

MARATHI - THE INDIAN STAMP DADRA AND NAGARHAVELI AND DAMAN AND DIU (AMENDMENT) ACT, 1968

Proper stamp duty 2 1. 3

5. Description of Instrument 1 CKNOWLEDGEMENT OF A DEBT exceeding Rs.5,000/- in amount or value, written or signed by or on behalf of, a debtor i order to supply evidence of such debt in any book (other than anker's pass book) or on a separate piece of paper when such ook or paper is left in the creditor's possession: rovided that such acknowledgement does not contain an romise to pay the debt or any stipulation to pay interest or to deliver any goods or other property; here the amount or value of such debt (a) exceeds Rs. 5,000/- but does not exceed Rs. 10,000/-; (b) exceeds Rs. 10,000/- but is less than Rs. and (c) is Rs. and above. DMINISTRATION BOND, including a bond given under the ndian Succession Act, 1925, or section 6 of the Governmen Savings Banks Act, 1873- (a) where the amount does not exceed Rs. 2,000/-; (b) in any other case. Rs. 20/- Rs. 50/- Rs. 100/- Rs. 200/- Rs. 500/- DOPTION DEED that is to say, any instrument (other than Rs. 1,000/- ill) recording an adoption or conferring or purporting to confere an authori to ado t. FFIDAVIT, including an affirmation or declaration in the caseRs. 100/- of persons by law allowed to affirm or declare instead o swearing. Exemptions.- ffidavit or declaration in writing when made— (a) as a condition of enrolment in the Armed Forces of the Union; (b) for the immediate purpose of being filed or used in an Court or before the officer of any Court; or (c) for the sole purpose of enabling any person to receive an ension or charitable allowance. GREEMENT OR MEMORANDUM OF AGREEMENT (a) if relating to the sale of a bill of exchange; Rs. 100/- (b) if relating to the purchase or sale of Government security 0 2% of value of the security or share. share in an incorporated company or other body corporate; (c) if relating to an agreement for the sale of an immovable2.9% of the market value of the immovabl roperty; roperty, subject to a minimum of Rs. 100/- an ounded up to the nearest hundred in its ulti les thereof (d) if relating to giving authority or power to a promoter or The same duty as is leviable on a Conveyanc developer, by whatever name called, for construction on, nder clause (b), or (c), as the case may be, o development of or, sale or transfer (in any manner whatsoever) rticle 22, on the market value of the property: 6. of, any immoveable property; (e) if not otherwise provided for. Exemptions greement or memorandum of agreement (a) for or relating to the sale of goods or merchandise exclusivel ot being a NOTE or MEMORANDUM chargeable under No. 3; (b) made in the form of tenders to the Central Government for o elating to any loan. greement to Lease See Lease (No. 33) EPOSIT OF THE TITLE DEEDS, PAWN, PLEDGE OR YPOTHECATION, that is to say, any instrument evidencing an agreement relating to (l) The deposit of the title deeds or instrument constituting o eing evidence of the title to any property whatever (other than arketable security), where such deposit has been made by way of security for the repayment of money advanced or to be advanced by way of loan or an existing or future debt (a) if the amount secured by such deed does not exceed Rs. (b) in any other case. rovided that, if the proper stamp duty is pai nder clause (g) of article 49 on a power o attorney executed between the same parties in espect of the same property then, the stamp dut under this article shall be Rs. 500/- s. 1,000/- 0.1 % of the amount secured by such dee subject to the minimum of Rs. 100/- 0.2 % of the amount secured by such dee subject to the maximum of Rs. Ru ees Ten Lakhs . (2) The pawn, pledge or hypothecation of movable property, here such pawn, pledge or hypothecation has been made by ay of security for their repayment of money advanced or to be advanced by way of loan or an existing or future debt — (a) if the amount secured by such deed does not exceed Rs. 0.1 % of the amount secured by such dee (b) in any other case. xplanation I—For the purposes of clause (1) of this Article, otwithstanding anything contained in any judgement, decree o order of any court or order of any authority, any letter, note, emorandum or writing relating to the deposit of title deeds hether written or made either before or at the time when o after the deposit of title deeds is effected, and whether it is i espect of the security for the first loan or any additional loan o oans taken subsequently, such letter, note, memorandum o ting shall, in the absence of any separate agreement o emorandum of a eement relatin to de osit of such title subject to the minimum of Rs. 100/- 0.2 % of the amount secured by such dee subject to the maximum of Rs. Ru ees Ten Lakhs 7. 8. 9. 10. 11. 12. 13. deeds, be deemed to be an instrument evidencing an agreemen elating to the deposit of title deeds. xplanation 11 —For the purposes of this Article, any new nstrument executed for additional loan or extension of previous oan shall be treated as a

