

SCHEDULE

STAMP DUTY ON INSTRUMENTS

(SEE SESSION 3)

1. **Acknowledgement** of a debit written on 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 separated piece of paper when such book or paper is left in the creditor's possession where acknowledgement does not contain any promise to pay the debt or any stipulation to pay the interest or to deliver any goods, other property, or

Receipt, as defined by section 2(23) for any money or other property the amount of value which

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| (a) Where such amount is upto two thousand rupees | Two rupees |
| (b) Where such amount exceeds Two thousand rupees | Five rupees |

EXEMPTIONS

Receipts

- (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 Government) or any cheque or bill of exchange, 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;
- (b) for any payment of money without consideration;
- (c) for any payment of rent by a cultivator on account of land accessed to government revenue;
- (d) for pay or allowances by non-commissioned or petty officers, soldiers, sailors or airmen of the armed forces of Pakistan, Pakistan military, naval or airforces, when serving in such capacity, or by mounted police constables;
- (e) given by holders of family certificates in cases where the person from whose pay or allowances the sum comprised in the receipt has been assigned as a non-commissioned or petty officer, soldier sailor or airmen, or any of the said forces and serving in such capacity;

- (f) for pensions or allowances by persons receiving such pensions or allowances in respect of the services as such, non-commissioned or petty officers, soldiers, sailors or airmen, and not serving the State in any other capacity;
- (g) given by a headman or lambardar for land-revenue or taxes collected by him;
- (h) given for money or securities for money deposited in the hands of any banker to be accounted for;

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;

Provided also that this exemption shall not extend to 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 in respect of a debenture being a marketable security.

COMMENTARY

- 1. Joint receipts for a sum in excess of Rs. 160 composed of personal salary and Government contingent not liable to stamp duty. Two separate receipts to be given.**

A joint receipt given by a Government servant for a sum in excess of Rs. 160, is for his own salary part which, not exceeding Rs. 160 is for his own salary and the rest for a contingent allowance which he receives for expenditure on behalf of Government, is not liable to stamp duty. Such a receipt is really two receipts in one. It is receipt given by him in his personal character for his salary and it is a receipt given by him in official capacity for money with which he is entrusted on behalf of Government.

Separate receipts should, however, be invariably given for money received by an officer on his own account and for money drawn for expenditure on behalf of Government (G.R. No. 7508, dated 20th September 1884).

- 2. Stamped receipts not necessary when an officer of a Civil Court receives back the money paid to a Government Treasury for Custody.**

When a Civil Court attaches money in the hands of Government, payable by Government of a person against whom a decree has been passed by the Civil Court, it is not necessary that the Civil Court should give to the Government officer in whose possession the money is, a receipt on a one rupee stamp before that money can be paid to the Court executing the decree. Such receipts are exempted from stamp duty under article 15(b) of Schedule 11 to the Stamp Act (1 of 1879) (now article 1) If money which has been attached under Section 272 of the Civil Procedure Code, is afterwards paid into the Court which attached it, the payment is a payment of money without consideration it is a mere transfer of the money from the custody of one authority to another, in order that the letter may disburse it to the party or parties entitle to it. (LR. No. 519 dated 7th April 1892, vide G.R. J.D. No. 2443 dated 6th May 1892 and G.M. No. 4423, dated 25th idem).

3. Local Bodies

(a) Municipalities

Receipts for sums exceeding Rs. 160 passed by the Municipalities on account of house tax are liable to stamp duty.

Receipts passed by municipalities on account of house tax and cesses, &c., for sums exceeding Rs. 160 are not exempt from stamp duty. Article 15(b) of the schedule II to the Stamp Act (now Article 1) exempts from stamp duty a receipt for payment of money “without consideration”. The exemption was intended apparently to apply to receipts for “voluntary” payments which in the ordinary legal acceptance of the terms are payments without consideration, such as payments made merely in consideration of natural love or affection or mere gifts. But the receipts in question are for payment of house rent c., due to the Municipality under the Act constituting the Municipality. The payment is not gratuitous, but one in satisfaction or discharge of a legal obligation imposed by the Act, and in order or relieve the payer from the consequence which would ensue in case of his committing default and is therefore, not one without “consideration”. (G.R. No. 586, dated 1st September, 1887).

(b) Local Boards.

Receipts and cheques executed by officers of Local Board not exempts from duty.

Under Section 50 of the Local Boards Act, money required by a Local Board to provide or replenish a permanent advance can only be drawn from the Government Treasury by cheque. Rule 46 of the Bombay Local Board’s

Rules prescribes the form of cheque. It may be doubted whether this order is properly designated a cheque as defined in the General Stamp Act. On the ground that, in the case of Local Funds which under section 44 of the Act, Government is bound to keep, it cannot be said to be acting as a banker. But even if this doubt is correct, the document fulfils the conditions of a bill of exchange as defined in Section 5 of Act XXVI of 1881 and is equally liable, if for more than Rs. 160 to a stamp duty of one rupee (or two rupees) under Article 11 (a) of Schedule 1 of the General Stamp Act (now article 1).

There is no rule which requires that first cheque drawn for money required to begin a permanent advance to be accompanied by any receipt at all. In the absence of any such rule, any demand for a receipt seems irregular. It would be quite sufficient if the cheque were merely accompanied by a memorandum stating the purpose for which the money was required, but not in the form of a receipt. If however, for any reason a written acknowledgment of the receipt of money (over Rs. 160) is given by the officer drawing the cheque, it must be stamped, as it appears to be a receipt as defined in the General Stamp Act.

As regards money drawn to recoup advances, Rule 45 prescribes exactly what documents must accompany the cheque, viz. a bill supported by sub-vouchers. There is nothing requiring the receipt of the officer who draws the money, and the bill which he sends should not be in the form of a receipt, if for any reason he does give a written acknowledgement of receipt of money (over Rs. 160) it must be stamped, but his doing so seems quite superfluous.

For the reasons given by the Adocate General of Bengal, (quoted in G.R. No. 2759, dated 26th September 1885) documents executed by officers of Local Boards are liable to stamp duty (L.R. No. 690, dated 20th May 1887, vide G.R. No. 4021, dated 2nd July 1887).

Receipt Drawn on account of an Incorporated Local Fund liable to stamp duty.

Extract para 2 of G.I. Letter No. 3429 S. R. dated 28th July 1889.

“It will be seen that the fund is an Incorporated Local Fund, deriving its revenue from the cess levied under section 6 of Bombay Actg IV of 1881 for local purpose. Receipts drawn on account of such a fund are chargeable with stamp duty when the value exceeds Rs. 160.” (Vide G.R. No. 6078, dated 30th August 1899).

(c) Karachi Port Trust**Receipts granted by Karachi Port Trust in excess of Rs. 160 on account of wharfage fees liable to stamp duty.**

Receipts for sums in excess of Rs. 160 on account of wharfage fees, & c., granted by the Karachi Harbour Board are liable to stamp duty and Government do not see any reason to exempt such receipts from the payment of duty. (G.R. No. 4775, dated 11th June 1885).

4. Exemption**Endorsement on Railway receipt sent through post exempt from stamp duty.**

A one-rupee (or two rupees) receipts stamp is not required on endorsement on railway receipts sent through the Post Office under the value payable system. (G.I.F. & C. No. 5198, dated 29th September 1887; vide G.R. No. 7801, dated 14th November 1887).

5. A receipt acknowledging the delivery of immovable property valued more than Rs. 160 not liable to stamp duty.

A receipt acknowledging the delivery of immovable property valued more than Rs. 160 not liable to stamp duty under article 53 of schedule 1 (now article) of the Act (L.R. No. 1078 dated 11th July 1902. G.R. No. 285 dated 31st July 1902).

- 2. Affidavit**, including an affirmation or declaration in the case of persons by law allowed to affirm or declare instead of swearing. Fifty rupees

EXEMPTIONS

Affidavit or declaration in writing when made:

- (a) as a condition of enrolment under the Indian Army Act, 1911, or the Pakistan Army Act, 1952 or the Indian Air Force Act, 1932, or the Pakistan Air Force Act, 1953;
- (b) for the immediate purpose of being filed or used in any Court or before the office of any Court; or

- (c) for the sole purpose of enabling any person to receive any pension or charitable allowance.

