) maintain visual contact and communicate with the donor throughout the process;

(*d*) confirm the identity of the donor;

(*e*) verify by a method of accessing the electronic instrument, the contents of the electronic instrument being signed, including the donor's secure electronic signature after it is applied to the instrument;

(*f*) attest (by using the witness' secure electronic signature) the donor's execution on the same instrument; and

(*g*) fulfil any other prescribed requirement.

(2) Where a donor wishes to have the donor's execution of an electronic instrument witnessed in accordance with sub-paragraph (1), the donor may apply to the Public Guardian for approval of the donor's eligibility to do so.

(3) Upon an application by the donor under sub-paragraph (2), the Public Guardian may —

(*a*) if the Public Guardian is satisfied that all the conditions in sub-paragraph (4) are met at the time of the application — grant approval of the donor's eligibility to have the donor's execution of the instrument witnessed in accordance with sub-paragraph (1); or

(*b*) in any other case — notify the donor that approval of the donor's eligibility is not granted.

(4) The conditions mentioned in sub-paragraph (3)(*a*) are that —

(*a*) the donor is under 75 years of age;

(*b*) the proposed donee (or, if there is more than one proposed donee, each of them) belongs to a category of persons whose relationship with the donor makes it likely that the person (if appointed as a donee) will act in the donor's best interests, as set out in sub-paragraph (5); and

(*c*) none of the following risks pertaining to the execution is significant:

(i) the risk that fraud or undue pressure is used to induce the donor to execute the instrument or to execute the instrument to appoint a particular person as the donor's donee;

(ii) the risk that the donor lacks capacity to execute the instrument;

(iii) the risk that the proposed donee (or, if there is more than one proposed donee, any of them) will not act in the donor's best interests.

(5) Each of the following is a category of persons mentioned in sub-paragraph (4)(*b*):

(*a*) any family member of the donor;

(*b*) any professional donee who provides the services of a donee to the donor, for remuneration.

(6) To avoid doubt, other than the requirement in paragraph 1(1)(*c*) that the donor execute the instrument in the presence of a witness, this paragraph does not affect any other requirement that applies to the donor or the witness in relation to the execution of an instrument.

(7) For the purposes of this paragraph, the witnessing of a donor's execution of an electronic instrument takes place in Singapore only if all the following persons are in Singapore when the witnessing of the execution takes place:

(*a*) the donor;

(*b*) the witness.

(8) In this paragraph, "family member", in relation to a donor, means —

(*a*) a spouse of the donor;

(*b*) a child of the donor, including an adopted child and a step-child;

(*c*) a father or mother of the donor;

(*d*) a father-in-law or mother-in-law of the donor;

(*e*) a brother or sister of the donor; or

(*f*) any other individual who is related by blood or marriage and who is living in the same household as the donor.".

EXPLANATORY STATEMENT

This Bill seeks to —

(*a*) amend the Electronic Transactions Act 2010 (the ETA), the Singapore Land Authority Act 2001 (the SLAA) and the Housing and Development Act 1959 (the HDA) to provide for the carrying out of conveyancing transactions using electronic means;

(*b*) amend the Mental Capacity Act 2008 (the MCA) to provide for remote witnessing of the execution of an electronic instrument intended to confer powers of the kind in a lasting power of attorney, and to delete a provision in the Mental Capacity (Amendment) Act 2021 that is superseded by these amendments to the MCA; and

(*c*) make amendments to the HDA relating to the Housing and Development Board's common seal.

Clause 1 relates to the short title and commencement.

Part 1 (clauses 2 to 5) amends the ETA.

Clause 2 inserts a new Part 2B into the ETA, comprising new sections 16T to 16Y.

The new section 16T(1) provides the definitions of "conveyance", "conveyancing transaction" and "prescribed electronic transaction system" for the purposes of the new Part 2B. The definitions of "conveyance" and "conveyancing transaction" are adapted from the definitions of "conveyance" and "conveyancing transaction" in section 2 of the Conveyancing and Law of Property Act 1886 (the CLPA) and rule 2(2) of the Conveyancing and Law of Property (Conveyancing) Rules 2011 (G.N. No. S 391/2011), respectively, with slight modifications. The term "prescribed electronic transaction system" (PETS) is defined as any electronic transaction system specified in the new Fifth Schedule (inserted by clause 5). Under the new section 16T(3), the Minister may, by order in the *Gazette*, amend the Fifth Schedule.