fresh instrument and chargeable with the duty to the extent of additional amount being secured or disbursed or sanctioned. Exemption either of hypothecation accommodation in a bill of exchange. POINTMENT IN EXECUTION OF A POWER, whether less than Rs. 1,000/- respects of property, movable or immovable, where made by an instrument not being a will. PRAISEMENT OR VALUATION made otherwise than Rs. 300/- under the order of the Court in the course of a suit, exemptions (a) Appraisal or valuation made for the information of one party only, and not being in any manner obligatory between the parties either by agreement or operation of law. (b) Appraisal of crops for the purpose of ascertaining the amount to be given to a landlord as rent. PRENTICESHIP DEED, including every writing relating to Rs. 300/- for service or tuition of any apprentice, clerk or servant placed with any master to learn any profession, trade or employment, not being ARTICLES OF CLERKSHIP (No. 11). Exemptions instrument of apprenticeship executed by a Magistrate under the Apprentices Act, 1961 or by which a person is apprenticed by, or at the charge of an public charity ARTICLES OF ASSOCIATION OF A COMPANY when the 0.5% on share or increased share capital, as the Company has no share capital or nominal share capital or case may be subject to a maximum of increased share capital. Exemption articles of any Association not formed for profit and registered under section 8 of the Companies Act, 2013. See also Memorandum of Association of a Company (Article 39 ARTICLES OF CLERKSHIP or contract whereby any person less than Rs. 300/- first becomes bound to serve as a clerk in order to his admission as an attorney in any High Court. ASSIGNMENT. See CONVEYANCE (No. 22), TRANSFER (No. 64), TRANSFER OF LEASE (No. 65), as the case may be. ATTORNEY. See Power of Attorney (No. 49). AUTHORITY TO ADOPT, See ADOPTION DEED (No. 3) WARD, that is to say, any decision in writing by an arbitrator less than Rs. 500/- or umpire, not being an award directing a partition, on reference made otherwise than by an order of the Court in the course of a suit. BILL OF EXCHANGE, as defined by section 2(2) not being See Schedule- 1 bond, bank-note or currency-note. BILL OF LADING (including a through bill of lading). See Schedule- I 15. 16. 17. 18. 19. 20. 1

