



**Circular No 128/2026
Dated 16 Apr 2026**

To Members of the Malaysian Bar

**Stamp Duty (Exemption) 2021 (Amendment) Order 2025 and Stamp Duty (Exemption)
(No. 2) 2021 (Amendment) Order 2025**

We refer to Circular No 090/2026 dated 11 Mar 2026, titled “Stamp Duty (Exemption) Order 2021 and Stamp Duty (Exemption) Order (No. 2) 2021”, which set out the salient points with regard to the Stamp Duty (Exemption) Order 2021 and Stamp Duty (Exemption) 2021 (Amendment) Order 2025.

This circular makes clarifications to Circular No 090/2026. **Thus, this circular supersedes Circular No 090/2026.**

Please take note of the following points:

- (1) Pursuant to Stamp Duty (Exemption) Order 2021 [P.U. (A) 53/2021] read together with Stamp Duty (Exemption) 2021 (Amendment) Order 2025 [P.U. (A) 448/2025], stamp duty is exempted for instruments of transfer for the purchase of only one unit of residential property, the market value of which is not more than RM500,000, executed by an individual (who is a Malaysian citizen) if:
 - (a) the sale and purchase agreement for the purchase of the residential property is executed on or after 1 Jan 2021, but not later than 31 Dec 2027; and
 - (b) the individual has never owned any residential property, including a residential property which was obtained as an inheritance or gift, and which is held either individually or jointly.

- (2) Pursuant to Stamp Duty (Exemption) (No. 2) Order 2021 [P.U. (A) 54/2021] read together with Stamp Duty (Exemption) (No. 2) 2021 (Amendment) Order 2025 [P.U. (A) 449/2025], subject to the conditions mentioned in paragraph 3 below, stamp duty is exempted for any loan agreement to finance the purchase of only one unit of residential property, the value of which is not more than RM500,000, executed between an individual (who is a Malaysian citizen) named in the sale and purchase agreement and:
 - (a) a licensed bank under the Financial Services Act 2013 [Act 758]; or
 - (b) a licensed Islamic bank under the Islamic Financial Services Act 2013 [Act 759]; or

- (c) a development financial institution prescribed under the Development Financial Institutions Act 2002 [Act 618]; or
 - (d) a licensed insurer under the Financial Services Act 2013; or
 - (e) a licensed *takaful* operator under the Islamic Financial Services Act 2013; or
 - (f) a co-operative society registered under the Co-operative Societies Act 1993 [Act 502]; or
 - (g) any employer who provides an employee housing loan scheme; or
 - (h) the Borneo Housing Mortgage Finance Berhad (Company Registration Number: 25457-V) incorporated under the Companies Act 2016 [Act 777]; or
 - (i) the Mutiara Mortgage & Credit Sdn. Bhd. (Company Registration Number: 257663-T) incorporated under the Companies Act 2016.
- (3) The stamp duty exemption under paragraph 2 shall **only** apply if:
- (a) the sale and purchase agreement for the purchase of the residential property is executed on or after 1 Jan 2021 but not later than 31 Dec 2027; and
 - (b) the individual has never owned any residential property, including a residential property which was obtained as an inheritance or gift, and which is held either individually or jointly.
- (4) The Inland Revenue Board of Malaysia (“IRB”) (Lembaga Hasil Dalam Negeri Malaysia) has issued the relevant **statutory declaration templates** for use in connection with applications for the exemptions mentioned in the earlier paragraphs. Please click [here](#) to access the templates (see page 4 onwards).
- (5) It is noted that the definition of “residential property” in the Stamp Act 1949, as amended by section 26 of the Finance Act 2025 [Act 874], provides that “residential property” means a house, condominium, apartment, flat, service apartment or small office home office solely to be used as a dwelling house. However, paragraph 4 of both statutory templates states as follows:
- “Saya/Kami mengesahkan harta kediaman yang tersebut tidak termasuk *small office home office* (SOHO), *small office flexible office* (SOFO), *small office virtual office* (SOVO) dan *service apartment*.”
- (6) There appears to be a conflict between the definition of “residential property” in the Finance Act 2025 and the wording of paragraph 4 of the templates, particularly in relation to SOHO and service apartments. We note that “templates” issued by IRB are not law. Accordingly, in the event of such conflict between “templates” issued by IRB and written law (ie the Finance Act 2025), the law undoubtedly takes precedence. Hence, we will be writing to IRB to bring this apparent inconsistency to their attention and to seek that the template be amended, so as to not conflict with the Finance Act 2025.

- (7) We will update Members once a formal response has been obtained. In the meantime, Members are reminded to exercise their discretion and caution in advising their clients on the utilisation of such template statutory declarations, and on the legal requirement that all information in statutory declarations must be true and accurate.

Thank you.