The new section 16U provides for a functional equivalence rule on when a requirement in a rule of law (including section 6(*d*) of the Civil Law Act 1909) that a contract for the sale or other disposition of immovable property, or any interest in such property, is to be in writing and signed (or providing for certain consequences if the contract is not in writing and signed) is met with respect to an electronic record. The new section 16U(*a*) provides that the writing requirement is met with respect to an electronic record if the electronic record is a secure electronic record generated, communicated or received, and stored, in a PETS. The new section 16U(*b*) provides that the requirement to be signed is met with respect to an electronic record if a prescribed secure electronic signature is applied to the electronic record in a PETS.

The inclusion of the phrase "and stored" in the new sections 16U(*a*), 16V(*a*) and 16W(3)(*a*) means that those provisions only apply to electronic records stored in a PETS. Where an electronic record is generated, communicated or received, and stored in a PETS in accordance with the requirements of the new sections 16U(*a*), 16V(*a*) and 16W(3)(*a*), and the operator of the PETS subsequently removes the electronic record from the PETS and retains it for archival purposes in another information system, the new section 16T(2) clarifies that such retention of the electronic record in another information system does not cause the requirement of the electronic record being stored in the PETS in the new sections 16U(*a*), 16V(*a*) and 16W(3)(*a*) to cease being met.

The new section 16V provides for a functional equivalence rule on when a requirement in a rule of law (including section 7(2) of the Civil Law Act 1909) that a disposition of an equitable interest respecting any immovable property or interest in such property, is to be in writing and signed (or providing for certain consequences if the disposition is not in writing and signed) is met with respect to an electronic record. The new section 16V(*a*) provides that the writing requirement is met with respect to an electronic record if the electronic record is a secure electronic record generated, communicated or received, and stored, in a PETS. The new section 16V(*b*) provides that the requirement to be signed is met with respect to an electronic record if a prescribed secure electronic signature is applied to the electronic record in a PETS.

The new section 16W(1) provides for a functional equivalence rule on when a requirement in a rule of law (including sections 24 and 53 of the CLPA) that a conveyance of immovable property or the transfer of any estate or interest in immovable property is to be in the form of a deed (or providing for certain consequences if the conveyance or transfer is not in the form of a deed) is met by an electronic record. The new section 16W(2) provides for a functional equivalence rule on when a requirement in a rule of law that a document or instrument to secure, guarantee or indemnify the payment of moneys or liabilities owing or payable under a mortgage of any estate or interest in immovable property is to be in the form of a deed (or providing for certain consequences if the document or instrument is not in the form of a deed) is met by an electronic record. The new section 16W(1) and (2) provides that the abovementioned requirements in the rules of law are met by an electronic record if the conditions in the new section 16W(3) are met in relation to the electronic record.

The condition in the new section 16W(3)(*a*) is similar to the condition provided for in the new sections 16U(*a*) and 16V(*a*). The conditions in the new section 16W(3)(*b*) and (*c*) are adapted from the conditions in section 12A(1)(*a*) and (*b*), respectively, of the MCA. The new section 16W(3)(*b*) and (*c*) refers to "each person" as the new section 16W contemplates that such an electronic record may be executed by more than one person as a deed. In the case of an individual, under the new section 16W(3)(*d*), the individual need not seal the electronic record, and may instead sign the electronic record in the PETS in the presence of a

witness, who attests the signatory's execution of the record. In the case of a body corporate, the new section 16W(3)(*e*) provides that the body corporate may seal the electronic record using its electronic seal (see the new section 16W(3)(*e*)(i)) or execute it in accordance with such other requirements in lieu of sealing as may be provided under written law for that type of body corporate (see the new section 16W(3)(*e*)(ii)). The new section 16W(3)(*f*) requires each person executing the electronic record as a deed to deliver the executed electronic record as a deed in the PETS.

The new section 16W(4) defines "attest" in relation to the witness mentioned in the new section 16W(3)(*d*). To attest the signatory's execution of the electronic record, the witness must sign the same electronic record in the PETS using a prescribed secure electronic signature. If the witness so intends, the witness may use a single signature on an electronic record to record the witness' witnessing of the execution of the electronic record by more than one signatory. The new section 16W(4) defines "electronic seal" for the purposes of the new section 16W to mean an electronic symbol of a seal affixed to an electronic record using a method that identifies the person who affixed the seal, where the method used fulfils either of 2 conditions in paragraphs (*a*) and (*b*) (which conditions are adapted from section 8(*b*) of the ETA).

