

KEY NOTE ON THE STAMP DUTY AS APPLICABLE TO DELHI

The object of Indian Stamp Act read with schedule -1A (as applicable to NCT of Delhi), is to secure revenue for the state : (a) by taxing on the execution of certain instruments as explained in the Act and chargeability as per rate of duty mentioned in the schedule-1A of the Act, (b) to penalize any unduly or insufficient stamped instrument as inadmissible in the evidence and also to impose penalty by impounding of instrument, imposing penalty which may extend to 10 times of the value of the duty evaded and by prosecuting the defaulter for evasion of stamp duty. The Act is fiscal statue intended to secure revenue for the government and as such is to be construed to give effect to the intention of the legislature expressed in the Act.

Salient features of the various instruments alongwith stamp duty payable, registrability under the Indian Registration Act and model form of some of the instruments are appended below :-.

Description of instrument	Stamp Duty Payable	Entry Number of the Articles as per Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899	Registrability (as per Indian Registration Act)	Format
<p>"ACKNOWLEDGEMENT- of a 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 banker’s Pass Book) or on a separate piece of paper when such book or paper is left in the creditors possession.</p> <p>PROVIDED that such acknowledgement does not contain any promise to pay the debt or any stipulation to pay interest or</p>	One rupee	1	No	<p>ACKNOWLEDGEMENT OF DEBT</p> <p>BY</p> <p>Sh., S/o, R/o (Debtor)</p> <p>IN FAVOUR OF</p> <p>Sh., S/o, R/o (Creditor)</p> <p>Date:</p> <p>Principal : _____ (Currency and Amount)</p> <p>Interest : _____ (at the rate of __%)</p>

<p>to deliver any goods or other property." (As per Entry/ Article 1 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p><i>Comments: An acknowledgement is an official written statement which declares that one party owes money to the other. This article would apply only if the acknowledgement is given in order to supply evidence of a debt.</i></p>				<p>WHEREAS, pursuant to our (meeting/agreement) dated _____, in respect of _____, terms of which are fully incorporated in the separate document and deemed a part hereof, Sh. the creditor has extended the requested credit to us. Accordingly, in consideration thereof and other good and valuable consideration, Sh. (the creditor) has remitted as per our instructions the sum of Rs. _____ (Currency & Amount)</p> <p>We hereby expressly acknowledge our liability for the purpose of Section 18 of the Indian Limitation Act, 1963, in terms of the aforesaid undertaking and any security created therefore.</p> <p>IN WITNESS WHEREOF, the party hereunder has duly executed this Acknowledgement of Debt on the date first written above.</p> <p>(The individual signing below certifies that he is duly authorised to execute this instrument on behalf of M/s. _____, and by order of its Board of Directors.)</p> <p>SIGNED by/on behalf of debtor at _____ on _____.</p> <p>as witnesses</p>
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<p>"ADMINISTRATION BOND- This also includes a bond given u/s 6 of the Govt. Saving Bank Act, 1873, or sections 291, 375 and 376 of the Indian Succession Act, 1925.</p> <p>(a) Where the amount does not exceed Rs.1000.</p> <p>(b) In any other case: ("As per Entry/ Article 2 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : An administration bond is a bond seeking assurance that the executant and/or its surety if any, to comply with the directions and/or conditions issued by a court on granting probate or letters of administration in respect of the estate of a deceased. It may also be directed by the court of a Guardian Judge while appointing a person guardian of the estate of a minor or a person of unsound mind, to execute a bond to ensure compliance of directions or conditions imposed by the court.</p>	<p>(a) 2%</p> <p>(b) One hundred rupees.</p>	2	No	<p style="text-align: center;">MODEL FORMS OF ADMINISTRATION BOND WITH SURETY (UNDER THE INDIAN SUCCESSION ACT)</p> <p>Know all men by these presence that We, Sh. _____, S/o _____ R/o _____ (hereinafter called the executor)</p> <p style="text-align: center;">AND</p> <p>Sh. _____ S/o _____, R/o _____ (hereinafter called the surety)</p> <p>Do hereby bind ourselves jointly and severally to the court of Sh. _____ for payment to him or his successor in office, of the sum of Rs. _____/-</p> <p>Whereas by an order of the Court of Mr. _____, made on the day of _____ by which the said Mr. _____ (executor) has been appointed administrator of the estate of deceased Sh. _____, subject to the condition that said executor enter into a bond of Rs. _____/- with a surety for the same amount for the due collection, getting in and administration of the estate of the deceased.</p> <p>And whereas the said Mr. _____ (executor) has agreed to enter into the above mentioned bond and the said Sh. _____ (surety) has agreed to enter into bond as surety.</p> <p>NOW THIS BOND WITNESSES AS UNDER: Now the condition of the above written bond is that if the said Mr. _____ (executor) do and shall within a period of _____ from the date of granting of the letter of administration of the estate of _____ deceased, or such further time as the Court may grant, exhibit in the said Court of Sh. _____ an inventory, complete in all respect, containing a full and true estimate of the estate of the deceased, and all credits and also all debts owing by any person to which the executor is entitled as administrator, and do and shall, within _____ from the date of the said grant, or such further time, as the said court may appoint, exhibit an account of the estate of the said deceased showing the assets which have come to his hands and the manner in which they have been applied or disposed of, and do and shall just and true administration, credits and estate according to law, and shall deliver and pay to such person or persons, as shall be lawfully entitled thereto, all the rest and residue</p>
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				<p>of the property, credits and estate which shall be found remaining upon the said administration account, then the above written bond shall stand void but otherwise it shall remain in full force.</p> <p>And this bond witnesseth further that the surety above named extend assurance of the conditions of this bond to be fulfilled by the executor/administrator of the estate and in case of default the surety shall be duty bound to pay to the above said court the sum assured of Rs. _____</p> <p>We the above noted parties have signed this bond on this _____ day of _____ at _____ after fully understanding the contents of this bond in the presence of the following witnesses.</p> <p>Witnesses :</p> <p>1.</p> <p>2.</p> <p>Signature & Address of the Administrator/Executant</p> <p>Signature & Address of the Surety</p>
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<p>"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. "(As per Entry/ Article 3 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : A document recording adoption of a minor is known as adoption deed. It is essential to officially transfer custody and responsibility of a minor to a major. An adoption of a Hindu by or to a Hindu is governed by Hindu Adoption and Maintenance Act by which certain conditions under section 7, 8, 9 and 11 are mandatory to meet for a valid adoption.</p>	Fifty rupees.	3	Optional	<p style="text-align: center;">DEED OF ADOPTION</p> <p>This Deed of Adoption executed by</p> <p>(a) Mr. _____ S/o _____, _____(Religion) aged about _____years and residing at _____,</p> <p>(b) Ms._____, Wife/ Daughter of _____, _____ (Religion) aged about _____years and residing at _____ (hereinafter called the adoptive father/ adoptive mother/ adoptive parents as the case may be), the party of the first part.</p> <p style="text-align: center;">AND</p> <p>(a) Mr. _____ Son of _____, _____(Religion) aged about _____years and residing at _____,</p> <p>(b) Ms._____, Wife/ Daughter of _____, _____ (Religion) aged about _____years and residing at _____ (hereinafter called the biological father/ biological mother/ biological parents as the case may be), the parties of the second part</p> <p>WHEREAS the parties of the first part desires to adopt a son/ daughter (as the case may be)</p> <p>AND WHEREAS the parties of the second part have agreed to give their male/ female child in adoption to the parties of the first part.</p> <p>NOW THIS DEED WITNESSES that the said biological/ natural parents did before a family and gathering of friends and relations at _____ give his son/ daughter named _____, aged _____ years (born on _____ at _____) recorded vide registration number _____ in the records of the office of Registrar, Birth and Death (copy of the Birth Certificate enclosed) to the said adoptive parents who did before the same gathering take the said son/ daughter in adoption as their adoptive son/ daughter on the day _____ of _____ (date of ceremony).</p> <p>AND that the adoptive son/ daughter by the said adoption determines and severs all his/ her rights and liabilities in the family of his/ her biological/ natural parents, but retains</p>
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				<p>his/ her rights and obligations in any property which may have already vested in him/ her and acquires all the rights and liabilities of a natural born son/ daughter in the family of his/ her adoptive parents.</p> <p>IT IS FURTHER DECLARED that Ms._____ W/o the adoptive father was duly consulted before the adoption was made and that she consented to the same and in token of such consent, she has also affixed her signature hereunto.</p> <p>IT IS FURTHER DECLARED that Ms._____ W/o the natural father was duly consulted before the adoption was made and that she consented to the same and in token of such consent, she has also affixed her signature hereunto.</p> <p>IN WITNESS WHEREOF the said Mr.____, the adoptive father and the said Mr.____, the natural father and the said Ms.____, the wife of the adoptive father and the said Ms./ Smt.____, the natural mother of the child in adoption and/ wife of the natural father have hereunto set their respective hands before the said gathering present, two of whom have at the request of the parties and in their presence signed as witnesses the day and the year first hereinabove mentioned.</p> <p>Witnesses:-</p> <p>1.</p> <p>2.</p> <p>Adoptive Father</p> <p>Wife of Adoptive Father (Parties of the first part)</p> <p>Natural Father</p> <p>Natural Mother (Parties of the second part)</p>
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<p>"AFFIDAVIT- including an affirmation or Declaration in the case of persons by law allowed to affirm or declare instead of Swearing.</p> <p>Exemptions Affidavit or declaration in writing when made:</p> <p>(a) As a condition of enrolment under the Army Act, 1950, or Air Force Act, 1950;</p> <p>(b) For the immediate purpose of being filed or used in any court or before the officer of any court; or</p> <p>(c) For the sole purpose of enabling any person to receive any pension or charitable allowance." (As per Entry/ Article 4 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : An affidavit is a written statement of facts, sworn to and signed by a deponent before a notary public or a Executive Magistrate or some other authority having the power to witness an oath.</p>	Ten rupees	4	No	<p>AFFIDAVIT</p> <p>I, _____ (Name) son/ daughter/ wife of _____, resident of _____ (address), do hereby solemnly affirm and declare as under:-</p> <p>1- That _____. 2- _____. 3- _____.</p> <p>DEPONENT</p> <p>VERIFICATION:- Verified that the above contents of this affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therein. Verified at _____ on _____</p> <p>DEPONENT</p>
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<p>"AGREEMENT OR MEMORANDUM OF AN AGREEMENT- (a) If relating to the sale of a bill of exchange;</p> <p>(b) If relating to the sale of a Government Security or share in an incorporated company or other body corporate.</p> <p>(c) If not otherwise provided for;</p> <p>EXEMPTIONS</p> <p>Agreement or memorandum of agreement:-</p> <p>(a) For or relation to the sale of goods or merchandise exclusively, not being a Note or Memorandum chargeable under No. 43;</p> <p>(b) Made in the form of tenders to the Central Govt. for or relating to any loan." (As per Entry/ Article 5 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : A memorandum of agreement (MOA) is a document written between parties to cooperate on an agreed upon project or meet an agreed objective. The purpose of an MOA is to have a written understanding of the agreement between parties.</p>	<p>(a) One rupee for every Rs.10,000 or part thereof</p> <p>(b) One rupee for every Rs.10,000 or part thereof of the value of the security or share subject to maximum of Rs.1,000.</p> <p>(c) Fifty rupees.</p>	5	No	<p>MEMORANDUM OF AGREEMENT (MOA)</p> <p>THIS AGREEMENT is executed on this ____ day of ____ month____year at____(place).</p> <p>BETWEEN</p> <p>Mr./ Ms.____S/o____, R/o____ (hereinafter called the parties of the first part which expression shall include his/ her/ their assignees, legal heirs, successors and representative so authorised specifically)</p> <p>AND</p> <p>Mr./ Ms.____S/o____, R/o____ (hereinafter called the parties of the second part which expression shall include his/ her/ their assignees, legal heirs, successors and representative so authorised specifically)</p> <p>Whereas (describe the background and the context in which the MOA/ Agreement is proposed)</p> <p>Hence This Agreement between the parties subject to the terms and conditions set forth hereunder :</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and the year first hereinabove written.</p> <p>Sd./- (Parties of the First Part)</p> <p>Sd./- (Parties of the Second Part)</p>
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<p>Agreement Relating To Deposit of Title Deed, Pawn or Pledge ; that is to say, any Instrument evidencing an agreement relating to -</p> <p>(1) The deposit of title-deeds or instrument constituting or being evidence of the title to any property whatever (other than a marketable security), or,</p> <p>(2) The pawn or pledge of moveable 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:-</p> <p>(a) If such loan or debt is repayable on demand or more than three months from the date of the instrument evidencing the agreement:-</p> <p>(b) If such loan or debt is repayable not more than three months from the date of such instrument.</p> <p>EXEMPTION</p> <p>Instrument of pawn or pledge of goods if unattested" (As per Entry/ Article 6 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p>	<p>0.5 per cent of the amount secured by such deed. Subject to a maximum of fifty thousand rupees.</p> <p>Half the duty payable under sub-clause (a).</p>	6	Yes	<p>MEMORANDUM OF MORTGAGE BY DEPOSIT OF TITLE DEEDS</p> <p>This Memorandum is made and executed on this day of the month of, of the year</p> <p>BETWEEN</p> <p>Sh., S/o, R/o (hereby referred to as mortgager)</p> <p>AND</p> <p>Mr./M/s., (hereby referred to as mortgagee)</p> <p>Whereas the mortgagee has extended a loan/advance of Rs. to the mortgagor on of the month of of the year payable on demand with interest @ from the date of payment of loan.</p> <p>And whereas the mortgagor as the beneficial owner of the property comprise in the schedule–A described below, has deposited with the mortgagee the original title deeds of the said property, which is more particularly described in schedule-B appended below, with intent to create security thereon for repayment to the mortgagee the above said principal sum of Rs. with interest agreed.</p> <p>The said mortgagor do hereby undertake that as and when required by the said mortgagee, he shall be duty bound to execute and register at the cost of the said mortgagee, a deed of mortgage, in such forms and covenants as desired by the mortgagee.</p> <p>Schedule-A (Description of the property)</p> <p>.....</p> <p>.....</p> <p>.....</p>
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<p>Comments : An agreement whereby the property pledged/pawned/title deed of a property are deposited with a view to secure payment of debt. Delivery of property, which is mandatory for a pawn or pledge may be actual or constructive. Where an agreement evidencing the deposit of title deed entitle the lender to sell the property in case of default in the payment of debt within the period agreed, the document is chargeable as a mortgage deed as per article 40 and not under this article no.6.</p>				<div>Schedule-B (Description of the Title Deeds deposited) </div> <div>Signature of the mortgagor</div> <div>Witnesses : 1. 2.</div> <div>*****</div> <div>MEMORANDUM OF PLEDGE</div> <div>Mr./M/s. S/o R/o (pledge)</div> <div>Take notice that the articles specified in the schedule appended below, which I , S/o , R/o (pledgor) have on this day of the month of the year deposited with you, are to be held as a security for the repayment of Rs. which is lent by you and which is repayable within a period of with interest @</div> <div>Take further notice that in case of default in the payment of the above said loan/advance within interest, you the above said pledgee shall be entitled to sell the articles pledged, at my risk and account and shall be further entitled to adjust out of the proceeds of such sale all cost, incidental charges, expenses and also to appropriate the amount of loan/advance due with interest upto date and to pay the balance if any to the pledgor. In case of any short fall the pledgor shall remain duty bound to make good such balance/short fall if any with interest at aforesaid rate.</div>
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				<div>THE SCHEDULE OF THE ARTICLES PLEDGED</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>Witnesses :</div> <div>1.</div> <div>2.</div> <div>Signature (Pledgor)</div>
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<p>"APPOINTMENT IN EXECUTION OF A POWER- whether of trustees or of property, moveable or immoveable, where made by any writing not being a will." As per Entry/ Article 7 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p> <p><i>Comments : An appointment in execution of power is execution of an instrument conferring right or an interest of a property to a particular person by which such person is entitled to dispose of such property or interest thereof to a particular of person.</i></p>	One hundred rupees.	7	Optional	<p style="text-align: center;">APPOINTMENT IN EXECUTION OF POWER</p> <p>Know All Men By THESE PRESENTS that I, S/o, R/o, do hereby constitute and appoint my attorney in the following manner :-</p> <p>WHEREAS I am going to be out of _____ for a long time. I wish to appoint fit and proper persons to look after my affairs in my absence.</p> <p>AND WHEREAS Sh., S/o, R/o , is a person of trust and know all my affairs and is capable of handling the same.</p> <p>I therefore, desire to appoint the above said Sh. to act as my Attorney and to look after my affairs.</p> <p>AND WHEREAS Sh. has consented to act as my Attorney (hereinafter referred to as the "said Attorney").</p> <p>NOW KNOW ALL AND THESE PRESENTS WITNESS that I, the abovenamed _____, do hereby appoint, nominate and constitute Sh., to be my true and lawful Attorney, jointly or severally in my name and on my behalf and to do and execute all or any of the following acts, deeds, things, that is to say:-</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>Until the attorney is withdrawn in writing and my above said attorney is discharged.</p> <p>I HEREBY AGREE that all acts deeds and things lawfully done by the said Attorney whether jointly or severally shall be construed as acts, deeds and things done by me. I hereby undertake to ratify and confirm all and whatever act of the said Attorney done by virtue of the powers hereby given. I hereby confirm that any person relying upon this Power of Attorney shall be protected by the representation made herein and the authorities given by me to the said Attorney.</p>
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				<p>IN WITNESS WHEREOF, I _____, hereunto set and subscribed my hand and signature at _____ this _____ day of _____, _____.</p> <p>SIGNED AND DELIVERED BY THE EXECUTANT</p> <p>_____</p> <p>in the presence of :-</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Explained and identified by me to the above said attorney whose specimen signature appended below duly attested by the executants.</p> <p>SPECIMEN SIGNATURE OF THE ATTORNEY</p> <p>.....</p> <p>Attested by the signature of the executants</p> <p>.....</p>
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<p>"APPRAISEMENT OR VALUATION- made otherwise than under an order of the Court in the course of a suit:-</p> <p>(a) Where the amount does not exceed Rs.1000.</p> <p>(b) In any other case</p> <p>Exemptions</p> <p>(a) Appraisement of valuation made for the information of one party only, and not being in any manner obligatory between parties either by agreement or operation in law.</p> <p>(b) Appraisement of crops for the purpose of ascertaining the amount to be given to a landlord as rent.("As per Entry/ Article 8 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p><i>Comments: Appraisement is an estimate of value, as for sale, assessment, or taxation; valuation.</i></p>	<p>2% (of such amount).</p> <p>Fifty rupees.</p>	<p>8</p>	<p>No</p>	
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<p>"APPRENTICESHIP DEED, 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, not being ARTICLES OF CLERKSHIP (No. 11)</p> <p>EXEMPTION</p> <p>Instrument of apprenticeship executed by a Magistrate under the Apprentices Act, 1950, or by which a person is apprenticed by, or at the change of, any public charity." As per Entry/ Article 9 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p>	Ten rupees.	9	No	<p>APPRENTICESHIP DEED</p> <p>THIS APPRENTICESHIP DEED, made the ____ day of ____, 20__</p> <p>BETWEEN</p> <p>Sh. ____ S/o ____ aged ____ years (hereinafter called the MASTER), of the first part,</p> <p>AND</p> <p>Sh. ____ S/o ____ aged ____ years (hereinafter called the FATHER), of the second part,</p> <p>AND</p> <p>Sh. ____ S/o ____ aged ____ years (hereinafter called the APPRENTICE), of the third part, witnesses as follows:</p> <p>1. The APPRENTICE, of his own free will and accord and with the knowledge and consent of the father, hereby agrees to be bound as a good and regular apprentice to the MASTER in the trade of ____ and to serve the MASTER for a term of ____ years from the date hereof.</p> <p>2. As consideration for imparting technical knowledge and education to the APPRENTICE, the FATHER of the APPRENTICE has paid to the MASTER a sum of Rs.____/- as premium (the receipt of which the MASTER hereby acknowledges).</p> <p>3. THE MASTER HEREBY AGREES with the FATHER and the APPRENTICE jointly and severally as follows:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p> <p>(e) _____</p>
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				<p>4. THE FATHER HEREBY AGREES with the MASTER as follows:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p> <p>(e) _____</p> <p>5. AND THIS DEED FURTHER WITNESSES and the FATHER and the APPRENTICE jointly and severally agree with the MASTER as follows:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>6. PROVIDED, however, and not withstanding anything herein before contained, it is hereby further agreed by and between the parties as follows:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>IN WITNESS WHEREOF, the parties hereto have executed these presents on the day, month and year first above written. Signed, sealed and delivered by</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p>"ARTICLES OF ASSOCIATION OF COMPANY (a) When the authorized capital of the company does not exceed one lac</p> <p>(b) In other cases Exemption Articles of any Association not formed for profit and registered under section 25 of the Companies Act, 1956." (As per Entry/ Article 10 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p><i>Comments : A document that specifies the regulations for a company's operations. The articles of association lays out how tasks are to be accomplished within the organization, including the process for appointing directors and how financial records will be handled.</i></p> <p><i>The stamp duty is chargeable on the instrument of Articles of Associations executed by the promoters at the time of formation of a company, on the value of authorised share capital mentioned therein. The duty is chargeable to every further (amended) Article of Association whenever the share capital is increased (as per amendment of 2012). The monetary ceiling of stamp duty is applicable each time the instrument of Article of</i></p>	<p>0.15% of the Authorized share capital 0.15% of the Authorized share capital with a monetary ceiling of rupees twenty-five lakhs. 0.15% of the increase in Authorized share capital with a monetary ceiling of rupees twenty-five lakhs]</p>	<p>10</p>	<p>No</p>	<p>FORM OF ARTICLES OF ASSOCIATION OF A (PRIVATE) COMPANY LIMITED BY SHARE</p> <p>M/s.</p> <p>.....</p> <p>Incorporated under the Companies Act</p> <p>The provisions of Table __ in the __ Schedule of the Companies Act, shall apply to this company so far as not expressly provided otherwise in these articles.</p> <ol style="list-style-type: none"> 1. Interpretation 2. Private Company Limited by share 3. Share Capital of the Company 4. General meeting of the company 5. Allotment of Shares by the company 6. Transfer and Transmission of Shares by the company 7. Directors & Managing Directors of the company 8. Rotation of Directors 9. Disqualification of Directors 10. Board of Directors (constitution meeting, power, proceeding etc.) 11. Financial records and audit of the accounts 12. Winding up of the company <p>We, the several persons whose names, addresses and descriptions are subscribed hereto, are desirous of being formed into a ____ company in pursuance of the Memorandum of Association and we are respectively agreeable to take the number of shares in the capital of the Company set opposite to our respective names.</p> <p>Dated the ____ day of ___, 20__.</p>
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Association came into existence and executed.				
"ARTICLES OF CLERKSHIP or contract whereby any person first becomes bound to serve as a clerk in order to his admission as an attorney in any High Court. "(As per Entry/ Article 11 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).	Four hundred rupees	11	No	<p align="center">CONTRACT OF ARTICLES OF CLERKSHIP</p> <p align="center">in terms of the</p> <p>This Articles of Clerkship made and entered into at ____ on this __ day of ____ 20 __</p> <p align="center">BETWEEN</p> <p>Sh., S/o, R/o (hereinafter referred to as the principal)</p> <p align="center">AND</p> <p>Sh., S/o, R/o, (hereinafter referred to as the candidate attorney) in terms of which:</p> <p>1. the candidate attorney binds him/herself and undertakes –</p> <p>1.1 to serve the principal diligently, honestly, properly and confidentially in his/her profession as an attorney in the _____ for _____ consecutive years from the date hereof;</p> <p>1.2 to execute at all times all lawful instructions given to him/her by the principal or any of his/her partners or any person placed in authority over the candidate attorney by the principal or any of his/her partners;</p> <p>1.3 not to absent him/herself from his/her employment by the principal without the principal's consent;</p> <p>1.4 not to engage in any business whatsoever other than that of the candidate attorney without the written consent of his/her principal and the ____;</p> <p>2. the principal undertakes that –</p> <p>2.1 he/she will use his/her best efforts to teach and instruct the candidate attorney in the practice and profession of the attorney;</p> <p>2.2 provided that the candidate attorney has served his/her period of articles properly and is in his/her principal's opinion a fit and proper person for admission, he/she will use his/her best efforts to procure the admission of the candidate attorney as an attorney of the _____ of the _____;</p> <p>3. should the principal discontinue his/her practice in the _____ he/she shall not thereafter be bound by these articles but shall, if requested by the candidate attorney, cede these articles to another practising attorney.</p> <p>4. should the candidate attorney –</p> <p>4.1 not serve his/her period of articles properly in terms of these articles;</p> <p>4.2 commit a breach of any of these articles; or</p>

