

IRAS e-Tax Guide

Stamp Duty: Imposition of Stamp Duty on Sellers for Sale or Disposal of Residential Property (Fifth Edition)



INLAND REVENUE
AUTHORITY
OF SINGAPORE

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Fifth Edition changes

Paragraphs

- 1.3 – Replaced with new information
- 1.4 – Amendment made after the phrase “will apply”
- 2 – Replaced with new information
- 3.1 – Renumbered from 2.4 of 4th edition
- 4 – New information and 4.3 is amended from 2.5 of 4th edition
- 5 – Renumbered from 4 of 4th edition and is amended from 4.1 of 4th edition
- 6 – Renumbered from 5 of 4th edition and amendment made after the phrase “Annex A”
- 7 – Renumbered from 6 of 4th edition
- 7.1(iii) - Minor amendment on “subject to paragraph” from 2.5 to 4.3
- 7.1(xi) – Renumbered from (xii) due to deletion of (xi) of 4th edition
- 7.2 – Amendment made after the phrase “sellers/ transferors who”
- 8 – Renumbered from 7 of 4th edition
- 8.1 – Deleted the phrase “with effect from 27 July 2010” and minor amendment made
- 8.2 – Amendment made after the phrase “in page”
- 9 – Renumbered from 8 of 4th edition with new information
- 10 – Renumbered from 2 of 4th edition with new information
- 11 – Renumbered from 10 of 4th edition

Annexes

- B – Addition of “4 years”
- C – Addition of “4 years”
- D – Deleted questions 1 to 3 of 4th edition, question 1 amended and renumbered from question 4, question 2 amended and renumbered from question 9, questions 3 to 6 are new, question 7 amended and renumbered from question 5, question 8 amended and renumbered from question 6, question 9 amended and renumbered from question 7, question 10 amended and renumbered from question 8, question 11 amended and renumbered from question 10 and questions 12 to 13 amended and renumbered from questions 10 to 11.

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1. Overview

- 1.1 In February 2010, the Government imposed a seller's stamp duty (SSD) for sellers who buy (or acquire) residential properties on or after 20 February 2010 and sell (or disposed of) them within one year of acquisition¹.
- 1.2 On 30 August 2010, the Government further announced that SSD will be imposed on residential properties which are bought or acquired on or after 30 August 2010 and sold or disposed of within three years of acquisition.
- 1.3 On 13 January 2011, the Government announced the extension of the holding period for imposition of SSD on residential properties from 3 years to 4 years based on new rates. The new SSD rates will be imposed on residential properties which are bought or acquired on or after 14 January 2011 and sold or disposed of within 4 years of acquisition.
- 1.4 This Guide explains the circumstances under which SSD will apply, how SSD is computed and the procedures for paying SSD.

2. Amount of Seller's Stamp Duty (SSD) Payable

- 2.1 SSD is payable on residential property purchased on and after 20 February 2010 and sold within certain duration, with amounts of duty computed as summarized in the following table :

Date of purchase / acquisition	Holding Period	SSD payable
Between 20 February 2010 and 29 August 2010 (all inclusive)*	Within 1 year	1% on first \$180,000 2% on next \$180,000 3% on remainder, of the consideration or value whichever is higher
	More than 1 year	No SSD payable

¹ The date of purchase, acquisition and sale refers to the date the Option to Purchase is exercised or the date the Sale and Purchase Agreement is signed, whichever is earlier.

Date of purchase / acquisition	Holding Period	SSD payable
Between 30 August 2010 and 13 January 2011 (all inclusive)*	Within 1 year	1% on first \$180,000 2% on next \$180,000 3% on remainder, of the consideration or value whichever is higher
	More than 1 year and up to 2 years	0.67% on first \$180,000 1.33% on next \$180,000 2% on remainder, of the consideration or value whichever is higher
	More than 2 years and up to 3 years	0.33% on first \$180,000 0.67% on next \$180,000 1% on remainder, of the consideration or value whichever is higher
	More than 3 years	No SSD payable
On or after 14 January 2011†	Within 1 year	16% of consideration or value, whichever is higher
	More than 1 year and up to 2 years	12% of consideration or value, whichever is higher
	More than 2 years and up to 3 years	8% of consideration or value, whichever is higher
	More than 3 years and up to 4 years	4% of consideration or value, whichever is higher
	More than 4 years	No SSD payable

* The consideration or value has to be rounded up to the nearest \$100 before applying the rate.