The new section 16X applies to the witnessing and attestation in Singapore, of the execution in Singapore, of any electronic document executed in a PETS for the purpose of carrying out a conveyancing transaction. The new section 16X(2) provides that a requirement in a rule of law (including the new section 16W(3)(*d*)) that the signing of such a document by a person be in the presence of a witness (or providing for certain consequences if the signing is not in the presence of a witness) is met by the virtual presence of a witness through an electronic means if the 2 conditions in paragraphs (*a*) and (*b*) are met. The conditions are that —

(*a*) a method that meets the requirements of the new section 16X(3) is used to enable the witness to witness the signing of the document by the signatory, and to attest (in accordance with any prescribed requirement) the signatory's signing of the document; and

(*b*) the method used is either (i) as reliable as appropriate for the purpose for which the electronic document is to be signed in the presence of a witness, or (ii) proven in fact to have fulfilled the functions described in paragraph (*a*). These requirements are adapted from section 8(*b*) of the ETA.

The new section 16X(3) requires the method mentioned in the new section 16X(2)(*a*) to include live two-way interactive audiovisual communications, and to enable the witness to maintain visual contact and communicate with the signatory, identify the signatory's identity, verify the contents of the electronic record being signed, and confirm that the document to be signed by the witness later is the same document. The requirements in the new

section 16X(3)(*a*) to (*d*) are adapted with modifications from the requirements in Order 15, Rule 22(3)(*a*) to (*d*) of the Rules of Court 2021 (G.N. No. S 914/2021). As an example, "a method of accessing the electronic record" mentioned in the new section 16X(3)(*c*) can be the viewing of the electronic record through an image of the signatory's screen that is shared by the signatory with the witness using video conferencing technology. The confirmation of the witness mentioned in the new section 16X(3)(*d*) may be achieved, for example, by the witness noting certain unique features of the document when the witness observes the signatory signing it, and then ensuring that those same features are present in the document before the witness signs it.

The new section 16X(4) provides that the witnessing of a signatory's execution of a document takes place in Singapore only if both the signatory and the witness are in Singapore when the witnessing of the execution of the document takes place.

The new section 16Y provides that the Minister may make regulations to prescribe anything which is required or permitted to be prescribed under the new Part 2B and generally for the carrying out of the provisions of the new Part 2B.

Clause 3 replaces the references in section 38 to sections 16Q and 22 with references to Parts 2A, 2B and 4, to exclude from the scope of section 38 the matters covered by sections 16Q and 22 and the new section 16Y.

Clause 4 amends items 2, 3 and 4 of the First Schedule to the ETA to carve out the subject matter of the new sections 16U, 16V and 16W from the matters excluded by section 4 of the ETA.

Clause 4(*a*) amends item 2 of the First Schedule to the ETA so that an indenture that is a document or instrument mentioned in the new section 16W(1) or (2) executed in a PETS mentioned in the new section 16W is not excluded from the application of Part 2 of the ETA, under section 4(1) of that Act.

Clause 4(*b*) amends item 3 of the First Schedule to the ETA so that a contract concluded in a PETS mentioned in the new section 16U is not excluded from the application of Part 2 of the ETA, under section 4(1) of that Act.

Clause 4(*c*) amends item 4 of the First Schedule to the ETA so that a disposition of an equitable interest respecting any immovable property or interest in such property, executed in a PETS mentioned in the new section 16V, and a conveyance or transfer executed in a PETS mentioned in the new section 16W, are not excluded from the application of Part 2 of the ETA, under section 4(1) of that Act.

Clause 5 inserts a new Fifth Schedule to the ETA which specifies 2 PETSs.

Part 2 (clauses 6 to 9) amends the SLAA.

Clause 6 amends section 2 to insert a new definition of "electronic transaction system", which is defined to mean the electronic transaction system established by the Singapore Land Authority (the Authority) under section 23(1).

Clause 7 inserts a new section 7(1)(*ea*) to empower the Authority to establish an electronic transaction system for the purposes of enabling the carrying out of conveyancing transactions (as defined in the new section 22 inserted by clause 8) in land using electronic instruments.

Clause 8 inserts a new Part 6 comprising the new sections 22 to 28. These relate to the establishment of an electronic transaction system by the Authority.