				<p>4.3 be guilty of any misconduct, then the principal will be entitled to –</p> <p>4.3.1 cancel these articles; and</p> <p>4.3.2 dismiss the candidate attorney from his/her employment.</p> <p>In witness whereof the parties have hereunto set their hands at _____</p> <p>on the day, month and year aforementioned, in the presence of the undersigned witnesses.</p> <p>As witnesses:</p> <p>1 _____</p> <p>2. _____</p> <p style="text-align: right;">Sd/- Principal</p> <p style="text-align: right;">Sd/- Candidate attorney</p> <p style="text-align: right;">Sd/- * Parent or guardian (where the candidate attorney is a minor)</p>
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<p>"AWARD that is to say, any decision in writing by an arbitrator or umpire, 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:-</p> <p>(a) Where the amount or value of the property to which the award relates as set forth in such award, does not exceed Rs.1000,</p> <p>(b) If it exceeds Rs.1000, but does not exceed Rs.5000. And for every additional Rs.1000/- or part thereof in excess of Rs.5000/-" (As per Entry/ Article 12 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : An award is a decision or determination rendered by an arbitrator or arbitrators or other private or extrajudicial deciders, as an alternate dispute resolution forum, other then the court, upon a controversy submitted to them.</p>	<p>(a) 2% of such amount.</p> <p>(b) One rupee for every one thousand rupees or part thereof of the value of the property to which the award relates.</p>	12	Yes	<p>In the matter of the Arbitration and Conciliation Act, 1996 AND In the matter of an Arbitration Agreement dated _____</p> <p>BETWEEN</p> <p>Sh. _____, S/o _____, R/o _____,</p> <p>AND</p> <p>Sh. _____, S/o _____, R/o _____,</p> <p>This is the Award of the Arbitrator made this ____ day of ____.</p> <p>In pursuance of an agreement dated and/or submission in writing dated ____ made between the above-named Sh. _____, S/o _____, R/o _____ and the said Sh. _____, S/o _____, R/o _____ referred to me on ____ for my decision and award on the matters in dispute and difference between them. The dispute was to the effect</p> <p>I entered into the reference, the parties filed their statement of claim, counterstatement and documents, the issues were framed. The parties adduced both documentary and oral evidence and arguments were heard at length.</p> <p>I have considered the statements in the pleadings, examined the documents and the oral evidence given by ____ and _____. I deal with the ____ issues as follows: Issue No.1.</p> <p>_____ Issue No.2.</p> <p>_____</p> <p>I award against ____ and in favour of ____, Rs.____/- as carrying charges and interest at ____% per annum from ____ till payment, for the reasons stated below :-</p>

				<p>.....</p> <p>.....</p> <p>Announced in the presence of the parties on this day</p> <p>Arbitrator</p> <p>A certified copy of the award is supplied to all the parties against acknowledgment.</p> <p>Arbitrator</p>
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BILL OF EXCHANGE as defined by section 2(2) not being a BOND, bank-note or currency note- (a) where payable otherwise than on demand – (i) where payable not more than three months after date or sight – if the amount of the bill or note does not exceed Rs.500; if it exceeds Rs.500 but does not exceed Rs.1,000; and for every additional Rs.1,000 or part thereof in excess of Rs.1,000; (ii) where payable in more than three months but not more than six months after date or sight – if the amount of the bill or note does not exceed Rs.500 if it exceeds Rs.500 but does not exceed Rs.1,000; and for every additional Rs.1,000 or part thereof in excess of Rs.1,000; (iii) where payable in more than six months but not more than nine months after date or sight –	<p>One rupee twenty-five paise</p> <p>Two rupees fifty paise.</p> <p>Two rupees fifty paise.</p> <p>Two rupees fifty paise.</p> <p>Five rupees.</p>	13	No	<div style="text-align: right;">Place:</div> <div style="text-align: right;">Date:</div> <div>Stamp</div> <div>_____ after date pay to me or my order, the sum of Rupees _____</div> <div>only, for value received.</div> <div>Accepted without/with interest</div> <div>(Signed) Drawee</div> <div>To, The Acceptor</div> <div>(Signed) Acceptor</div>

<p>if the amount of the bill or note does not exceed Rs.500; if it exceeds Rs.500 but does not exceed Rs.1,000;</p> <p>and for every additional Rs.1,000 or part thereof in excess of Rs.1,000;</p> <p>(iv) where payable in more than nine months but not more than one year after date or sight –</p> <p>if the amount of the bill or note does not exceed Rs.500;</p> <p>if it exceeds Rs.500 but does not exceed Rs.1,000;</p> <p>and for every additional Rs.1,000 or part thereof in excess of Rs.1,000;</p> <p>(v) where payable in more than one year after date or sight –</p> <p>if the amount of the bill or note does not exceed Rs.500;</p> <p>if it exceeds Rs.500 but does not exceed Rs.1,000;</p> <p>and for every additional Rs.1,000 or part thereof in excess of Rs.1,000;" (As per Entry/ Article 13 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899)</p>	<p>Five rupees.</p> <p>Three rupees seventy-five paise</p> <p>Seven rupees fifty paise.</p> <p>Seven rupees fifty paise.</p> <p>Five rupees.</p> <p>Ten rupees.</p> <p>Ten rupees.</p> <p>Ten rupees.</p> <p>Twenty rupees.</p> <p>Twenty rupees.</p>			
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<p>Comments : A written order to a person requiring them to make a specified payment to the signatory or to a named payee; a promissory note.</p>				
<p>"BILL OF LADING (including a through bill of lading)</p> <p>Exemptions</p> <p>(a) Bill of lading when the goods therein described are received at a place within the limits of any port as defined under the Indian Ports Act, 1889 (10 of 1889), and are to be delivered at another place within the limits of the same port;</p> <p>(d) Bill of lading when executed out of India and relating to property to be delivered in India.(" As per Entry/ Article 14 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : A detailed list of a ship's cargo in the form of a receipt given by the master of the ship to the person consigning the goods.</p>	<p>Two rupees</p> <p>N.B.-If a bill of lading is drawn in parts, the proper stamp therefore must be borne by each one of the set.</p>	14	No	

<p>"BOND as defined by section 2(5) not being a DEBENTURE (No.27) and not being otherwise provide for by this Act or by the court fees Act, 1870 –</p> <p>Exemption</p> <p>Bond when executed by any person for the purpose of guaranteeing that the local income derived from private subscription to a charitable dispensary or hospital or to any other object of public utility shall not be less than a specified sum per mensem." (As per Entry/ Article 15 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>Comments: A bond is an obligation, expressed in writing, to pay a fixed and liquidated sum on the happening or nonoccurrence of a specified condition or event.</p>	<p>2% and 0.5% on bond issued by the local authority.</p>	<p>15</p>	<p>Optional</p>	<p>(See indemnity bond)</p>

<p>"BOTTOMRY BOND that is to say, any instrument whereby the master of a sea-going ship borrow money on a security of the ship to enable him to preserve the ship or persecute her voyage." (As per Entry/ Article 16 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p>	<p>2% of the amount borrowed</p>	<p>16</p>	<p>No</p>	<p style="text-align: center;">BOTTOMRY BOND</p> <p>BY THIS BOND, I, ____, Master of the Ship ____ of the port of ____, official no. ____, am held and firmly bound to ____, in the sum of Rs. ____/-, for which payment will and truly to be made to the said ____, his heirs, executors , administrators and assign, I hereby bind myself, my heirs, executors and administrators firmly by these presents. AND for further security of the said ____, I, the said ____, do by these presents pledge and the said ship and freight, together with her tackle and apparel; AND IT IS HEREBY DECLARED that the said ship and her freight (and cargo) are thus placed for the security of the money advanced to me, and shall not be pledged or mortgaged to any other person until payment of this bond is first made, with the interest that may become due thereon. Sealed with my seal at ____, this ____ day of ____.</p> <p>WHEREAS the above named ship having been compelled to put into the port ____, for repairs and necessities AND WHEREAS the owners of the said ship and her freight, and the shippers and consignees of the cargo on board of her having refused to provide the money required to pay for the said repairs and necessities, the above bound ____ has been compelled to borrow at bottomry and has received from the said ____, the sum of Rs. ____/- which sum is to run at bottomry on the hull and freight of the said ship for the port ____ on a voyage to the port ____ at the rate of ____% for the voyage:</p> <p>Now THE CONDITION of this bond is such that if the above bond ____, his heirs, executors, administrators or assigns, the sum of Rs. ____/- being the principle of the bond, together with the interest which shall become due thereon, within thirty days after the said arrival of the ship at her place of discharge in the port ____, or in case the said ship be lost during the said voyage then and in such an event, this obligation and pledge shall be void and of no effect, otherwise it is to remain in full force and effect. Three bonds of the same tenor and date have been signed, the one of which being accomplished, the others to be void and of no effect.</p> <p>Signed, sealed and delivered at ____, in the presence of :</p>