† SSD payable to be rounded down to the nearest dollar.

3. Manner of Acquisition and Disposal of Properties

3.1 Acquisition or disposal of properties includes transfer of properties made in the following manner :

- (a) Direct sale or purchase;
- (b) By way of a collective sale or purchase;
- (c) By way of mortgagee sale;
- (d) By way of gift, release, settlement or under declaration of trust where the beneficial interest in the property passes to the beneficiary;
- (e) By way of distribution in specie upon voluntary winding up of a company;
- (f) By way of letter of authority;
- (g) By way of exchange;

4. Date of Acquisition / Disposal

4.1 Sale or Purchase

The material date of acquisition or disposal is the date on which the contract is made rather than the date of transfer or date of possession of the property. Where there is an Option to Purchase, the material date shall be the date when the Option is exercised.

In the case of a direct sale of an uncompleted property by the developer where the Sale & Purchase Agreement constitutes the first contract between the developer and the Original Purchaser, the date of acquisition shall be the date of the Sale & Purchase Agreement between the developer and the Original Purchaser. Should the Original Purchaser subsequently sell the property to the Sub-Purchaser, the subsequent date of acquisition or disposal shall be the date when the Option to Purchase is exercised by the Sub-Purchaser.

4.2 By Way of Gift, Release, Settlement, Trust

The material date of acquisition or disposal shall be the date when the property or any beneficial interest in the property passes.

4.3 By Any Other Means

The material date of acquisition or disposal shall be the date on which the property or any beneficial interest in the property is vested or divested by the operation of the law or otherwise.

However in the case of a property transferred by way of inheritance or under the right of survivorship in a joint tenancy, the date of acquisition shall be the date the property was

acquired by the deceased, and the date of disposal shall be the date the property is disposed of by the beneficiary or the surviving owner.

5. Date of Stamping and Payment Due Date

- 5.1 A document is duly stamped only when stamp duty is fully paid. SSD must be paid within 14 days of execution of the Contract or Agreement which is also the date of acquisition or disposal mentioned in paragraph 4. Where the Contract or Agreement is executed overseas, SSD must be paid within 30 days of the receipt of the Contract or Agreement in Singapore.

6. Properties Affected

- 6.1 Only residential properties are affected. Please refer to the Glossary of Terms in **Annex A** (page 15). Where part of the property is for residential use, only that part relating to residential use is subject to SSD.
- 6.2 Where the transaction relates to only a partial interest in the residential property, SSD will be payable on the consideration or the market value of the partial interest, whichever is higher. For this purpose, joint tenants are deemed to have equal interest.

7. Exemptions and Remissions

- 7.1 SSD is exempted or remitted for sellers/ transferors under the following scenarios:
- i. Housing developers need not pay SSD when selling residential properties developed by them.
 - ii. Public authorities in exercising their functions and duties need not pay SSD when selling residential properties, e.g. Housing & Development Board (HDB) and JTC Corporation (JTC);
 - iii. For an inherited residential property, SSD will not be payable by the estate of the deceased when the property is passed to the beneficiary by Will or by law (subject to paragraph 4.3);
 - iv. Residential property owners need not pay SSD when their properties are acquired by the Government under the Land Acquisitions Act;
 - v. Residential property owners need not pay SSD when selling their residential properties due to bankruptcy or involuntary winding up;
 - vi. Foreigners need not pay SSD when they have to sell their residential properties as required under the Residential Properties Act;
 - vii. HDB flat owners need not pay SSD when they have to return their flats to HDB as a result of re-possession by HDB or under the Selective En-bloc Redevelopment Scheme (SERS);

- viii. The transferor will similarly enjoy remission of SSD in consequent to matrimonial proceedings (i.e. divorce) in which specific remission² for buyer's stamp duty has been granted to the transferee;
- ix. The transferor will similarly enjoy remission of SSD on a conveyance direction in which specific remission³ for buyer's stamp duty has been granted to the transferee;
- x. The transferor will similarly enjoy remission of SSD in excess of \$10 on a transfer of part interest in HDB flat to immediate family members in which specific remission⁴ for buyer's stamp duty has been granted to the transferee;
- xi. The transferor will similarly enjoy remission of SSD on the Transfer made pursuant to a scheme of reconstruction or amalgamation under section 15 of the Stamp Duties Act in which relief for buyer's stamp duty has been allowed to the transferee;

