

**STATUTORY DECLARATION MADE IN CONNECTION WITH AN APPLICATION FOR RELIEF  
OF STAMP DUTY UNDER SECTION 15A OF THE STAMP ACT 1949**

In the matter of Section 15A Stamp Act 1949

AND

In the matter of .....<sup>1</sup> Bhd./Ltd. (Parent Company);  
[.....] Bhd./Ltd. (Transferor Company);  
[.....] Bhd./Ltd. (Transferee Company);  
[.....] Bhd./Ltd. (Intermediary Company);  
[.....] Bhd./Ltd. (Asset);

I ..... NRIC No. .... of full age and residing at  
..... an Advocate and Solicitor of  
the High Court of Malaya and a [partner] [legal assistant]<sup>1</sup> in the firm of  
..... (name) and (address)  
.....

DO SOLEMNLY AND SINCERELY DECLARE as follows :-

1. I have been engaged in connection with the transaction referred to below and am fully acquainted therewith.
2. The parent company is a company incorporated with limited liability in .....<sup>2</sup>  
under the .....<sup>2</sup> on the .....<sup>3</sup>
3. .... Bhd./Ltd. <sup>1</sup> (hereinafter called the "transferor company") is a  
company incorporated with limited liability in .....<sup>2</sup> under the  
.....<sup>2</sup> on the .....<sup>3</sup> and as at  
.....<sup>4</sup> had an issued share capital of ..... divided into  
.....<sup>5</sup> shares of ..... each, all of which have been fully paid up. [The  
said shares] [Out of the said shares, .....<sup>6</sup> shares]<sup>1</sup> have been registered in the  
name of .....<sup>7</sup>.
4. .... Sdn. Bhd./Bhd. <sup>1</sup> (hereinafter called the "transferee company")  
is a company incorporated with limited liability in Malaysia under the  
.....<sup>8</sup> on the .....<sup>3</sup> and as at  
.....<sup>4</sup> had an issued share capital of ..... divided into  
.....<sup>5</sup> shares of ..... each, all of which have been fully paid up. [The  
said shares] [Out of the said shares, .....<sup>6</sup> shares]<sup>1</sup> have been registered in the  
name of .....<sup>7</sup>.

5. .... Bhd./Ltd.<sup>1</sup> (hereinafter called the “intermediary company”) is a company incorporated with limited liability in .....<sup>8</sup> under the .....<sup>8</sup> on the .....<sup>3</sup> and as at .....<sup>4</sup> had an issued share capital of ..... divided into .....<sup>5</sup> shares of .....each, all of which have been fully paid up. [The said shares] [Out of the said shares, .....<sup>6</sup> shares]<sup>1</sup> have been registered in the name of ..... [Parents] [Transferor] [Transferee]<sup>1</sup> Company.
6. The transferor and transferee companies are associated companies by reason that as at .....<sup>4</sup> not less than ninety per cent of the issued share capital of .....<sup>9</sup> was held by .....<sup>10</sup> and the condition stipulated by paragraph 15A(2)(a) of the Stamp Act 1949 is therefore satisfied. [Copies of Share Certificate] [Copies of Shareholders Register]<sup>1</sup> are enclosed and marked .....
7. The transfer of the [property] [properties]<sup>1</sup> of the associated companies [is] [are]<sup>1</sup> to achieve greater efficiency in the operations of the transferor and the transferee companies and the condition stipulated by paragraph 15A(2)(b) of the Stamp Act 1949 is therefore satisfied. Three years operational plans<sup>11</sup> of the transferor and the transferee companies are enclosed and marked .....
8. Pursuant to resolution adopted on .....<sup>12</sup> by the Board of Directors of the transferor company and on .....<sup>12</sup> by the Board of Directors of the transferee company (copies of which resolutions are enclosed and marked ..... ) and an agreement was entered into between the companies on .....<sup>13</sup> for the sale and purchase of .....<sup>14</sup> [copy] [copies]<sup>1</sup> of which agreement [is] [are]<sup>1</sup> enclosed and marked .....
9. The instrument(s) of transfer<sup>15</sup>, which [is] [are]<sup>1</sup> attached and submitted for adjudication, [was] [were]<sup>1</sup> executed on .....<sup>4</sup> And the sum of RM ..... being the agreed consideration, <sup>1</sup>
  - a. [was paid by the transferee company by way of allotment of ..... shares of RM ..... each in the transferee company to the transferor company]; or
  - b. [was paid by the transferee company out of its own resource in cash to the transferor company].
10. [The transfers are not subject to control by the regulatory bodies of Government on the grounds that .....<sup>16</sup>. [The transfers are of a kind requiring prior approval by a regulatory body of Government. A certified true copy of [the] [each of the]<sup>1</sup> letter(s) of approval is annexed and marked .....
11. The transfer(s) [is] [are]<sup>1</sup> being undertaken for organisational reasons only and it is intended that the beneficial interest in the [property] [properties]<sup>1</sup> which will be so transferred will be retained for three (3) years by the transferee company and remain associated for three (3) years.