COMMENTARY

For the purpose of sub-section (3) of section 3 of the Ordinance, the proof of being a non-Muslim will be constituted by a solemn affirmation to be witnessed by two persons and to be submitted in writing even on plain paper and the proof of being non-citizen of Pakistan will be constituted by a photo copy of the passport accompanied by a solemn affirmation in writing even on plain paper that the person does not hold the nationality of Pakistan (Clause 4 of Rule 4 of the Zakat Deduction and Refund Rules, 1980).

3. Agreement or Memorandum of an Agreement

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| (a) | if relating to the sale of transfer of a registered motor vehicle; | Five hundred rupees |
| (b) | if relating to the sale of an immovable property; | Five hundred rupees |
| (c) | if relating to the re-conveyance of mortgaged property; | Five hundred rupees |
| (d) | if relating to the instrument of partnership or dissolution of partnership; | Two thousand rupees |
| (e) | if not otherwise provided for; | One hundred rupees |

COMMENTARY

- (i) **Explanation.** Where there is an absolute bonafide sale and conveyance, with collateral agreement for repurchase and re-conveyance on repayment of purchase money, the latter agreement does not legally cancel the original deed of sale and covert the sale into a mortgage; the re-conveyance on the repayment of the original money should not, therefore, be considered a re-conveyance or mortgaged property within the meaning of article 53 (now 3) of schedule 1 of the Stamp Act. (L.R. 065 dated 11th August 1885, vide G.R. 6842 dated 22nd idem).

(ii) **Interpretation of the words “such consideration” in col. 2 of Article 54. (now Article 3).**

Extract from the letter No. 179 dated 27th April 1907 from District Registrar, Sholapur.

I have the honor to inform you that in the case of the conveyance the stamp duty levied by the Sub-Registrar appears to be correct, for the words “such consideration” in column 2 of Article 54 of Sch. 1 of the Stamp Act refer, in my opinion, to the words “the consideration for which the property was mortgaged” in column 1, and do not mean “the consideration of the re-conveyance.”

Para 3 of Commissioner’s letter No. V.R. No. 881 dated 17th June 1907 to Government.

The Commissioner, however concurs in the opinion expressed by the Collector. The Inspector General of Registration reads the word ‘is’ between ‘as’ and ‘set forth’ in the declaration of duty; but on the analogy of the declaration under 55-Release (now 29) that word is not to be read in.

The Remembrance of Legal Affairs concurs with the Commissioner in his letter No. P. 1293 dated 20th July 1907 (G.R. No. 8137, dated the 17th August 1907).

(iii) **Document is not an agreement but a will.**

“The document in question is a Will in which testatrix states that so long as she is living it will not be competent to her to dispose of the property. I do not think that the language employed can be held to amount to a distinct agreement, because looking to the voluntary nature of a will it could not, I think, be construed into anything more than an expression of the present determination of the testatrix not to dispose of any part of the property before her death. The instrument is in its principal intention a will; the mere incidental allusion which it contains to the views of the testatrix as to her own future power over the property, or as to her intention with regard thereto, cannot, in my opinion afford sufficient reasons for regarding it as anything more than a will.” (L.R. No. 400, dated 29th March 1881, vide G.R. No. 2125 dated 12th April 1881).

- (iv) **Agreements of the principal and his surety can be written on one and the same paper.**

Under the ruling of the High Court of Bombay given at page 188 of the Indian Law Reports Bombay series Vol. V, there is no legal objection to the agreements of the principal and his surety being written on one and the same stamp paper, and treated as one instrument, and not as two separate agreements, each chargeable with stamp duty. (L.R. No. 669 dated 12th June 1882, vide G.R. No. 4391 dated 8th July 1882).

- (v) **Counterpart agreements executed under section 31 Akbari Act, if not attested liable to stamp duty.**

Licenses under the Abkari Act do not require to be stamped. Counterpart agreements executed under section 31 of that Act, if not attested require a stamp of eight annas (now Rs. 50/-) under article 5 (d) [now article 3 (e)] of Schedule I of the Stamp Act 1899. (G.R. No. 4631 dated 1st September 1879 and G.R. No. 8916 dated 4th December 1893)/

- (vi) **Indemnity bond given to Railway liable to stamp duty.**

Indemnity note given to Railway by a Consignee is not an indemnity bond within article 28 (now 10-A) but an agreement, Article 5 (d) [now article 3 (e)], chargeable only with rupees fifty stamp. (I.L.R. 5 B 478).

- (vii) **Exploring and prospecting license**

Exploring and prospecting licenses are not leases for the purpose of the definition in Section 2, sub-section (16), of the stamp Act II of 1899. A license does not become a lease merely because a rental is reserved. These licenses are chargeable as agreements with stamp duty of eight annas (now Rs. 50/-) under article 5 (d) [now article 3 (e)], of the stamp Act, II of 1899. (G.R. No. 3211, dated 9th May 1902)/

- (viii) **Agreement of commutation of pension.**

Agreement executed in connection with the commutation of pension for lump cash payment requires rupees fifty stamp as an agreement. (G.R. No. 12809, dated 21st December 1914).

(ix) Instrument of Cession of Rights.

Instrument of Cession of Rights executed by the owners of goods lost through the action of Enemy Government are chargeable with the duty of rupees fifty only under Article 5 (d) [now article 3(e)], of the schedule I of Act II of 1899. (G.R.R.D. No. 506, dated 15th January 1917).

(x) Contract Slips Stamping of counterparts of duplicates.

The document in question is a contract and liable to a duty of Rs. 50/- under Article 5 (d) [now article 3 (e)], of the Stamp Act. Whether the duplicate marked C is liable, to a like duty depends in the use it is put to. If it is executed and is a counterpart of the original, it is liable to duty of Rs. 100/- under Article 25a) (now article 17) of the Stamp Act I if it is a mere copy is not liable (G.R.R.D. No. 9765, dated 4th January 1924).

(xi) Deeds of share transfers by inheritance.

Stamp duty on deeds of share transfers by inheritance is leviable under Article 5 (d) (now Article 3(e) not under Article 62 (now Article 31) of Schedule I of the Stamp Act of 1899. (G.R.R.D. Nos. 1621/24, dated 1st September 1924 and 1621 dated 24th November 1924).

4 Allotment orders or Transfer Allotment orders

issued by a developer, builder, Co-operative Society, housing society or housing authority, or any other body or organization providing open plots before lease

A- In respect of residential open plots-

a) up to 399 sq.yds.	Ten rupees per Sq:yds
b) 400 sq.yds or above	Thirty rupees per Sq:yds
ii) Commercial plots	Forty rupees per Sq:yds
iii) Industrial plots	Twenty rupees per Sq:yds

B-In respect of buildup property-

i) Residential house	Ten rupees per Sq.ft
ii) Residential flats	Five rupees per Sq.ft
iii) Commercial offices/ premises	Fifteen rupees per Sq.ft
iv) Industrial units/ factories	Fifteen rupees per Sq.ft

5. Article 5 omitted through the Sindh Finance Act, 2006, effective from 01-07-2006.

6. Bank Guarantee

One hundred rupees for every one lac rupees of the amount of the guarantee.

7. **Bill of Entry** including goods declaration or any document relating to goods declaration for the purpose of custom clearance.

One Thousand rupees

8. Bill of Exchange

As defined by section 2(2) not being Bond, bank note or currency note:

Where payable otherwise than on demand, for every one thousand or part thereof of the amount of the bill

Rs.3

COMMENTARY

1. "After sight" means after acceptance or nothing for non-acceptance or protest for non-acceptance. [Section 21, Negotiable Instruments Act (XXVI of 1881)]
2. Post-dating bills-Sometimes Hundis, etc., are post-dated with the object of evading stamp duty by marking to appear to be bills

payable on demand. For penalty for this offence, see section 68 of the Stamp Act.

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| <p>9. Bill of Lading
(including a through bill of lading)</p> | <p>Ten rupees for every one lac rupees are part thereof the value of the bill subject to minimum of three hundred rupees.</p> |
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Note: If a bill of lading is drawn in parts, the proper stamps therefore must be borne by each one of the sets.

EXEMPTIONS

- (a) Bill of lading when the goods therein described are received at a place within the limits of any port as defined under the Ports Act, 1908, and are to be delivered at another place within the limits of the same port.
- (b) Bill of lading when executed out of Pakistan and relating to property to be delivered in Pakistan.