The new section 22 defines various terms such as "conveyance", "conveyancing transaction", "cybersecurity", "cybersecurity incident", "electronic instrument", "land" and "malfunction" which are used in the new Part 6. Although "land" is defined in section 2, the term is separately defined for the purposes of Part 6 to include any estate, interest or right in respect of land. The definitions of "conveyance" and "conveyancing transaction" are adapted from the definitions of "conveyance" and "conveyancing transaction" in section 2 of the CLPA and rule 2(2) of the Conveyancing and Law of Property (Conveyancing) Rules 2011, respectively, with slight modifications. The definitions of "cybersecurity" and "cybersecurity incident" are adopted from section 2(1) of the Cybersecurity Act 2018. The definition of "malfunction" is adopted from section 10A of the MCA.

The new section 23(1) authorises the Authority to establish an electronic transaction system to enable or facilitate the carrying out by persons of various steps related to conveyancing transactions. This system is one of the electronic transaction systems prescribed in the new Fifth Schedule to the ETA, inserted by clause 5. It also enables the Authority to use the electronic transaction system to provide a service for the supply of non-confidential information relating to conveyancing transactions carried out using the electronic transaction system, and to carry out any of the Authority's functions or to provide any other service falling within those functions (see the new section 23(1)(*h*) and (*i*)).

The new section 23(2) sets out some of the types of non-confidential information relating to conveyancing transactions carried out using the electronic transaction system that may be supplied under the service provided by the Authority as mentioned in the new section 23(1)(*h*).

The new section 23(3) enables the Authority to refuse to process a conveyancing transaction that can be carried out using the electronic transaction system if the transaction is not carried out in accordance with the prescribed requirements for the use of the electronic transaction system mentioned in the new section 23(4) or if the fee payable (if prescribed by rules made under the new section 28) has not been paid.

The new section 23(4) empowers the Minister to prescribe requirements for the use of the electronic transaction system.

The new section 23(5) requires the Authority to retain the records in accordance with section 9 of the ETA, for a prescribed period, of all conveyancing transactions that are carried out using the electronic transaction system. The new section 16T(2) of the ETA (inserted by clause 2) would be relevant if the Authority retains the records in an information system other than the electronic transaction system (see the explanation above regarding the new section 16T(2)).

The new section 23(6) provides that any agent who is authorised by the agent's principal may take any step on behalf of the principal (including to accept service of any document or notice) in relation to a conveyancing transaction through the electronic transaction system. Such an agent might be a lawyer who is acting for a client in a conveyancing transaction and is authorised by the client to take steps on the client's behalf in relation to the conveyancing transaction through the electronic transaction system.

The new section 23(7) defines "third party service provider" for the purposes of the new section 23. A third party service provider is a person (other than the Authority) which provides a service, whether on a commercial basis or not, which relates to the carrying out of a conveyancing transaction. Such a third party service provider might be a financial institution providing services to facilitate the payment of conveyancing money from one person to another person using the electronic transaction system.

The new section 24 (adapted with modification from section 29 of the Accounting and Corporate Regulatory Authority Act 2004) provides for the admissibility in evidence of certain documents certified by the Authority as a true copy or a reproduction or extract of documents or instruments created, edited, uploaded or used in relation to a conveyancing transaction carried out (or to be carried out) using the electronic transaction system.

The new section 25 deals with the correction of any error or omission in the records of the electronic transaction system pertaining to a conveyancing transaction arising from a malfunction of the electronic transaction system or any cybersecurity incident affecting the electronic transaction system. Under the new section 25(1), the Authority may correct such an error or omission if, after giving written notice under the new section 25(2) of the correction which the Authority intends to make and a reasonable opportunity to make representations to the Authority, either —

(*a*) all the parties to the conveyancing transaction agree to the intended correction; or

(*b*) none of the parties to the conveyancing transaction satisfies the Authority that the correction is inaccurate.

Under the new section 25(3), the date on which the Authority intends to make a correction notified in a written notice under the new section 25(2) must not be earlier than 14 days after the date of the written notice. Under the new section 25(4), at any time before this date, any party to the conveyancing transaction may notify the Authority that the party agrees to the intended correction or make representations to the Authority relating to the accuracy of the Authority's intended correction.

If all the parties to the conveyancing transaction agree to the intended correction, the new section 25(1)(*b*)(i) is satisfied and the Authority may make the correction earlier than the date of the intended correction. If any party makes representations, then upon the receipt of such representations the Authority may, under the new section 25(5), seek clarification from any party to the relevant conveyancing transaction with regard to anything mentioned in the representations which relates to the accuracy of the Authority's intended correction.