2. Bond not being a debenture and not being otherwise provide 1 % of amount of Bond, subject to a minimum for any provisions of this Act (whether or not such provisions of Rs. 500/- relate to any particular types of Bonds), or by the Court Fees Act, 1870 (Act VII of 1870). Exemption bond when executed by any person for the purpose of guaranteeing that the local income derived from private subscriptions or a charitable dispensary or hospital or any other object of public utility shall not be less than a specified sum per annum. OTTOMRY BOND, that is to say, any instrument whereby the 1 % of amount of Bond, subject to a minimum of a seagoing ship borrows money on the security of the Rs. 500/- ship to enable him to reserve the ship or prosecute her voyage. CANCELLATION— Instrument of (including any instrument less than Rs. 500/- by which any instrument previously executed is cancelled), is attested and not otherwise provided for. See also Release (No. 57), Revocation of Settlement (No. 60.B), Surrender of Lease of 63, Revocation of Trust of 66B CERTIFICATE OF SALE (in respect of each property put up as The same duty as is leviable on a Conveyance a separate lot and sold) granted to the purchaser of any property under clause (a), (b), or (c) as the case may be, sold by public auction by a Civil or Revenue Court, or Collector of Article 22 on the market value of the or other Revenue officer or any other officer empowered by law property. To sell or by public auction. CERTIFICATE OR OTHER DOCUMENT, evidencing the right of 0. % of the value of the shares, scrip or stock. or title of the holder thereof, or any other person, either to any shares, scrip or stock in or any incorporated company or other body corporate, or to become proprietor of charges, scrip or stock in or of an such company or body CHARTER-PARTY, that is to say, any instrument (except a agreement for the hire of a tug steamer), whereby a vessel or some specified principal part thereof is left for the specific uses of charter, whether it includes a charter clauses or not. COMPOSITION-DEED, that is to say, any instrument executed by debtor except an agreement, whereby he conveys his property or the benefit of his creditors, or whereby payment of composition or dividend on their debts is secured to the creditors, or whereby provision is made for the continuance of the debtor's business under the supervision of inspectors or under letters of licence, for the benefit of his creditors CONVEYANCE (not being a transfer charged or exempted under Article 64) On the true market value of the property, which is the subject matter of Conveyance (a) if relating to movable property (b) if relating to immovable property situated less than Rs. 500/- less than Rs. 500/- % of the market value of the property. i) within the limits of any Municipal Council or Nagar 5 % of the market value of the property. panchayat; ii) within the limits of any Gram panchayat area or any such 3 % of the market value of the property. area not mentioned in sub-clause (i); (c) if relating to both moveable and immoveable property; The same duty as is payable under clauses (a) and b . (d) so far as it relates to the

scheme, for reconstruction of the IO % of the aggregate of the market value of the company or companies involving merger or the amalgamation of shares issued or allotted in exchange of any two or more companies by an order of the National otherwise and the amount of consideration paid Company Law Tribunal under section 232 of the Companies for such amalgamation: that, 2013 or for amalgamation or dissolution of Banking provided that, the amount of duty chargeable Companies by an order of the Reserve Bank of India under this clause shall section 44A of the Banking Regulation Act, 1949. not exceed (i) an amount equal to 5 % of the true market value: provided that, the amount of duty chargeable under this clause shall not exceed (i) an amount equal to 5 % of the true market value of the immovable property located within the Union Territory of the transferor company; or (ii) an amount equal to 5 % of the aggregate of the market value of the shares issued or allotted in exchange or otherwise and the amount of consideration paid, for such amalgamation, whichever is higher: provided further that, in case of reconstruction or demerger the duty chargeable shall not exceed (i) an amount equal to 5% of the true market value of the immovable property located within the Union Territory transferred by the emerging Company to the Resulting Company; or (ii) an amount equal to 0.7 % of the aggregate of the market value of the shares issued or allotted to the Resulting Company and the amount of consideration paid for such demerger, whichever is higher.

Exemption assignment of copyright under the Copyright Act, 1957. Explanation I For the purposes of this article, where in the case of agreement to sell an immoveable property, the possession of any immoveable property is transferred or agreed to be transferred to the purchaser before the execution, or at the time of execution, or after the execution of, such agreement then such agreement to sell shall be deemed to be conveyance and stamp duty thereon shall be leviable accordingly: provided further that, where subsequently a conveyance is executed in pursuance of such agreement of sale, the stamp duty, if any already paid and recovered on the agreement of sale which is deemed to be a conveyance, shall be adjusted towards the total duty leviable on the conveyance: provided also that, where proper stamp duty is paid on registered agreement to sell an immovable property, treating it as a deemed conveyance and subsequently a conveyance deed is executed without any modification then such a conveyance shall be treated as other instrument under section 4 and the duty of Rs. 24. 5. 6. 7. one hundred rupees shall be charged.

Explanation II

(i) For the purposes of clause (d), the market value of shares— (a) in relation to the transferee company, whose shares are listed and quoted for trading on a stock exchange, means the market value of shares as on the appointed day mentioned in the scheme of amalgamation or when appointed day is not so fixed, the date of order of the National Company Law Tribunal or, the order of the Reserve Bank of India. (b) in relation to the transferee company, whose shares are not listed/ or listed but not quoted for trading on a stock exchange, means the market value of the share issued or allotted with reference to the market value of the shares of the transferor company. (c) Where the transferee company and transferor company, whose shares are not listed or listed but not quoted for trading on stock exchange means the face value of the share issued or allotted with reference to the face value of share of the transferee company.