10 Bond

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| <p>(A) Indemnity Bond, Security Bond or Mortgage deed, executed by way of security for the due execution of an office, or to account for money or other property received by virtue thereof or executed in favour of a Court for the due discharge of a contingent liability or executed by surety to secure the due performance of a contract.</p> | <p>Five hundred rupees</p> |
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EXEMPTIONS

Bond or other instrument, when executed-

- (a) by any person for the purpose of guaranteeing that the local income derived from private subscriptions to a charitable dispensary or hospital or any other object of public utility shall not be less than a specific sum per mensem;
- (b) under No. 3-A of the rules made by the Provincial Government under section 70 of the Sindh irrigation Act, 1879.

DESCRIPTION OF INSTRUMENTS**PROPER STAMP DUTY**

- (c) executed by persons taking advances under the Land Improvement Loans Act, 1883, or the West Pakistan Agricultural Loans Act, 1958, or by their sureties, as security for repayment of such advances;
- (d) executed by servants of the State or their sureties to secure the due execution of an office or the due accounting for money or other property received by virtue thereof.
- (B) Custom Bond** Five hundred rupees
- (C) Debenture** including a Participation Term Certificate, Term Finance Certificate and Commercial Papers. (whether a mortgage Debenture or not), being a marketable Security transferable. 0.05 percent of the amount per annum on first issue and 0.02 percent per annum of the amount of the commercial papers on subsequent transfer

Explanation The term “Debenture” includes any interest coupons attached thereto, but the amount of such coupons shall not be included in estimating the duty.

EXEMPTIONS

A debenture issued by an incorporated company or other body corporate in terms of a 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 holders, provided that the debentures so issued are expressed to be issued in terms of the said mortgage-deed.

- D. Bottomry Bond**, that is to say, any instrument whereby the master of a seagoing ship borrows money on the ship or prosecute her voyage. 4.5 percent of the amount of the bond.
- E. 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 port of destination. 4.5 percent of the amount of the bond.

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| F. | Any bond not otherwise provided for | 4.5 percent of the amount of the bond. |
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COMMENTARY

(1) Security bond on toll Contracts.

The legal Remembrancer is of opinion that security bonds on toll-contract fall under No. 13 (now No. 10-A) because they do not fall under any other number, and No. 14 (now No. 10-A) cannot apply because it is in respect of money received by virtue of an office. The Advocate General, however, is of opinion, that the bonds should be charged under No. 28 (now No. 10-A), (G.R. No. 5271, dated 6th October 1880).

(2) Agreement – Agreement to deliver a certain quantity of cotton or in default to pay its price at then prevailing market rate.

An agreement to deliver a certain quantity of cotton or in default to pay its price at the then prevailing market rate in consideration of a present delivery of certain quantity of cotton is not an agreement for sale of goods or merchandise. If such an agreement is attested, it falls within sec.2, cl (5)(d) of the Stamp Act and must be stamped as bond under Art 15. (now article 10-F) (Collector of Nimat v. Lakhmichand 98 I.C. 631; A.I.R. 1927 Nag 72).

(3) Security bond for stay of execution against judgment debtor-stamp

A Security bond taken on an order for stay of execution must be stamped in accordance with the Stamp Act and cannot be written on a plain paper bearing a court fee of annas 8 43 I.C. 376 foll. (Guranditta Mal v. Firm Gurdas Mal Ramchand A.I.R. 1925 Lah 552).

(4) Personal security bond for stay of execution – Stamp duty.

A security bond given at the time of stay of execution for the due performance of the decree making the surety personally liable must bear a Court-fee stamp as required by Art 6, Court Fees Act. No. stamp under Stamp Act is necessary as it falls under the residuary Act. 15 (now article 10) Stamp Act, A.I.R. 1925 Cal. 906 (F.B.) Appeal; A.I.R. 1925 Lah 552 not followed (Mahomed Ewaz.v. Haji Nanehmean. A.I.R. 1929 Lah 205)

(5) Bonds executed by Exporters

Bonds executed by Exporters for the due production of a certificate showing that the consignment exported has actually reached the declared destination, should be charged as “Customs Bond” item 26 (now article No. 10-B) of the Schedule 1 of Act. (G.O. No. 53 M. dated 12th May 1916).

(6) Transfer of debentures of the Karachi Port Trust exempt from Stamp duty

Transfer of debentures, whereby for the purpose of securing money advanced by way of loan, a right over the wharfage fees levied by the Karachi Harbour Board under Act III of 1879 is created in favour of the creditor, are exempted from stamp duty by clause 17 (d) of Schedule II of Act 1 of 1879. (L.R. No. 1109, dated 20th September 1881; vide G.R. No. 5649 dated 28th idem).

(7) Security bonds executed by municipal servants liable to Stamp duty.

Security bonds executed by municipal servants are not exempt from stamp duty (G.R. No. 3251, dated 21st May 1888).

(8) Security bonds executed by Stamp vendor liable to Stamp duty

(i) Ordinary licensed stamp vendors are not officers of Government within the meaning of Article 12 (b) Schedule II, Act 1 of 1879. The article would apply to the Government Officers who are appointed ex-official vendor under the rules framed under Section 55 of the Stamp Act. The stamp necessary for stamp vendor's security bond is the amount required by Article 14 (now article 10) Schedule I of the Stamp Act. (L.R. No. 1324, dated 2nd October 1884, vide G.R. No. 8107, dated 14 idem.).

(ii) The existing practice of taking security bonds from the licensed stamp vendors on Non-Judicial papers under article 15 (now article 10-F) read with article 57 (now article 10-A) of Schedule I of the Stamp Act II of 1989 is correct and should continue to be followed. It is not necessary to have any provision inserted into the rules, which have nothing to do with the duty which is governed by Schedule I of the Stamp Act. (Letter No. Rev. 6186 dated 28th September 1935 from the Revenue Commissioner for Sindh to all Collectors in Sindh).

DESCRIPTION OF INSTRUMENTS**PROPER STAMP DUTY**

- 11. Certificate of Sale** (in respect of each property put up as a separate lot and sold) granted to the purchaser of any property sold by public auction by a Civil, or Revenue Court, or Collector or other Revenue Officer. 3 percent of the amount of purchase money only.
- 12. Certificate or other document** evidencing the right or title of the holder thereof or any other person, either to any shares, scrip or stock in or of any incorporated company or other body corporate, or to become proprietor of shares, scrip or stock in or of any such company or body. 0.50 percent of the face value of shares mentioned in the certificate subject to a minimum of one rupee.
- 13. Charter Party**, that is to say instrument (except an agreement for the hire of a tug steamer) whereby a vessel or some specified principal part thereof is let for the specified purposes of the charterer, whether it includes a penalty clause or not. One hundred rupees for every one lac rupees or part thereof the value of the charter party.
14. In the Stamp Act, 1899, in its application to the Province of Sindh, in the Schedule, Article 14 shall be omitted. (Sindh Finance Act, 2004, effective from 01-07-2004)
- 15. Contract**
- (a) That is to say, any instrument in the nature of memorandum or agreement made or entered into by a contractor with Government, a corporation, local body, local authority, commercial or industrial concern, whether singly owned or, run through partnership, body registered under the Company Law, a cooperative society or any other organization to execute any works or to provide engineering consultancy services or any other services covered under above documents including a work order, cargo bill a running rate of contract and other levies and taxes pertaining to local bodies. Thirty Five paisa for every hundred rupees or part of the contract.

(b) Purchase Order

That is to say, to supply or to undertake cartage of stores and materials.

Twenty Five paisa for every hundred rupees or part thereof of the amount of the purchase order.

16. (A) Conveyance as defined by section 2 (10) not being a Transfer charged or exempted under Article No. 31:

(i) To and from Real Estate Investment Trusts Investment Trusts (REIST)

2 percent in accordance with Valuation table or 0.25 percent on Transaction value which ever is higher.

(ii) In any other case

2 percent of the value in accordance with the valuation table.

(B) Transfer of lease by way of assignment

2 percent of the amount of consideration for such transfer or the value in accordance with the valuation table which ever is higher.

Explanation:

- For the purpose of clause (a) “urban area” means
- (i) an area specified by Government under section 3 of the Sindh Urban Immovable Property Tax Act, 1958; or
 - (ii) any built up area together with the land appurtenant thereto or the area occupied as a building site or enclosure and notified by Government to be an urban area.

