

**INDIAN STAMP DUTY (NAGALAND
AMENDMENT) ACT, 1989**

(THE NAGALAND ACT NO. 6 OF 1989)

*(Received the assent of the Governor on 30th June '89 and published
in the Nagaland Gazette extraordinary dated 30th June '89)*

An

Act

to amend the Indian Stamp Duty Act, 1899, in its application to Nagaland.

Preamble

Whereas it is expedient to amend the Indian Stamp Duty Act, 1899, (Act 11 of 1899) hereinafter called the Principal Act, in its application to Nagaland in the manner hereinafter appearing. It is hereby enacted in the Fortieth year of the Republic of India as follows

1. Short title, extent and commencement.

- (1) This Act may be called the Indian Stamp Duty (Nagaland Amendment) Act, 1989.
- (2) It shall extend to the whole State of Nagaland.
- (3) It shall come into force on such date as the State Government may, by notification in the official gazette, appoint.

2. Amendment of Schedule I of Act 11 of 1899.

In Schedule I to the principal Act, the following shall be substituted, namely

SCHEDULE 1

Description of Instrument

(1)

- I. ACKNOWLEDGMENT of debt exceeding twenty rupees in amount or value, written or signed by or on behalf of, a debtor in order to supply evidence of such debt in any book (other than a bankers pass-book) or on a separate piece of paper when such book or paper is left in the creditor's possession: provided that such acknowledgment does not contain any promise to pay the debt or any stipulation to pay interest or to deliver any goods or other property. Fifty paise

2. ADMINISTRATION-BOND including a bond given under section 6 of the Govt. Savings Banks Act, 1875, or section 291 or section 375 or section 376 of the Indian Succession Act, 1925.
- (a) Where the amount does not exceed Rs. 1000/-
- The same duty as a Bond Duty No. 15 for such amount.
- (b) In any other case.
- Thirty rupees.
3. ADOPTION-DEED, that is to say, any instrument (other than a will) recording an adoption or conferring or purporting to confer an authority to adopt.
- Sixty rupees
4. AFFIDAVIT, including an affirmation or declaration in the case of persons by law allowed to affirm or declare instead of swearing.
- Ten rupees

Exemptions

Affidavit or declaration in writing when made

- (a) as a condition of enlistment under the Indian Army Act, 1950.
- (b) for the immediate purpose of being filed or used in any Court or before the Officer of any Courier.
- (c) for the sole purpose of enabling any person to receive any Pension or charitable allowance.

5. AGREEMENT OR MEMORANDUM OF AN AGREEMENT

- (a) if relating to the sale of a bill of exchange.
- One rupee
- (h) if relating to the sale of a Govt. Security
- Subject to a maximum of eighty rupees and fifty paise for every Rs. 10,000/- or part thereof of the value of the Security.
- (c) if relating to the purchase or sale of shares, scripts, stocks bonds, debentures, debenture stocks or any other marketable Security of a like nature in or of any incorporated company or other body corporate

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| (i) When such agreement or memorandum of an agreement is with or through a member or between members of a Stock-Exchange recognised under the Securities Contracts (Regulation) Act, 1956. | One rupees for every Rs. 25,00/- or part thereof of the value of the Security at the time of its purchase or sale, as the case may be. |
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Description of Instrument

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| (ii) in other cases | Two rupees for every Rs. 500/- or part thereof of the security at the time of its purchase or sale, as the case may be. |
| (d) if executed for service or for performance of work in any estate whether held by one person, or more persons, than one as co-owners, and whether in one or more blocks, and situated in Assam/Meghalaya where the advance given under such agreement does not exceed fifty rupees. | One rupee |
| (e) if not otherwise provided for | Four rupees |

Exemptions

Agreement or memorandum of agreement

- (a) for or relating to the sale of goods or merchandise exclusively, not being a note or memorandum chargeable under No. 43:
- (b) made in the form of tenders to the Government of India for or relating to any loan

AGREEMENT TO LEASE

See Lease (No. 35)

6. AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS, PAWNS OR PLEDGE, that is to say, any instrument evidencing an agreement relating to