				Signature of the Master
<p>"CANCELLATION – Instrument of (including any instrument by which any instrument previously executed is cancelled) if attested and not otherwise provided for." (As per Entry/ Article 17 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>Comments : The article applies to unilateral documents executed earlier including power of attorney.</p>	One hundred rupees.	17	Optional	<p>CANCELLATION OF POWER OF ATTORNEY</p> <p>This Deed of Cancellation is executed on this day of the month of, year by Sh., S/o, R/o (hereinafter called the executant)</p> <p>Whereas the executants hereinabove executed a power of attorney on in favour of Sh., S/o, R/o thereby appointing him as his attorney holder to execute various acts, deeds and things an defined in the said instrument.</p> <p>And whereas the said attorney was duly authenticated/registered in the office of the Sub-Registrar vide Document No., Book No., Volume No. at page to</p> <p>And whereas the said attorney holder has been duly discharged in writing by the executant vide letter communicated to him on duly received by him on</p> <p>Now this deed of cancellation of attorney witnesseth that the said attorney stand hereby revoked and cancelled and the attorney duly discharged from all his obligations, and duties conferred earlier upon him.</p> <p>In witness whereof this instrument of cancellation executed and signed on the day, month and year first mentioned hereinabove.</p> <p>Witnesses :</p> <p>EXECUTANT</p> <p>1.</p>

				2.
<p>"CERTIFICATE OF SALE (in respect of each property put up as a separate lot and sold), conveyance duty as to the purchaser of any property sold by public auction by a civil of revenue court, or Collector or other revenue officer." (As per Entry/ Article 18 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p><i>Comments : Certificate of sale is a certificate issued to the winning bidder at a foreclosure sale. It is a document issued by the court at a judicial sale, entitling the purchaser to receive a deed once the court approves the purchase. The stamp duty is payable by the purchaser.</i></p>	<p>The same duty as conveyance vide article no.23 i.e. 3% of the consideration set-forth in the certificate (reduced to 2% in case of women).</p>	18	Yes	<p align="center">CERTIFICATE OF SALE OF IMMOVABLE PROPERTY (Title)</p> <p>This is to certify that _____ has been declared the purchaser at a sale by public auction on the _____ day of _____ 20__, of _____ in execution of decree in this suit, and that the said sale has been duly confirmed by this court.</p> <p>Given under my hand and the seal of the court, this ____ day of ____ 20__.</p>
<p>"CERTIFICATE OR OTHER DOCUMENT evidence the right or title of the holder thereof, or any other person, either to any shares, scrip or stock in or of any incorporated Co. or other body corporate or to become proprietor of shares, scrip or stock in or of any such Company or body. "(As per Entry/ Article 19 of Schedule 1-A (as</p>	<p>One rupee for every one thousand or a part thereof, of the value of the shares, scrip or stock.</p>	19	No	<p align="center">ABC PRIVATE LIMITED (Incorporated under the Companies Act –2013) Registered office : _____,</p> <p align="center">SHARE CERTIFICATE</p> <p>This is to certify that the person(s) named this Certificate is/are the Registered Holder(s) of the within-mentioned Share(s) bearing the distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and that the amount endorsed hereon has been paid up on each such shares. EQUITY SHARES EACH OF Rs. 10 Amount Paid up per share Rs.10 Regd. Folio No. _____ Certi. No. _____</p>

<p>applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : A written document i.e. certificate of share which is an official verification that a person named therein is entitled to as owner of defined shares/stock, issued by a body corporate / incorporated company.</p>				<p>Name of the shareholder :</p> <p>No of shares: (_____ Only)</p> <p>Distinctive No. From To</p> <p>Given under the Common Seal of the Company this Chairman Director Secretary/ Authorised Signatory</p> <p>Note : No transfer of any of the Share(s) comprised in this Certificate will be registered unless accompanied by this Certificate.</p>
<p>"CHARTER 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 purpose of the charter, whether it includes a penalty clause or not." (As per Entry/ Article 20 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>Comments : A written, or partly written and partly printed, contract between a shipowner and a merchant, by which a ship is let or hired for the conveyance of goods on a specified voyage, or for a defined period.</p>	Fifty rupees.	20	No	
<p>"CHIT AGREEMENT is agreement relating to a chit as defined in clause (2) of section 2 of the Madras Chit as defined in clause (2) of section 2 of the Madras Chit Fund Act, 1961 as extended to the Union Territory of Delhi, if either such agreement is</p>	Five rupees.	20A.	No	

<p>executed or the chit is conducted in the Union Territory of Delhi." (As per Entry/ Article 20A of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : The document containing the articles of agreement between the foreman and the subscribers relating to the chit group.</p>				
<p>"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 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." (As per Entry/ Article 22 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>Comments : An agreement embodying the terms of a composition between a debtor and his creditors.</p>	One hundred rupees.	22	No	<p>COMPOSITION DEED WITH CREDITORS FOR PAYMENT IN INSTALLMENT BY THE DEBTOR AND GUARANTOR</p> <p>This Deed of Composition is made on this ____ day of ____</p> <p>BETWEEN</p> <p>Sh._____, S/o Sh_____, R/o_____ (hereinafter called "the Debtor" which expression shall unless contrary to the context include his successors, legal representative and assigns) of the first part;</p> <p>AND</p> <p>Sh._____, S/o Sh_____, R/o_____ (hereinafter called "the Trustee" which expression shall unless contrary to the context include his successors, legal representative and assigns) of the second part;</p> <p>AND</p> <p>Sh._____, S/o Sh_____, R/o_____ (hereinafter called "the Guarantor" which expression shall unless contrary to the context include his successors, legal representative and assigns) of the third part,</p>

				<p style="text-align: center;">AND</p> <p>all the various persons, firms and companies, as Creditors of the Debtor, whose names and seal are signed hereunder and affixed and the amount of debt owed to them is given in Annexure A to this document (hereinafter called "the Creditors" which expression shall unless contrary to the context include their successor, legal representative, heirs and assigns as the case may be) of the fourth part:</p> <p>Whereas</p> <p>1. The Debtor is indebted to the Creditors to amounts as given in Annexure A hereto.</p> <p>2. The Debtor is unable to pay the Creditors their debts in full and hence has proposed to pay to the Trustee a sum of Rs. _____ to be distributed among the Creditors in proportion to their debts respectively and that such sum may be received by the Creditors fully discharging their respective debts /claims against the Debtor;</p> <p>3. The Guarantor has consented in joining this deed for guaranteeing the due payment of the said composition.</p> <p>4. The Creditors have consented in accepting the offer of the Debtor and taking the said composition in fully discharging their respective debts and in consideration thereof, to grant to the Debtor the release hereinafter contained.</p> <p>Now This Deed Witnesses as Follows:</p> <p>1. The Debtor and the Guarantor hereby severally and jointly agree with the Trustee and the Creditors and each of them that the Debtor and the Guarantor or any one of them, shall within a period of three months from the date of execution of this deed pay or cause to be paid to the Trustee a sum of Rs. _____ by way of equally quarterly payment. Each shall be paid by the 7th of the month when this payment is due.</p> <p>2. The Trustee in trust shall hold the said sum for the purpose as hereinafter stated.</p> <p>3. The Trustee shall be possessing of the said sum of Rs. _____ on trust to distributing the</p>
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				<p>among the Creditors whose names are set out in Annexure A hereto in proportion to their debts.</p> <p>4. Shall be liable under this deed by virtue of time being allowed or indulgence granted to or by reason of any compromise /composition with the Debtor by the Trustee or the Creditor or any of them.</p> <p>5. The Creditors hereby agree that till the Debtor or the Guarantor pays the quarterly installments in time they shall not bring legal proceedings or action against the Debtor. If this agreement contravened as covenant herein, this deed may be treated as a defense by the Debtor.</p> <p>6. When the debts owed by the Debtor to the Creditors is fully paid, the Trustee shall certify this effect. Per certificate Trustee, the Debtor shall be discharged, released from all action, claim and demand respecting to debts owed by him.</p> <p>7. In the eventuality of the Debtor not paying, caused to be paid to Trustee the said sum of Rs.____, by the fixed time, the release of debts by the Creditors as aforesaid shall be nullity.</p> <p>8. In case the Debtor is adjudged insolvent prior payment of the whole amount, in that case also the release of the said debts herein before contained shall be null and void and ineffective. In this eventuality the Creditors and each of them shall be free to exercise all such rights and remedies that they would have been entitled to, had this deed not been executed. 9. The release herein before contained is only in concerning the Debtor and shall not respect prejudice the rights of the Creditors or any of them against parties other than the Debtor, and the Creditors hereby expressly reserve all the rights and remedies against any such party /parties.</p> <p>9. If any controversies shall emerge regarding any matter or things done under the foregoing enactments or otherwise in relation to this deed the same shall, if the parties do not agree, be referred to the arbitration of Sh._____, S/o Sh._____, R/o _____. The decision of the arbitrator shall be final and binding on the parties.</p> <p>In Witness Whereof, the parties to this deed have scribed signed on the day and year above stated.</p>
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				<p>Witnesses:</p> <ol style="list-style-type: none"> 1. The Debtor 2. The Trustee 3. The Guarantor 4. The Creditors <p>Annexure A hereinabove referred S. No. Name and Address of the Creditor Amount of Debt Due (in Rs.)</p>
<p>"CONVEYANCE as defined by Sec 2(10) not being a transfer charged or exempted under No.62-Exemption Assignment of copy right under the copy right Act, 1957 Sec 18 " (As per Entry/ Article 23 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>Comments : Conveyance includes any instrument by which property, whether moveable or immoveable, or any estate or interest in any property is transferred or vested in any other person. The transaction of transfer by conveyance must be between two jurisdic person or atleast one of the parties is a jurisdic person. Thus transfer by succession or similar devise is excluded from the expression conveyance.</p> <p>Merger of one company into another company as per the Indian Companies Act, is chargeable to</p>	<p>Three percent. Of the consideration amount set forth in the instrument. Further reduced tow percent. In respect of individually / jointly held immovable property by woman / women.</p> <p>Provided that in cases of jointly held immovable property, the reduced rate of stamp duty shall apply only to the share(s) held by woman/women.]</p>	23	Yes	<p>SALE DEED</p> <p>This Deed of Sale is executed at on this day of 20</p> <p>BETWEEN</p> <p>Sh., S/o, R/o (hereinafter called the vendor/seller, which expression shall include his legal heirs, successors, assigns and legal representative)</p> <p>AND</p> <p>Sh., S/o, R/o (hereinafter called the vendee/purchaser, which expression shall include his legal heirs, successors, assigns and legal representative)</p> <p>Whereas the seller is lawfully entitled to and possessed the house bearing no. situated at vide Document No., Book No., Volume No., from page to recorded in the office of Sub-Registrar dated, which property is more particularly described in the schedule appended below as SCHEDULE OF PROPERTY and hereby referred to as property.</p> <p>And whereas the seller by an agreement dated agreed to sell the said property to the purchaser for a total consideration of Rs.</p> <p>Now this deed witnesseth :</p>

<i>duty under this article on the value of the running concern merged with the transferee company.</i>				<p>In pursuance of the said agreement and in consideration of the sum of Rs. paid by the purchaser to the seller/vendor the receipt whereof the seller admits and acknowledges, the said seller does hereby absolute and forever grant, convey, sell, transfer unto and to the use of the said purchaser, free from all encumbrances the property as per the schedule appended below and duly delineated in the colour of the map/plan hereto annexed, which shall be part of this instrument</p> <p>AND the purchaser shall hereafter absolutely and peacefully entitled to, hold, possess and enjoy the said property as an absolute owner, without any interference claim and demand whatsoever from the seller or any claimant through or under him.</p> <p>Further the seller, his heirs, executors, administrators or assigns covenant with the purchaser, his heirs, executors, administrators, or assigns to save harmless indemnify and keep indemnified the purchaser, his heirs, administrators or assigns from all encumbrances and charges.</p> <p>And the seller covenants with the purchaser that he shall at the request and cost of the purchaser do and execute all such lawful acts things and deeds whatsoever, for further and more perfectly conveying the said property.</p> <p style="text-align: center;">SCHEDULE OF PROPERTY</p> <p style="text-align: center;">.....</p> <p>Bounded as :</p> <p>North : South : East : West :</p> <p>In witness whereof the seller and the purchaser hereunto have signed this deed on the day, month and the year first hereinabove mentioned, in the presence of the witnesses.</p> <p>Witnesses :</p>
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				1. 2. <div>Seller</div> <div>Purchaser</div>
<p>"CONVEYANCE IN THE NATURE OF PART PERFORMANCE" (As per Entry/ Article 23A of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p><i>Comments : This article covers an agreement to sell of an immoveable property whereby the possession of the property has been handed over by the owner to the transferee / prospective buyer while the regular conveyance deed not yet executed.</i></p> <p><i>A building contract whereby the owner transfers his land / property to the builder for the purpose of development by construction is covered under this article.</i></p>	Ninety percent. Of the duty as a Conveyance (No.23).	23A.	Yes	<p align="center">AGREEMENT TO SELL</p> <p>This Agreement to Sell & Purchase is executed at on this day of 20</p> <p align="center">BETWEEN</p> <p>Sh., S/o, R/o (hereinafter called the seller, which expression shall include his legal heirs, successors, assigns and legal representative)</p> <p align="center">AND</p> <p>Sh., S/o, R/o (hereinafter called the purchaser, which expression shall include his legal heirs, successors, assigns and legal representative)</p> <p>Whereas the seller is lawfully entitled to and possessed the house bearing no. situated at vide Document No., Book No., Volume No., from page to recorded in the office of Sub-Registrar dated, which property is more particularly described in the schedule appended below as SCHEDULE OF PROPERTY and hereby referred to as property.</p> <p>And whereas the purchaser is intended to purchase and the seller is desirous of disposing the said property by sale,</p> <p>Now this agreement witnesseth as under :-</p>

				<p>1. That the seller shall sell the scheduled property and the purchaser shall purchase the said property against consideration of Rs.</p> <p>2. That the total sale consideration has been paid in full by the purchaser to the seller, which the seller duly admits and acknowledges.</p> <p>3. That the absolute possession of the schedule property has been taken over by the purchaser and the seller is left with no possession of the property or any part thereof</p> <p>4. That this agreement has been entered into on the assurance of the seller that the schedule property is free from all encumbrances charges, liens, mortgage, security and no court case in respect of the said property is pending.</p> <p>5. That the seller shall execute and take steps to register the sale deed in respect of the scheduled property in favour of the purchaser not beyond the (date).</p> <p>6. That in case the purchaser failed to take steps to get the property registered in his name by the date fixed, the seller shall be entitled to forfeit the sum of Rs. from the total consideration received and shall be entitled to seek recovery of possession of the scheduled property after communicating to him in writing the cancellation of this agreement.</p> <p>7. That in case seller failed to execute and register the conveyance deed of the schedule property to the purchaser or to any of the person of his trust as per his desire, as per the agreement, by the date fixed in the agreement, the purchaser shall be entitled to compensation of a sum of Rs. as liquidated damages caused to him, apart from exercising right to seek performance of the contract through the competent court of law.</p> <p>8. That the seller shall seek necessary permission/no objection if any from the competent authorities if so required, well in time before the date of performance as agreed hereinabove in order to perform his part of contract and the purchaser shall wherever so required shall cooperate with him in such manner as would be necessary by executing any such document, letter etc. and appearing before such competent authority. The purchaser however shall be entitled to extend the period of performance of contract in</p>
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				<p>case there is any bonafide delay beyond the control of the seller in seeking such permission/no objection from the competent authority if already applied by the seller.</p> <p>SCHEDULE OF PROPERTY</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Bounded as :</p> <p>North :</p> <p>South :</p> <p>East :</p> <p>West :</p> <p>In witness whereof the parties have signed this agreement on this day, month and year mentioned above in the presence of witnesses.</p> <p>Witnesses : 1. 2.</p> <p>SELLER</p> <p>PURCHASER</p>
<p>"COPY OR EXTRACT certified to be true copy or extract, by or by order of any public officer and not chargeable under law for the time being in force relating to court fees-</p> <p>(i) If the original was not chargeable with duty or if the duty</p>	<p>Ten rupees.</p>	<p>24</p>	<p>No</p>	