COPY OR EXTRACT, certified to be a true copy or extract by s. IO/- or by order of any public officer under section 76 of the Indian Evidence Act, 1872, and not chargeable under the law for the time being in force relating to court-fees.

Exemption (a) Copy of any paper which a public officer is expressly required by law to make or furnish for record in any public office or for a public purpose. (b) Copy of, or extract from, any register relating to births, baptisms, naming, dedications, marriages, divorces, deaths or burials. (c) Copy of any instrument the original of which is not chargeable to duty.

COUNTERPART OR DUPLICATE of any instrument The same duty as is payable on the original chargeable with duty and in respect of which the proper duty has been subject to a maximum of Rs. 100/- has been paid.

CUSTOMS BOND OR EXCISE BOND, that is to say, any bond Rs. 500/- given pursuant to the provisions of any law for the time being in force or to the directions of any officer of Customs or Excise for, or in respect of, any of the duties of Customs or Excise or for preventing frauds or evasions thereof or for any other matter of which it relates thereto.

Exemption See Schedule -I

DELIVERY ORDER IN RESPECT OF GOODS, that is to say, Rs. 10/- any instrument entitling any person therein named, or his assigns or the holder thereof, to the delivery of any goods lying in a dock or port, or in any warehouse in which goods are stored or deposited on rent or hire, or upon any wharf, such instrument being signed by or on behalf of the owner of such goods upon the sale or transfer of the goods therein, when such goods exceed in value Rs. 200/-.

DEPOSIT OF TITLE-DEED, see Agreement relating to deposit of Title Deeds, Pawn or Pledge.

DISSOLUTION OF PARTNERSHIP, see Partnership.

DIVORCE— Instrument of, that is to say any instrument by which a person effects the dissolution

of his marriage. **EXCHANGE OF PROPERTY**— instrument of explanation — The same duty as is leviable on a Conveyance under clause (a), (b) or (c), as the case may be, of Article 22, on the market value of the property for the purposes of this article, notwithstanding anything to the contrary of the greatest value contained hereinabove, the highest duty on either of the properties exchanged shall be chargeable. **URTHER CHARGE**— Instrument of, that is to say, an instrument imposing a further charge on mortgaged property (a) when the original mortgage is one of the descriptions referred to in clause (a) of Article 40 (that is, with possession) under clause (a), (b), or (c), as the case may be, of Article 22, for the amount of the further charge secured by such instrument. (b) when such mortgage is one of the descriptions referred to in clause (b) of Article 40 (that is, without possession) (i) if at the time of execution of the instrument of further charge the same duty as is leviable on a Conveyance of the property is given under such instrument. (ii) if possession is not so given, under clause (a), (b) or (c), as the case may be, of Article 22, for the total amount of the charge (including the original mortgage and any further charge already made) less the duty already paid on such original mortgage and further charge. 0.5% of the amount of further charge secured by such instrument subject to minimum of Rs. 100/- and the maximum of Rs. Rupees Ten Lakhs. **GIFT**— Instrument of not being a Settlement (No. 60) or Will or The same duty as is leviable on a Conveyance Transfer (No. 64). **IRING AGREEMENT** reement o. 5 **NDEMNITY BOND** **INSPECTORSHIP DEED INSURANCE**— see Policy or agreement for service. under clause (a), (b), or (c) as the case may be, of Article 22, on the market value of the property which is the subject matter of the gift: provided that, if the property is gifted to family member being the husband, wife, brother or sister of the donor or any lineal ascendant or descendant of the donor, then the amount of duty chargeable shall be at the rate of 3 % on the market value of the property which is the subject matter of the gift. provided further that, if residential or agricultural property is gifted to husband, wife, son, daughter, grandson, granddaughter, wife or deceased son, the amount of duty chargeable shall be Rs. 200/- See The same duty as a Security Bond (No. 59) for the same amount. See Com position Deed No. 21 of Insurance o. 48 . 33. 34. 35. 36. 37