- (1) the deposit of title deeds or instruments constituting or being evidence of the title to any property whatever (other than a marketable security) or
- (2) the pawn or pledge of movable property where such deposit, pawn or pledge 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 such loan or debt is repayable on demand or more than three months from the date of the instrument evidencing the agreement if the amount of loan does not exceed Rs. 500/

if it exceeds Rs. 500/- and not exceed Rs. 1000/- and for every Rs. 1000/- or part thereof in excess of Rs. 1000/-	Five rupees if the amount of loan does not exceed Rs. 500/-; Ten rupees if the amount exceed Rs. 500/- but does not exceed
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(b) if such loan or debt repayable not more than three months from the date of such instrument	Rs. 1000/- Ten rupees for every Rs. 1000/- or part thereof in excess of Rs. 1000/- Half the duty payable under subclause (a)
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Exemptions

Instrument of pawn or pledge of good if unattested.

7. APPOINTMENT, IN EXECUTION OF A POWER

Whether of trustees or a property, movable or immovable, where made by any writing not being a will

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| (a) Where the value of the property does not exceed Rs. 1000/- | Fifty rupees |
| (b) in any other case | Ninety rupees |

8. APPRAISEMENT OR VALUATION, made otherwise than under an order of the Court in the course of a suit

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| (a) where the amount does not exceed Rs. 1000/- | The same duty as in Bot tomory Bond (No 15) for such amount |
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| Description of Instrument
(h) in any other case | Proper Stamp Duty
Twenty four rupees seventy-five paise |
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Exemptions

- (a) Appraisement or valuation made for the information of one party only and not being in any manner obligatory between parties either by agreement or operation of law.
- (b) Appraisement of crops for the purpose of ascertaining the amount to be given to a landlord as rent.

9. APPRENTICESHIP DEED

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| including every writing relating to the service or tuition of any apprentice, clerk or servant placed with any master to learn any profession, trade or employment. | Twenty-four rupees seventy-five paise. |
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Exemptions

Instruments of apprenticeship executed by a Magistrate under the apprentices Act, 1961, or by which a person is apprenticed by or at the charge of any public charity.

10. ARTICLES (OF ASSOCIATION OF A COMPANY

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| (a) Where the company has no share capital or the normal share capital does not exceed Rs. 2,500/- | Sixty-one rupees ninty paise. |
| (b) Where the nominal share capital exceeds Rs. 2,500/- but does not exceed Rs. 5,000/- | Eighty two rupees fifty paise. |
| (c) Where the nominal share capital exceeds Rs. 5,500/- but does not exceeds 1,00,000 | One hundred twenty three rupees seventy five paise.. |
| (d) Where the nominal share capital exceeds Rs. 1,00,000/- | Two hundred forty seven rupees fifty paise. |

Exemptions

Articles of any association not formed for profit and registered under section 25 of the Companies Act, 1956, See also Memorandum of Association of a Company (No.39)

ASSIGNMENT - See conveyance (No. 23) transfer (No. 62) and transfer of lease (No. 63) as the case may be.

ATTORNEY-See adoption-deed (No. 3)

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| 12. AWARD-That is to say, decision in writing by an arbitrator or umpier, not being an award directing a partition, on a reference made otherwise than by an order of the court in the course of a suit. | The same duty as a Bond (No. 15) for the amount or value of the property to which the award relates, as set forth in such award subject to a maximum of one hundred twenty three rupees seventy five paise. |
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| 15. BOND (as defined by section 2 (5) not being a DEBENTURE (No. 27) and not being otherwise provided for by this Act, or by the Court fees Act, 1870- Where the amount or value secured does not exceed Rs. 10/ | Forty five paise |
| Where is exceeds Rs. 10/— and does not exceed Rs. 50/— | Eighty-two paise |
| Where it exceeds Rs. 50/- and does not exceed Rs. 100/ | One Rupee sixtyfive paisa |
| Where it exceeds Rs. 100/ — and does not exceed Rs. 200/— | Four rupees and ten paise |