Under the new section 25(6), the Authority must consider any representations made together with any clarification obtained by the Authority. If the Authority is satisfied that the Authority's intended correction mentioned in the new section 25(2)(*a*) is inaccurate, the Authority must give the parties to the relevant conveyancing transaction —

(*a*) a written notice that the Authority is so satisfied and will not make the correction which the Authority earlier intended to make; or

(*b*) a written notice that the Authority is so satisfied and will make a different correction on a specified date unless the parties satisfy the Authority that this different correction is inaccurate.

If the Authority is not satisfied that the Authority's intended correction mentioned in the new section 25(2)(*a*) is inaccurate, the Authority must proceed to make the correction under the new subsection (1). Under the new section 25(7), where the Authority gives a written notice under the new section 25(6)(*a*)(ii) that the Authority intends to make a different correction, the new section 25(2) to (6) applies, with the necessary modifications, to the proposed different correction.

The new section 25(8) requires the Authority to keep a record of every correction made.

The new section 25(9) provides that where an error or omission has been corrected under the new section 25(1), the error or omission is treated as not having occurred.

The new section 26 provides for the correction of any typographical or clerical error made by a party to a conveyancing transaction in any electronic record relating to the conveyancing transaction stored in the electronic transaction system. The new section 26(1) allows a party to a conveyancing transaction to

apply to the Authority to correct such a typographical or clerical error made by the party.

Under the new section 26(2)(*a*), where the typographical or clerical error was made in a data field in the electronic transaction system corresponding to the contents of another electronic record stored in the electronic transaction system (called in the new section 26 the source electronic record), the Authority may correct the typographical or clerical error if the Authority is satisfied that the corrected data would accurately correspond to the contents of the source electronic record. The source electronic record might be a scanned copy of a document, which the party uploaded to the electronic transaction system. As the scanned copy of the document might not be machine readable, the party might have to enter information from the scanned copy into appropriate data fields provided by the electronic transaction system, and might make typographical or clerical errors in the process. Under the new section 26(3), such a correction takes effect from the date that the source electronic record was first recorded in the electronic transaction system.

Under the new section 26(2)(*b*), where the typographical or clerical error is not of the kind described in the new section 26(2)(*a*), the Authority may correct the electronic record relating to the conveyancing transaction stored in the electronic transaction system, if the Authority is satisfied that all of the parties to the conveyancing transaction consent in writing to the correction and the date on which the correction should take effect from. Under the new section 26(4), such a correction takes effect from the date of the application under the new section 26(1), or another date after the firstmentioned date as specified by the Authority taking into account the parties' consent.

The new section 26(5) requires the Authority to keep a record of every correction made under the new section 26(2), including any effective date for the correction specified under the new section 26(4).

The new section 26(6) provides that for the purposes of the new section 26(4), the "date of the application under subsection (1)" means the date on which the complete application under the new section 26(1), containing all the information required by the Authority to make the correction under the new section 26(2)(*b*), was submitted.

The new section 26(7) provides that the new section 26(1) does not apply to any errors in any types of electronic records which relate to one or more prescribed key terms of the conveyancing transaction.

The new section 27 confers immunity on the Authority, or any person acting under the direction of the Authority, from liability for any loss or damage suffered by any person in 3 scenarios. In all 3 scenarios, the immunity is conditioned on the Authority acting in good faith and with reasonable care (see the new section 27(*a*)(ii), (*b*)(ii) and (*c*)).

The first scenario, set out in the new section 27(*a*), is where the loss or damage suffered is by reason of any error, omission, delay or disruption caused in relation to any transaction processed, being processed, or intended to be processed by the electronic transaction system, if the error, omission, delay or disruption had occurred or arisen as a result of any malfunction of the electronic transaction system or any cybersecurity incident affecting the electronic transaction system.

The second scenario, set out in the new section 27(*b*), is where the loss or damage suffered by a person is by reason of, or arising in the course of, the person's use of the electronic transaction system in a manner which does not meet the prescribed requirements mentioned in the new section 23(4).

The third scenario, set out in the new section 27(*c*), is where the loss or damage suffered is by reason of any correction of a typographical error or clerical error made under the new section 26(2) or the specification of an effective date for a correction under the new section 26(4).

The new section 28 empowers the Minister to make rules for carrying out the purposes of the new Part 6.

In tandem with the insertion of the new section 28, clause 9 amends section 36 so that the rule-making power in section 36 does not cover the new Part 6 (for which rules are to be made under the new section 28).

Part 3 (clauses 10 to 14) amends the HDA.

Clause 10 amends section 2(1) to insert a new definition of "electronic transaction system", which is defined to mean the electronic transaction system established by the Housing and Development Board (the Board) under the new section 94B(1).