<p>with which it was chargeable does not exceed two rupees:</p> <p>(ii) In any other case not falling within the provision of section 6-A</p> <p>Exemptions</p> <p>(a) Copy of any paper, which a public officer is expressly required by law to make or furnish for record in army public office or for any public purpose.</p> <p>(b) Copy of, or extract from any register relating to births, baptisms, naming, dedications, marriages, divorces, deaths or burials." (As per Entry/ Article 24 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	Ten rupees.			
<p>"COUNTERPART OR DUPLICATE of any instrument chargeable with duty in respect of which the proper duty has been paid-</p> <p>(a) if the duty with which the original instrument is chargeable does not exceed two rupees</p> <p>Ten rupees</p>	Ten rupees	25	Yes	

<p>(b) In any other case not falling within the provision of Section 6-A</p> <p>Exemption</p> <p>Counterpart of any lease grant to a cultivator, when such lease is exempted from duty" As per Entry/ Article 25 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p>	Ten rupees.			
<p>"CUSTOM BOND</p> <p>(a) Where the amount does no exceed Rs.1000</p> <p>(b) In any other case " As per Entry/ Article 26 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p>	<p>2% of the amount.</p> <p>One hundred rupees.</p>	26	No	
<p>"DEBENTURE (whether a mortgage debenture or not), being a marketable security transferable –</p> <p>(a) by endorsement or by a separate instrument of transfer –</p> <p>where the amount or value does not exceed Rs.10;</p> <p>where it exceeds Rs.10 and does not exceed Rs.50;</p>	<p>Twenty paise.</p> <p>Forty paise.</p> <p>Seventy-five paise.</p>	27	No	

where it exceeds Rs.50 and does not exceed Rs.100;	One rupee fifty paise.			
where it exceeds Rs.100 and does not exceed Rs.200;	Two rupees twenty – five paise.			
where it exceeds Rs.200 and does not exceed Rs.300;	Three rupees.			
where it exceeds Rs.300 and does not exceed Rs.400;	Three rupees seventy-five paise.			
where it exceeds Rs.400 and does not exceed Rs.500;	Four rupees fifty paise.			
where it exceeds Rs.500 and does not exceed Rs.600;	Five rupees twenty-five paise.			
where it exceeds Rs.600 and does not exceed Rs.700;	Six rupees.			
where it exceeds Rs.700 and does not exceed Rs.800;	Six rupees seventy-five paise.			
where it exceeds Rs.800 and does not exceed Rs.900;	Seven rupees fifty paise.			
where it exceeds Rs.900 and does not exceed Rs.1,000;	Three rupees seventy-five paise.			
and for every Rs. 500 or part thereof in excess of Rs. 1,000.				
(b) by delivery –	Seventy-five paise.			
where the amount or value of the				

consideration for such debenture and set forth therein does not exceed Rs.50;	One rupee fifty paise.			
where it exceeds Rs.50 but does not exceed Rs.100;	Three rupees.			
where it exceeds Rs.100 and does not exceed Rs.200;	Four rupees fifty paise.			
where it exceeds Rs.200 and does not exceed Rs.300;	Six rupees.			
where it exceeds Rs.300 and does not exceed Rs.400;	Seven rupees fifty paise.			
where it exceeds Rs.400 and does not exceed Rs.500;	Nine rupees.			
where it exceeds Rs.500 and does not exceed Rs.600;	Ten rupees fifty paise.			
where it exceeds Rs.600 and does not exceed Rs.700;	Twelve rupees.			
where it exceeds Rs.700 and does not exceed Rs.800;	Thirteen rupees fifty paise.			
where it exceeds Rs.800 and does not exceed Rs.900;	Fifteen rupees.			
where it exceeds Rs.900 and does not exceed Rs.1,000;	Seven rupees fifty paise.			
and for every Rs. 500 or part thereof in excess of Rs. 1,000.				

<p>And for every Rs.500 or part thereof in excess of Rs.1000.</p> <p>Explanation – The term “Debenture” includes any interest coupons attached thereto but the amount of such coupons shall not be included in estimating the duty.</p> <p>Exemption</p> <p>A debenture issued by an incorporated company or other body corporate in terms of registered mortgage-deed, duly stamped in respect of the full amount of debentures to be issued there under, whereby the company or body borrowing makes over, in whole or in part, their property to trustees for the benefit of the debenture holder:</p> <p>Provided that the debenture so issued are expressed to be issued in terms of the said mortgage-deed."</p> <p>As per Entry/ Article 27 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p> <p><i>Comments : A transferrable and marketable security is such security / stock / share / debenture etc. which is capable of transfer / merchantable by sale or which is capable to attract potential buyers.</i></p>				
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<p>"DELIVERY ORDER IN RESPECT OF GOODS that is to say any instrument entitling any person therein named, or his assigns or 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 of transfer of the property therein, when such goods exceed twenty rupees in value. " (As per Entry/ Article 28 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p><i>Comments : It is an instrument in writing authorizing the person named therein to take delivery of goods lying in any dock, port or warehouse.</i></p>	One rupee.	28	No	
<p>"DIVORCE instrument of – that is to say, any instrument by which any person effects the dissolution of his marriage." (As per Entry/ Article 29 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	One hundred rupees.	29	Optional	

<p>"ENTRY AS AN ADVOCATE, VAKIL OR ATTORNEY ON THE ROLL OF THE HIGH COURT.</p> <p>(UNDER THE INDIAN Bar Councils Act, 1926, or in exercise of powers conferred on such Courts by Letters Patent or by the Legal Practitioners Act, 1884)</p> <p>(a) In the case of an Advocate or Vakil</p> <p>(b) In the case of Attorney</p> <p>Exemption</p> <p>Entry of an advocate, vakil or attorney on the roll of the High Court, when he has previously been enrolled in any other High Court." As per Entry/ Article 30 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p>	<p>Five hundred rupees. Five hundred rupees.</p>	<p>30</p>	<p>No</p>	
<p>"EXCHANGE OF PROPERTY Instrument of-" (As per Entry/ Article 31 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p><i>Comments : It applies to both moveable as well as immoveable properties</i></p>	<p>The same duty as Conveyance (No.23) as levied by this Act for a consideration equal to the greatest value of the property as set forth in such instrument.</p>	<p>31</p>	<p>Yes</p>	<p>MODEL FORM OF EXCHANGE DEED</p> <p>This deed of Exchange is executed at _____ on this _____ day of month of the year _____.</p> <p>BETWEEN</p> <p>Sh. _____ S/o _____ R/o _____ No. _____ hereinafter called the PARTY OF THE FIRST PART; (which expression shall include their representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns).</p> <p>AND</p>

				<p>Sh. _____ S/o _____ R/o _____ No. _____ hereinafter called the PARTY OF THE SECOND PART; (which expression shall include their representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns).</p> <p>Whereas, the First Party herein, is the sole and absolute owner of immovable property no. _____, situated at _____ duly recorded vide Document No. _____, Book No. _____, Volume No. _____, at page _____ to _____, at the office of Sub-Registrar _____ dated _____, more fully described in the First Schedule hereunder written and herein after called the FIRST SCHEDULE PROPERTY.</p> <p>And whereas, the Second Party is also the absolute owner of property no. _____. Situated at _____, having acquired the same by sale deed dated _____ from _____ and the said sale deed was registered as Document No. _____, Book No. _____, Volume No. _____, at page _____ to _____ at office of Sub-Registrar _____, more fully described in the Second Schedule hereunder written and herein after called the SECOND SCHEDULE PROPERTY</p> <p>And whereas it has been agreed between the parties hereto to exchange their respective properties viz. First scheduled property written here under unto and to the use of the Second Party in consideration of the Second Scheduled property here under written unto the use of First Party.</p> <p>And whereas the parties here to have now agreed to execute this deed of exchange.</p> <p>NOW THIS DEED WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the party of the Second Part conveying to the party of the First Part, the Second Scheduled property hereunder written and Second Party hereby grant and convey by way of exchange unto the party of the First Part absolutely and forever all that piece and parcels of the property described in the Second Scheduled together with all easements, rights and appurtenances whatsoever of the said Second Scheduled property and all the estate, right, title, interest, use, possession, of the party of the First Part TO HAVE AND TO HOLD the said Second Scheduled property hereby granted and conveyed by way of exchange unto and to the use and benefit of the party hereto of the First Part</p>
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				<p>And this DEED WITNESSETH further that in pursuance of the aforesaid agreement First Party hereby grant and convey by way of exchange unto the party of the Second Part absolutely and forever all that piece and parcels of the property described in the First Scheduled with easements appurtenances whatsoever of the said First Scheduled property and all the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever. TO HAVE AND TO HOLD the said First Scheduled property hereby granted and conveyed by way of exchange unto and to the use and benefit of the party hereto of the Second Part</p> <p>THAT each of the parties of the First and the Second Part mutually covenants with the other that;</p> <p>1. He/She has now in himself, absolute right, full power and absolute authority to grant the scheduled property hereby granted unto and to the use of the other party in manner aforesaid.</p> <p>2. That the other party shall and may at all times hereafter peacefully and quietly enter upon have occupy, possess and enjoy the scheduled property conveyed to him or heirs, or any of them or any persons lawfully or equitably claiming or to claim, by, from, under or in trust for them or any of them.</p> <p>3. The said scheduled property is free from all encumbrances, claim, and attachment of whatsoever in nature.</p> <p>4. Each covenanting party and all the persons having or lawfully claiming any estate or interest whatsoever in the scheduled property is conveyed by him shall and will from time to time and at all times herein after at the request and cost of the other of them do and execute or caused to be done and executed such further and other acts deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly assuring the said land and premises conveyed to him by the other and every part thereof unto and to the use of, the party to whom it is conveyed in the manner aforesaid as by him his heirs, executors, administrators and assigns shall be reasonably require.</p> <p>FIRST SCHEDULE OF PROPERTY</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Bounded as :</p>
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				<div>North : South : East : West :</div> <div>Market value of the property is Rs. The site plan of the schedule property identified in Colour, enclosed shall be part of this covenant.</div> <div>SECOND SCHEDULE OF PROPERTY</div> <div>.....</div> <div>Bounded as :</div> <div>North : South : East : West :</div> <div>Market value of the property is Rs. The site plan of the schedule property identified in Colour, enclosed shall be part of this covenant.</div> <div>IN WITNESS WHEREOF the First Party as well as the Second Party have signed on the day, month and year first herein above written.</div> <div>WITNESSES:</div> <div>1. FIRST PARTY</div>
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				2	SECOND PARTY
<p>"FUTHER CHARGES Instrument of, that is to say, any instrument imposing a further charge on mortgaged property-</p> <p>(a) When the original mortgage is one of the description referred to in clause (a) of Article No.40 that is, without possession;</p> <p>(b) When such mortgage is one of the description referred to in clause (b) of Article No.40 (that is, without possession)-</p> <p>(i) If at the time of execution of the instrument of further charges possession of the property is given or agreed to be given under such instrument;</p> <p>(ii) if possession is not so given"</p>	<p>The same duty as a Conveyance(No.23) for the value equal to the amount of further charge secured by such instrument.</p> <p>The same as duty Conveyance No.23 for a value equal to the total amount of charge (including the original mortgage and any further charge already made) less the duty already paid on such mortgage and further charge.</p> <p>The same duty as a Bond No.15 for the amount of the further charge by such</p>	32	Yes		

<p>(As per Entry/ Article 32 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : Higher duty is made chargeable where possession is given in pursuance of the instruments of further charge</p>	<p>instrument, subject to a maximum of rupees two lakhs.</p>			
<p>"GIFT - Instrument of, not being a settlement (No.58), or will or transfer (No. 62)</p> <p>Comments : Gift is absolute transfer of property moveable or immoveable without consideration and generally out of love and affection.</p>	<p>The same duty as Conveyance (no.23) on the value of property.</p> <p>(stamp duty is chargeable on the ad-valorum value of the property as per the minimum circle rate notified from time to time)</p>	33	Yes	<p>MODEL FORM OF GIFT DEED</p> <p>This deed of Gift is executed at on ____ day of month _____ of year _____</p> <p>BY</p> <p>Sh., s/o, r/o, (herein after called the DONOR).</p> <p>IN FAVOUR OF</p> <p>Sh., s/o, r/o, (herein after called the DONEE).</p> <p>Whereas, the term Donor and Donee unless repugnant to the context shall mean and include their representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns.</p> <p>And whereas, the Donor herein, is the sole and absolute owner of immovable property bearing No. situated at fully described in the schedule hereunder written and herein after called the schedule property.</p> <p>And whereas, the Donor is the absolute owner, having acquired the property, by registered Document No., Book No., Volume No. at page no. to dated at office of Sub-Registrar and Donor has been in possession and enjoyment of the schedule property, as sole and absolute owner thereof.</p>

				<p>And whereas the Donee is related to the Donor as _____ (or) not related to but very near to his heart (strike off which ever not applicable).</p> <p>And whereas the Donor desires to grant the said land and premises fully described in the schedule written hereunder and hereinafter referred as scheduled property to the Donee as gift in consideration of natural love and affection.</p> <p>NOW THIS DEED WITNESSETH that the Donor, without any monitory consideration and in consideration of natural love and affection which the Donor bears to the Donee, hereby grant, convey and transfer by way of gift, the scheduled property to the Donor TO HAVE</p> <p>AND TO HOLD the same unto the use of the Donee absolutely.</p> <p>And whereas the Donor hereby covenant with the Donee;</p> <p>(a) That the Donor now has in himself, absolute right, full power, and absolute authority to grant the said scheduled property hereby granted as gift in the manner aforesaid.</p> <p>(b) The Donee may at all times herein after peacefully and quietly enter upon, take possession of the scheduled property and enjoy the said scheduled property absolutely to the entire exclusion of the others as owner.</p> <p style="text-align: center;">SCHEDULE OF GIFTED PROPERTY</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">.....</p> <p>Bounded as :</p> <p>North :</p> <p>South :</p> <p>East :</p> <p>West :</p> <p>Market value of the property is Rs.</p>
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				<p>The site plan of the schedule property identified in Colour, enclosed shall be part of this covenant.</p> <p>IN WITNESS WHEREOF the Donor as well as the Donee (by way of acceptance of the said gift) have put their respective hands the day and year first herein above written in the presence of the following witnesses.</p> <p>witnesses :</p> <p>1.</p> <p>2.</p> <p style="text-align: right;">DONOR</p> <p style="text-align: right;">DONEE</p>
<p>"INDEMNITY BOND (As per Entry/ Article 34 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p><i>Comments : Indemnity bond is a contract in which the executant described as indemnifier assures and promises the other party from any possible claim, loss / damages caused to him by the conduct of the indemnifier or any other person. This may be with or without surety.</i></p>	The same duty as Security Bond (No.57) for the same amount.	34	No	<p style="text-align: center;">MODEL FORM OF INDEMNITY BOND WITH SURETY</p> <p>THIS INDEMNITY BOND, is executed at on this ____, day of ____ 20__.</p> <p style="text-align: center;">BY</p> <p>Shri _____, S/o _____, aged about ____, R/o _____ (hereinafter called the party of the first part/INDEMNIFIER which expression shall include his legal heir, assignee, successor etc.)</p> <p style="text-align: center;">IN FAVOUR OF</p> <p>Shri _____, S/o _____, aged about ____, R/o _____ (hereinafter called the party of the second part/ BENEFICIARY which expression shall include his legal heir, assignee, successor etc.)</p> <p>WHEREAS, the party of the first part by virtue of ____ (describe the instrument if any) has extended assurance as regard _____ to the party of the second part.</p> <p>AND WHEREAS in the event of failure on the part of the party of the first part as regards</p>