38. LEASE, including under-lease or sub-lease and any agreement to let or sub-let or any renewal of lease—where such lease purports to be— (i) for a period not exceeding 5 years; The same duty as is leviable on a conveyance under clause (a), (b) or (c), as the case may be, of article 22, on 10 % of the market value of the property (ii) for a period exceeding 5 years but not exceeding 10 years; The same duty as is leviable on a conveyance years, with a renewal clause contingent on under clause (a), (b) or (c), as the case may be, otherwise; of article 22, on 25 % of the market value of the property (iii) for a period exceeding 10 years but not exceeding 29 years; The same duty as is leviable on a conveyance years with a renewal clause contingent on under clause (a), (b) or (c), as the case may be, otherwise; of article 22, on 50 % of the market value of the property (iv) for a period exceeding twenty-nine years or in perpetuity; The same duty as is leviable on a conveyance perpetuity, or does not purport for any definite period, under clause (a), (b) or (c), as the case may be, period, or for lease for a period exceeding twenty-nine years; of article 22, on 90 % of the market value of the property with a renewal clause contingent on property otherwise. **EXPLANATION I** —Any consideration in the form of premium or money advanced or to be advanced or security deposit by whatever name called shall, for the purpose of market value, be treated as consideration passed on. **EXPLANATION II** —The renewal period, if specifically mentioned, shall be treated as part of the present lease. **LEAVE & LICENSE AGREEMENT** (a) where the leave and agreement purports to be for a term not exceeding sixty months with or without renewal clause. (i) the licence fees or rent payable under the agreement; plus (ii) the amount of non-refundable deposit or money advanced or to be advanced or premium, by whatever name called; plus (iii) the interest calculated at the rate of 10 % per annum on the refundable security deposit (b) where such leave and licence agreement purports to be for a period exceeding sixty months with or without renewal clause. **LETTER OF ALLOTMENT OF SHARES**, in any company or proposed company, or in respect of any loan to be raised by a company or proposed company, or in respect of any loan to be raised by a company or proposed company, See also Certificate or other Document No. 19 . **LETTER OF CREDIT** **LETTER OF GUARANTEE** money advanced or to be advanced, by whatever name called. Same duty as is leviable on lease under clause (ii), (iii) or (iv) above, as the case may be, of article 33. See Schedule — I See **AGREEMENT o. 5** **LETTER OF LICENCE**, that is to say, any agreement between Rs. 100/- debtor and his creditors, that the letter shall, for a specified time, suspend their claims and allow the debtor to carry on business at his own discretion. 39

40. MEMORANDUM OF ASSOCIATION OF A COMPANY (a) if accompanied by articles of association under section 10 of the Companies Act, 2013; (b) if not so accompanied.