7.2 SSD exemption also applies to the following categories of HDB flat sellers/ transferors who bought/ acquired their flats on or after 30 August 2010⁵, and dispose of their flats thereafter:

- i. HDB flat owners whose flats have been identified for SERS but sell their flats in the open market before HDB claims them;
- ii. HDB flat owners who surrender their flats to HDB due to break-up of fiancé/fiancée relationship or annulment of marriage and separation/ divorce within the holding period;
- iii. HDB flat owners who surrender their Lease Buyback Scheme (LBS) flats or studio apartments to HDB.

8. SSD Payment Procedures

8.1 Please note that payment of SSD cannot be done via the e-Stamping system until the system has been upgraded sometime later in 2011. In the interim, you can pay SSD by completing the requisition form E1C (sample shown in **Annex B** in page 16) and submit it together with a cheque/cashier's order to :

Commissioner of Stamp Duties
55 Newton Road
Revenue House
Singapore 307987

Payment must be made in favour of "**Commissioner of Stamp Duties**".

² Stamp Duties (Matrimonial Proceedings) (Remission) Rules 2005

³ Stamp Duties (Conveyance Directions) (Remission) Rules 2005

⁴ Stamp Duties (Transfer of HDB Flat Within Family) (Remission) Rules 2007

⁵ HDB flat sellers/ transferors who bought their flats between 20 February to 29 August 2010 (both dates inclusive) and dispose them within 1 year holding period in the same scenarios are not exempted and need to pay SSD.

The stamp certificate will be mailed to you once payment is cleared.

- 8.2 Seller will be required to pay nominal duty on subsequent documents relating to the same transaction. For example, the Seller will be required to pay nominal duty on the same Transfer that is to be lodged with Singapore Land Authority (SLA) by the buyer.

Please complete the requisition form E1D (sample shown in **Annex C** in page 18 and submit it together with a cheque/cashier's order to Commissioner of Stamp Duties.

9. Implications of Non-Payment of SSD

- 9.1 If the seller is liable but fails to pay SSD, the Agreement is not considered duly stamped even though the buyer had stamped and paid the buyer's stamp duty. Therefore, it is in the buyer's interest to ensure that the seller pays the SSD.
- 9.2 Audit checks will be conducted. If IRAS discovers cases of deficient SSD, IRAS would recover the deficient duty. Under the Stamp Duties Act, a penalty of up to 4 times the amount of deficient duty may be imposed.

10. Illustrations

10.1 Sale and Purchase

Residential properties acquired before 20 February 2010 and disposed of thereafter.

Example 1 : -

Mr A bought a property for \$1 million on 22 January 2010 and sold it to Mr B for \$1.5 million on 25 September 2010.

- Mr A is only liable for buyer's stamp duty (BSD) within 14 days from 22 January 2010 based on consideration of \$1 million, computed as follows :

1 st	\$180,000	(1% of \$180,000)	\$1,800
Next	\$180,000	(2% of \$180,000)	\$3,600
Next	<u>\$640,000</u>	(3% of \$640,000)	<u>\$19,200</u>
	<u>\$1,000,000</u>		<u>\$24,600 (BSD)</u>

- Mr A is not liable for SSD because he bought the property before 20 February 2010.**

Residential properties bought between 20 February 2010 and 29 August 2010, and sold within 1 year of purchase.

Example 2 : -

Mr C bought a property for \$1 million on 22 June 2010 and sold it to Mr D for \$1.5 million on 25 November 2010.

- Mr C is liable for BSD at \$24,600 based on consideration of \$1 million (computation as shown in Eg. 1) payable within 14 days from 22 June 2010.
- Since Mr C bought his property after 20 February 2010 but before 30 August 2010 and sold it within a year of purchase, he is liable for SSD based on consideration of \$1.5 million payable within 14 days from 25 November 2010, computed as follows :

1 st	\$180,000	(1% of \$180,000)	\$1,800
Next	\$180,000	(2% of \$180,000)	\$3,600
Next	<u>\$1,140,000</u>	(3% of \$1,140,000)	<u>\$34,200</u>
	<u>\$1,500,000</u>		<u>\$39,600 (SSD)</u>

- Mr D is liable for BSD at \$39,600 based on consideration of \$1.5 million (same computation as above) payable within 14 days from 25 November 2010.
- *Mr C need not pay SSD if he sells the property on or after 22 Jun 2011.*

Residential properties acquired between 30 August 2010 and 13 January 2011, and disposed of within 3 years' of purchase.