EXEMPTIONS

Assignment of copyright by entry made under the Copy-right Act, 914, Section 5.

COMMENTARY

1. **Meaning of the word “conveyance”**

If a deed of sale of a mortgage right were a transfer of an interest secured by a mortgage-deed it would fall under Article 60 (b) [(now Article 31(b)] of Schedule I of the Stamp Act. It is true that such a transfer is a ‘conveyance’. The term ‘conveyance’ is defined by the Act, Section 2 (9), to mean ‘an instrument by which property is transferred on sale, but Article 21 (now Article 16) of Schedule I, which covers ‘conveyance’ generally, expressly except conveyances which are transfers of the Kind mentioned in Article 60. But if the mortgage interest transferred by the deed rested upon a verbal contract merely; or if it was an equitable mortgage, Article 60 of Schedule I would not apply, and the deed of sale would fall under article 21. (L.R. No. 1333, dated 23rd October 1883; vide G.R. No. 7828, dated 22nd idem).

2. **Conveyance” Meaning of – Receipt mentioning fact of sale-stamp duty.**

The test to determine whether a document is a conveyance is to find out whether the intention of the parties was that the document should be the sole repository and appropriate evidence of the transaction of sale. If it is so, that Court must hold it to be a conveyance. But if it merely recites a part accomplished fact, it is not a conveyance liable to be stamped or registered as such. A deed which merely acknowledges as a fact that a right is vested in a particular person in not a conveyance, it has to be shown that the right was created by the particular deed in question. A document purporting to be receipt recited that the executants had sold land to M.H. son of A d and MD son of S for Rs. 1038-15-3 for the building purposes and that out of the purchase money Rs. 700 had been received in cash and for the balance another receipt would be passed at the time of payment. It further recited that possession had been given to the purchaser etc. Held the document was only a receipt and not a conveyance under

Art 23 (now Article 1) Stamp Act. (Mahmood Hashim v. Emperor, 13th Lah. L.T. 48 (1935))

3. Stamp duty to be regulated by amount of a consideration in conveyance of a right secured by a decree.

A conveyance of a right secured by a decree, where the consideration for such conveyance differs in amount from the amount for which decree was passed, falls under S.I. of No. 21 (now No. 16) and not under No. 60 (now No. 31), cl. (b) and the stamp should be regulated by the amount of consideration (G.r. No. 3425 dated 24th April 1884).

4. Transfer of prospecting licenses and mining leases.

(i) A transfer of this kind mentioned will presumably assign an interest in immovable property of the value of Rs. 100 or upwards, and, if so,, can be effected by a registered deed under section 17 of the Registration Act, 1877.

(ii) The commissioner S.D. is wrong in saying that is not necessary to again register and Stamp an instrument which has been executed and registered in England. Under section 3(e) of the Stamp Act, the transfer deed, as relating to property situate in British India, must, if received in India, be stamped in accordance with that Act, and section 18 allows three months from the date of the 1st receipt in this country for that purpose. Similarly sections 17 and 49 of the Registration Act, 1874, require registration in accordance with the provision of that Act, as the document relates to property situate in part of British India in which the Act is in force, and section 25 allows four months from date of first receipt for the registration of a document executed out of British India.

(iii) As regards the amount of stamp duty payable in the case of transfer of a lease, the opinion of the Government Pleader, Dharwar, and Commissioner S.D., on the point are in my opinion correct. The case of transfer of a prospecting license is more doubtful; but on the whole I agree that, if it is made by way of sale it falls under the definition of "Conveyance" [section 2(10))] under Article 23 (now Article-16) of the

Schedule of the Stamp Act, and that the duty would therefore be 1 percent on the consideration of the conveyance. Which is required to be stated in the instrument under section 27 of the Act". (L.R. Letter No. 1712 dated 28th July 1904, G.R. No. 6378 dated 19th August 1904).

5. Conveyance in consideration of discharge of debt-Mention of less than actual amount due-Balance stated as waived-Stamp Duty.

The charging words in Art 23 (now Article 16) "where the amount or value of the consideration for such conveyance as set forth therein" do not mean that revenue authorities must have regard only to what the parties to the instrument have elected to state the consideration to be but that the duty must be assessed upon the amount or value of the consideration for the transfer as disclosed upon an examination of the terms of the instrument as a whole. Where in a conveyance of immovable property, the consideration passing to the transferor for executing the conveyance was therein stated to be total sum of Rs. 300 made up of Rs. 250 being the total of two items of principal sum and Rs. 50 being the balance of interest arrived at by waiving Rs. 145-14-0 out of Rs. 195-14-0, the total of two items of interest, Held that the benefit which would accrue to the transferor as the result of duly executing the conveyance was that he would obtain in substance and effect the cancellation of the whole debt of Rs. 445-14-0 which was due from him to transferee, and that stamp duty must be paid on that amount as the agreement to release the balance of the debt formed part of the consideration passing to the transferor for executing the conveyance [(C.R.M.M.L.A. Chettyar Firm. In re-157 I.C. 538; A.I.R. 1935 Rang 243 (S.B.)]

6. Remission. The Stamp duty chargeable under article 23 and 62 (now Article 16 and 31) of Schedule I is remitted on instruments evidencing transfer of property between companies limited by shares as defined in the Companies Act 1913 in cases.

- (i) where at least 90 percent of the issued share capital of the transferee company is in the beneficial ownership of the transferor company, or.

- (ii) Where the transfer takes place between a parent company and subsidiary company one of which is the beneficial owner of not less than 90 percent of the issued share capital of the other, or
- (iii) Where the transfer takes place between two subsidiary companies each of which not less than 90 percent of the share capital is in beneficial ownership of a common parent company;

Provided that in each case a certificate is obtained by the parties from the officer appointed in this behalf by the Local Government concerned that the conditions above prescribed are fulfilled.

(G of I.F.D. Central Revenues No. 1 Stamps dated the 16th January 1937 vide S.G. Notification R.D. No. 30-C dated 30th January 1937).

- 17. Counterpart or Duplicate** of any instrument chargeable with duty and in respect of which the proper duty has been paid. Five hundred rupees

EXEMPTIONS

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

COMMENTARY

- 1. Duplicate receipt for money is liable to stamp duty of one rupee as original one.**

The attention of the Board of Revenue, Lower Province, was directed to a case in which a bank had granted a duplicate receipt to another bank on unstamped paper, although the original receipt was stamped with a duty of one rupee and the money for which the original receipt was granted was required to be accounted for to a party other than the depositor. The case was referred to the Advocated General for opinion as to whether the duplicate was liable to stamp duty, and the following opinion was given by him.

“A receipt for money is an instrument within the meaning of the Stamp Act, (Act 1 of 1879). It follows that duplicate receipt

mentioned in this case is liable to a stamp of one rupee under Article 23 (a) of schedule 1. “(G.I.F. and C. No. 2153 dated 20th July 1883, vide G.R. No. 5885, dated 8th August, 1883).

2. Duplicate receipt for money kept for record exempt from stamp duty.

The preceding order does not apply to documents kept merely for purposes of record. It seems clearly unnecessary that receipt stamp should be affixed to the so-called ‘duplicate receipts’ which are of the nature of office copies (G.R. 6573, dated 15th August 1884).

3. Remission of stamp duty on counterpart of agreement under Section 31 of Abkari Act.

The Governor General in Council is pleased to remit the duty chargeable under the Stamp Act II of 1899 on counterpart agreements executed under Section 31 of the Abkari Act. V. of 1878 (G. of I. Not No. 563, F dated 25th November 1912 vide No. 11598 dated 19th December 1912).

4. Kind of Stamps. Non-Judicial stamped paper or special adhesive stamps.

Note: In the matter of description of stamps to be used, “Counterparts” or “Duplicates” should always follow the rule applicable to the original documents (Endorsement on I.G. Letter No. 813, dated 31st May 1879, to the Government of Bombay).

18. Exchange of Property
Instrument of

The same duty as leviable on conveyance for a consideration equal to the value of the property of greater value as set forth in such instrument.

19. Financing document, that is to say, any instrument or set of instruments in the nature of sale and re-purchase on mark-up basis, agreement of letter of hypothecation or pledge, mortgage, memorandum of deposit of title deed or deed of floating charge executed in favour

DESCRIPTION OF INSTRUMENTS**PROPER STAMP DUTY**

of a banking company by any of its customers under any mode of finance not based on interest, in a single transaction.