Description of Instrument		Proper Stamp Duty Six
Where it exceeds Rs. 200/— does not exceed Rs. 300/—	and	Six rupees and twenty paise
Where it exceeds Rs. 300/— does not exceed Rs. 400/—	and	Eighty rupees and twenty five paise
Where it exceeds Rs. 400/— does not exceed Rs. 500/—	and	Eleven rupees and twenty paise
Where it exceeds Rs.500/— does not exceed Rs. 600/—	and	Fourteen rupees and Ninety paise
Where it exceeds Rs. 600/— does not exceed Rs. 700/—	and	Seventeen rupees and thirty five paise
Where it exceeds Rs. 700/- does not exceed Rs. 800/—	and	Nineteen rupees and eighty paise
Where it exceeds Rs. 800/— does not exceed Rs. 900/—	and	Twenty two rupees and thirty paise
Where it exceeds Rs. 900/— does not exceed Rs. 1000/-	and	Twenty four rupees and seventy five paise
and for every Rs. 500/-- or thereof in excess of Rs.1000/—	part paise	twelve rupees and thirty
See	Administration—	Bond
(No. 2), Bottomry		Bond
(No. 16), Customs		Bond
(No. 26), Indemnity		Bond
(No. 34), Respondentia		Bond
(No. 56), Security		Bond
Bond (No. 57)		

Exemptions

Bond, when executed by

- (a) headman nominated under rules framed in accordance with the Bengal Irrigation Act 1876, section 99, for the due performance of their duties under that Act;
- (b) any person for the purpose of guaranting that the local income derived from private subscriptions to a charitable dispensary or hospital or any other object of public utility, shall not be less than a specific sum per mensem

- 16. BOTTOMRY BOND**, that is to say, any instrument whereby the master of a seagoing ship borrows money on the security of the ship to enable to preserve the ship or prosecute her voyage.
- The same duty as a Bond
(No. 15) of such amount

- 17. CANCELLATION**-Instrument of (including any instrument by which any instrument previously executed is cancelled) if attested and not otherwise provided for, See also release (No. 55) Revocation of Set

Twenty four rupees and

tlement (No. 58-B) Surrender of
Lease (No. 61), Revocation of trust (No. 64-B)

seventy five paise

18. CERTIFICATE OF SALE

(in respect of each property put up
as a separate lot and sold), granted
to the purchaser of any property
sold by a public auction by a Civil
or Revenue Court, or Collector or
other Revenue Officer

(a) Where the purchase-money
does not exceed Rs. 10/—

Seventy paise

(b) Where the purchase-money
exceeds Rs. 10/— but not exceed Rs. 25/ —

One rupee thirty paise

(c) in any other case

The same duty as a con
veyance (No.23) for a con
sideration equal to the
amount of the purchase
money only.

19. CERTIFICATE OR OTHER

DOCUMENT, evidencing the right
or title of the holder thereof or any
other person either to any share,
script or stock in or of any inco
rporated company or other body cor
porate or to become proprietor of
share, script or stock in or any such
company or body. See also Letter
of Allotment of shares (No. 36).

Forty-five paise

20. A CHARTERED PARTY, that is
to say any instrument (except an
agreement for the hire of a tug
steamer)whereby a vessel or some
specified principal part thereof is
let for the specified purposes of the
character, whether it includes a
penalty clause or not.

Four rupees and **ninety-**
five paise

22. **COMPOSITION-DEED**, that is to
say, any instrument executed by a
debtor, whereby he conveys his property
for the benefit of his creditors, or
Whereby payment of a composition

Forty-nine rupees and
fifty paise

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 license, for the benefit of his **creditors**.