Exemption 0.2% according to the share capital of the company, subject to minimum of Rs. 1,000/- an aximum of Rs. 50,00,000/-. (Rupees Fifty akhs) emorandum of any association not formed for profit an egistered under section 8 of the Companies Act, 2013. ORTGAGE-DEED, not being an agreement relating to eposit of Title Deeds, Pawn or Pledge or Hypothecatio (Article 6), Bottomry Bond (Article 16), Mortgage of a Crop (Article 41), Respondentia Bond (Article 58), or Security Bon of Mort a e Deed Article 59 (a) when possession of the property or any part of the propert The same duty as is leviabale on a conveyanc comprised in such deed is given by the mortgagor or agreed to nder clause (a), (b) (or) (c), as the case may be, e given; of Article 22, for the amount secured by suc deed. (b) when possession is not given or agreed to be given as 0.5 % of the amount secured by such deed, aforesaid. xplanation I —A mortgagor who gives to the mortgagee ower of attorney to collect rents, or a lease of the prope ortgaged or part thereof, is deemed to give possession within he meaning of this article. xplanation 11 —Where in the case of an agreement to mortgage he amount or part thereof sought to be secured by such a agreement is advanced or disbursed to the mortgagor withou execution of a mortgage-deed, then such an agreement to ortgage shall, notwithstanding anything contained in clause (6) of section 2, become chargeable under this Article as mortgage- deed on the date of making of such advance or disbursemen either in part or in whole. (c) when a collateral or auxiliary or additional or substitute security, or by way of further assurance for the above-mentione urpose where the principal or primary security is duly stamped. xplanation. —For the purpose of this clause, "the principal o rimary security" shall mean, the security created under clause (a) or (b) above. subject to minimum of Rs. 1,000/- an aximum of Rs. (Rupees Te akhs . s. 500/- 1. 2 3. 4. 5. 6. exemptions 1) Instruments executed by persons taking advances under the and Improvement Loans Act, 1883, or the Agriculturists' oans Act, 1884 or by their sureties as security for the epayments of such advances. (2) Letter of hypothecation accompanying a bill of exchange. ORTGAGE OF A CROP, including any instruments evidencing an agreement to secure the repayment of a loan made pon any mortgage of a crop, whether the crop is or is not in existence at the time of the mort a e- a) when the loan is repayable not more than three months from he date of the instrument for every sum secured not exceeding Rs. 200/-; and for every Rs. 200/- or part thereof secured in excess of Rs. e 1/- (b) when the loan is repayable more than three months, but more han eighteen months, from the date of the instrument or every sum secured not exceeding Rs. 100/-; and for every Rs. 100/- or part thereof secured in excess of Rs. e 1/- 100/-. OT ARIAL ACT, that is to say, any instrument, endorsement, s. 50/- ote, attestation, certificate of entry not being a Protest (No. 51) ade or signed by a Notary Public in the execution of the duties of his office, or by any other person lawfully acting as a Nota blic. See also Protest of Bill or Note No. 51 OTE OF MEMORANDUM, sent by a Broker Agent to his rincipal intimating the purchase or sale on account of suc rincipal (a) of any goods, exceeding in value Rs. 20/-; (b) of any stock or marketable security exceeding in valueSubject to a maximum of fifty rupees, Re 1/- fo enty rupees. OTE OF PROTEST BY THE MASTER OF A SHIP See also Protest b the Master of a Shi 0. 52 ORDER FOR THE PAYMENT OF MONEY ARTITION—Instrument of as defined by section 2 (15). every Rs. 10,000/- or part thereof of the value o he stock or security. Rs. 300/- See Bill of Exchan e No. 13 . % of the amount or the market value of the separated share or shares of the property. ote. —The largest share remaining after the roperty is partitioned (or, if there are two o ore shares of equal value and not smaller than any of the other shares, then one of such equal shares) shall be deemed to be that from whic he other shares are separated. rovided always that (a) when an instrument of partition containin an agreement to divide property in severalty is executed and a partition is effected in pursuance of such a reement, the dut char eable u on th 7. 8. 9. instrument effecting such partition shall b educed by the amount of duty paid in respect o he first instrument but shall not be less than fiv pees; (b) where the instrument relates to the partitio of agricultural land, the rate of duty applicable shall be Rs. 100/-; (c) where a final order for effecting a partitio assed by any Revenue authority or any Civil Court or an award by an arbitrator directing artition, is stamped with the stamp required fo an instrument of partition, and an instrument o artition in pursuance of such order or award is subsequently executed, the duty on suc instrument shall not exceed Rs. 10/-. ARTNERSHIP 1) Instrument of any partnership inclusive of, Limited Liability artnership and Joint Venture to run a business, earn profits an o share profits, whether in cash or in kind (a) where there is no share of contribution in partnership, o s. 500/- here such share contribution brought in by way of cash does ot exceed Rs. 50,000/-; (b) where such share contribution brought in by way of cash is in 1% of the amount of share contribution subjec excess of Rs. 50,000/-; o maximum of Rs. 15,000/-. (c) where such share