(i)	Where the amount does not exceed Rs. 0.5 Million, <i>(this clause effective from 01-07-2016)</i>	0.3 percent (Advalorem)
(i-a)	Where the amount does not exceed Rs. 1.00 Million	Fifteen hundred rupees
(ii)	Where the amount exceeds Rs. 1.00 Million, but does not exceed 10.00 Millions.	Three thousand & Eight hundred rupees
(iii)	Where the amount exceeds Rs. 10.00 Millions, but does not exceed 50.00 Millions,	Fifteen thousand rupees
(iv)	Where the amount exceeds Rs. 50.00 Millions, but does not exceed 100.00 Millions.	Thirty-eight thousand rupees
(v)	Where the amount exceeds Rs. 100.00 Millions, but does not exceed 300.00 Millions.	Fifty Three thousand rupees.
(vi)	Where the amount exceeds Rs. 300.00 Millions, but does not exceed 500.00 Millions,	Seventy Five thousand rupees
(vii)	Where the amount exceeds Rs. 500.00 Millions. <i>(rates revised with effect from 08-10-2002)</i>	One lac fifty thousand rupees

20. (a) (i) Gift-Instrument of, not being settlement (No. 30) or will or transfer (No. 31)

(ii)	Affidavit or declaration in writing to confirm an oral gift made in favour of a person other than a legal heir;	2 percent of the value of the property as determined in accordance with the valuation
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table.

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| (b) | Affidavit or declaration in writing to confirm an oral gift made in favour of Spouse, father, mother, son, daughter, grand parents, grand children, Brother and Sister | One fifth of the duty leviable on conveyance (No. 16). |
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21. Lease , including an under lease or Such lease, an agreement to let or sub-let and the surrender of a lease.

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| (i) | where the lease relates to open plots, flats, shops, offices town houses and bungalows, together with the right in the divided shares or otherwise of the plot where the value thereof determined in accordance with the valuation table under Section 27-A. | One percent as per valuation table |
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| ii) | surrender including lease or sub-lease and pre-lease in respect of open or built up property in urban areas under section 27-A(except In case when surrender to KDA,DHA or any other Government Agency) | Two percent of such value determined in accordance with the valuation table. |
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| (iii) | in any other case | 1.5 percent of the total amount of the rent payable under the lease including advance rent, if any, payable under the lease and two percent on the amount of premium if any. |
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| iv) | Lease or Sub-lease to and from Real Estate Investment | 1 percent in accordance with the valuation table or 0.25 percent on |
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Trust (REITS)

transaction value which ever is higher.

COMMENTARY

1. For definition of lease see section 2 (16) of Stamp Act.
2. An under-lease or sub-lease is to be distinguished from a transfer of lease chargeable under article 16.
3. An agreement to let or sub-let has been expressly provided for in this article. If a formal deed of lease is executed afterwards duty on it will not exceed duty chargeable on an agreement under Article 3(e)
4. An agreement to let was contained in unstamped letters. The deed of lease was written out on stamped paper but not executed. It was held that the letter contained an agreement to let and duty and penalty were levied accordingly (Body v. Kreig. 17 Cat. 548) See also section 35 proviso (c).
5. Rent may be money, a share of crops, service or any other thing of value, to be rendered periodically or on specified occasions, to the lessor by the lessee. [Section 105, Transfer of Property Act (IV of 1882)].
6. There was a lease of rent and fixtures for 34 years at an annual rent of Rs. 3,000 with stipulation for payment of certain sum on payment of which the fixtures were to become the property of the lessee. Held, that the sum so stipulated to be paid was not a fine or premium and that the document was a lease for a rent of Rs. 3,000 per annum for a term of 34 years and also an agreement falling under Article 5 (d) (now Article 3(e) in re United Provinces Electric Supply Co., 61 Cal. 556).
7. “Term” the option for renewal does not affect the term of lease (25 Mad 3).

8. The ruling of the Calcutta High Court (Amolia versus Ibrahim Ishak, 46 Cal. 804) is no longer good law, vide explanation 2 of this article. Before the Legislature stepped in, the Allahabad High Court had decided no to follow the Calcutta High Court and had held a lease from month to month or year to year to be a lease for an indefinite period (Mangal Puri versus Baldeo Puri, 1938 A.L.J.324)
9. A zar-i-peshgi lease for one year containing a stipulation that the lease would remain in force until the money was paid off is a lease for an indefinite period.
10. Where an annual rent is nominally, fixed but the whole rent is made payable in advance the case falls under clause (ii).
11. Leases conferring occupancy rights are perpetual leases.
- 22. Letter of Credit,** is to say the instrument including application and agreements for opening letter of credit by which one person authorizes another to give credit to the person in whose favour it is drawn.
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| (a) | if the amount of letter of credit does not Exceed Rs. 50,000 | Two hundred rupees |
| (b) | if the amount exceeds Rs. 50,000 but does not exceed Rs. 500,000 | Four hundred rupees |
| (c) | for any amount exceeding Rs. 500,000 | One thousand Rupees |
- 23. Mortgage-deed or a deed of further charge** not being an Agreement relating to Deposit of Title Deeds, pawn or pledge (No. 19), Bottomry bond (No. 16), Financing document (No. 19), Repondentia bond (No. 10), or Security bond (No. 10)
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| (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. | 3 percent of the amount secured by such deed. |
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DESCRIPTION OF INSTRUMENTS**PROPER STAMP DUTY**

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| (b) | when possession is not given or agreed
To be given as aforesaid; | 2 percent of the
amount secured by
such deed. |
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Explanation: A mortgagor who gives to the mortgagee power of attorney to collect rents or a lease of the property mortgaged or part thereof, is deemed to give possession within the meaning of this article.

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| (c) | when a collateral or auxiliary or additional
or substituted security, or by way of further
assurance for the above-mentioned purpose
where the principal or primary security is
duly stamped. | |
| | For every sum secured not exceeding
Rs. 1,000; | Fifteen rupees |
| | and for every Rs. 1000 or part thereof
Secured in excess of Rs. 1,000; | Fifteen rupees |
| (d) | hypothecation of moveable property
not based on interest. | 0.2 percent of the
amount of the loan
or finance mention-
ed in the document. |

EXEMPTIONS

- (1) Instruments, executed by persons taking advances under the Land improvement Loans Act, 1883 or the West Pakistan Agriculturist Loans Act, 1951 or by their sureties as security for the repayment of such advances.
- (2) Letters of hypothecation accompanying a Bill of Exchange.

COMMENTARY

Mortgage deed is an instrument for further charge on the property already mortgaged with possession.

The undermentioned noted opinion of Remembrancer of Legal Affairs No. 1117, dated 4th September 1885, was communicated to the Inspector

General of Registration and Stamps for information and guidance with reference to the following letter No. 2046, dated 25th July 1885, from that Officer.

1. A perusal of the correspondence confirms my opinion that the view taken by the Inspector General of Registration and Stamps is correct.
2. The mistake committed by the Registrar is in saying that the property mortgaged by deed be consisted of two houses. It consisted of one house and portion of another house. A lien was not created on property already hypothecated.
3. "I have the honour to submit translations, marked respectively. A and B, of two deeds registered some months since, the one in the Viramgam, the other in the Parantij Sub-Registry Office in the district of Ahmedabad, concerning which, as regard the questions of stamp duty, considerable correspondence has been passed between the Registrar of Ahmedabad and myself, with the result that we cannot agree.
4. Deed A, I hold to be an instrument for further charge on which the stamp duty instead of being Rs. 5 should have, under the provisions of clause (a) of Article 30 (now Article 23 (b)) of Schedule No. 1 of the General Stamp Act, amounted to Rs. 10, the sum advanced on mortgage being Rs. 1,000. I would shortly describe this deed as mortgaging without possession certain property not previously under hypothecation, and also at the same time confirming (or mortgaging a fresh) the hypothecation of two gardens previously mortgaged confirming (or mortgaging a fresh) the hypothecation of two gardens previously mortgaged with possession. It is on the latter circumstance that I rely in forming the opinion that the deed is an instrument of further charge on property already mortgaged with possession.
5. instrument marked B, the Registrar of Ahmedabad holds to be on all fours as regards its character, with instrument marked A and it is on this point that I join issue with Mr. Reid. Instrument Marked B purports to mortgage without possession certain houses and it recites the fact that a room in one of these two houses had previously been mortgaged with possession to the same mortgagee, but I do not understand that the present instrument again mortgages that room, and I rely on the following passages appearing in the deed for holding that opinion.