23. **CONVEYANCE** (as defined by section 2(10) not being a transfer charged or exempted under No. 62 : —

Where the amount or value of the consideration for such conveyance as set forth therein does not exceed Rs. 50/

Four rupees and thirty paise

Where it exceeds Rs. 50/- but does not exceed Rs. 100/

Four rupees and fifty paise

Where it exceeds Rs. 100/- but does not exceed Rs. 200/—

Nine rupees

Where it exceeds Rs. 200/- but does **not** exceed Rs. 300/—

Thirteen rupees and fifty paise

Where it exceeds Rs. 300/- but does not exceed **Rs. 400/**

Eighteen rupees

Where it exceeds Rs. 400/- — but and does not exceed Rs. 500/—

Twenty-two rupees fifty paise

Where it exceeds Rs. 500/- but does not exceed Rs. 600/-

Twenty seven rupees

Where it exceeds Rs. 600/- but does not exceed Rs. 700/—

Thirty one rupees and fifty paise

Where it exceeds Rs. 700/- but does not exceed Rs. 800/

Thirty six rupees

Where it exceeds Rs. 800/- but and does not exceed Rs. 900/-

Forty rupees rupees fifty paise

Where it exceeds Rs. 900/- but does not exceed Rs. 1000/—

Forty five rupees

For every Rs. 500/— or part thereof not excess of Rs. 1000/—

Twenty two rupees and fifty paise

Where it exceeds Rs. 50,000/ — but does not exceed Rs. 90,000/—

Forty nine rupees and fifty paise for every one thousand rupees.

Where it exceeds Rs. 90,000/— but does not exceed Rs. 1,50,000/—

Sixty six rupees and fifty paise for every one thousand rupees

And where it exceeds Rs. 1,50,000/—

Eighty two rupees and fifty paise for every one thousand rupees

Provided that where the “instrument” or the conveyance is in respect of an Industrial Loan, certified as such by the Director of

Industries, Nagaland the stamp duty shall be half of the above rate.

Description of Instrument

Proper Stamp Duty

Exemptions

Assignment of copyright under the Indian Copyright Act, 1957.

CO-PARTNERSHIP-DEED —

See Partnership (No. 46)

23. COPY OR EXTRACT

Certified to be true copy or extract by or order of any public officer and not chargeable under the law for the time being in force relating to court-fees : —

- (i) if the original was not chargeable with duty with which it was chargeable does not exceed one rupee;
- (ii) In any other case not falling within the provisions of section 6- A.

Two rupees and fifty paise

Four rupees and ninety five paise

Exemptions

- (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 any public purpose.
 - (b) Copy of, or extract from any register relating to births, baptisms, namings, dedications, marriages, divorces, deaths or burials.
24. COUNTERPART OR DUPLICATE of any instrument chargeable with duty and in respect of which the proper duty has been paid : —
- (a) if the duty with which the original instrument is chargeable does not exceed two rupees;
 - (b) in any other case not falling within the provisions of section 6-A

The same duty as is payable on the original.

Four rupees and ninety five paise

Exemptions

Counterpart of any lease granted to a cultivator when such lease is exempted from duty

25. Customs Bond

- (a) where the amount does not exceed Rs. 1,000/—
- (b) In any other case

The same duty as a Board (No. 15) for such amount
Thirty three rupees Forty Paise

26. DELIVERY ORDER IN RESPECT OF GOODS, that is to

say, any instrument entitling any person therein named, or his assigns the holder thereof, to the delivery of any goods lying in any 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 property therein, when such goods exceed in value twenty rupees.

DEPOSIT OF TITLE DEEDS :—

See Agreement relating to Deposit of Title Deeds, Pawn or Pledge (No. 6)

DISSOLUTION OF PARTNERSHIP,
See Partnership (No. 46)

29. Divorce — Instrument of, that is to say, any instrument by which any person effects the dissolution of his marriage.

DOWER — Instrument of, see Settlement. (No. 58)

Sixteen rupees and fifty paise.

DUPLICATE — See Counterpart (No. 25).

1. EXCHANGE OF PROPERTY,
Instrument of

Sixteen rupees and fifty paise.

The same duty as a Conveyance (No 23) for a consideration equal to the value of the property of greatest value as set forth in such instrument

EXTRACT — See Copy (No. 24)

32. FURTHER CHARGE — Instrument of, that is to say, any instrument imposing a further charge on mortgaged property —

- (a) When the original mortgage is one of the description referred to in clause (a) of Article 40

The same duty as a Conveyance (No. 23) for consideration equal to the

(that is with possession);

further charge secured by such instrument.