Example 3 : Holding Period – 1 year

Mr E bought a property for \$1 million on 10 September 2010 and sold it to Mr G for \$1.5 million on 23 March 2011.

- Mr E is liable for BSD at \$24,600 based on consideration of \$1 million (computation as shown in Eg. 1) payable within 14 days from 10 September 2010.
- Since Mr E bought his property after 30 August 2010 but before 14 January 2011 and sold it within 1 year of purchase, he is liable for SSD based on consideration of \$1.5 million payable within 14 days from 23 March 2011, computed as follows :

1 st	\$180,000	(1% of \$180,000)	\$1,800
Next	\$180,000	(2% of \$180,000)	\$3,600

Next	<u>\$1,140,000</u>	(3% of \$1,140,000)	<u>\$34,200</u>	which is the same amount as the BSD payable by Mr G
	<u>\$1,500,000</u>		<u>\$39,600 (SSD)</u>	

- Mr G is liable for BSD at \$39,600 based on consideration of \$1.5 million (computation as shown above) payable within 14 days from 23 March 2011.
- *Mr E need not pay SSD if he sells the property on or after 10 September 2013.*

Example 4 : Holding Period – 2 years

Mr H bought a property for \$1 million on 18 September 2010 and sold it to Mr J for \$1.5 million on 23 November 2011.

- Mr H is liable for BSD at \$24,600 based on consideration of \$1 million (computation as shown in Eg. 1) payable within 14 days from 18 September 2010.
- Since Mr H bought his property after 30 August 2010 but before 14 January 2011 and sold it in the second year of purchase, he is liable for SSD based on consideration of \$1.5 million payable within 14 days from 23 November 2011, computed as follows :

1 st	\$180,000	(0.67% of \$180,000)	\$1,206	which is 2/3 of the BSD payable by Mr J
Next	\$180,000	(1.33% of \$180,000)	\$2,394	
Next	<u>\$1,140,000</u>	(2% of \$1,140,000)	<u>\$22,800</u>	
	<u>\$1,500,000</u>		<u>\$26,400 (SSD)</u>	

- Mr J is liable for BSD at \$39,600 based on consideration of \$1.5 million (computation as shown in Eg. 2) payable within 14 days from 23 November 2011.
- *Mr H need not pay SSD if he sells the property on or after 18 September 2013.*

Example 5 : Holding Period – 3 years

Mr K bought a property for \$1 million on 25 September 2010 and sold it to Mr L for \$1.5 million on 23 August 2013.

- Mr K is liable for BSD at \$24,600 based on consideration of \$1 million (computation as shown in Eg. 1) payable within 14 days from 25 September 2010.

- Since Mr K bought his property after 30 August 2010 but before 14 January 2011 and sold it in the third year of purchase, he is liable for SSD based on consideration of \$1.5 million payable within 14 days from 23 August 2013, computed as follows :

1 st	\$180,000	(0.33% of \$180,000)	\$594
Next	\$180,000	(0.67% of \$180,000)	\$1,206
Next	<u>\$1,140,000</u>	(1% of \$1,140,000)	<u>\$11,400</u>
	<u>\$1,500,000</u>		<u>\$13,200 (SSD)</u> which is 1/3 of the BSD payable by Mr L

- Mr L is liable for BSD at \$39,600 based on consideration of \$1.5 million (computation as shown in Eg. 2) payable within 14 days from 23 August 2013.
- *Mr K need not pay SSD if he sells the property on or after 25 September 2013.*

Residential properties acquired on or after 14 January 2011, and disposed of within 4 years' of purchase.

Example 6 : Holding Period – 1 year

Mr M bought a property for \$1 million on 22 February 2011 and sold it to Mr N for \$1.5 million on 25 January 2012.