				<p>the assurance extended, the party of the second part may incur loss and/or damages in respect of _____.</p> <p>HENCE this Indemnity Bond, executed by the party of the first part, indemnifying the party of the second part, to the effect, that in case any loss or damage occurred to the party of the second part on account of any failure on the part of the first part in the event of failure to fulfill any of the obligations incurred by the party of the first part, to the extent of such loss or damages, the party of the first part shall indemnify and bound to restore such loss or damages to the party of the second part.</p> <p>IN WITNESS WHEREOF, this indemnity bond executed on the day, month and year hereinabove mentioned.</p> <p style="text-align: right;">Sd/- (Executant/ Indemnifier)</p> <p style="text-align: center;">SURETY</p> <p>WHEREAS the executant hereinabove has incurred liability to indemnify to the extent of possible loss / damages caused if any to the afore-said beneficiary in the event as described hereinabove.</p> <p>NOW BY THIS BOND, I _____, S/o _____, R/o _____ do hereby jointly and severally held myself liable and bind unto the aforesaid beneficiary, Shri _____ to the extent of the sum of Rs. _____ /-, in the event the aforesaid indemnifier failed to fulfill any of the conditions of this Indemnity Bond.</p> <p style="text-align: right;">SURETY</p>
<p>"LEASE including an under – lease or sub-lease and any agreement to let or sub-let-</p> <p>(a) Whereby such lease the rent is fixed and no premium is paid or</p>		35	Yes/Optional	<p style="text-align: center;">MODEL FORM OF LEASE/RENT AGREEMENT</p> <p>This deed of Lease/Rent Agreement is made and executed at Delhi on this day of</p> <p style="text-align: center;">BETWEEN</p>

delivered-				Sh., S/o, R/o (hereinafter called the party of the First Part/Landlord/Lessor).
(i) Where the lease purports to be for a term of less than one year;	The same duty as a Bond (No.15) for the whole amount payable or deliverable under such lease.			AND
(ii) Where the lease purports to be for a term of not less than one year, but not more than five years;	The same duty as a Bond (No.15) for the amount or value of the average annual rent received.			Sh., S/o, R/o (hereinafter called the party of the Second Part/Tenant/Lessee).
(iii) Where the lease purports to be for a term exceeding five years, but not exceeding ten years;	The same duty as a Conveyance (No.23) as levied by this Act, for a consideration equal to the amount or value of the average annual rent received.			Whereas the first Party is the absolute Owner and in Physical Possession of property bearing no. situated at
(iv) Where the lease purports to be for a term exceeding ten years but not exceeding twenty years;	The same duty as a Conveyance(No.23) as levied by this Act, for a consideration equal to twice the amount or value of the average annual rent received.			And whereas on the request of the Second Party, the first party has agreed to let out the property more particularly described in the schedule appended below on monthly rent of Rs. for a total lease period of commencing from to for the purposes only to the Second Party.
(v) Where the lease purports to be for a term exceeding twenty years but not exceeding thirty years;	The same duty as a Conveyance (No.23) as levied by this Act, for a consideration			And whereas the Second Party has agreed to deposit a security of Rs. with the first party/landlord, on the condition that said security amount will be refundable at the time of vacation of said tenanted property without any interest.
				NOW THIS RENT AGREEMENT WITNESSETH AS UNDER :
				1. That the Second Party shall pay to the first party a monthly Rent of Rs., Excluding Electricity charges to be paid in advance by the 1 st day of each English Calendar month.
				2. That the Second party has deposited a sum of Rs. as security amount with the first party, which amount will be refunded without interest after expiry or determination of the agreement.
				3. The Tenant/2 nd Party has taken the above said property on rent for purposes and will not use it for any other purpose.
				4. That the first party has inspected the tenanted Premises, its fittings and fixtures, including Electricity Meter and Furniture fitting and found them in good working condition. The second party shall be responsible to restore them in the same

<p>(vi) Where the lease purports to be for a term exceeding 100 years</p>	<p>equal to three times the amount or value of the average annual rent received.</p> <p>The same duty as a Conveyance (No.23) as levied by this Act, for a consideration equal to four times the amount or value of the average or value of the average annual rent received.</p>			<p>conditions at the time of vacating and surrendering the possession of the said Premises.</p> <p>5. That after expiry of the tenancy period this agreement shall come to an end and second Party shall vacate and surrender peaceful, physical Possession of the property to the party of the first Part.</p>
<p>(vii) Where the lease purports to be for a term exceeding 100 years or in perpetuity</p>	<p>The same duty as Conveyance (No.23).</p>			<p>6. This Lease Agreement may be renewed at the sole option and discretion of the first party, subject to such increase of rent and on such terms and conditions that may be mutually agreed between first party and Second party. However if further renewal is not granted, the second party shall vacate the said Premises upon the expiry of the lease period of this Agreement.</p>
<p>(viii) Where the lease does not purport to be for any definite term;</p>	<p>The same duty as Conveyance (No.23) as levied by this Act, for a consideration equal to three 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.</p>			<p>7. That the second Party shall not be permitted to make any structural alteration, additions or any kind of Permanent construction in the said tenanted premises without written consent of the first party /Landlord.</p> <p>8. That the second Party shall not sublet, assign or part with the possession of whole or part of the said tenanted Premises in any Circumstances.</p> <p>9. That the 2nd Party/Tenant will comply with the local Laws prevalent in respect of this said tenanted premises.</p>
<p>(b) Where lease is granted for all line or premium or for money advanced</p>	<p>The same duty as Conveyance (No.23) as levied by this Act,</p>			<p>10. That the second Party shall permit the first party and his/her agent to enter upon the said tenanted premises on any day during the time of sunrise and sunset for inspection of the premises. However, in case of Urgent necessity, inspection may be carried out by the first party or his/her agent even during night hours.</p> <p>11. That the Second party shall be liable to carry out all minor repairs in the said Premises at his own Cost. However major repairs, if required shall be carried out by the first party.</p> <p>12. That all expenditures and charges towards stamp duty and registration of this instrument shall be payable by the party of the second part/tenant.</p> <p>13. That in case of default on the part of the lessee/tenant in vacating and handing over the peaceful possession of the schedule property on the expiry of the lease</p>

<p>and where no rent is reserved.</p> <p>(c) where the lease is granted for a line or premium or for money advanced, in addition to rent reserved.</p> <p>Exemption</p> <p>Lease, executed in the case of a cultivator and for the purposes 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.</p>	<p>for a consideration equal to the amount or value of such fine or premium or advance as set forth in the lease.</p> <p>The same duty as a Conveyance (No.23) as levied by this Act, for a consideration equal to the amount or value or 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.</p>			<p>period or on determination of the lease at any time prior to the period of lease by a notice in writing, the party of the second part shall be liable to damages @ Rs. per day from the date of such default till peaceful and vacant possession of the property is restored to the party of the first part.</p> <p>14. Only the court at shall have the jurisdiction to try and entertain any dispute/ differences between the parties arising out of this agreement..</p> <p>SCHEDULE OF PROPERTY</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>In witnesses whereof both Parties have signed this Lease/Rent agreement on the date month and year first above mentioned.</p> <p>WITNESSES:</p> <p>1. FIRST PARTY/LANDLORD/LESSOR</p> <p>2. SECOND PARTY/TENANT/LESSEE</p>
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In this exemption a lease for the purposes of cultivation shall include a lease of lands for cultivation together with a homestead or tank.

Explanation:

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

(As per Entry/ Article 35 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)

Comments : Lease includes every instruments by which a person agrees to let or takes or agrees to take immoveable property to or from another. A lease is transfer of right to enjoy such property for a defined period or in perpetuity, in consideration of an amount agreed payable in cash or kind or services periodically to the transferor by the transferee.

"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. " (As per Entry/ Article 36 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)	One rupee.	36	No	<p>Date:</p> <p>To, <Name of Shareholder> <Address></p> <p>Sub: Allotment of Shares</p> <p>Dear Sir/ Madam,</p> <p>We would be pleased to inform you that as per the scheme of As per the scheme of you will be allotted shares of the company.</p> <p>We would request you to forward your demat account details to the company so as to credit the shares in your demat account.</p> <p>For Ltd.</p>

				Managing Director
" LETTER OF CREDIT that is to say any instrument by which one person authorizes another to give credit to the person in whose favour it is drawn" (As per Entry/ Article 37 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)	Two rupees.	37	No	
<p>"LETTER OF LICENSE that is to say, any 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." (As per Entry/ Article 38 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>Comments : License is a permission/privilege granted to a licensee to do permissible act, generally business activities, on an immoveable property belonging to the licensor with the intention that no interest in the property is passed</p>	One hundred rupees.	38	No	<p align="center">MODEL FORM OF A LICENSE AGREEMENT</p> <p>This License Agreement is made and executed on this day of month of the year</p> <p align="center">BETWEEN</p> <p>Sh., s/o, r/o, (hereinafter called the licensor, which expression shall include his successor, assignee, administrator, legal heirs etc.)</p> <p align="center">AND</p> <p>Sh., s/o, r/o, (hereinafter called the licensee, which expression shall include his successor, assignee, administrator, legal heirs etc.)</p> <p>Whereas the licensee is indebted to the licensor a sum of Rs. duly acknowledged vide acknowledgment of debt dated which debt the licensee failed to repay despite expiry of the debt period as agreed between the parties and against which the</p>

<p><i>to the licensee. Per contra a lease creates an interest which passes to the lessee. One of the test of lease is exclusive possession of property in favour of the lessee.</i></p> <p><i>This article is applicable in case of an agreement between a debtor and his creditor in which the creditor agreed to suspend his claims and allowed the debtor to carry the business at his discretion.</i></p>				<p>licensor is entitled to take action as per law including attachment and sale of the properties of the licensee.</p> <p>And whereas the licensee has sought extension of further time to facilitate to repay the arrears of loan/advances with interest which has been granted by the licensor and has agreed to suspend all his claims and to permit the debtor to carry on the business.</p> <p>And whereas the licensor is the owner of land with building bearing no., situated at consisting of Floors partly occupied by and</p> <p>And whereas a part of the above said property measuring is lying vacant.</p> <p>And whereas the licensee has approached the licensor and desire to use the part measuring in the said property no. at floor which privilege and permission the licensor has agreed to accord to the licensee for a limited purpose, object and period without transferring any interest in the said property or any part thereof.</p> <p>Now this license deed witnesseth :</p> <p>1. The licensor hereby agreed for a period of to allow the licensee on license basis to use the area measuring at floor in the property no. situated at more particularly described and identified in the colour of the map/plan enclosed which shall be part of the covenant hereby described as the demised and licensed property.</p> <p>2. The licensee and his employee shall use the said licensed property exclusively for the purpose of and for no other purpose for the fixed time starting at in the morning and ending at in the evening.</p> <p>3. That the possession of the licensed property shall remain with the licensor through his employees who shall be entitled to lock the licensed property and the other part of the building also after the scheduled time as per the direction and desire of the licensor.</p>
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				<p>4. The licensor shall be responsible to carry out all necessary repair and maintenance of the license premises to make it habitable and useable as a dwelling place fit for human being.</p> <p>5. The licensee shall pay to the licensor a sum of Rs. as licensee fee as user charges per month exclusive of electricity and water charges which shall be payable as per actual use.</p> <p>6. The licensee agrees to remove all his belongings including equipment furniture etc. on the expiry of the license period or at any time earlier if determined so by the licensor by notifying through notice in writing.</p> <p>7. The licensee undertakes not to cause any damage or defacement of the licensed premises and shall not carry out any repair addition or alteration or cause any nuisance / annoyance to the neighbours / tenants / licensor or shall not store any hazardous goods or materials which may endanger the life and property.</p> <p>8. On breach of any terms of this agreement, the licensor shall be entitled to terminate the license on giving written notice of 7 days and the licensee shall thereafter vacate the licensed portion by removing all of his belonging.</p> <p style="text-align: center;">SCHEDULE OF PROPERTY</p> <p style="text-align: center;">.....</p> <p>In witnesses whereof, the parties have signed this deed of license in the presence of witnesses on the day, month and year mentioned hereinabove.</p> <p>Witnesses :</p> <p>1.</p> <p>2.</p> <p style="text-align: right;">LICENSOR</p>
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				LICENSEE
<p>"MEMORANDUM OF ASSOCIATION OF A COMPANY-</p> <p>(a) If accompanied by articles of association under section 26, 27 and 28 of the Companies Act, 1956</p> <p>(b) If not so accompanied Exemption Memorandum of any association not formed for profit and registered under section 25 of the Companies Act, 1956." As per Entry/ Article 39 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p>	<p>Two hundred rupees.</p> <p>Five hundred rupees.</p>	39	No	
<p>"MORTGAGE DEED not being an agreement relating to Deposit the Title Deeds, Pawn or Pledge (No. 6), Bottomry Bond (No.16), Mortgage of a Crop (No. 14) Respondentia Bond (No. 56) or Security Bond (No. 57)-</p> <p>(a) When possession of the property or any part of the property comprised in such deed is given by the mortgagor or agreed to be given-</p>	<p>Same duty as Conveyance Deed No.23 i.e. 3% or 2% in case of female. With a monetary ceiling of Rs.2 lacs.</p> <p>Two rupees.</p>	40	Yes	<p>MODEL FORM OF MORTGAGE DEED</p> <p>This deed of mortgage is made and executed on this day of the month of, of the year</p> <p>BETWEEN</p> <p>Sh., S/o, R/o (hereby referred to as mortgager)</p> <p>AND</p> <p>Mr./M/s., (hereby referred to as mortgagee),</p> <p>Whereas the mortgagor is the absolute owner of the property bearing no. situated at more specifically described in the scheduled appended below, which property the mortgagor acquired by registered instrument recorded vide</p>

<p>(b) when possession is not given or agreed to be given as aforesaid;</p> <p>EXPLANATION: A mortgagor who gives to the mortgage 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 articles.</p> <p>(c) When a collateral or auxiliary or additional or substituted security, or by way of further assurance for the above mentioned purposes where the principal or primary security is duly stamped- For every sum secured not exceeding Rs.1000/- or part thereof</p> <p>And for every Rs.1000 or part thereof secured in excess of Rs.1000/-</p> <p>EXEMPTION</p> <p>1. Instruments, executed by person taking advances under the Land Improvement Loans Act, 1883, or the Agriculturists Loan Act, 1884 or by their sureties as Security for the repayment of such advances.</p> <p>2. Letter of hypothecation accompanying a bill of exchange." (As per Entry/ Article 40 of Schedule</p>	<p>Two rupees per thousand or part thereof.</p>		<p>document no. book no. volume no. at page to registered at the office of the Sub-Registrar dated</p> <p>And whereas the mortgagee has extended a loan/advance of Rs. to the mortgagor on of the month of of the year payable on demand with interest @ from the date of payment of loan, the receipt whereof the mortgager hereby acknowledges.</p> <p>Now this deed witnesseth :</p> <p>1. That in pursuance of the said agreement and in consideration of the loan advanced as aforestated to the mortgagor by the mortgagee, the mortgagor hereby grant transfer convey assign to the mortgagee all that the above said scheduled property as a security.</p> <p>2. And to have and hold the same absolutely and forever subject to the condition hereby expressly declare namely that if and when the mortgagor shall repay or cause to be repaid the said sum with interest thereon on or before, then the property hereby conveyed shall stand void and shall be of no effect to all intents and purposes.</p> <p>3. And the mortgagee shall at the cost of the mortgagor reconvey and retransfer of the said property and every part thereof as then existing to the mortgagor.</p> <p>4. Provided however, that if the mortgagor shall fail and or neglect to repay the said sum with interest at the said rate on or before the date fixed or any portion thereof the property conveyed hereby shall become absolute and the mortgagee shall be entitled to for close the mortgage and the mortgagee shall be the absolute owner of the property free and discharged from all right of equity of redemption of the mortgager.</p> <p>Schedule (Description of the property)</p> <p>.....</p> <p>In witness whereof, this deed executed on the day month and year first mentioned hereinabove in the presence of the following witnesses.</p>
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<p>1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>Comments : Mortgage is an instrument that conveys the conditional right in respect of an immoveable property by its owner called mortgager to a lender i.e. mortgagee, as a security for a loan / advance payable within a fixed time bound period. In case of default to pay the loan, the lender is entitled to sell the property to recover / appropriate his dues with or without interest as per the agreement.</p>				<p>Signature of the mortgagor</p> <p>Signature of the mortgagee</p> <p>Witnesses :</p> <p>1.</p> <p>2..</p>
<p>"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-</p> <p>(a) When the loan is repayable in not more than three months from the date of the instrument-</p> <p>For every sum secured not exceeding Rs.200;</p>		41	Yes	