- (b) when such mortgage is one of the description referred to in clause (b) of Article No.40 (that is with — Out procession) —
- (i) if at time the of execution of the instrument of further charge possession of the property is given or agreed to be given under such instrument;

The same duty as a Conveyance(No.23)for a consideration equal to the total amount of the charge (including the original mortgaged and any further charge already made), less the duty already paid on such original mortgage any further charge.

- (ii) if possession is not so given.

The same duty as a bond (No. 15) for the amount of the further charge secured by such Instrument.

33. GIFT—Instrument of not being a Settlement (No.58) or will or Transfer (No. 62)

The same duty as a Conveyance (No.23) for a consideration equal to the value of the property **as set** forth in such instrument.

HIRNG AGREEMENT, or agreement for service, See Agreement (No. 5)

The same duty as a Security Bond (No.57) for the same amount.

34. INDEMNITY BOND INSPECTORSHIP DEED, See Composition Deed (No.22)

35. LEASE, including an underlease and any agreement to let or sublet —

- (a) where by such lease the rent is fixed and no premium is paid or delivered —
- (i) where the lease purports to be for a term of less than one year;

The same duty as Bond (No,15) for the whole amount payable or deliverable under such lease

- (ii.) where the lease purports to be for a term of not less than one

The same duty, as a Bond (No. 15) for the amount

<p>year but not more than five years;</p>	<p>or value of the average annual rent reserved.</p>
<p>(iii) where the lease purports to be for a term exceeding five years and not exceeding ten years;</p>	<p>The same duty as a Conveyance (No. 23) for a consideration equal to the amount or value of the average annual rent reserved.</p>
<p>(iv) where the lease purports to be for a term exceeding ten years, but not exceeding twenty years;</p>	<p>The same duty as a conveyance (No. 23) for a consideration equal to twice the amount or value of the average annual rent reserved.</p>
<p>(v) where the lease purports to be for a term exceeding twenty years; but not exceeding thirty years</p>	<p>The same duty as a Conveyance (No.23) for a consideration equal to three times the amount or value of the average annuals rent reserved.</p>
<p>(vi) where the lease purports to be for a term exceeding thirty years, but not exceed one hundred years;</p>	<p>The same duty as a Conveyance (No. 23) for a consideration equal to four times the amount or value of the average annual rent reserved.</p>
<p>(vii) where the lease purports to be for a term exceeding one hundred years or in perpetuity;</p>	<p>The same duty as a Conveyance (No. 23) for a consideration equal in the case of a lease granted solely for agricultural purposes to one-tenth and in any other case to one sixth of the whole amount of rents which would he paid or delivered in respect of the first fifty years of the lease.</p>
<p>(viii) where the lease does not purport to be for any definite term;</p>	<p>The same duty as a Conveyance(No.23)for a consideration equal to three</p>

times the amount or value of the average annual rent which would be paid or delivered for the first ten years if the lease continued so long.

(b) where the lease is granted for a fine or premium or for money advanced and where no rent is reserved;

The same duty as a Conveyance (No. 23) for a consideration equal to the amount or value of such fine or premium or advance as set forth in the lease.

(c) where the lease is granted for a fine or premium, or for money advanced, in addition to rent reserved,

The same duty as a Conveyance (No. 23) for a consideration equal to the amount or value of such fine or premium, or advance as set forth in the lease in addition to the duty which would have been payable on such lease if, no fine or premium or advance had been paid or delivered.:

Provided that in any case when an agreement to lease is stamped with the ad valorem stamp required for a lease and a lease in pursuance of such agreement is subsequently executed, the duty on such lease shall not exceed one rupee and thirty paise.

Exemption

Lease executed in the case of a cultivator and for the purpose of cultivation (including a lease of trees for the production of food or drink), without the payment or delivery of any fine or premium, when a definite term is expressed and such term does not exceed one year, or when the average annual rent reserved does **not exceed** one hundred **rupees**. In this exemption a lease for the purposes of cultivation shall include a lease of lands for cultivation together with homestead or tank.