A room of this house No. 2 is in your possession under a deed of the mortgage with possession previously executed to you. The remaining

portion of the said house is given to you in mortgage without possession. In consideration of the above mentioned amount the whole of house No. 1 and out of the house No. 2 the front portion of the ground floor and excepting the mortgage on the room the remaining portion of the said house are given in writing in mortgage.

6. The Registrar of Ahmedabad agrees with me in thinking that on the first named deed a stamp of Rs. 10 is required, holding as I do that the instrument imposes a further charge on property already mortgaged with possession. In the second case he is apparently of opinion that the instrument while mortgaging without possession, two houses, a room in one of which was previously mortgaged with possession, creates a further lien on that room and that room and that is the point on which we differ, he holding that the stamp on the latter deed should have been one of Rs. 2 on the sum of Rs. 140 received by the property hypothecated, I holding that the stamp duty of Re. 1 actually paid is sufficient, seeing that as I construe deed B the already hypothecated room, is not again pledged as security for a further charge thereon.
7. The Registrar having asked that the point should be submitted to the Legar Remembrancer for opinion, I have the honor respectfully to request that these papers may be placed before the latter officer. (G.R. No. 7500 dated 16th September 1885).

23-A	Mortgage deed or any other financing instrument or set of instruments based on interest securing loan from any bank or any other (effective from 30-07-2002)	One percent of the entire amount of loan advanced.
24.	Notarial Act , that is to say, any instrument endorsement, note, attestation, certificate or entry made or signed by a Notary Public in the execution of the duties of his office, or by any other person lawfully acting as a Notary Public.	Five rupees
25.	Partition Instrument of [as defined by section 2 (15)]	One percent of the value of the separated share or shares of the property.

Explanation: The largest share remaining after the property is partitioned (or if there are two or more shares of equal value and not

smaller than any of the other shares, then one of such equal shares) shall be deemed to be that from which other shares are separated;

Provided always that

- (a) when an instrument of partition containing an agreement to divide property in severality is executed and a partition is effected in pursuance of such agreement, the duty chargeable upon the instrument affecting such partition shall be reduced by the amount of duty paid in respect of the first instrument but shall not be less than four rupees.
- (b) when land is held on Revenue Settlement for a period not exceeding thirty years and paying the full assessment, the value for purpose of duty shall be calculated at not more than five times the annual revenue;
- (c) Where a final order for effecting a partition passed by any Revenue authority or any Civil Court, or an award by an arbitrator directing a partition, is stamped with the stamp required for an instrument of partition in pursuance of such order or award is subsequently executed, the duty on such instrument shall not exceed four rupees.

26. Policy of Insurance

A. Sea Insurance (See Section 7), and Policy by Air.

(1) For each voyage	If drawn singly.	If drawn in duplicate for each part.
(i) where the premium or consideration does not exceed the rate of 1/8 percent of the amount insured by the policy; for every full sum of Rs. 5,000 and also any fractional part thereof insured by the policy;	Thirty paise	Fifteen paise
(ii) in any other case, in respect of every full sum of Rs. 2000 and also any fractional part thereof insured by the policy	Fifty paise	Thirty Five paise

DESCRIPTION OF INSTRUMENTS**PROPER STAMP DUTY**

(2) For time
In respect of every full sum of Rs. 2,000 or part thereof insured by the policy.

(i) where the insurance shall be made for any time not exceeding six months; Ninety Fourty
paise Five
paise

(ii) where the insurance shall be made for any time exceeding six months and not exceeding twelve months. One rupee Ninety
Eight paise paise

B. Fire-Insurance and Other Classes of Insurance, not Elsewhere Included in this article, covering goods, Merchandise, Personal Effects, Crops and other property Against Loss or Damage.

(1) in respect of an original policy
(i) when the sum insured does not Exceed Rs. 5,000 One rupee fifty paise
(ii) in any other case Fifty rupees

(2) in respect of each receipt for any payment of a premium on any renewal of an original policy One half of the duty payable in respect of the original policy in addition to the amount if any, chargeable under No.1

C. Accident and Sickness Insurance

(a) Against railway accident, valid for a single journey only. Fifteen paise

EXEMPTION

When issued to a passenger traveling by the intermediate or the third class in any railway.

(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.2000 and also where such amount Seventy-Five paise. Provided that in case of a policy of insurance against death by accident when the annual premium payable does not

DESCRIPTION OF INSTRUMENTS	PROPER STAMP DUTY
exceed Rs.2,000, for every Rs.2,000 or part thereof.	exceed Rs.2.50 per Rs.1,000 the duty on such instrument shall be five paisa for every Rs.1,000 or part thereof the maximum amount which may become payable under it.

D. Insurance by way of Indemnity

Against liability to pay damages on account of accident to workman employed by or under or against liability to pay compensation under the Workmen’s Compensation Act, 1923 for every Rs.100 or part thereof payable as premium.	Fifteen paisa
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E. Life, Health Insurance or the Insurance not Specially Provided for except such Re-Insurance as is described in Division of this article.

	if drawn singly	if drawn in duplicate for each part.
(i) for every sum insured not Exceeding Rs.250;	Thirty paisa	Fifteen paisa
(ii) for every sum insured exceeding Rs.250 but not exceeding Rs.500	Sixty paisa	Thirty paisa
(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	One rupee twenty paisa	Sixty paisa

EXEMPTIONS

DESCRIPTION OF INSTRUMENTS**PROPER STAMP DUTY**

Policies of life insurance granted by the Director General of Post Officers in accordance with rules for Postal Life Insurance issued under the authority of the Central Government.	
F. 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 Payment on the Original Insured of a certain part Part of the Insured thereby.	Equal to the duty payable in respect of the original insurance but not less than five paise or more than one rupee.

GENERAL EXEMPTIONS

Letter of cover or engagement to issue a policy of insurance.

Provided that, unless such letter or engagement bears the stamp prescribed by this Act for such policy nothing shall be claimable thereunder, nor shall it be available for any purpose, except to compel the delivery of the policy therein mentioned.

27. Power of attorney as defined by section 2(21)	
(a) when executed for the sole purpose of procuring the registration of one or more documents in relation to a single transaction or for admitting execution of one or more such documents	One hundred rupees
(b) when authorizing one person or more to act in a single transaction other than the case mentioned in clauses (a), (e) and (ee)	Two hundred rupees
(c) when authorizing not more than five persons to act jointly and severally in more than one transaction or generally; other than the case mentioned in clauses (a), (e) and (ee)	Five hundred rupees
(d) when authorizing more than five but not more than ten persons to act jointly and severally in more than one transaction or generally; other than the case mentioned in clauses (a), (e) and (ee)	One thousand rupees

(e)	when give for consideration and authorizing the Attorney to sell any immovable property	3 percent of the value in accordance with the valuation table or amount of consideration which ever is higher.
(ee)	when given not for consideration and authorizing the Attorney to sell any immovable properties.	Five thousand rupees
(f)	in any other case.	One hundred rupees

Explanation 1: For the purposes of this Article more persons than one when belonging to the same firm shall be deemed to be one person.

Explanation 2: The term "Registration" includes every operation incidental to registration under the Registration Act, 1908.

COMMENTARY

Clause(c)

1. **A mukhtiarnama authorizing three persons to conduct all privileges is a general power of attorney and to be stamped as such.**

A mukhtiarnama which authorizes three persons to exercise all khoti privileges and to recover all khoti dues cannot be considered as authority to act in a single transaction. A document of such nature comes under Article 50 (c) (now Article 27(c)) of Schedule 1 of Act of 1879., and should be written on a stamped paper of Rs. 5. (now Rs.200/-) (G.R. No. 1365, dated 3rd March 1887).

2. The general authority or pass in Form-A issued by the holder of a general license in Form G or H under Rule 4-A, Chapter V, part II of the Rules under the Petroleum Act, is a power of attorney under section 2(21) of the Stamp Act and is therefore chargeable to stamp duty under Article 48 (now Article 27) of Schedule I of the Stamp Act (G.R.R.D. No. 7427/28, dated 29th December 1931).