- Mr M is liable for BSD at \$24,600 based on consideration of \$1 million (computation as shown in Eg. 1) payable within 14 days from 22 February 2011.
- Since Mr M bought his property after 14 January 2011 and sold it within 1 year of purchase, he is liable for SSD based on consideration of \$1.5 million payable within 14 days from 25 January 2012, computed as follows :

16% of \$1.5 million = **\$240,000 (SSD)**

- Mr N is liable for BSD at \$39,600 based on consideration of \$1.5 million (computation as shown in Eg. 2) payable within 14 days from 25 January 2012, computed as follows :
- *Mr M need not pay SSD if he sells the property on or after 22 February 2015.*

Example 7 : Holding Period – 2 years

- If Mr M in Example 6 were to sell his property to Mr N for \$1.5 million on 25 May 2012, Mr M is liable for SSD for selling the property in the second year of purchase, payable within 14 days from 25 May 2012, computed as follows :

12% of \$1.5 million = **\$180,000 (SSD)**

Example 8 : Holding Period – 3 years

- If Mr M in Example 6 were to sell his property to Mr N for \$1.5 million on 10 June 2013, Mr M is liable for SSD for selling the property in the third year of purchase, payable within 14 days from 10 June 2013, computed as follows :

8% of \$1.5 million = **\$120,000 (SSD)**

Example 9 : Holding Period – 4 years

- If Mr M in Example 6 were to sell his property to Mr N for \$1.5 million on 5 June 2014, Mr M is liable for SSD for selling the property in the fourth year of purchase, payable within 14 days from 5 June 2014, computed as follows :

4% of \$1.5 million = **\$60,000 (SSD)**

10.2 Transfer by Way of Gift

Example 10 : -

Mr P transfers his property to his son, Mr Q by way of gift⁶ on 3 March 2011. Mr Q subsequently sells it for \$1.5 million on 10 May 2013.

- Mr Q is liable for BSD⁷ based on the value of the property as at 3 March 2011 payable within 14 days from 3 March 2011.
- As Mr Q acquired the property after 14 January 2011 and sold it within 3 years, he is liable for SSD based on \$1.5 million payable within 14 days from 10 May 2013. The SSD is computed as follows :

8% of \$1,500,000 = **\$120,000 (SSD)**

⁶ The instrument, which is a conveyance or transfer operating as a voluntary disposition inter vivos, will be subject to stamp duty.

⁷ Buyer's stamp duty (BSD) - 1% on first \$180,000, 2% on next \$180,000, 3% on the balance amount.

Example 11 : -

Mr S exercised his Option to Purchase on 5 May 2011 to purchase the property for \$1 million. Subsequently, Mr S transfers his property to his daughter, Miss T by way of gift on 3 September 2012.

- Mr S is liable for BSD at \$24,600 based on \$1 million (computation as shown in Eg. 1) payable within 14 days from 5 May 2011.
- As Mr S bought the property after 14 January 2011 and transfers it within 2 years, he is liable for **SSD at 12%** based on the value of the property as at 3 September 2012 payable within 14 days from 3 September 2012.
- Miss T is liable for BSD⁸ based on the value of the property as at 3 September 2012 payable within 14 days from 3 September 2012.

10.3 Transfer by Way of Inheritance

Example 12 : -

Mr V inherited a property from a deceased relative on 3 June 2011. The relative had purchased the property on 3 February 2011. Mr V subsequently sells it for \$1.5 million on 20 August 2013.

- As the deceased relative had acquired the property after 14 January 2011 and Mr V sells it within 3 years from 3 February 2011, he is liable for SSD based on \$1.5 million payable within 14 days from 20 August 2013. The SSD is computed as follows :

$$8\% \text{ of } \$1,500,000 = \underline{\$120,000 \text{ (SSD)}}$$

11. Contact Information

11.1 For enquiries on this Guide, please contact :
Property Tax Division
Valuation and Stamp Duty Branch
Inland Revenue Authority of Singapore
55 Newton Road
Revenue House
Singapore 307987

Tel : 6351 3697 / 6351 3698
Fax : 6351 3694
Email : estamp@iras.gov.sg

⁸ Buyer's stamp duty (BSD) - 1% on first \$180,000, 2% on next \$180,000, 3% on the balance amount.