EXPLANATION—

When a lessee undertakes to pay any recurring charge, such as Government revenue the landlord's share of cases, or the owner's share of municipal rates of taxes which is by law recoverable from the lessor, the amount so agreed to be paid by the lessee shall be deemed to be part of the rent.

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| 36. | LETTER OF ALLOTMENT OF SHARES , in any company or proposed company, or in respect of any loan to be raised by any company or proposed company . See also CERTIFICATE or other document (No. 19). | Forty-five paise |
| 38. | Letter of License, that is to say, any and agreement between a debtor and his creditors that the latter shall, for a specified time suspend their claims and allow the debtor to carry on business at his own discretion. | Thirty-three rupees eighty paise. |
| 39. | MEMORANDUM OR ASSOCIATION OF A COMPANY :— | |
| (a) | if accompanied by articles of association under Section 26 of the Companies Act, 1956; | Ninety-nine rupees. |
| (b) | if not so accompanied — | |
| (i) | where the nominal share capital does not exceed One lakh of rupees; | Two hundred forty seven rupees and fifty paise. |
| (ii) | where the nominal share capital exceeds one lakh of rupees. | Four hundred twelve rupees and fifty paise. |

Exemption

Memorandum of any association not formed for profit and registered under Section 25 of the Companies Act 1965.

40. MORTGAGE DEED, not being an Agreement relating to Deposit of Title-deeds, Pawn or Pledge (No. Bottomry Bond (No. 16). Mortgage of a Crop (No. 41) Respondentia Bond (No. 56), or Security Bond (No. 57)—

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| (a) when possession of the property or any part of the property comprised in such deed is given | The same duty as a Conveyance (No. 23) for a consideration equal to the |
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by the mortgagor or agreed to he given;

amount secured by such deed.

- (b) when possession of the property comprised in such deed is not given by the mortgagor nor agreed to he given;

The same duty as a Bond (No. 15) for the amount secured by such deed.

EXPLANATION :—A mortgagee a who gives to the mortgaged a power-of-attorney to collect rents or a lease of the property mortgaged or part thereof is deemed to give possession within the meaning of this article;

- (c) (i) when a collateral or auxiliary or additional or substituted security, or by way of further assurance for the above mentioned purpose where the principal or primary security is duly stamped for every sum secured not exceeding Rs. 1,000

Two rupees and fifty paise.

- (ii) and for every Rs. 1,000 or part thereof secured in excess of Rupees 1,000'

Three rupees.

Exemptions

- (1) Instruments executed by persons taking advances under the Land Improvement Loans Act, 1883, or the Agriculturists' Loans Act, 1884, or by their sureties as security for the repayment of such advance.
(2) Letter of hypothecation accompanying a bill of exchange..

41. MORTGAGE OF A CROP,; including any instrument evidencing an agreement to secure the repayment of a loan made upon any mortgage of a crop, whether the crop is or is not in existence at the time of the mortgage.

- (a) when the loan is repayable not more than three months from the date of the instrument —for every sum secured not exceeding Rs. 200; and for every Rs. 200,

Forty-five paise

or part thereof secured in excess of Rs. 200.

- (b) when the loan is repayable more than three months, but not more than eighteen months from the date of instrument —
for every sum secured not exceeding Rs. 100; and
for every Rs. 100, or part thereof secured in excess of Rs 100. Sixty paise.
Seventy paise.
Seventy paise.
42. **NOTARIAL ACT, that is to say**, any instrument, endorsement, note, attestation, certificate, or entry not, being a PROTEST (No. 50 made or signed by a Notary Public in the execution of the duties of his office or by any other person lawfully acting as a Notary Public. See also Protest of Bill or Note (No. 50). Four rupees and ninety five paise.
43. NOTE OR MEMORANDUM, sent by a Broker or Agent to his principal intimating the purchase or sale on account of such principal—
(a) of any goods exceeding in value twenty rupees; Eighty paise.
(h) of any stock or marketable security exceeding in value twenty rupees. Ninety paise for every Rs. 5,000 or part thereof of the value of the stock as security subject to a maximum of forty-nine rupees and fifty paise.
44. NOTE OF PROTEST BY THE MASTER OF A SHIP —
See also Protest by the Master of a Ship (No. 51)
ORDER FOR THE PAYMENT OF MONEY See Bill of exchange (No. 13). Three rupees and thirty paise.
45. PARTITION—Instrument of (as defined by section 2 (15)). The same duty as a Bond (No. 15) for the amount of the value of the separated share or shares of the property.
N.B. —. The largest share remaining after the property is partitioned (or if there are two or more

shares of equal value and not smaller than any of the other share, then one of such equal shares) shall be deemed to be that from

which the other shares are separated;