contribution is brought in by way of The same duty as is leviable on a conveyance property, excluding cash; under clause (a), (b) or (c), as the case may be, of Article 22, on the market value of such contribution in the partnership. (b) in any other case. POLICY OF INSURANCE property, subject to a minimum of Rs. 100/- Rs. 500/- See Schedule- I POWER OF ATTORNEY not being a Proxy (a) when executed for the sole purpose of procuring the registration of one or more documents in relation to a single transaction or for admitting execution of one or more such documents; (b) when required in suits or proceedings under the Presidency Small Cause Courts Act, 1882; (c) when authorising one person or more to act in a single transaction other than the case mentioned in clause (a); (d) when authorising one person to act in more than one transaction or generally (e) when authorising more than one person to act in single transaction or more than one transaction jointly or severally or generally; (f) (i) when given for consideration and authorising to sell an immovable property; under clause (a), (b), or (c), as the case may be, of Article 22, on the market value of the property (ii) when authorising to sell or transfer immovable property without consideration or without showing any consideration, as the case may be (a) if given to the father, mother, brother, sister, wife, husband, daughter, son, grandson, granddaughter or father, mother, brother or sister of the spouse; and (b) in any other case; The same duty as is leviable on a conveyance under clause (b), or (c), as the case may be, of Article 22, on the market value of the property (g) when given to a promoter or developer by whatever name The same duty as is leviable on a conveyance called, for construction on, development of, or sale or transfer (under clause (b), or (c), as the case may be, in any manner whatsoever) of, any immovable property. h) in any other case. Explanation I For the purpose of this article more persons than one when belonging to the same firm shall be deemed to be one person. Explanation II —The term 'registration' includes every operation incidental to registration under the Registration Act, 1908. Explanation III —Where under clause (f), duty has been paid on the power of attorney, and the conveyance relating to the property is executed in pursuance of power of attorney between the executant of the power of attorney and the person in whose favour it is executed, the duty on conveyance shall be the duty calculated on the market value of the property reduced by duty paid on the power of attorney. ROMISSORY NOTE Article 22, on the market value of the property: provided that, when proper stamp duty is paid under clause (d) of article 5 on an agreement, or records thereof or memorandum of an agreement executed between the same parties and in respect of the same property, the duty chargeable under this clause shall be Rs. 100/- Rs. 500/- See Schedule- I 50. 51

52. ROTEST OF BILL OR NOTE, that is to say, any declaration in Rs. 300/- •ting made by a Notary Public bill or other person lawfully acting as such, attesting the dishonour of a Bill of Exchange or promissory Note. ROTEST BY THE MASTER OF SHIP, that is to say, an s. 300/- declaration of the particulars of her voyage drawn up by him with a view to the adjustment of losses or the calculation of 53. 54. 55. 56. 57. 58. 59. averages, and every declaration in writing made by him against the charterers or the consignors for not loading or unloading the ship, when such declaration is attested or certified by a Notary Public or other person lawfully acting as such. ROXY CEIPTS E CONVEYANCE OF MORTGAGE PROPERTY RECORD OF TRANSACTION (Electronics or otherwise) See Schedule — I See Schedule- I Rs. 500/- effected by a trading member through a stock exchange or the association referred to in section IOA- (a) if relating to sale or purchase of Government securities 0.005 % of the value of security. (b) if relating to purchase or sale of securities, other than those falling under item (a) above- (i) in case of delivery ii in case of non-delivery (c) if relating to futures and options trading 0.005 % of the value of security. 0.005 % of the value of security 0.005 % of the futures and options trading. (d) if relating to forward contracts of commodities trade 0.005% of the value of the forward contract. hrou h an association or otherwise Explanation I- or the purpose of clause (b), "securities" means the securities as defined in clause (h) of section 2 of the Securities Contract Regulation Act, 1956 Central Act 42 of 1956 . LEASE, that is to say, any instrument (not being a •nstrument as is provided by section 23A) whereby a person enounces a claim upon other person or against any specific property- (a) if the release deed of an ancestral property or part thereof is Rs. 1,000/- executed by or in favour of brother or sister (children of enouncer's parents) or son or daughter or