Annex A - Glossary of Terms

1. “Residential Property” means -
 - (a) any house, building or other premises or any part thereof which is permitted to be used pursuant to the Planning Act (Cap. 232) or any other written law as a dwelling-house or which is lawfully so used; and
 - (b) any land zoned in the Master Plan for solely residential purposes or for mixed purposes, one of which shall be residential.
2. “Master Plan” has the same meaning as in Section 2 of the Planning Act (Cap. 232).
3. “Acquisition” includes by way of purchase, grant, exchange, gift, settlement or otherwise.
4. “Disposal” means the sale, conveyance, transfer, assignment, settlement or other alienation of residential property, whether by agreement or otherwise, and includes the creation of a trust in respect of the property.

Annex B - SAMPLE FORM E1C

FORM E1C



Commissioner of Stamp Duties
55 Newton Road, Revenue House
Singapore 307987
Tel: 63513697/8

**REQUISITION FORM FOR
SALE & PURCHASE OF IMMOVABLE PROPERTY
(SELLER'S STAMP DUTY)**

INLAND REVENUE
AUTHORITY
OF SINGAPORE

Please complete this Form in BLOCK letters.

PARTICULARS OF PERSON SUBMITTING DOCUMENT FOR STAMPING

Name _____
 Email _____
 Address _____
 Tel No. _____ Applicant's Reference _____

Please provide full details of the Person submitting the document for stamping.

I certify that the information provided below is a true and accurate account of the transaction as they are

Signature _____ Name of Signatory _____ Date _____

DETAILS OF DOCUMENT FOR STAMPING

Document Type: Acceptance to Option to Purchase
 Letter of Authority
 Sale & Purchase Agreement

Date of Document (for signed document) ____ / ____ / ____
 D D M M Y Y Y Y

If Document was signed overseas, date on which it was first received in Singapore ____ / ____ / ____
 D D M M Y Y Y Y

Purchase Price (S\$) _____ . _____

If Purchase Price is below market value or there are other considerations, please state the market value or total consideration in this field (S\$) _____ . _____

Share transferred Full Partial If partial, state fractional share _____ / _____

HOLDING PERIOD OF PROPERTY

The property is sold/ disposed of within 1 / 2 / 3 / 4* year(s) from the date of purchase/ acquisition.
 *Please delete accordingly.

Date of Purchase/ Acquisition ____ / ____ / ____ Date of Sale/ Disposal ____ / ____ / ____
 D D M M Y Y Y Y

PARTICULARS OF PROPERTY DISPOSED #

Property Details:
 Blk/House No. _____
 Street Name _____
 Storey-Unit No. _____ - _____ Postal Code _____

Vacant Land:
 MK/TS No. _____ Lot No. _____ PL/PT/Parcel No. _____
 Street Name _____

PARTICULARS OF VENDOR/TRANSFEROR/ASSIGNOR #

Name

Identity Type: NRIC FIN PASSPORT UEN-LOCAL CO UEN-BUSINESS UEN-OTHERS OTHERS

Identity No.

Address: Block/House No.

Street Name

Storey -Unit No. - Postal Code

Name

Identity Type: NRIC FIN PASSPORT UEN-LOCAL CO UEN-BUSINESS UEN-OTHERS OTHERS

Identity No.

Address: Block/House No.

Street Name

Storey -Unit No. - Postal Code

PARTICULARS OF PURCHASER/TRANSFeree/ASSIGNEE #

Name

Identity Type: NRIC FIN PASSPORT UEN-LOCAL CO UEN-BUSINESS UEN-OTHERS OTHERS

Identity No.

Address: Block/House No.

Street Name

Storey -Unit No. - Postal Code

Name

Identity Type: NRIC FIN PASSPORT UEN-LOCAL CO UEN-BUSINESS UEN-OTHERS OTHERS

Identity No.

Address: Block/House No.

Street Name

Storey -Unit No. - Postal Code

REASON(S) FOR LATE STAMPING

If the Document was not presented for stamping within the time stipulated in section 46 of the Stamp Duties Act, please state the reason(s) below:

Annex C - SAMPLE FORM E1D

FORM E1D



Commissioner of Stamp Duties
55 Newton Road, Revenue House
Singapore 307987
Tel: 63513697/8

**REQUISITION FORM FOR
SALE & PURCHASE OF IMMOVABLE PROPERTY
(SELLER'S NOMINAL STAMP DUTY)**

INLAND REVENUE
AUTHORITY
OF SINGAPORE

Please complete this Form in BLOCK letters.