Provided always that —

(a) when an instrument of partition containing an agreement to divide property in severalty is executed and a partition is effected in pursuance of such agreement, the duty chargeable upon the instrument effecting such partition shall be reduced by the amount of duty paid in respect of the first instrument, but shall not be less than. Two rupees and twenty paise.

(b) where land is held on settlement for a period not exceeding thirty years and paying the full assessment the value for the purpose of duty shall be calculated at not more than five times the annual revenue;

(c) where a final order for effecting a partition passed by any Revenue authority or any Civil Court, or an award by an arbitrator directing a partition, is stamped with the stamp required for an instrument of partition and an instrument of partition in pursuance of such order or award is subsequently executed the duty on such instrument shall not exceed three rupees and thirty paise.

46. PARTNERSHIP —

A. Instrument of—

The same duty as Bond
(No. 15)

(a) where the capital of the partnership does not exceed Rs. 1,000.

Sixty-six rupees

(b) in any other case

Thirty-three rupees.

B. Dissolution of— PAWN OR PLEDGE—See

Agreement relating to deposit of Title deed, PAWN or pledge
(No. 6)

48. POWER OF-ATTORNEY-(as defined by Section 2 (21) 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;

Two rupees and fifty paise

(b) when required in suits or proceedings under the presidency Small Cause Court Act. 1882;

Two rupees and fifty paise,

(c) when authorizing one person or more to act in a single transaction other than the case mentioned in CI (a)

Five rupees

(d) when authorizing not more than five persons to act jointly and severally in more than one transaction or generally;

Twenty-four rupees and seventy—five paise

(e) when authorizing more than five but

- not more- than ten persons to act jointly and severally in more than one transaction or generally;
- (f) when given for considerationn and aauthorizing the attorney to sell any immovable property;
- (g) in any other case.

Explanation—For the purposes of the Article more persons than one when belonging to the same firm shall be deemed to be one person.

Forty-nine rupees and fifty paise.

The same duty as a Conveyance (No. 23) for the amount of the consideration.

Five rupees for each person authorised.

NB. :— The term “Registration” includes every operation incidental to registration under the Indian Registration Act 1980.

50. PROTEST OF BILL OR NOTE, that is to say, any, declaration in writing made by a Notary Public or other persons lawfully acting as such, attesting the dishonour of a bill exchange or promissory note.

Five rupees.

51. PROTEST BY THE MASTER OF A SHIP, that is to say, any declaration of the particulars of her voyage drawn up by him with a view to the adjustment of losses or the calculation of averages, and every declaration in writing made by him against the characters or consignees 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.

Five rupees

See also Note of Protest by the Master of a ship (No. 44)

4. RECOVERY OF MORTGAGED PROPERTY

(a) If the consideration for which the property was mortgaged does not exceed Rs. 1,000;

The same duty as a Conveyance (No. 23) for the amount of such consideration as set forth in the recovery.

(h) in any other case.

Forty-nine rupees and fifty paise.

5. RELEASE, that is to say any instrument (not being such a release as is provided for by Section 23-A), whereby a person renounces a claim upon another person or against any specified property.

(a) if the amount or value of the claim does not exceed Rs. 1,000;

(b) in any other case.

The same duty as a Bond (No. 15) for such amount or value as set forth in the release.

Twenty four rupees seventy five paise.

6. RESPONDENTIA BOND, that is to say, any instrument securing a loan on the cargo laden or to be laden on board a ship and making repayment contingent on the arrival of the cargo at the port of destination.

The same duty as a Bond (No. 15) for the amount of the loan secured.

