

IRAS e-Tax Guide

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



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Paragraphs

6.1 – Clarified information on properties affected
7.1 – Clarified information on exemption
7.2 – Clarified information on remission
8 – Clarified information on SSD Declaration Form

Annexes

B – Amended answers to question 16, questions 9 to 17 are new

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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 or lands are affected as zoned in the Master Plan for solely residential purposes or for mixed purposes, one of which shall be residential. 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 for sellers/ transferors under the following scenarios : -
- i. Licensed 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. Residential property owners need not pay SSD when their properties are acquired by the Government under the Land Acquisitions Act;
- iv. Residential property owners need not pay SSD when selling their residential properties due to bankruptcy or involuntary winding up;
- v. Foreigners need not pay SSD when they have to sell their residential properties as required under the Residential Properties Act;

7.2 SSD is remitted for sellers/transferrers under the following scenarios. Application for remission is required by sellers/transferrers.

- i. Non-licensed developers may be eligible for remission of SSD only if they are registered companies or businesses, and lawfully carrying on the business of housing development.
- ii. For an inherited residential property, the estate of the deceased may be eligible for remission when the property is passed to the beneficiary by Will or by law (subject to paragraph 4.3);
- iii. HDB flat owners may be eligible for remission when they return their flats to HDB as a result of re-possession by HDB or under the Selective En-bloc Redevelopment Scheme (SERS);
- iv. 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;
- v. 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;
- vi. The transferor will similarly enjoy remission of SSD 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;
- vii. 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;

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

- 7.3 SSD remission 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 Payment of SSD can be done via the e-Stamping website (<https://estamping.iras.gov.sg>) from 15 June 2011 under **Sale and Purchase of Immovable Property (Ad Valorem Seller's Stamp Duty)**. As such, you are no longer required to submit your documents to IRAS for stamping and payment of SSD.

For details on payment modes, you may wish to access our website at www.iras.gov.sg > Stamp Duty > Stamp duty payment modes.

Law firms representing the sellers are required to fill in a Seller's Stamp Duty for Residential Properties Declaration Form found in our website at www.iras.gov.sg > Stamp Duty > Seller's Stamp Duty for Residential Properties Declaration Form. The completion of this form is mandatory.

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.

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.

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>
	<u>\$1,500,000</u>		<u>\$39,600 (SSD)</u> which is the same amount as the BSD payable by Mr G

- 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	
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>	which is 2/3 of the BSD payable by Mr J

- 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)**

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.

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.

- 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. “Master Plan” has the same meaning as in Section 2 of the Planning Act (Cap. 232).
2. “Acquisition” includes by way of purchase, grant, exchange, gift, settlement or otherwise.
3. “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

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. I became the co-owner of my parents' HDB flat after my parents and I did a Transfer to include my name as one of the 3 owners of equal shares on 15 January 2011. We decide to sell the HDB flat 6 months later. Does SSD apply to us when we sell the flat?

Yes, as you have acquired the 1/3 share in the HDB flat after 14 January 2011, you would have to pay SSD when the HDB flat is sold within the 4 years' holding period.

10. 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.

11. 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

* 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).

12. How do I pay SSD?

Payment of seller's stamp duty can be done via the e-Stamping website (<https://estamping.iras.gov.sg>) from 15 June 2011 under **Sale and Purchase of**

Immovable Property (Ad Valorem Seller's Stamp Duty). As such, you are no longer required to submit your documents to IRAS for stamping and payment of SSD.

For details on payment modes, you may wish to access our website at www.iras.gov.sg > Stamp Duty > Stamp duty payment modes.

13. 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?

As announced in Budget 2011, nominal duty (whether payable by buyer or seller) has been removed for subsequent document executed on and after 19 February 2011. If you are liable for seller's stamp duty and the subsequent document was executed before 19 February 2011, you would still be liable to Seller's nominal duty. In this instance, you may write in to Commissioner of Stamp Duties by completing the requisition form E1D, obtainable from e-Stamping website (<https://estamping.iras.gov.sg>) > Requisition / Declaration Forms, 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 your payment is cleared.

14. Do all sellers need to fill up the SSD declaration form upon disposing their residential properties?

Yes, all sellers of residential properties are required to complete the "Seller's Stamp Duty for Residential Properties Declaration Form" whether or not they are liable to pay SSD.

15. My residential property which I bought after 14 January 2011 has been sold in an en bloc sale. I am one of the minorities who have objected to the sale. Would I be liable for SSD? If I am liable to pay SSD, which document do I stamp?

Yes, you will be liable to pay SSD notwithstanding that you have objected to the collective sale. You have to stamp on the same sale document that the buyer stamps for buyer's stamp duty. If the sale does not go through subsequently, you can apply for the stamp duty paid by you earlier to be refunded to you.

16. If I have bought 4 old houses, demolished them and erected new housing units for sale, would I be exempted from SSD if I sell them within the 4 years holding period?

Licensed developers are exempted from SSD. Therefore, there is no requirement for them to apply for exemption. Non-licensed housing developers may apply for SSD remission only if they are registered companies or businesses, and lawfully carrying on the business of housing development. But if you are an individual redeveloping the residential properties, the exemption or remission from SSD does not apply to you.

Housing development refers to the building of new housing accommodation or total demolition of existing buildings and rebuilding of new housing accommodation. Developers who alter, repair, do additions to existing buildings or partially demolish and rebuild the residential properties will be liable to pay SSD when they sell these properties within the 4 years holding period.

17. Both my ex-spouse and I had purchased a residential property on 21 January 2011. The Court had ordered for the residential property to be sold in the open market. Are we liable for SSD if we sell it within the 4 years holding period?

Yes, you will be liable to pay SSD if the property is sold within the 4 years holding period. However, if the Court had ordered for the property to be transferred to you, SSD is remitted. SSD will continue to be payable if you subsequently sell it within the 4 years holding period.