Clause 11 makes a number of amendments to section 4 which relate to the Board's common seal. Clause 11(*a*) inserts the new section 4(1A) and (1B). The new section 4(1A) provides that the Board may use an electronic seal in lieu of the common seal mentioned in section 4(1), where the use of an electronic seal is required or permitted under any written law or rule of law. An instance of such a law is the new section 16W(3)(*e*)(i) of the ETA, inserted by clause 2. The new section 4(1B) provides for how an electronic seal must be affixed to an electronic record.

Clause 11(*b*) replaces section 4(2) and (3) with the new section 4(2), (3), (3A) and (3B). The new section 4(2) provides that every deed, document and other instrument requiring the seal of the Board must be sealed with the seal of the Board and the instrument to which the seal is affixed must be signed by the Chairperson, Deputy Chairperson or a member of the Board, and countersigned by an officer of the Board authorised by the Board for that purpose. Unlike the existing section 4(2), the new section 4(2) does not require the seal of the Board to be applied "in the presence" of the persons specified in the existing section 4(2)

who must sign the deed, document or instrument to which the seal is affixed. The new section 4(2) is adapted with modification from section 5(2) of the Urban Redevelopment Authority Act 1989.

The new section 4(3) provides an alternative manner for the sealing of a deed, document or other instrument which relates to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the HDA, and requires that the instrument to which the seal is affixed must be signed by an officer of the Board authorised by the Board for that purpose. Unlike the existing section 4(3), the new section 4(3) also does not require the seal of the Board to be applied "in the presence" of an officer of the Board duly authorised by the Board who must sign the deed, document or instrument to which the seal is affixed.

The new section 4(3A) is an analogue of the new section 4(3), which provides for the electronic sealing of a deed, document or other instrument (which relates to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the HDA) in the form of an electronic record in a PETS.

The new section 4(3B) provides that the signing mentioned in the new section 4(2), (3) or (3A) is sufficient evidence that the seal or electronic seal is duly and properly affixed and that it is the lawful seal of the Board. The new section 4(3B) is adapted with modification from section 5(3) of the Urban Redevelopment Authority Act 1989.

Clause 11(*c*) amends section 4(4) so that it applies also to any instrument purporting to have been executed under the new section 4(3A).

Clause 11(*d*) inserts the new section 4(5) which provides that for the purposes of the new section 4(3A), the officer of the Board must sign the deed, document or other instrument in the form of an electronic record by applying a prescribed secure electronic signature to the electronic record in the PETS. Clause 11(*d*) also inserts the new section 4(6) which defines the terms "electronic record", "electronic seal", "prescribed electronic transaction system" and "secure electronic signature", for the purposes of the amended section 4 and the new section 4A.

Clause 12 inserts the new sections 4A and 4B. The new section 4A provides that the Board may execute a document described or expressed as a deed, which relates to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the HDA, without affixing its common seal onto the document, by signature of certain persons on behalf of the Board as set out in the new section 4A(1)(*a*), (*b*) and (*c*). The new section 4A(2) provides that a document mentioned in the new section 4A(1) that is signed on behalf of the Board in accordance with the new section 4A(1) has the same effect as if the document were executed under the common seal of the Board. The new section 4A(1) and (2) is adapted from section 41B(1) and (2) of the Companies Act 1967.

The new section 4A(3) provides that section 11 of the Registration of Deeds Act 1988 does not apply to any document that has been purportedly executed in the manner set out in the new section 4A(1). It is the analogue of section 4(4), modified for the purposes of the new section 4A.

The new section 4A(4) provides that for the purposes of the new section 4A(1)(*a*), (*b*) and (*c*), where the document described or expressed as a deed is in the form of an electronic record, each person signing the document must sign it by applying a prescribed secure electronic signature to the electronic record.

The new section 4A therefore provides the Board with an alternative means to execute a document described or expressed as a deed (which relates to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the HDA) without affixing a seal onto the document (whether the document is physical or in the form of an electronic record).

The new section 4B provides that where any written law or rule of law requires any document which relates to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the HDA, to be under or executed under the common seal of the Board, or provides for certain consequences if it is not, a document satisfies that written law or rule of law if the document is signed in the manner set out in the new section 4A(1)(*a*), (*b*) or (*c*) and (4). The new section 4B therefore allows a requirement that such a document be under or executed under the common seal of the Board to be satisfied in an alternative way. The new section 4B is adapted with modification from section 41C of the Companies Act 1967.