<p>And for every Rs.200 or part thereof secured in excess of Rs.200 or part thereof secured in excess of Rs.200 " (As per Entry/ Article 41 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>(b) when the loan is repayable in more than three months, but not more than eighteen months, from date of the instrument.</p> <p>For every sum secured not exceeding Rs.100/-;</p> <p>And for every Rs.100/- or part thereof secured in excess of Rs.100/-</p>	<p>One rupee for rupees two hundred and part thereof.</p> <p>One rupee for rupees two hundred and part thereof.</p> <p>One rupee.</p> <p>One rupee for rupees one hundred and part thereof.</p>			
<p>"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 persons lawfully action as a Notary Public " (As per Entry/ Article 42 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	<p>Five rupees.</p>	<p>42</p>	<p>No</p>	

<p>"NOTE OR MEMORANDUM sent by a Broker or Agent to his Principal intimating the purchase or sale on account of such Principal-</p> <p>(a) Of any goods exceeding a value twenty rupees;</p> <p>(b) Of any stock or marketable security exceeding in value of twenty rupees; " (As per Entry/ Article 43 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	<p>One rupee.</p> <p>One rupee for every Rs.10,000 or part thereof, of the value of security at the time of its purchase or sale, as the case may be.</p>	43	No	
<p>"NOTE OF PROTEST BY THE MASTER OF A SHIP" (As per Entry/ Article 44 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	<p>Ten rupees.</p>	44	No	
<p>"PARTITION instrument of, as defined by section 2(15)" (As per Entry/ Article 45 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>Comments : This article attract whereby co-owners of any property/properties divide or agree to divide such joint property/properties through a written instrument. An</p>	<p>The same duty as Bond (No.15) for the amount of the value of separated share or shares of the property i.e. 2%.</p> <p>N.B.- The largest share remaining after the property is partitioned or, if there are two or</p>	45	Yes, (if the property partitioned is immoveable)	<p>MODEL FORM OF PARTITION DEED</p> <p>THIS DEED OF PARTITION, is made this ____ day of ____, 20__</p> <p>BETWEEN</p> <p>Sh. S/o,, R/o of the first part,</p> <p>AND</p> <p>Sh. S/o,, R/o, of the second part</p> <p>AND</p> <p>Sh. S/o,, R/o, of the third part:</p> <p>WHEREAS Sh. _____ is entitled to an undivided ____ share of and in all the properties described in Schedules 'X' hereto and hereinafter referred to as the said properties.</p>

<p><i>order/decreree of partition passed by a court and/or an award passed by an arbitrator directing partition is also governed by this article. When the property partitioned is immoveable, the instrument is mandatorily registerable document.</i></p>	<p>more shares of equal value and not smaller than any of the other shares than one of such shares shall be deemed to be that from which the other shares are separated: Provided always that-</p> <p>a) When an instrument of partition containing an agreement to divide property in severally 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 ten rupees.</p> <p>b) Where the instrument relates to the partition of agriculture land exclusively the market value for the purpose of duty shall</p>			<p>AND WHEREAS Sh. ____ and Sh. ____ are entitled to an undivided ____ share of and in the said properties.</p> <p>AND WHEREAS for the purpose of partition, and division of the said properties into separate lots in accordance with the respective shares of the parties as aforesaid and for more convenient and exclusive possession and better use, occupation and enjoyment of the divided portions the said Sh. _____, Sh. _____ and Sh. _____ have mutually agreed and decided to have the said properties partitioned by metes and bounds in the manner hereinafter appearing, viz, that the said Sh. ____ shall accept the properties set out in the First Schedule, the said Sh. ____ shall accept the properties in the Second Schedule and the said Sh. ____ shall accept the properties mentioned in the Third Schedule hereto as their exclusive properties in lieu of their respective shares in the joint estate all questions as to accounts and mutual dealings having been waived.</p> <p>AND WHEREAS the said properties were valued by ____ Engineer/ Surveyor.</p> <p>AND WHEREAS on the basis of the report of the said Engineer/ Surveyor the values of the properties in the Schedule are Rs.____/-, Rs.____/- and Rs.____/- respectively.</p> <p>AND WHEREAS for equality of the partition the said ____ and ____ shall each pay to the said ____ a sum of Rs.____/- which shall be a first charge on their respective allotments.</p> <p>NOW THIS DEED WITNESSETH AS FOLLOWS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>Schedule "X"</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>.</p> <p>First Schedule</p> <p>1. _____</p>
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	<p>be calculated at fifty times the annual land revenue.</p> <p>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, and such instrument of partition in pursuance of such order or award is subsequently executed, the duty on such instrument shall not exceed ten rupees.</p>			<p>2. _____ 3. _____</p> <p>Second Schedule</p> <p>1. _____ 2. _____ 3. _____</p> <p>Third Schedule</p> <p>1. _____ 2. _____ 3. _____</p> <p>IN WITNESS WHEREOF the parties hereto have executed these presents in triplicate on the presents on the __ day of the __ month of the year ____.</p> <p>Signed, sealed and delivered by _____, in the presence of :</p> <p>Signed, sealed and delivered by _____, in the presence of :</p> <p>Signed, sealed and delivered by _____, in the presence of :</p>
<p>"PARTNERSHIP A. Instrument of-</p> <p>a) Where the capital of the partnership does not exceed Rs.500</p> <p>b) In any other case</p> <p>B. Dissolution of –</p>	<p>One percent with a ceiling of Rs.200.</p> <p>One percent with a ceiling of Rs.5,000.</p> <p>Two hundred rupees.</p>	46	Optional	<p>MODEL FORM OF DEED OF PARTNERSHIP BETWEEN TWO OR MORE PARTNERS</p> <p>THIS DEED OF PARTNERSHIP is made this ____ day of____, 20__</p> <p>BETWEEN</p> <p>Sh. S/o,, R/o, of the first part,</p> <p>AND</p> <p>Sh. S/o,, R/o of the second part,</p>

<p>Pawn or pledge (“As per Entry/Article 46 of schedule 1A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>				<p style="text-align: center;">AND</p> <p>Sh. S/o,, R/o of the third part.</p> <p>NOW THIS WITNESSETH and the parties hereby agree as follows:</p> <p>1. The parties hereto shall at present and constitute and become partners of the firm _____, subject to the terms hereunder contained subject to such modifications in its constitution or objects clauses as may hereafter be agreed.</p> <p>2. The name of the firm shall, at present be _____ and the objects of the partnership shall, _____, the partners shall enter into engagements on behalf of the firm in the firm’s name only. The said name and the objects may be altered hereafter if so unanimously decided by all the partners then constituting the firm.</p> <p>3. The business of the partnership shall be carried on at _____ or at such other place or places as the partners shall from time to time determine.</p> <p>4. The partners and their survivors will remain partners in the business, from the date of this deed, for a term of _____ years, if they, or any two of them shall so long live but subject to the provision for determination hereinafter contained.</p> <p>5. Any partner may retire from the partnership at the end of _____ years from the date of this deed on giving to the other partners not less than _____ calendar months previous notice in writing, of his intention to do so and at the expiration of such notice the partnership shall, as regards the partner giving such notice, stand dissolved; And the partner retiring during the continuance of the partnership shall not, during the remainder of the partnership term carry on or be interested directly or indirectly in any other business competing or in any way interfering in the business of the partnership within a radius of _____ miles from the site of the firm’s premises.</p> <p>6. The retirement or death or insolvency of any partner shall not have the effect of dissolving the partnership between the partners and the shares of such retiring or deceased partner shall be purchased by one or more of the remaining partners at a price to be arrived at by the auditor of the firm on the basis of last Balance Sheet and the working result upto the date of retirement and such sum will be paid to the retiring party or the heirs of the deceased partners in _____ half-yearly installments.</p>
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				<p>7. Any partner may be expelled from the partnership after giving him opportunity to explain his conduct or allegations against him as regards fraudulent conduct misappropriation manipulation of accounts making secret profits or carrying on some other business competitive to the business of the firm or utilizing the know-how and particulars of customers of the firm.</p> <p>8. The capital of the partnership business shall be the sum of Rs____/- made up and raised as follows , and any further capital which may be required hereafter shall be contributed by the partners in the proportions in which they shall for the time being be entitled to the net profits of the business.</p> <p>9. Each partner shall be entitled to interest at the rate of _____ per cent per annum on the amount of his capital for the time being in the business, and at the rate ____per cent per annum for further advances.</p> <p>10. The partners shall be entitled to share the net profit of the business as reflected by the audited accounts and shall share the losses reflected by the audited accounts of the firm in equal proportions irrespective of their capital contribution,</p> <p>11. An account of the partnership business shall be taken every six months, or such times as the partners shall determine, and the net profits shall be divided between the partners.</p> <p>12. The partners shall keep proper books of account which shall be kept at the place of business for the time being of the partnership, and each partner shall have access to and power to take copies of the same.</p> <p>13. All the other matters, for which no provision is made in this deed, shall be decided by the majority of the partners.</p> <p>14. Any dispute or difference which may arise between the partners or their heirs and representatives or between the firm and a partner with regard to the construction meaning and effect of this Deed or respecting accounts profits or losses of the business of the firm or the rights or liabilities of the partners hereunder or the dissolution or winding up of the business or any other matter relating to the firm shall be referred to arbitration of Mr._____ and this clause shall be deemed to be the submission and/or</p>
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				<p>reference to the Arbitrator or the procedure for appointment of the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 including any statutory modification thereof.</p> <p>IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above-written.</p> <p>Signed, sealed and delivered by the said</p> <p>1.____ ____, ____ and ____ respectively in the presence of:</p> <p>2.____</p> <p>3.____</p>						
<p>"POLICY OF INSURANCE</p> <p>A.- Sea Insurance [see section 7 of Indian Stamp Act, 1899 (2 of 1899)</p> <p>(1) for or upon any voyage</p> <p>(i) Where the premium or consideration does not exceed the rate of one-eighth per centum of the amount insured by the policy;</p> <p>(ii) In any other case, in respect of every full sum of one thousand five</p>	<table><tr><td>If drawn singly.</td><td>If drawn in duplicate for each part.</td></tr><tr><td>Ten paise</td><td>Five paise</td></tr><tr><td>Ten paise</td><td>Five paise</td></tr></table>	If drawn singly.	If drawn in duplicate for each part.	Ten paise	Five paise	Ten paise	Five paise	47	No	
If drawn singly.	If drawn in duplicate for each part.									
Ten paise	Five paise									
Ten paise	Five paise									

<p>hundred rupees and also any fractional part of one thousand five hundred rupees insured by the policy;</p> <p>(2) for time –</p> <p>(iii) in respect of every full sum of one thousand rupees and also any fractional part of one thousand rupees insured by the policy –</p> <p>Where the insurance shall be made for any time exceeding six months</p> <p>Where the insurance shall be made for any time exceeding six months and not exceeding twelve months.</p> <p>B.- FIRE INSURANCE AND OTHER CLASSES OF INSURANCE, NOT ELSEWHERE INCLUDED IN THIS ARTICLE, COVERING FOODS, MERCHANDISE, PERSONAL EFFECTS, CROPS, AND OTHER PROPERTY AGAINST LOSS OR DAMAGE-</p> <p>(1) in respect of an original policy-</p> <p>(i) when the sum insured does not exceed Rs.5000;</p> <p>(ii) in any other case; and</p> <p>(2) in respect of each receipt for any</p>					
	Fifteen paise	Ten paise			
	Twenty five paise	Fifteen paise			
	Fifty paise.				
	One rupee.				
	One-half of the duty payable in respect of				

<p>payment of a premium on any renewal of an original policy.</p> <p>C.- ACCIDENT AND SICKNESS INSURANCE-</p> <p>(a) against railway accident, valid for a single journey only.</p> <p>Exemption When issued to a passenger traveling by the intermediate or the third class in any railway;</p> <p>(b) in any other case – for the maximum amount which may become payable in the case of any single accident or sickness where such amount does not exceed Rs.1000, and also where such amount exceeds Rs.1000, for every Rs.1,000 or part thereof.</p>	<p>the original policy in addition to the amount, if any chargeable under No.53.</p> <p>Ten paise.</p> <p>Fifteen paise.</p> <p>Provided that in case of a policy of insurance against death by accident when the annual premium payable does not exceed Rs.2.50 per Rs.1,000, the duty on such instrument shall be Ten paise for every Rs.1,000 or part thereof of the maximum amount which may become payable under it.</p> <p>Ten paise.</p>			
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<p>CC.- INSURANCE BY WAY OF INDEMNITY AGAINST liability to pay damages on account of accidents to workmen employed by or under the insurer or against liability to pay compensation under the Workmen’s Compensation Act, 1923 (8 of 1923), for every Rs. 100 or part thereof payable as Premium.</p> <p>D.- LIFE INSURANCE OR GROUP INSURANCE OR OTHER INSURANCE NOT SPECIFICALLY PROVIDED FOR, except such a RE-INSURANCE, as is described in Division E of this article–</p> <p>(i) for every sum insured for exceeding Rs.250;</p> <p>(ii) for every sum insured exceeding Rs.250 but not exceeding Rs.500;</p> <p>(iii) for every sum insured exceeding Rs.500 but not exceeding Rs.1,000 and also for every Rs.1,000 or part thereof in excess of Rs.1,000.</p> <p>Exemption</p> <p>Policies of life-insurance granted by the Director General of Post Offices in accordance with rules for Postal Life Insurance issued under the</p>	<table><tr><th>If drawn singly.</th><th>If drawn in duplicate for each part.</th></tr><tr><td>Fifteen paise</td><td>Ten paise</td></tr><tr><td>Twenty five pais</td><td>Fifteen paise</td></tr><tr><td>Forty paise</td><td>Twenty paise</td></tr></table> <p>N.B.- If a policy of Group Insurance is renewed or otherwise modified where by the sum insured on which</p>	If drawn singly.	If drawn in duplicate for each part.	Fifteen paise	Ten paise	Twenty five pais	Fifteen paise	Forty paise	Twenty paise			
If drawn singly.	If drawn in duplicate for each part.											
Fifteen paise	Ten paise											
Twenty five pais	Fifteen paise											
Forty paise	Twenty paise											

<p>authority of the Central Government.</p> <p>E. – RE-INSURANCE BY AN INSURANCE COMPANY, which has granted a POLICY of the nature specified in Division A or Division B of this Article with another company by way of indemnity or guarantee against the payment on the original insurance of a certain part of the sum insured thereby.</p> <p>General Exemption Letter of cover or engagement to issue a policy of insurance:</p> <p>Provided that, unless such letter of engagement bears the stamp prescribed by this Act for such policy, nothing shall be claimable thereunder, nor shall it be available</p>	<p>stamp duty has been paid, the proper stamp must be borne on the excess sum so insured.</p> <p>One-quarter of the duty payable in respect of the original insurance but not less than Ten paise or more than one rupee:</p> <p>Provided that if the total amount of duty is payable is not a multiple of five paise, the total amount shall be rounded off to the next higher multiple of five paise.</p>			
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for any purpose, except, to compel the delivery of the policy therein mentioned. " As per Entry/ Article 47 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.				
<p>"POWER OF ATTORNEY as defined by section 2(21), not being a Proxy (No.52)-</p> <p>a) When executed for 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;</p> <p>b) When required in suits or proceedings under Presidency Small Cause Courts Act, 1882;</p> <p>c) When authorizing one person or more to act in a single transaction other than the case mentioned in clause (a);</p> <p>d) When authorizing not more than five persons to act jointly and severally in more than one transaction or generally;</p> <p>e) When authorizing more than five but not more than ten persons to act jointly and severally in more than one transaction or generally;</p>	<p>Twenty rupees.</p> <p>Twenty rupees.</p> <p>Fifty rupees.</p> <p>Fifty rupees.</p> <p>Fifty rupees.</p>	48	Optional	<p>MODEL FORM OF POWER OF ATTORNEY</p> <p>This Power of Attorney is executed at on this Day of month of the year.</p> <p>BY</p> <p>Sh., S/o, R/o (hereinafter called the executants)</p> <p>IN FAVOUR OF</p> <p>Sh., S/o, R/o (hereinafter called the attorney holder)</p> <p>I, the above said executants do hereby by appoint the above said Sh. as my attorney for me and on my behalf.</p> <p>To appear for and represent me before the Sub-Registrar of for all times as may be necessary and to present before him for registration of the instrument i.e. executed on between the executants and Sh. S/o, R/o,</p> <p>To admit my signature and execution of the said instrument, to admit the receipt of consideration,</p> <p>To do any act, deed or thing as may be necessary to complete the transaction of in the manner required by law and when it has been returned to him after being duly registered/authenticated to give proper receipt and discharge for the same.</p>