3. Power of attorney – Number of persons executing – if material

In computing the Stamp duty payable on a power of attorney, the number of persons executing the power is not taken into account. It is the number of agents appointed and the power of such agents which determine the amount of the stamp duty (Jogi Ram v. Mohammad Refi 73 I.C., 1923 Bom. 237)

4. Stamp duty not required on powers of attorney granted by Government officers while on tour to receive payment out of their salaries.

A power of attorney is not required in cases in which District Officers and their subordinates while on tour in the districts order payment out of the salaries at the quarter station; no stamp duty is, thereof, necessary. (G.R. No. 7464 dated 19th December 1876)

5. Power of attorney executed by a Government Pensioner to draw his salary from a Residency Treasury exempt from stamp duty.

A power of attorney executed by a Government pensioner authorizing his agent to draw during his absence from Baroda, his pension from the Residence Treasury which is situated in Baroda territory, is not liable to stamp duty. (G.R. No. 3464 dated 4th June 1887).

6. Power of attorney by Collectors in favour of Government Pleader to conduct suits, exempt from stamp duty.

Collectors against whom suits are pending in the High Court may furnish a general power of attorney to the Government Pleader in that Court on plain paper, it being not necessary to execute it on stamped paper. But this ruling cannot be held to apply to vakalatnamas given by a Collector to Government Pleader, for general powers of attorney are governed by the Stamp Act which specially exempts from stamp duty instruments executed by or on behalf of Government, while vakalatnamas are governed by the Court Fees Act, which contains no such exemption. Vakalatnamas given by Collectors, when such documents are necessary, are liable to the prescribed court fee. (G.R. No. 4683, dated 1st August 1877, and 2436, dated 11th May 1878).

7. Authority granted by ministerial officers to draw their salary whether liable to stamp duty.

Under Article 940 of the Civil Service Regulations the leave allowance of a ministerial officer can be drawn only at the Treasury where his salary is payable. In consequence of this rule, ministerial officers, when spending their leave at station far removed from the place of their employment, are obliged to have their allowances drawn through fellow officers or friends living at the places where they are employed. As these agents are in most cases only informally appointed agent is not a valid dis-charge, the practice was represented as unsafe. It was at the same time urged that it would be great hardship to require men upon small salaries to go through the formality of executing a regular stamped power of attorney, and that the Government of India should exempt from stamp duty instruments executed by public servants drawing not more than Rs.200 a month, for the sole purpose of realizing their leave allowances. Before finally deciding on the question, inquiry was made by the Government of India as to the practice of the several local Governments and Administrations in respect of the payment of leave allowances of ministerial an other non-gazetted officers when such allowances were not drawn by the absentees in person. The Local Governments were also asked to report if a change in the existing practice was considered necessary. From the replies received it appeared that the arrangement varied in different provinces, but the general consensus of opinion was that the present arrangement worked well and did not require to be altered in any way. Under these circumstance the Government of India decided that the existing arrangements need not to be disturbed. (G.I.F. & C. No. 58, dated 5th April 1882 vide G.R. No. 2642 dated 24th idem).

8. Stamp duty on power of attorney written in any other language and executed out of British India to be indicated as prescribed by Rules.

The stamp duty on power of attorney written in any other but the English language and executed out of British India should be indicated in the manner prescribed in Rule 11 of the ruels under the Stamp Act, 1879 (promulgated under Financial Notificatio NO. 196, dated 19th April 1879) which applies expressly to all documents executed out of British India excepting those therein indicated (G.I.F. & C. No. 2471 dated 29th August 1879, vide G.R. No. 4809,

dated 10th September 1879) see now Rule 12 of the Indian Stamp Rules, 1925.

9. A general power of attorney executed by two persons authorizing three persons to act jointly or severally (for the joint interest) falls under clause (c) (Jogi Ram vs. Mohammad Rafi, 80 I.C. 467 Oudh).
10. A power of attorney which enables an agent to realize a judgement debt and institute a suit and execute a decree is a general power of attorney. (In Ire Gopal Rao, 3 Bom L.R. 890).
11. Clauses (e) – Power to sell any immovable property is liable to be stamped as a conveyance only when that power is given for a consideration.
12. Clause (f) – is a general provision for all such powers of attorney not provided for by other clauses (Parmanand vs. Sat Prasad, 33 All. 487)

MORE POWERS THAN ONE

13. A and B executed a power of attorney in favour of C and D and authorized them to act for their joint as well as separate interests. Held, that the document consisted of two powers and was chargeable with a duty of Rs.400.
14. A executed a power of attorney in favour of three persons (including his son), he gave his son more power than was given to the other two persons. Held, that the document consisted of two powers and was chargeable with double duty.

28. Promissory Note as defined by Section 2 (22)-

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| (a) | when payable on demand | |
| (i) | when the amount or value does not exceed two hundred fifty thousand rupees; | Five hundred rupees |
| (ii) | when the amount exceeds two Hundred fifty thousand rupees. | One thousand rupees |
| (b) | when payable otherwise than on demand | 0.2 percent of the amount payable otherwise than on demand. |

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| <p>29. Release, that is to say, any instrument (not being such a release as is provided for by section 23-A) whereby a person renounces a claim upon another person or against any specified property.</p> | <p>2 percent of the value of property determined in accordance with the valuation Table.</p> |
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COMMENTARY

Explanation of the difference between “release” and “conveyance”
 “It depends upon the nature of the mortgage whether a deed executed by a mortgagee transferring his rights over the property to the assignee of the rights of the mortgagor, is a re-conveyance or release. If the original mortgage deed was ostensibly a sale the subsequent document in question would be conveyance. Where, however, as apparently in the case cited, the property has not been sold to the mortgagee, the mortgagee need only execute a release to convey his rights to the assignee of the mortgagor’s right of redemption. The form of the document would generally show its nature; the document of which a copy has been sent is clearly release, not a conveyance. “(Para 2 of the letter No. 1090 dated 28th April 1909 from the Remembrancer fo Legal Affairs). (G.R. No. 4519, dated 17th May 1909).

30. Settlement

- | | |
|--|---|
| A- Instrument of (including a deed of dower) | |
| <p>(i) where the settlement is made for a religious or charitable purpose.</p> | <p>4.5 percent of the value of property settled</p> |
| <p>(ii) in any other case.</p> | <p>Two percent of the value in accordance with the valuation table under section 27-A and 27-B or five percent of the value of moveable property settled.</p> |
| | <p>Provided that, where an agreement to settle is stamped</p> |

with the stamp required for an instrument of settlement and an instrument of settlement in pursuance of such agreement is subsequently executed, the duty on such instrument shall not exceed four rupees;

Provided further, where an instrument of settlement contains any provision for the revocation of the settlement, the amount or value of the property settled shall, for the purposes of duty, be determined as if no such provisions were contained in the instrument.

EXEMPTIONS

Deed of dower executed on the occasion of marriage between Muslims.

B-Revocation of-

5 percent of the value of the property concerned, as set forth in the instrument of Revocation but not exceeding fifty rupees.

COMMENTARY

Distinction between dower and settlement in Mahomedan marriages for purpose of stamp duty.

A deed of dower is a settlement, and all settlements between Mahomedan are liable to stamp duty except deeds of dower executed on the occasion of a marriage. Exemption follows only on two separate conditions being fulfilled:-

- (1) The settlement must be a deed of dower.
- (2) It must be executed on the occasion of a marriage

Whether or not each of these conditions is fulfilled is a question of fact in each case. I know no authority for the proposition that a deed of dower must be absolutely unconditional. On the other hand there are several kinds of marriage agreements which are not deeds of dower. Hence (in my opinion) neither the Collector nor the Inspector General is right. Each document must be judged on its own merits as to whether it complies with both the conditions supra. (Memo from the Remembrancer of Legal Affairs, No. 0 Stamp 4 dated 10th April 1928 G.R.R.D. No. 355/28, dated 27th April 1928).