PARTICULARS OF PERSON SUBMITTING DOCUMENT FOR STAMPING

Name

Email

Address

Tel No. Applicant's Reference

Please provide full details of the Person submitting the document for stamping.

I certify that the information provided below is a true and accurate account of the transaction as they are re

Signature _____ Name of Signatory _____ Date _____

DETAILS OF DOCUMENT FOR STAMPING

Document Ref No. on which ad valorem Seller's Stamp Duty has been paid

Document Type: Fresh Sale & Purchase Agreement Agreement for Lease
 Sub-Sale Deed of Assignment Building Agreement
 Transfer Lease

Date of Document (for signed document) / /
D D M M Y Y Y Y

If Document was signed overseas, date on which it was first received in Singapore / /
D D M M Y Y Y Y

HOLDING PERIOD OF PROPERTY

The property is sold/ disposed of within 1 / 2 / 3 / 4* year(s) from the date of purchase/ acquisition.
 *Please delete accordingly.

Date of Purchase/ Acquisition / / Date of Sale/ Disposal / /
D D M M Y Y Y Y

PARTICULARS OF PROPERTY DISPOSED #

Property Details:
 Blk/House No.
 Street Name
 Storey-Unit No. - Postal Code

Vacant Land:
 MK/TS No. Lot No. PL/PT/Parcel No.
 Street Name

PARTICULARS OF VENDOR/TRANSFEROR/ASSIGNOR #

Name

Identity Type: NRIC FIN PASSPORT UEN-LOCAL CO UEN-BUSINESS UEN-OTHERS OTHERS

Identity No.

Address: Block/House No.

Street Name

Storey-Unit No. - Postal Code

Name

Identity Type: NRIC FIN PASSPORT UEN-LOCAL CO UEN-BUSINESS UEN-OTHERS OTHERS

Identity No.

Address: Block/House No.

Street Name

Storey-Unit No. - Postal Code

PARTICULARS OF PURCHASER/TRANSFeree/ASSIGNEE #

Name

Identity Type: NRIC FIN PASSPORT UEN-LOCAL CO UEN-BUSINESS UEN-OTHERS OTHERS

Identity No.

Address: Block/House No.

Street Name

Storey-Unit No. - Postal Code

Name

Identity Type: NRIC FIN PASSPORT UEN-LOCAL CO UEN-BUSINESS UEN-OTHERS OTHERS

Identity No.

Address: Block/House No.

Street Name

Storey-Unit No. - Postal Code

REASON(S) FOR LATE STAMPING

If the Document was not presented for stamping within the time stipulated in section 46 of the Stamp Duties Act, please state the reason(s) below:

Annex D

Frequently Asked Questions

- 1. For the sale and purchase of a property, which is the material date of acquisition / disposal to be considered for the purpose of determining SSD – is it the date of contract or date of transfer or date of possession of the property?**

The material date of acquisition or disposal is the date on which the contract is made rather than the date of transfer or date of possession of the property. Where there is an Option to Purchase, the material date shall be the date when the Option is exercised. In the case of a direct sale of an uncompleted property by the developer where the Sale & Purchase Agreement constitutes the first contract between the developer and the Original Purchaser, the date of acquisition shall be the date of the Sale & Purchase Agreement between the developer and the Original Purchaser. Should the Original Purchaser subsequently sell the property to the Sub-Purchaser, the subsequent date of acquisition or disposal shall be the date when the Option to Purchase is exercised by the Sub-Purchaser.

- 2. When must SSD be paid?**

SSD must be paid within 14 days of execution of the Agreement (that is, the date the Option to Purchase is exercised, or date of signing the Sale and Purchase Agreement if the date of exercise of Option is not available). Where the Agreement is executed overseas, SSD must be paid within 30 days from the date of receipt of the Agreement in Singapore.

- 3. Can SSD be deferred or paid by instalments?**

No, stamp duty must be paid in full for the Agreement to be stamped.