<p>f) When given for consideration and authorizing the attorney to sell and immovable property.</p> <p>g) In any other case.</p> <p>Explanation - for the purpose of this Article more persons than one when belonging to the same firm shall be deemed to be one person. "As per Entry/ Article 48 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p> <p>Comments : Power of attorney has been defined under section 2 (21) of the Indian Stamp Act, according to which a power of attorney includes an instruments empowering a specified person to act for and in the name of the person excecuting it.</p>	<p>The same duty as a conveyance (No.23) as levied by this Act for the amount of consideration.</p> <p>Fifty rupees for each person authorized.</p> <p>N.B.- The term "registration" includes every operation incidental to registration under the Indian Registration Act, 1908.</p>			<p>AND I, the said executant do hereby agree and declare that all acts, deeds and things done, executed or performed by the said attorney Sh. shall be valid and binding on me to all intents and purposes as if done by me personally which I undertake to ratify and confirm whenever required.</p> <p>Signed, sealed and delivered by the executants in the presence of witnesses</p> <p style="text-align: right;">EXECUTATNT</p> <p>WITNESSES :- (Authenticated by the office of the Sub-Registrar vide endorsement dated under section 33 of the Indian Registration)</p>
<p>"PROMISSORY NOTE (as defined by section 2(22) –</p> <p>When payable on demand –</p> <p>(i) when the amount or value does not exceed Rs.250;</p> <p>(ii) when the amount or value exceeds Rs.250 but does not exceed Rs.1,000;</p>	<p>Ten paise.</p> <p>Fifteen paise.</p>	49	No	<p style="text-align: center;">PROMISSORY NOTE PAYABLE ON DEMAND</p> <p>Rs.____/- ____/____</p> <p style="text-align: right;">Date: _____</p> <p>ON DEMAND (or at sight, or, on presentation), I promise to pay to ____ (or, to ____, or order) the sum of Rupees.____/-, (Rs.____/-) only with interest at the rate of 18 per cent per annum until payment, for value received.</p>

<p>(iii) in any other case;</p> <p>(b) when payable otherwise than on demand" (As per Entry/ Article 49 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	<p>Twenty-five paise.</p> <p>The same duty as the Bill of exchange (No.13) for the same amount payable otherwise than on demand.</p>			____ (Debtor)
<p>"PROTEST OF BILL OR NOTE that is to say, any declaration in writing made by a Notary Public, or other person lawfully acting as such, attesting the dishonor of a Bill of Exchange or promissory note." (As per Entry/ Article 50 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	<p>Ten rupees.</p>	<p>50</p>	<p>No</p>	
<p>"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 charterers or the 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." (As per Entry/ Article 51 of Schedule 1-A (as</p>	<p>Ten rupees.</p>	<p>51</p>	<p>No</p>	

applicable to Delhi) of the Indian Stamp Act, 1899.)				
<p>"PROXY empowering any person to vote at any one election of the members of a district or local board or of a body of municipal commissioners, or at any one meeting of (a) members of one incorporated company or other body corporate whose stock, or funds is or are divided into shares and transferable, (b) a local authority, or (c) proprietors, members or contributors to the funds of any institution." (As per Entry/ Article 52 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	Thirty paise.	52	No	<p style="text-align: center;">PROXY</p> <p>I, ____, being a member of (or, subscriber to), hereby appoint ____ of, and failing him ____ of, as my proxy to vote for me and on my behalf at the annual general, ordinary or extra-ordinary, of the ____, to be held on the ____ day of ____, and at any adjournment thereof.</p> <p style="text-align: right;">Signed ____</p> <p style="text-align: right;">Voter</p> <p>WITNESS:</p>
<p>"RECEIPT as defined by Section 2(23) for any money or to other property the amount or value of which exceeds five thousand rupees.</p> <p style="text-align: center;">Exemptions</p> <p>Receipt-</p> <p>(a) endorsed on or contained in any instrument duly stamped, or any instrument exempted under the proviso to Section 3 (Instruments executed on behalf of the Govt.) or any cheque or bill of exchange</p>	One rupee.	53	Optional	<p style="text-align: center;">RECEIPT</p> <p>RECEIVED on this ____ day of ____, from ____ the sum of Rupees ____ (Rs. __/-) only, being in full/part payment on his account to me/us.</p> <p style="text-align: right;">____ (Creditor)</p>

<p>payable on demand acknowledging the receipt of the consideration-money therein expressed, or the receipt of any principal- money, interest or annuity or other periodical payment thereby secured;</p> <p>(b) for any payment of money without consideration;</p> <p>(c) for any payment of rent by a cultivator on account of land assessed to Govt. revenue, or (in the states of Madras, Bombay and Andhra Pradesh as they existed immediately before the 1st of November, 1956) of Inam Islands;</p> <p>(d) for pay or alliance by non-commissioned or petty officers, soldiers, sailors or airmen of the Indian Military, naval or air-forces when serving in such capacity, or by mounted- police constables;</p> <p>(e) given by holders of family-certificates in cases where the persons from whose pay or alliances the sum comprised in the receipt has been assigned is a non-commissioned or petty officer, soldier, sailor or airman of any of the said forces, when serving in such capacity;</p>				
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<p>(f) for pensions or alliances by persons receiving such pensions or alliances in respect of the service as such non-commissioned or petty officers, soldiers, sailors or airmen, and not serving the government in any other capacity;</p> <p>(g) given by a headman or lambardar for land revenue or taxes collected by him;</p> <p>(h) given for money or securities for money deposited in the hands of any bankers to be accounted for;</p> <p>Provided that the same is not expressed to be received of, or by the hands of, any other than the person to whom the same is to be accounted for.</p> <p>Provided also that this exemption shall not extend to a receipt or acknowledgement for any sum paid or deposited for or upon a letter of allotment of a share or in respect of a call upon any script or share of, or in, any incorporated company or other body corporate or such proposed or intended company or body or in respect of a debenture being a marketable security." (As per Entry/ Article 53 of Schedule 1-</p>				
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A (as applicable to Delhi) of the Indian Stamp Act, 1899.)				
<p>"RE-CONVEYANCE OF MORTGAGED PROPERTY-</p> <p>a) If the consideration for which the property was mortgaged does not exceed Rs.1000</p> <p>b) In any other case-</p> <p>(i) If the re-conveyance related to immovable property situate within a Municipality, Cantonment Board or Notified Area:</p> <p>(ii) In other cases "(As per Entry/ Article 54 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	<p>Same duty as a Conveyance (No.23) i.e. 3% or 2% as the case may be as levied by this Act for the amount of such consideration as set forth in the Re-conveyance.</p> <p>One hundred rupees.</p> <p>One hundred rupees.</p>	54	Yes	<p>MODEL FORM OF RECONVEYANCE OF MORTGAGED PROPERTY</p> <p>This Deed of Reconveyance made at this ____ day of ____, 20__</p> <p>BETWEEN</p> <p>Sh. ____ S/o ____, R/o ____ hereinafter called the MORTGAGEE (which expression shall unless repugnant to the context or meaning thereof, include his heirs, executors, administrators, legal representatives, successors and assigns) of the one part</p> <p>AND</p> <p>Sh. ____ S/o ____, R/o ____ hereinafter called the MORTGAGOR (which expression shall unless repugnant to, the context or meaning thereof include his heirs, executors, administrators, legal representatives, successors and assigns) of the other part.</p> <p>WHEREAS by an Indenture of Mortgage dated the ____ made between the MORTGAGOR of the one part and the MORTGAGEE of the other part and registered on ____ bearing no. ____ of Book ____ in the Office of the Sub-Registrar, ____ (hereinafter called the "Principal Indenture"), the MORTGAGOR granted, conveyed, transferred, assigned and assured unto the MORTGAGEE the property bearing Plot No.____ measuring ____ sq. mtrs. thereabout together with the building erected thereon situated at _____ more particularly described in the Schedule hereunder written (hereinafter referred to as "the said Mortgaged Property") to secure a loan of Rs.____/- made by the MORTGAGEE to the MORTGAGOR together with interest thereon, subject nevertheless to the proviso for redemption therein contained.</p> <p>AND WHEREAS the said loan of Rs.____/- together with the interest owing to the MORTGAGEE has been paid in full by the MORTGAGOR to the MORTGAGEE on or about ____.</p> <p>AND WHEREAS the MORTGAGOR is now desirous of having a reconveyance of the said mortgaged property as hereinafter contained.</p>

				<p>NOW THIS INDENTURE WITNESSETH that in consideration of the said loan and interest due and owing to the MORTGAGEE under the Principal Indenture being paid in full (the receipt whereof the MORTGAGEE doth hereby admit and acknowledge and of and from the same doth hereby, release and forever discharge the MORTGAGOR), the MORTGAGEE doth hereby grant, reassign, reconvey and release and forever quit claim unto the MORTGAGOR, all that piece of land, and premises comprised in and grant or otherwise assured by the Principal Indenture and more particularly described in the Schedule hereunder written with all the rights, easements and appurtenances as in the Principal Indenture expressed and all the estates, right, title and interest property, claim and demand whatsoever of the MORTGAGEE into, out of or upon the said land, and premises by virtue of the Principal Indenture to have and hold the said land, , premises hereby granted, reassigned, reconveyed and released unto and to the use of the MORTGAGOR for ever freed and discharged from all moneys secured and intended to be secured by the said Principal Indenture and from all actions, suits, accounts, claims and demands whatsoever either at law or in equity for, upon, on account or in respect of the said moneys or any part thereof or for, or in respect of the Principal Indenture or of anything relating to the premises and the MORTGAGEE hereby covenants with the MORTGAGOR that the MORTGAGEE has not done or executed knowingly, willingly, permitted, suffered or been party or privy to any act, deed, matter or thing whereby the MORTGAGEE is prevented from granting, reassigning and reconveying the said Mortgaged Property or any part thereof, are/is or can be impeached, encumbered or affected in title, estate or otherwise howsoever.</p> <p>SCHEDULE OF PROPERTY</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>IN WITNESS WHEREOF the MORTGAGEE has set hand the day and the year first hereinabove written.</p> <p>In the presence of :</p> <p>MORTGAGOR</p> <p>MORTGAGEE</p>
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				1st witness : Address : 2nd witness : Address :
"RECORD OF TRANSACTION (Electronics or Otherwise) effected by a trading member through the association or stock exchange referred to in clause (1) and clause (27) respectively of section 2- (a) If relating to sale and purchase of Government securities, (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, (d) If relating to forward contracts of	Fifty rupees for every rupees one crore or part thereof of the value of security, One rupee for every rupees 10,000 or part thereof, Twenty-five paise for every rupees 10,000 or part thereof, Twenty paise for every rupees 10,000 or part thereof, One rupee for every rupees 1,00,000 or part thereof.	54A.	No	

commodities traded through an association or otherwise.

Explanation I.- Any duty paid under this Article shall be adjusted towards the duty chargeable if any, under Article 5, 19, 36, 43 or 59, as the case may be.

Explanation II.- For the purpose of clause (b) securities shall have the same meaning as defined by the Securities Contracts (Regulation) Act, 1956 (42 of 1956).

Explanation III.- Notwithstanding anything contained in this Act or any other law for the time being in force, securities dealt in depository shall not be liable to stamp duty as exempted vide clause (c) of Section 8A of the Indian Stamp Act, 1899.] (As per Entry/ Article 54-A of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)

comments : The stamp duty is payable under this clause on the record of transaction effected by a trading member of an association or member of stock exchange whether such record is in the electronic form or manual. The chargeability of stamp duty is not on account of transaction of sale / purchase of the security but on the

<i>recording of effect by the trading member. The person liable must either be a member of stock exchange or association through which such record is effected.</i>				
"RELEASE that is to say, any instrument (not being such a release as is provided for by section 23 (A) whereby a person renounces		55	Yes/Optional	MODEL FORM OF DEED OF MORTGAGE OF PROPERTY THIS DEED OF MORTGAGE, made the ____, day of ____, BETWEEN

<p>a claim upon another person or against any specified property-</p> <p>a) If the amount or value of the claim does not exceed Rs.1000</p> <p>b) In any other case " (As per Entry/ Article 55 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p><i>Comments : It means giving or renunciation of a claim a mere surrender which does not amount to transfer. If the instrument purport to transfer a define share in favour of a particular person / co-owner it is chargeable as conveyance i.e. transfer by gift the result of release under this article is enlargement of share of all other co-owner, hence, release cannot be a transfer as a co-owner already has some share in respect of the joint property.</i></p>	<p>Same duty as Bond (No.15) for such amount or value as set forth in the Release.</p> <p>One hundred rupees.</p>		<p>Shri____, S/o____, aged about____, R/o____(place)(hereinafter called the MORTGAGOR which expression shall include his legal heir, assignee, successor etc.), of the one part</p> <p style="text-align: center;">AND</p> <p>Shri____, S/o____, aged about____, R/o____(place)(hereinafter called the MORTGAGEE which expression shall include his legal heir, assignee, successor etc.), of the other part,</p> <p>WHEREAS the MORTGAGOR is the absolute owner of the property, as per the schedule hereinafter, by virtue of registered instrument (provide details of registration), intended to be hereby mortgaged which is free from all encumbrances and attachments.</p> <p>AND WHEREAS, the MORTGAGEE has agreed to lend and advance a sum of Rs.____/- to the MORTGAGOR at his request and the repayment with interest thereof secured in the manner hereinafter expressed.</p> <p>NOW, THIS DEED WITNESSES, that in pursuance of the consideration of the sum of Rs.____/- paid to the MORTGAGOR by the MORTGAGEE, the receipt whereof, the MORTGAGOR does hereby acknowledge and confirm. The MORTGAGOR does hereby further agree with the MORTGAGEE that the MORTGAGOR will on or before the ____ day of ____ pay or cause to be paid to the MORTGAGEE, the sum of Rs.____/-.</p> <p>The deed further witnesses that in lieu of the interest and principal amount lent and as a security for the repayment of the said loan amount with interest, the MORTGAGOR does hereby charge, assure and mortgage to the MORTGAGEE, his property, as per the schedule appended below to the MORTGAGOR. (describe whether possession of mortgaged property is also handed over by MORTGAGOR to the MORTGAGEE)</p> <p>Schedule of Properties</p> <p style="text-align: center;">(describe full details of the properties mortgaged)</p> <p>IN WITNESS WHEREOF, this deed of mortgage has been executed by the parties by putting their respective signatures on the day, month and year hereinabove stated, in the presence of the following attesting witnesses.</p>
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				<div>Signed by _____, (MORTGAGOR)</div> <div>Signed by _____, (MORTGAGEE)</div> <div>Witnesses:</div> <div>1.</div> <div>2.</div>
"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." (As per Entry/ Article 56 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)	Same duty as Bottomry Bond (No.16) for the amount of the loan secured.	56	Optional	
"SECURITY-BOND OR MORTGAGE DEED, executed by way of security for the due execution of an office, or to account for money or other		57	Yes	<div>MODEL FORM OF MORTGAGE BOND/DEED</div> <div>This mortgage bond is executed on this day of</div>

<p>property received by virtue thereof, or executed by a surety to secure the due performance of a contract-</p> <p>a) When the amount secured does not exceed Rs.1000</p> <p>b) In other case</p> <p style="text-align: center;">EXEMPTIONS</p> <p>Bond or other instrument, when executed</p> <p>a) By any person for the purpose of guaranteeing that the local income derived from private subscription to a charitable dispensary or hospital or any other object of public utility, shall not be less than a specified sum per mensem;</p> <p>b) By person 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;</p> <p>c) By officers of the Govt. or their sureties to secure the due execution of an office, or the due accounting for money of other property received by virtue thereof." (As per Entry/ Article 57 of Schedule 1-A (as</p>	<p>Same duty as a Bond (No.15) i.e. 2% for the amount secured.</p> <p>One hundred rupees.</p>			<p style="text-align: center;">BY</p> <p>Sh., S/o, R/o (hereinafter called the surety/executants and party of the first part).</p> <p style="text-align: center;">IN FAVOUR OF</p> <p>Sh., S/o, R/o (hereinafter called the beneficiary and party of the second part).</p> <p>Whereas the party of the first part has extended an advance by way of loan of Rs. to the party of the second party.</p> <p>And whereas to secure the above said loan the party of the second part has mortgaged his property bearing no. situated at as per the mortgaged deed dated executed separately in favour of the party of the first part.</p> <p>And whereas the party of the first part by virtue of the mortgage deed afore-stated shall be entitled to all benefits, profits, interest etc. arising out of the above said mortgaged property during the subsistence of the mortgaged deed.</p> <p>And whereas the party of the first part is duty bound as per the terms of the mortgaged deed to account for all the benefits and interest accruing to and arising out of the mortgaged property and to give a proper account to the party of the second part as per the deed of mortgage executed separately.</p> <p>Now as part of terms of the mortgage deed, the party of the first part do hereby ensure and assure due performance of the terms of the mortgage deed and to render true and correct accounts to the party of the second part and to account for money benefits, interest etc.</p> <p>In witness thereof this bond executed on the day, month and year first mentioned hereinabove in the presence of the witnesses.</p>
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<p>applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p><i>Comments : In order to attract this article, the instrument must be either security bond or mortgage deed executed for the following purposes :-</i></p> <p><i>a) for the due execution of an office, or</i></p> <p><i>b) to account for money or other property received by virtue thereof, or</i></p> <p><i>c) executed by a surety to secure the due performance of a contract. If the instrument is not executed for the above said specified purposes, it will fall under article 15 if it is a simple bond and under article 40 if it is mortgage bond. However, if any instrument is attracted under this article, it must be ensured that it is not governed under the exemption clause as afore-stated.</i></p>				<p>Executant/Surety/Party of the first part</p> <p>Beneficiary/Party of the second part</p> <p>Witnesses :</p> <p>1.</p> <p>2.</p>
<p>"SETTLEMENT- A- Instrument of – (including a deed of dower)</p>	<p>The same duty as a Bond (No.15) for a sum equal to the</p>	<p>58</p>	<p>Yes</p>	<p>MODEL FORM OF DEED OF SETTLEMENT</p> <p>This Deed of SETTLEMENT is made by Sh. ____ S/o ____, R/o ____ (hereinafter called the SETTLOR/ party of the first part).</p>