REVOCAION OF ANY TRUST ON SETTLEMENT—

See Settlement (No. 58) Trust (No. 64)

57. SECURITY BOND OR MORTGAGE DEED, executed by way

of security for the due execution of an office, or to account for money or other property received by virtue thereof, or executed by a surety to secure the due performance of a contract —

(a) when the amount secured does not exceed Rs. 1,000.

(b) in any other case.

the same duty as a Bond (No. 15) for the amount secured.

Twenty-four rupees and seventy-five paise.

Exemptions

Bond or other instrument, when executed—

- (a) by headmen nominated under rules framed in accordance with the Bengal Irrigation Act, 1876, Section 99, for the due performance of their duties under that Act;
- (b) by any person for the purpose of guaranteeing that the local income derived from private subscriptions to a charitable dispensary or hospital, or any other object of public utility, shall not be less than a specified sum per mensem;
- (c) under No. 3-A of the rules made by the Government of Bombay in Council, under Section 70 of the Bombay Irrigation Act, 1872;
- (d) executed by persons taking advances under the Land Improvement Loans Act, 1883, or the Agriculturists Loans Act, 1884, or by their sureties, as security for the repayment of such advances;

- (e) executed by officers of Govt. or their sureties to secure the due executions of an office, or the due accounting for money or other properly received by virtue thereof.

58. SETTLEMENT —

A. Instrument of (including a deed of power)

The same duty as a Conveyance (No. 23) for a sum equal to the amount or value of the property settled as set forth in such settlement

Provided that where an agreement to settle is stamp required for an instrument of settlement, and an instrument of settlement in pursuance of such agreement is subsequently executed, the duty on such instrument shall not exceed one rupee and ninety-five paise.

Exemptions

- (a) Deed of dower executed on the occasion of a marriage between Muhamadans

- (h) Hludassa, that is to say, any settlement of immovable property executed by a Buddhist in Burma for a religious purpose in which no value has been specified and on which duty of Rs. 10 has been paid.

B. Revocation of—

- The same duty as a Conveyance (No. 23) for a sum equal to the amount or value of the property concerned, as set forth in the instrument of Revocation, but not exceeding forty one rupees and twenty paise.

See also Trust (No. 64)

59. SHARE WARRANTS, to hearer issued under the Companies Act, 1956

one-and-a-half times the duty payable on a Conveyance (No. 23) for a consideration equal to the nominal amount of the share specified in the Warrant.

Exemptions

Share warrant when issued by a Company in pursuance of the Companies Act, 1956, Section 144, to have effect only upon payment, as composition for that duty, to the Collector of Stamp revenue of—

- (a) one-and-a-half per centum of the whole subscribed capital of the Company
OR
(h) if any company which has paid the said duty or composition in full, subsequently issues and

addition to its subscribed capital one-and-a-half per centum of the additional capital so is sued.

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| 60. | SHIPPING ORDER, for or relating to the conveyance of goods on board of any vessel. | Forty paise. |
| 61. | SURRENDER OF LEASE—
(a) When the duty with which the lease is chargeable does not exceed seven rupees fifty paise;
(b) in any other case; | The duty with which such lease is chargeable. -

Twenty-four rupees and Seventy-five paise. |
| 63. | TRANSFER OF LEASE, by way of assignment, and not by way of underlease. | The same duty as a Conveyance (No. 23) for a consideration equal to the amount of the consideration for transfer |

Exemption

Transfer of any lease from duty.

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| 64. TRUST— | - |
| A. DECLARATION OF—or concerning any property when made by any writing not being a will, | The same duty as a Bond (No. 15) for a sum equal to the amount or value of the property concerned. as set forth in the instrument, but not exceeding forty-one rupees and twenty-five paise. |
| B. REVOCATION OF—or concerning any property when made by any instrument other than will, | The same duty as a Bond (No. 15) for a sum equal to the amount or value of the property concerned. as set forth in the instrument, but not exceeding forty-one rupees and twenty-five paise. |

See also Settlement (No. 58)

VALUATION — See Appraisalment (No. 8)