- 4. As a buyer of a residential property, do I have to ensure that the seller pays the SSD if he is liable?**

If the seller is liable but fails to pay SSD, the Agreement between you and the seller is considered as not duly stamped even though you have paid the buyer's stamp duty. Hence it is in your interest to ensure that the seller pays the SSD.

- 5. How do I know if the seller is liable to pay SSD?**

If the seller has bought the residential property on or after 20 February 2010 and sold it within a short duration of up to 4 years from the date of purchase, there is a chance that he may have to pay SSD. In the process of conveyancing, your lawyer may check with the seller's lawyer or make a search on the property to ascertain the date of purchase by the seller. Whether the seller is liable for SSD and the amount of SSD payable would depend on the date of purchase and the date of sale. Please refer to paragraph 2.1 for details.

6. As a buyer, how do I ensure that the SSD is duly paid?

You may ask for a copy of the stamp certificate from the seller's lawyer as proof that SSD has been paid. If the seller has not paid the SSD by the sale completion date, it may be in your interest to ask your lawyer to withhold the stamp duty amount payable by the seller plus any penalty chargeable.

7. Does SSD apply if an apartment was given to me (i.e. transferred by way of a gift) and I dispose of the apartment within a year?

Yes, if the apartment was given to you on or after 20 February 2010.

8. I have inherited a house from a deceased relative on 1 April 2010. Does SSD apply to me if I dispose of it within a year?

If the deceased acquired the house before 20 February 2010, you would not need to pay SSD upon disposal. As the deceased acquired the house after 20 February 2010, you would have to pay SSD when you dispose of the house within a year of the acquisition of the property by the deceased.

9. Does SSD apply to HDB residential flats?

HDB flats are not specifically exempted from SSD. However the vast majority of HDB owners will not be affected by SSD as they are required to occupy the HDB flats for 5 years (i.e. the Minimum Occupation Period) before the property can be sold or disposed of.

10. How is SSD computed?

Property Acquired	Holding Period			
	Up to 1 year	More than 1 year and up to 2 years	More than 2 years and up to 3 years	More than 3 years and up to 4 years
Between 20 Feb 2010 and 29 Aug 2010*	1% on 1st \$180,000 2% on next \$180,000 3% on remainder	NA	NA	NA
Between 30 Aug 2010 and 13 Jan 2011*	1% on 1st \$180,000 2% on next \$180,000 3% on remainder	0.67% on 1st \$180,000 1.33% on next \$180,000 2% on remainder	0.33% on 1st \$180,000 0.67% on next \$180,000 1% on remainder	NA

On or after 14 Jan 2011[†]	16% of the consideration or market value whichever is higher	12% of the consideration or market value whichever is higher	8% of the consideration or market value whichever is higher	4% of the consideration or market value whichever is higher
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* The consideration or value has to be rounded up to the nearest \$100 before applying the rate.

[†] SSD payable to be rounded down to the nearest dollar.

For more information on the stamp duty computation for immovable properties, please refer to the IRAS website at www.iras.gov.sg (Other Taxes | Stamp Duty | Calculate Stamp Duty).

11. How do I pay SSD?

Please note that payment of SSD can no longer be done via the e-Stamping system until the system has been upgraded sometime later in the year. In the interim, you can pay SSD by completing the requisition form E1C (sample shown in **Annex B** in page 16) and submit it together with a cheque/cashier's order to :

Commissioner of Stamp Duties
55 Newton Road
Revenue House
Singapore 307987

Payment must be made in favour of "**Commissioner of Stamp Duties**".

The stamp certificate will be mailed to you once payment is cleared.

12. I understand that the buyer will have to pay a nominal duty of \$10 on the Transfer when he submits it for registration with the Singapore Land Authority. As a seller, am I subject to pay nominal duty of \$10 on the same Transfer if I have already paid the SSD?

Since you are liable to pay SSD as a seller, you will be required to pay nominal duty on the same Transfer that is to be lodged with Singapore Land Authority by the buyer.

13. How do I pay for nominal duty after paying SSD?

You can complete the requisition form E1D (sample shown in **Annex C** in page 18) and submit it together with a cheque/cashier's order to :

Commissioner of Stamp Duties
55 Newton Road
Revenue House
Singapore 307987

Payment must be made in favour of "**Commissioner of Stamp Duties**".

The stamp certificate will be mailed to you once payment is cleared.