Clause 13 inserts the new section 12(*ba*) to expand the functions and duties of the Board to include establishing an electronic transaction system for the purposes of enabling the Board to process applications and requests in relation to conveyancing transactions, and enabling the carrying out of conveyancing transactions using electronic instruments. The terms "conveyancing transactions" and "electronic instruments" referred to in the new section 12(*ba*) are defined in the new section 94A.

Clause 14 inserts a new Part 4C, comprising new sections 94A to 94F. These relate to the establishment of an electronic transaction system by the Board.

The new section 94A defines various terms such as "conveyance", "conveyancing transaction", "cybersecurity", "cybersecurity incident", "electronic instrument", "HDB property" and "malfunction" which are used in the new Part 4C. The definitions of "conveyance" and "conveyancing transaction" are similar to the definitions of the same terms in the new section 16T(1) of the ETA and the new section 22 of the SLAA. As defined in the new section 94A, the term "conveyancing transaction" applies only to "HDB property" (and not other types of property). "HDB property" is defined to mean any flat, house or other

building, or any part thereof, which has been or is to be acquired from the Board, whether directly or indirectly. The definitions of "cybersecurity", "cybersecurity incident" and "malfunction" are the same as in the new section 22 of the SLAA inserted by clause 8, and the same explanations above apply.

The new section 94B(1) authorises the Board to establish an electronic transaction system to enable or facilitate the carrying out by persons of various steps related to conveyancing transactions. This system is one of the electronic transaction systems prescribed in the new Fifth Schedule to the ETA. The new section 94B(1) also enables the Board to use the electronic transaction system to process and approve or reject applications and requests in relation to a conveyancing transaction carried out (or to be carried out) using the electronic transaction system, and to carry out any of the Board's functions or to provide any other service falling within those functions (see the new section 94B(1)(*h*) and (*i*)).

The new section 94B(2) to (6) is similar to the new section 23(3) to (7) of the SLAA, with modifications made to suit the context of the HDA. The explanations above relating to the new section 23(3) to (7) of the SLAA are similarly applicable to the new section 94B(2) to (6), with the necessary modifications.

The new section 94C provides for the admissibility in evidence of certain documents certified by the Board. The new section 94C is similar to the new section 24 of the SLAA and the explanation above for the new section 24 of the SLAA is applicable to the new section 94C with the necessary modifications. The new section 94C differs substantively from the new section 24 of the SLAA in one respect, viz. the term "original document or instrument" is defined to alternatively mean a document or instrument created, edited, uploaded or used by a person in relation to an application or request made (or to be made) using the electronic transaction system in relation to a conveyancing transaction carried out (or to be carried out) using the electronic transaction system (see the new section 94C(2)(*b*)). This is to cater for the applications and requests mentioned in the new section 94B(1)(*h*) mentioned above.

The new section 94D deals with the correction of any error or omission in the records of the electronic transaction system pertaining to a conveyancing transaction arising from a malfunction of the electronic transaction system or any cybersecurity incident affecting the electronic transaction system. The new section 94D(1) to (7) is similar to the new section 25(1) to (7) of the SLAA and the explanations above for those provisions apply with the necessary modifications. The new section 94D includes the new section 94D(8) which does not have an equivalent in section 25 of the SLAA. The new section 94D(8) provides that the Board may correct any error or omission in the records of the electronic transaction system pertaining to any decision made or any document issued by the Board in relation to a conveyancing transaction, if the error or omission has occurred or arisen as a result of any malfunction of the electronic transaction system or any cybersecurity incident affecting the electronic transaction system.

This refers to the decisions made and documents issued in relation to the applications and requests mentioned in the new section 94B(1)(*h*).

The new section 94E confers immunity on the Board or any person acting under the direction of the Board from liability for any loss or damage suffered by any person in 2 scenarios. The new section 94E(*a*) and (*b*) is similar to the new section 27(*a*) and (*b*) of the SLAA and the explanations above for those provisions apply with the necessary modifications. The new section 94E(*a*) differs from the new section 27(*a*) of the SLAA in that it includes a reference to "application or request". This refers to the applications and requests mentioned in the new section 94B(1)(*h*). The new section 94E does not have an equivalent of the new section 27(*c*) of the SLAA as the new Part 4C of the HDA does not have an equivalent of the new section 26 of the SLAA.

The new section 94F empowers the Minister to make rules for carrying out the purposes of the new Part 4C of the HDA.

Part 4 (clauses 15 and 16) makes amendments relating to the MCA for the remote witnessing of the execution of instruments conferring powers of the kind in lasting powers of attorney.