Zemilah bt Mohd Noor and Nicholas Chang Chen Seng
Co-Chairpersons
Bar Council Conveyancing Practice Committee

**AKUAN BERKANUN DIBUAT BERHUBUNG PERMOHONAN PENGECUALIAN
DUTI SETEM, PERINTAH DUTI SETEM (PENGECUALIAN) 2021 –
[P.U.(A) 53/2021] DIBACA BERSAMA [P.U.(A) 448/2025]
AKTA SETEM 1949
BAGI SURAT CARA PINDAH MILIK HARTA TANAH**

**[PEMBELIAN HARTA KEDIAMAN BERHARGA TIDAK MELEBIHI RM500,000.00
TIDAK LEWAT DARIPADA 31/12/2027]**

Saya/Kami
(No. K.P)
dan beralamat di
.....
.....

dengan sesungguhnya dan sebenarnya mengaku bahawa :-

1. Pernyataan yang dinyatakan di bawah adalah benar;
2. Saya/Kami adalah pembeli yang menandatangani perjanjian jual beli harta kediaman yang dipegang di bawah H.S. (D)..... Lot No. Mukim Negeri bertarikh di antara (penjual) dan (pembeli) (Perjanjian Jual Beli);
3. Saya/Kami mengesahkan bahawa harga belian bagi pembelian harta kediaman yang disebut dalam perenggan 2 tersebut adalah tidak melebihi RM500,000.00 iaitu RM..... ;
4. Saya/Kami mengesahkan harta kediaman yang tersebut tidak termasuk *small office home office (SOHO)*, *small office flexible office (SOFO)*, *small office virtual office (SOVO)* dan *service apartment*;
5. Saya/Kami tidak pernah memiliki apa-apa harta kediaman semasa Perjanjian Jual Beli ditandatangani termasuk harta kediaman yang diperolehi secara pewarisan atau pemberian, yang dipegang sama ada secara individu atau berse sama dan belum pernah diluluskan permohonan pengecualian duti setem di bawah pengecualian ini;
6. Saya/Kami faham sekiranya terbukti bahawa maklumat yang diberikan tidak benar, pengecualian yang telah diberikan akan ditarik balik dan duti serta penalti boleh dikenakan jika berkenaan; dan

7. Saya/Kami membuat pengakuan ini dengan penuh kesedaran dan kepercayaan bahawa semua fakta yang diberi adalah benar menurut kehendak peruntukan Akta Akuan Berkanun 1960.

Diperbuat dan dengan sesungguhnya diakui oleh)
yang tersebut namanya di atas)
.....)
di.....)
di Negeri)
pada....., 20)

Di hadapan saya,

.....

(Hakim Mahkamah Sesyen/Majistret

/Pesuruhjaya Sumpah)

**AKUAN BERKANUN DIBUAT BERHUBUNG PERMOHONAN PENGECUALIAN
DUTI SETEM, PERINTAH DUTI SETEM (PENGECUALIAN) (NO. 2) 2021 –
[P.U.(A) 54/2021] DIBACA BERSAMA [P.U.(A) 449/2025]
AKTA SETEM 1949
BAGI SURAT CARA PINJAMAN**

**[PEMBELIAN HARTA KEDIAMAN BERHARGA TIDAK MELEBIHI RM500,000.00
TIDAK LEWAT DARIPADA 31/12/2027]**

Saya/Kami
(No. K.P)
dan beralamat di
.....
.....
dengan sesungguhnya dan sebenarnya mengaku bahawa :-

1. Pernyataan yang dinyatakan di bawah adalah benar;
2. Saya/Kami adalah pembeli yang menandatangani perjanjian jual beli harta kediaman yang dipegang di bawah H.S. (D)..... Lot No.
Mukim Negeri
bertarikh di antara (penjual)
dan (pembeli) (Perjanjian Jual Beli);
3. Saya/Kami mengesahkan bahawa harga belian bagi pembelian harta kediaman yang disebut dalam perenggan 2 tersebut adalah tidak melebihi RM500,000.00 iaitu RM..... ;
4. Saya/Kami mengesahkan harta kediaman yang tersebut tidak termasuk *small office home office (SOHO)*, *small office flexible office (SOFO)*, *small office virtual office (SOVO)* dan *service apartment*;
5. Saya/Kami tidak pernah memiliki apa-apa harta kediaman semasa Perjanjian Jual Beli ditandatangani termasuk harta kediaman yang diperolehi secara pewarisan atau pemberian, yang dipegang sama ada secara individu atau bersesama dan belum pernah diluluskan permohonan pengecualian duti setem di bawah pengecualian ini;
6. Saya/Kami faham sekiranya terbukti bahawa maklumat yang diberikan tidak benar, pengecualian yang telah diberikan akan ditarik balik dan duti serta penalti boleh dikenakan jika berkenaan; dan

7. Saya/Kami membuat pengakuan ini dengan penuh kesedaran dan kepercayaan bahawa semua fakta yang diberi adalah benar menurut kehendak peruntukan Akta Akuan Berkanun 1960.

Diperbuat dan dengan sesungguhnya diakui oleh)
yang tersebut namanya di atas)
.....)
di.....)
di Negeri)
pada....., 20)

Di hadapan saya,

.....
(Hakim Mahkamah Sesyen/Majistret
/Pesuruhjaya Sumpah)