12. The instrument(s) of transfer [was] [were]<sup>1</sup> not executed in pursuance of or in connection with an arrangement whereunder—
- a. the consideration or any part of the consideration, for the transfer(s) was to be provided or received, directly or indirectly, by a person other than a company which at the time of the execution of the instruments was associated within the meaning of paragraph 15A(2)(a) and subsection 15A(3) of the Stamp Act 1949 with either the transferor or transferee; or
  - b. the beneficial interest was previously transferred directly or indirectly, by such person; or
  - c. the transferor and the transferee were to cease to be associated within the meaning of paragraph 15A(2)(a) and subsection 15A(3) of the Stamp Act 1949 by reason of change in the percentage of the issued share capital of the transferee in the beneficial ownership of the transferor or a third company; or
  - d. the transferee company disposes of the [property] [properties] that it has acquired within three years from the date of the conveyance or transfer of the property.
13. The transferor and the transferee companies will notify the Collector in writing of the occurrence of any of the circumstances under subsection 15A(4) within thirty days from the date of the occurrence.
14. It is submitted that the effect of the instrument(s) attached hereto is to transfer a beneficial interest in [property] [properties]<sup>1</sup> between associated companies and that the conditions of Section 15A of the Stamp Act 1949 are satisfied in relation thereto.

AND I MAKE THIS SOLEMN DECLARATION with the consent of my Board of Directors, conscientiously believing the same to be true and by virtue of the provision of the Statutory Declaration Act 1960.

Subscribed and solemnly declared by the abovenamed )  
 ..... )  
 at ..... )  
 in the State of ..... )  
 this ....., 20.....<sup>17</sup>)

Before me,

Commissioner for Oaths

## Notes

- 1 Adopt either as appropriate.
- 2 State the place of incorporation and the law under which it was incorporated eg. If in Malaysia, "The Companies Act 1965" if incorporated before 1 January 2017, and "The Companies Act 2016" if incorporated by or after 1 January.
- 3 Date of incorporation.
- 4 Date of execution of the Instrument of Transfer.
- 5 If more than one class, give appropriate particulars of each class.
- 6 State the number of shares so held.
- 7 State "parent company", transferor company" or transferee company"
- 8 Transferee Company must be a company incorporated in Malaysia. Please state "The Companies Act 1965" if incorporated before 1 January 2017, and "The Companies Act 2016" if incorporated by or after 1 January 2017.
- 9 State either "each of these companies" or [transferor] [transferee] company.
- 10 State either "the parent company" or [transferor] [transferee] company. However, where the minimum percentage (90%) of ownership of one of the companies by either company is present through an intermediary company, eg. Where A beneficially owns 60% of B and 75% of C, and B owns 25% of C, giving A therefore a 90% ownership of C, full particulars including a sketch of the "family tree" should be provided in an appendix hereto.
- 11 Operational plans to show greater efficiency to be achieved by the transferor and transferee companies by transferring the [property] [properties].
- 12 State the dates of each resolution.
- 13 Date of agreement executed if it is a different agreement than the Instrument of Transfer.
- 14 Give particulars of the properties/undertakings that are the subject matters of the contract of sale and purchase.
- 15 In accordance with Section 36 of Stamp Act 1949.
- 16 State briefly on what grounds.
- 17 Name of the person making the decision.