Clause 15 deletes section 17(2) of the Mental Capacity (Amendment) Act 2021, which has not been brought into operation, and is being superseded by the insertion of the new paragraph 1A of the First Schedule to the MCA by clause 16.

Clause 16 inserts a new paragraph 1A in the First Schedule to the MCA. The new paragraph 1A provides for when the requirement in paragraph 1(1)(*c*) of the First Schedule that the donor execute an electronic instrument in the presence of a witness, may be met by the witness witnessing the execution of the instrument remotely using live two-way interactive audiovisual communications.

The new paragraph 1A(1) provides that if the Public Guardian has given prior approval under the new paragraph 1A(3)(*a*) of the donor's eligibility to have the donor's execution of the instrument witnessed in accordance with the new paragraph 1A(1), the requirement that the donor execute an electronic instrument in the presence of a witness who is a person mentioned in paragraph 2(1)(*e*) may be met by the witness witnessing in Singapore the donor's execution of the electronic instrument, and attesting the execution on the same instrument, using a method that includes live two-way interactive audiovisual communications and fulfils certain requirements. These requirements are that the method must enable the witness to —

(*a*) maintain visual contact and communicate with the donor throughout the process;

(*b*) confirm the identity of the donor;

(*c*) verify by a method of accessing the electronic instrument, the contents of the electronic instrument being signed, including the donor's secure electronic signature after it is applied to the instrument;

(*d*) attest (by using the witness' secure electronic signature) the donor's execution on the same instrument; and

(*e*) fulfil any other prescribed requirement.

These requirements are similar to the requirements in the new section 16X(3) of the ETA and the explanation of those requirements above apply similarly to the new paragraph 1A(1).

The new paragraph 1A(2) provides that a donor may apply for the Public Guardian's approval of the donor's eligibility to have the execution of an electronic instrument witnessed in accordance with the new paragraph 1A(1). Upon such an application, the Public Guardian has to assess whether the conditions listed in the new paragraph 1A(4) are met. If the Public Guardian is satisfied that all those conditions are met at the time of the application, the Public Guardian may grant approval under the new paragraph 1A(3)(*a*) of the donor's eligibility to have the donor's execution of the instrument witnessed in accordance with the new paragraph 1A(1). In any other case, the Public Guardian will notify the donor that approval of the donor's eligibility is not granted.

The conditions in the new paragraph 1A(4) are that the donor is under 75 years of age, that the proposed donee (or, if there is more than one proposed donee, each of them) belongs to a category of persons whose relationship with the donor makes it likely that the person (if appointed as donee) will act in the donor's best interests (as set out in the new paragraph 1A(5)), and that none of the following risks pertaining to the execution is significant:

(*a*) the risk that fraud or undue pressure is used to induce the donor to execute the instrument or to execute the instrument to appoint a particular person as the donor's donee;

(*b*) the risk that the donor lacks capacity to execute the instrument;

(*c*) the risk that the proposed donee (or, if there is more than one proposed donee, any of them) will not act in the donor's best interests.

Section 45 of the MCA empowers the Minister to amend paragraph 1A(4)(*a*) of the First Schedule to specify a different specified age of seniority, in accordance with new data or findings.

The new paragraph 1A(5) sets out the following categories of persons whose relationship with the donor makes it likely that the person (if appointed as donee) will act in the donor's best interests:

(*a*) any family member of the donor;

(*b*) any professional donee who provides the services of a donee to the donor, for remuneration.

The new paragraph 1A(8) defines the term "family member" in relation to a donor. The Minister may, pursuant to section 45 of the MCA, amend the new paragraph 1A(5) and (8) of the First Schedule to update the categories of persons set out in those sub-paragraphs, in accordance with new data or findings.

The new paragraph 1A(6) makes clear that other than the requirement in paragraph 1(1)(*c*) that the donor execute the instrument in the presence of a witness, the new paragraph 1A does not affect any other requirement that applies to the donor or the witness in relation to the execution of an instrument. In particular, the new paragraph 1A does not affect the requirements in paragraph 2(1)(*e*) of the First Schedule.

The new paragraph 1A(7) clarifies that the witnessing of a donor's execution of an electronic instrument takes place in Singapore only if both the donor and the witness are in Singapore when the witnessing of the execution of the instrument takes place.

EXPENDITURE OF PUBLIC MONEY

This Bill will involve the Government in extra financial expenditure, the exact amount of which cannot at present be ascertained.