son of pre-deceased son or daughter of pre-deceased son or father or mother or spouse of the renouncer or the legal heirs of the above relations; (b) in any other case. The same duty as is leviable on a conveyance under clause (a) or (b), as the case may be, of Article 22, on the market value of the share, interest, part or claim renounced. SPONDENTIA BOND, that is to say, any instrument by which a person secures the due performance of a contract, or in pursuance of an order of a court or a public officer, not being otherwise provided for by any law, by the execution of a security bond or a mortgage deed, duty thereon shall be the same as is leviable on a conveyance under clause (a), (b), or (c), as the case may be, of Article 22, for a sum equal to the amount secured by such security bond or mortgage deed. SECURITY BOND OR MORTGAGE DEED, where such security bond or mortgage deed is executed by way of security subject to the maximum of Rs. 10,00,000/- or the due execution of an office, or to account for money or other property received by virtue thereof, or by a surety to secure the due performance of a contract, or in pursuance of an order of a court or a public officer, not being otherwise provided for by any law, by the execution of a security bond or a mortgage deed, duty thereon shall be the same as is leviable on a conveyance under clause (a), (b), or (c), as the case may be, of Article 22, for a sum equal to the amount secured by such security bond or mortgage deed. SETTLEMENT. Instrument of settlement including a deed of dower (i) where the settlement is made for a religious or charitable purpose, shall not be less than a specified sum perensem; (ii) in any other case, shall be the same as is leviable on a conveyance under clause (a), (b), or (c), as the case may be, of Article 22, for a sum equal to the amount settled or the market value of the property settled: Provided that, where an agreement to settle is stamped with the stamp required for a instrument of settlement and an instrument of settlement in pursuance of such agreement is subsequently executed, the duty on such instrument shall not exceed Rs. 10/-: Provided further that, where a instrument of settlement contains any provision for the revocation of the settlement, the amount or the value of the property settled shall, for the purposes of duty, be determined, as if no such provisions were contained in the instrument. DEED OF DOWER executed on the occasion of, or in connection with, marriage between Muhammadans, whether executed before or after the marriage. Revocation of (i) in respect of settlement described in sub-clause (i) of clause s. 500/- 61. 62. 63. 64. (ii) in respect of settlement described in sub-clause (ii) of clause s. 500/- SHARE WARRANTS to bearer issued under the Companies Act, 1956, section 114, to have effect only upon payment, as composition for that duty, to the Collector of Stamp duty of— (a) One-and-a-half per centum of the whole subscribed capital of the company; or (b) if any company which has paid the said duty or composition in full subsequently issues an addition to its subscribed capital, one-and-a-half per centum of the additional capital so issued. SCRIP. See Certificate of stock. SHIPPING ORDER for or relating to the conveyance of goods shall be the same as is leviable on a bill of lading, delivery order, warrant for goods or other mercantile document or title to goods; consideration amount of the 65. 66. 67. 68. (c) of a policy of insurance; (d) of securities of the Central Government. TRANSFER OF LEASE by way of assignment and not by way of decree or final order passed by a court. The same duty as is leviable on lease under of underlease or by way of decree or final order passed by a court. (i), (ii), (iii) or

(iv), as the case may be, of Civil Court or an Revenue Officer. Article 33, for the remaining period of Lease TRUST Declaration of, or concerning, any property when made by any writing not being a Will (a) where there is disposition of property (i) where the Trust is made for a religious or charitable purpose; (ii) in any other case. (b) where there is no disposition of property (i) where the trust is made for religious or charitable purpose. (ii) in any other case Revocation of, or concerning, any property when made by any instrument other than a Will. See also Settlement (Article 60) WARRANT FOR GOODS, that is to say, any instrument evidencing the title of any person therein named, or his assigns, or the holder thereof, to the property in any goods lying in or on a sum equal to the amount settled or market value of the property settled. The same duty as is leviable on a conveyance under clause (a), (b), or (c), as the case may be, of Article 22, for a sum equal to the amount settled or the market value of the property settled. Rs. 500/- s. 500/- s. 500/- upon any dock, warehouse or wharf, such instrument being signed or certified by or on behalf of the person in whose custody such goods may be. WORKS CONTRACT, that is to say, a contract for works or labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution includes a sub-contract— (a) where the amount or value set forth in such contract does not exceed Rs. 500/- exceed Rs. (Rupees Ten Lakhs). (b) where it exceeds Rs. 10,00,000/- (Rupees Ten Lakhs). s. 500/- plus 0.1 % of the amount above Rs. 10,00,000/- (Rupees Ten Lakhs) subject to a maximum of s. 25,00,000/- Rupees Twenty-Five Lakhs .