<p>EXEMPTION</p> <p>Deed of dower executed on the occasion of marriage between Mohammedans.</p> <p>B- Revocation of—</p> <p>("As per Entry/ Article 58 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p>Comments : The expression of settlement has been defined under section 2(24) of the Indian Stamp Act. As per the definition, settlement means non-testamentary written disposition of property moveable or immoveable made in the following cases :</p> <p>a) in consideration of marriage.</p> <p>b) for the purpose of distribution of property of the executant among his family or those dependent upon him for whom he desires to make provision.</p>	<p>amount or value of the property settled as set forth in such settlement.</p> <p>The same duty as Bond (No.15) for a sum equal to the amount or value of the property concerned as set forth in the instrument of revocation, but not exceeding one hundred rupees.</p>			<p>IN FAVOUR OF</p> <p>1. Sh. ____ S/o ____, R/o ____</p> <p>AND</p> <p>2. Sh. ____ S/o ____, R/o ____ (hereinafter called the parties of the second part/beneficiaries)</p> <p>Whereas the party of the first part is legally entitled to, possess of as owner the properties as per the schedule -A appended hereunder.</p> <p>And whereas the SETTLOR desires to distribute all his properties in favour of the parties of the second part.</p> <p>NOW THIS DEED WITNESSES AS FOLLOWS :-</p> <p>1. That Sh. shall be legally entitled to all my properties as described in scheduled-B, to the entire exclusion of all others.</p> <p>2. That Sh. shall be legally entitled to all my properties as described in schedule-C, to the entire exclusion of all others.</p> <p>3. That the properties as described in schedule-D shall be utilized for religious and charitable purposes by who shall hold the same as trust.</p> <p>SCHEDULE-A OF PROPERTIES</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>SCHEDULE-B OF PROPERTIES</p>
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<p><i>c) for any religious or charitable purpose.</i></p> <p><i>The real character of the document is to make non-testamentary written disposition of property for any of the above objectives.</i></p>				<div>.....</div> <div>.....</div> <div>.....</div> <div>SCHEDULE-C OF PROPERTIES</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>SCHEDULE-D OF PROPERTIES</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>IN WITNESS WHEREOF ____ the SETTLOR has executed these presents on the __ day of the __ month of the year ____.</div> <div>Signed ____, the SETTLOR/ party of the first part</div> <div>Signed ____, the parties of the second part</div>
"SHARE WARRANTS to bearer issued under the Companies Act, 1956	One and-a-half times the duty payable on a mortgage deed with possession [No.40	59	No	

<p>EXEMPTIONS</p> <p>Share Warrant when issued by a company in pursuance of the Companies Act, 1956, Section 114 to have effect only upon payment, as composition for that duty, to the Collector of Stamps-Revenue of-</p> <p>a) One-and-a-half per centum of the whole subscribed capital of the company; or</p> <p>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." (As per Entry/ Article 59 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p>	<p>(a)] for the amount equal to the nominal amount of the shares specified in the warrant.</p>			
<p>"SHIPPING ORDER for or relating to the conveyance of goods on board of any vessel" As per Entry/ Article 60 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p>	<p>One rupee.</p>	<p>60</p>	<p>No</p>	

<p>"SURRENDER OF LEASE-</p> <p>a) When the duty with which the lease is chargeable does not exceed ten rupees;</p> <p>b) In any other case.</p> <p style="text-align: center;">EXEMPTION</p> <p>Surrender of lease, when such lease is exempted from duty. (" As per Entry/ Article 61 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899).</p> <p><i>Comments : The article refers to an instrument whereby surrender of lease as governed by section 111(e) of Transfer of Property Act, is made out.</i></p>	<p>The duty with which such lease is chargeable.</p> <p>One hundred rupees.</p>	<p>61</p>	<p>Yes</p>	<p style="text-align: center;">MODEL FORM OF DEED OF SURRENDER OF LEASE</p> <p>THIS DEED OF SURRENDER OF LEASE is made this ____ day of ____ 20__</p> <p style="text-align: center;">BETWEEN</p> <p>Sh. ____ S/o ____, R/o ____ (hereinafter called the LESSEE) of the one part</p> <p style="text-align: center;">AND</p> <p>Sh. ____ S/o ____, R/o ____ (hereinafter called the LESSOR) of the other part.</p> <p>WHEREAS by an indenture dated ____ made between the parties hereto and registered in ____, it was witnessed that the said ____, did in consideration of the rent hereby and thereunder reserved and of the covenants and conditions to be observed and performed on the part of the said ____ as therein contained granted and demised by way of lease the property fully mentioned and described in the schedule hereto for a term of ____ years.</p> <p>And whereas such lease is in full force and virtue and all rents and conditions reserved by and contained thereunder on the part of the LESSEE to be paid, observed and performed, have been duly paid, observed and performed by the said ____ upto the date of these presents.</p> <p>And whereas the LESSEE was at all material times and is presently in the possession of the property since the execution of the lease.</p> <p>And whereas for personal reasons and consideration the said ____ having desire to be relieved from any further payment of such rent and performance of the covenants and conditions approached the said ____ for a surrender of the said lease and delivery of the possession of the property.</p> <p>And whereas the said ____ has agreed to accept from the said ____ a surrender of the aforesaid lease of the said premises:</p> <p>NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of a sum of Rs.____/- being the token consideration paid by the said ____ to ____, the said</p>
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				<p>____ as beneficial user of the said property do hereby give up and relinquish all his leasehold estate and interest and surrender and deliver possession to the said ____ of the premises (or, etc.) comprised in and by the said deed of the lease TO HOLD the same as before execution of the lease by the said ____ TO THE INTENT and object that the same shall stand determined to all intents and purposes and that the remainder of the said term of ____ years created by the said deed of lease, and all other rights and interests of the said ____ in the said premises (or, etc.) under or by virtue of the said deed shall stand extinguished and merged in the reversion free hold and inheritance of the premises with immediate effect as if the said lease was never granted nor intended.</p> <p>AND THIS INDENTURE further witnesses that in consideration of the surrender of the lease which is accepted by the LESSOR he the said ____ doth hereby release and discharge the LESSEE ____, his successor and estate from all claims, demands and liabilities on account of future rent and/or arising out of performance or non-performance of the covenants, conditions provided under the herein before recited Indenture of lease.</p> <p style="text-align: center;">SCHEDULE OF PROPERTY</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">.....</p> <p>IN WITNESS WHEREOF the parties hereto have executed these presents on the __ day of the __ month of the year ____.</p> <p style="text-align: right;">Signed, sealed and delivered by ____, the LESSEE in the presence of :</p> <p style="text-align: right;">Signed, sealed and delivered by ____, the LESSOR in the presence of :</p>
"TRANSFER (whether with or without consideration)- (As per Entry/ Article 62 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)		62	No	

<p>a) of shares in an incorporated company or other body corporate;</p> <p>b) if debentures, being marketable securities whether the debenture is liable to duty or not except debentures provided for by section8;</p> <p>c) of any interest secured by a bond, mortgage-deed or policy of insurance,-</p> <p>i) if the duty on such bond, mortgage-deed or policy does not exceed five rupees;</p> <p>ii) in any other case;</p> <p>d) of any property under the Administrator Generals Act, 1874, section 31;</p> <p>e) of any trust-property without consideration from one trustee to another trustee, or from a trustee to a beneficiary.</p> <p>EXEMPTION Transfer by endorsement –</p>	<p>Seventy-five paise for every hundred rupees or part thereof of the value of the share.</p> <p>One-half of the duty payable on a conveyance (No.23) for a consideration equal to the face amount of the debenture.</p> <p>The duty with which such bond, mortgage-deed or policy of insurance is chargeable.</p> <p>Five rupees.</p> <p>Ten rupees.</p> <p>Five rupees or such smaller amount as may be chargeable under clauses (a) to (c) of this article.</p>			
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<p>a) of a bill of exchange, cheque or promissory note;</p> <p>b) of a bill of lading, delivery order, warrant for goods, or other mercantile document of title of goods;</p> <p>c) of a policy of insurance;</p> <p>d) of securities of the Central Government.</p> <p>(see also section 8)</p> <p>Comments : <i>This article applies to certain specific nature of transfer of properties including share, debenture, trust properties, policy of insurance, etc. But for this article the transfer would have been governed by article 23.</i></p>				
<p>"TRANSFER OF LEASE by way of assignment and not by way of under lease</p> <p>Exemption</p> <p>Transfer of any lease exempt from duty" As per Entry/ Article 63 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.</p> <p>Comments : <i>Lease / under lease is governed by article 35 hence, the same is excepted by this article.</i></p>	<p>The same duty as Conveyance (No.23) as levied by this Act, for a consideration equal to the amount of the consideration of the transfer.</p>	63	Yes	<p>MODEL FORM OF TRANSFER OF PROPERTY BY ASSIGNMENT OF LEASE</p> <p>This Transfer of Lease by way of assignment is execute and made on this day of</p> <p>BETWEEN</p> <p>Sh. ____ S/o ____, R/o ____ (hereinafter referred to the Lessor), which term shall include his heirs, successors and assigns) of the one part</p> <p>AND</p> <p>Sh. ____ S/o ____, R/o ____ (hereinafter referred to as the assignee), which term shall unless inconsistent with the context include his heirs, successors and assigns) of the other part.</p>

<p><i>Under this article lease hold right are transferred by the instrument bearing title assignment of lease. As the lease is for a defined period, the transferor transfers the residue / balance period of lease in favour of the transferee. Thus all right vested by virtue of original lease are transferred to the new lessee for the balance period meaning thereby that the new lessee stepped into the shoes of the previous lessee. This type of transfer occurs normally in the case of lease deed which reserve right in favour of the lessee to transfer the immoveable property by a further transfer deed termed as assignment of lease.</i></p>				<p>Whereas by the lease deed duly registered vide registration no. volume no. book no. page to at the office of Sub-Registrar dated, the party of the first part entitled to and possessed of the property bearing no. situated at more particularly described in the scheduled annexed hereunder as schedule of property and duly identified in the site plan annexed to this deed.</p> <p>And whereas the above said lease in favour of the party of the first part was for a period of years.</p> <p>And whereas the party of the first part is entitled to transfer the property under lease as per the terms of the principal lease deed.</p> <p>And whereas the party of the second part is desirous of and the party of the first part has agreed to transfer by assignment of lease the property.</p> <p>NOW THIS DEED WITNESSES, that in consideration of the rent hereinafter reserved and the covenants of this deed hereinafter contained, the principal lessee doth hereby grant to the party of the second part ALL THAT land with super structure bearing property no. situate at, as per the details appended in the schedule of property hereunder together with the appurtenances:</p> <p>AND TO HOLD the same unto and to use of the part of the second part for the remaining period of ____ years, commencing with effect from the ____ day of ____, at the monthly rent of Rs. ____/-, SUBJECT to the following conditions:</p> <p>1. The party of the second part hereby agrees with and covenants with the party of the first part.</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p> <p>(e) _____</p> <p>2. THE PRINCIPAL LESSEE/part of the first part does agree and covenant with the party of the second part as follows:</p> <p>(a) _____</p>
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				<div>(b) _____</div> <div>(c) _____</div> <div>(d) _____</div> <div>(e) _____</div> <div>SCHEDULE OF PROPERTY</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>IN WITNESS WHEREOF the parties hereto have executed this presents on the __ day of the __ month of the year ____.</div> <div>Signed, sealed and delivered by _____, the party of the first part</div> <div>Signed, sealed and delivered by _____, the party of the second part</div>
"TRUST- A. Declaration of – of, or concerning, any property when made by any writing not being a Will.	The same duty as conveyance No.23 of amount of value of the property settled.	64	Yes/Optional	<div>MODEL FORM OF DECLARATION OF TRUST</div> <div>This declaration of trust is execute and made on this day of</div> <div>BY</div>

<p>B. Revocation of – of, or concerning any property when made by any instrument other than a Will." (As per Entry/ Article 64 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.)</p> <p>Comments : This article applies where the executant declares himself a trustee of some properties and not where he conveys by transfer some property to other as a trustee.</p>	<p>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 one hundred rupees.</p>			<p>Sh., S/o, R/o</p> <p>IN RESPECT OF</p> <p>Property/properties more particularly described in the scheduled appended hereunder.</p> <p>Whereas Sh. was legally entitled to and possess of land with structure measuring situated at, which was permitted for use of prayers to the ALMIGHTY, public meeting, gathering and congregation for religious purposes, since long.</p> <p>And whereas the said Sh. left for heavenly abode on and the executant being his legal heir entitled to and came to possess the same and the said property continued to be utilized for similar purpose and object.</p> <p>And whereas the executant is desirous of and intended to possess and utilize all such properties details of which is appended vide schedule of properties hereunder, as a trust only.</p> <p>And whereas the executant also intend to create a trust in respect of the said property alongwith other articles and to appoint the trustees to continue to use and utilized the properties for the same purpose and object as aforestated.</p> <p>NOW THIS DECLARATION OF TRUST :</p> <p>1. That all the properties as per the schedule shall be properties in trust.</p> <p>2. That all properties in trust shall be used and utilized for the following public purposes and object :-</p> <p>a)</p> <p>b)</p> <p>c)</p> <p>d)</p> <p>e)</p>
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"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	One rupee.	65	No	

the goods lying in or 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." As per Entry/ Article 65 of Schedule 1-A (as applicable to Delhi) of the Indian Stamp Act, 1899.				
<p>Will</p> <p><i>Comments : A will is a testamentary disposition of the properties executed during the life time, but operates and take effect after the death of the executant.</i></p>				<p style="text-align: center;">MODEL FORM OF W I L L</p> <p>This WILL executed by Sh., S/o, aged about, R/o</p> <p>Whereas I am entitled to as owner and possessed of the following self acquired properties :-</p> <p>a) b) c)</p> <p>And whereas I have following legal heirs/legatees entitled to inherit my properties :-</p> <p>a) b) c)</p> <p>I hereby bequeath my above said properties in the following manner :-</p> <p>1. I bequeath (property) to my Wife/Son/Daughter to the exclusion of all other legal heirs.</p> <p>2. I bequeath (property) to my Wife/Son/Daughter to the exclusion of all other legal heirs.</p>

				<p>3. I bequeath (property) to my Wife/Son/Daughter to the exclusion of all other legal heirs.</p> <p>That this is my last and final WILL and any other former WILL if any shall stand canceled by implication.</p> <p>I accordingly leave, give, devise and bequeath absolutely and forever my properties to my legal heirs in the aforesaid manner for their use and benefit absolutely.</p> <p>In witness whereof I have hereinto signed on this WILL on this of 20__ in the presence of the following attesting witnesses who have also signed on this will as attesting witnesses in my presence and in presence of each of them.</p> <p>TESTATOR</p> <p>SIGNED BY THE TESTATOR Sh. in our presence, all being present at the same time. Thereafter at his request and in his presence and in the presence of one another we signed on this WILL as witnesses.</p> <p>WITNESSES :-</p> <p>1.</p> <p>2.</p>
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