31. Transfer (whether with or without consideration)-

- | | |
|---|---|
| (a) of shares in an incorporated company or
Other body corporate | (i) 1.5 percent of the face value of shares subject to a minimum of one rupee; on physical and on withdrawal from the Central Depository Company.
(ii) 0.15 percent of the face value of shares deposited to the Central Depository Company. |
| (b) of debentures being marketable securities whether the debenture is liable to duty or not except debentures provided for by section 8; | 3 percent of the face of debentures subject minimum of two rupees. |

DESCRIPTION OF INSTRUMENTS**PROPER STAMP DUTY**

- | | |
|---|--|
| (c) of any interest secured by a bond,
A mortgage – deed or policy of insurance- | |
| (i) if the duty on such bond, mortgage deed, or policy does not exceed twenty rupees; | The duty with which such bond, mortgage deed or policy of insurance is chargeable |
| (ii) in any other case | Thirty rupees |
| (d) of any property under the Administrator General's Act, 1913, Section 31; | Thirty rupees |
| (e) of any trust-property without consideration from one trustee to another trustee or from a trustee to a beneficiary. | Twenty rupees or such smaller amount chargeable under clause (a) to (c) of this Article. |

EXEMPTIONS

- Transfers by endorsement-
- (a) of a bill exchange, cheque or promissory note;
 - (b) of a bill of lading, delivery order, warrant for goods, or other mercantile document of title to goods.
 - (c) of a policy of insurance
 - (d) of securities of the Central Government.

COMMENTARY**1. Clause (a) and (e)**

On the question whether the transfer of shares, in the following circumstances to the name of the constituent of a Bank from that of its nominee is chargeable under clause (a) or clause (e) of schedule I of the Stamp Act-

- (1) Where a constituent of a Bank has transferred shares to the nominee of the Bank as security for an overdraft and when he has no longer the overdraft with the Bank but is temporarily or permanently in

credit requests that certain shares should be transferred back to his own name from that of the nominee.

- (2) Where a constituent of a Bank purchases two or three lots of shares and pays for the same out of his credit balance and subsequently purchases more shares against a loan from the Bank eventually the Bank finds itself in possession of a considerable quantity of security consisting of shares in the name of the nominee of the Bank against a loan or comparatively small dimensions as compared with the amount of security held. Finally the constituent requests that certain shares may be transferred back from the nominee to his own name.
- (3) Where the Banker or any other Agent acting as such purchases shares for a constituent and as a matter of convenience, places these shares in the name of a nominee; assuming in such a case that at no time during the currency of the transaction had there been any overdraft, loan or consideration of any kind whatsoever.

The opinion of the Remembrancer of Legal Affairs, Bombay.

In first and second cases, the shares being held by the Banker at one time as security for the overdraft, the relation between the parties is that of creditor and debtor and not of trustee and “cestuique” trust. The subsequent release and transfer is therefore, chargeable under Article 62 (a) (now article 31(a) of the Stamp Act, 1899.

The third case.

It is clear from the wording of Article 62 (e) (now article 31 (e) in the 2nd column of Schedule 1 of the Stamp Act that the operation of Article 62 (a) is limited by Article 62 (e) and that if the shares are transferred from a trustee to a beneficiary the case would be governed by Article 62 (e).

The only question, therefore is, whether the parties in the case suggested, do stand to one another in the relation of trustee and beneficiary. In my opinion the effect of the transaction is to create an implied trust. In English Law the transfer of property to a person who gives no value for it is deemed prima facie to be a transfer of the legal but not of the equitable estate and by operation of law “a resulting trust” arises in favour of the transferor. Similarly when one person advances the purchase money, and the property is formerly conveyed to another who is stranger to such person a resultant trust arises in favour of the real purchaser (vide Colletts Specific Relief Act, page 9). The Trust Act, II of 1882, embodies the principle in section 82.

It would seem, therefore, that the stamp duty payable is regulated in the case quoted by Article 62 (e) (now article 31 (e) of the Schedule. (G.R.R.D. Nos 6009 dted 8th January 1923 and 14th March 1923).

2. Clause (c)

Interpretation

The stamp duty to be levied in the case of transfers of mortgage loans should be what is chargeable now on the mortgage deed if the duty charged on the mortgage deed the interest of which is sought to be transferred, is not more than Rs. 5 and in an other case Rs. 10. Thus transfer of a mortgage for Rs. 400 the mortgage deed being executed before 1st April 1922, the stamp duty on the transfer would be Rs. 6 and not Rs. 10 (G.R.R.D. No. 6240, dated 25th October 1922).

3. Clause (e)

Stamp duty to be charged on a deed evidencing a transfer of assets of a Syndicate who had gone into liquidation by reason of its having only one shareholder who had paid off the cumulative preference shares issued by the Syndicate and the debenture loan raised by that body.

The Tata Iron and Steel Company Ltd., having paid off the loan of debenture stock raised by the Indian Collieries Syndicate Ltd., as also the whole of the cumulative preference shares issued by that body, purchased for cash the whole of the ordinary share capital of the Syndicate, and had these transferred to itself. The Syndicate then having only one shareholder went into voluntary liquidation, and the Tata Company asked the liquidators to cause the property and assets of the Syndicate to be transferred to the Company. A deed was accordingly drawn up evidencing such transfer and characterizing it as a transfer of trust property, without consideration, from a trustee to a beneficiary. The document was stamped with a stamp of Rs. 10, Rs. 5 being for a transfer under Article 62 (e) (now article 31 (e) of Schedule I of Act II of 1899 and the balance for a release under Article 55 (b) now article 29)

On a reference to the High Court (Calcutta) under section 57 (1) it was held that Article 62 (e) did not apply as this was not a case of transfer of trust property, without consideration, from a trustee to a beneficiary the transferee company not being a beneficiary in whom ownership had already

vested (for the assets of the Syndicate until dissolution continued to belong to the Syndicate) nor could the liquidator be a trustee, nor the transfer a transfer without consideration. The document was accordingly found to attract duty under Article 23 (now article 16 Schedule I, Act II of 1899, on the whole sum paid by the Tata Company, on account of the debenture loan an of both preference shares and ordinary shares. The duty of Rs. 5 for release under Article 55 (b) was not payable, such release being merely

**SECTION 29 OF THE STAMP ACT 1899
(DUTY BY WHOM PAYABLE)**

29. In the absence of any agreement to the contrary, the expense of providing the proper stamp shall be borne in the case of any instrument described in any of the following Articles of Schedule namely:-

No.1 (Acknowledgement and Receipt) by the person(s) executing the same.

No.2 (Affidavit or declaration) by the deponent(s)

No.3 (Agreement or Memorandum of an Agreement (a) and (b) by the purchaser(s) by the person(s) in whose favour the reconveyance is executed, (d) by the partner(s); and (e) by the executants(s)

No.4 (Allotment Order or Transfer of Allotment Order) by the person(s) in whose favour it is issued.

No.6 (Bank Guarantee) by the person(s) in whose favour it is issued.

No.7 (Bill of Entry by the executant(s)

No.8 (Bill of Exchange) by the executant(s)

No.9 (Bill of Lading) by the consignee(s)

No.10 (Bond) by the executant(s)

No.11 (Certificate of Sale) by the purchaser(s)

No.12 (Certificate or other document) by the company or body corporate issuing such certificate or document.

No.13 (Charter Party) by the charterer

No.15 (a) (Contract) by the contractor
(b) Purchase Order by the Purchaser

No.16 (Conveyance) vendee or transferee

No.18 (Exchange of Property Instrument) by the parties in equal share.
No.19 (Financing document) by the borrower.

No.20 (Gift Instrument) by the donee(s)

No.21 (Lease including an under-lease or sub-lease, an agreement to let or sub-let and the surrender of a lease) by the lessee.

No.22 (Letter of Credit) by the person(s) in whose favour it is drawn.

No.23 (Mortgage deed or a deed of further charge) by the mortgagee.

No. 23A (Mortgage deed or any other financing document) by the mortgagee.

No.24 (Notarial Act) by the Notary Public.

No.25 (Partition instrument) by the parties in their respective shares or for the execution of order by court arbitrator as directed by the court or arbitrator.

No.26 (Policy of Insurance) by the person(s) in whose favour the policy is issued.

No.27 (Power of Attorney) by the Attorney otherwise by the Principal.

No.28 (Promissory Note) by the executant(s)

No.29 (Release) by the person renouncing a claim upon another person or against any specified property.

No.30 (Settlement) by the person(s) making the settlement.

No.31 (Transfer) by the transferee.

**GOVERNMENT OF SINDH, BOARD OF REVENUE (RS & EP) WING 79-SINDH SECTT. KARACHI.
NOTIFICATION**

NO.CIS/SW/BOR/2016-726:- In exercise of the Powers conferred by Section 27-A of the Stamp Act, 1899, and in supersession of this Department's Notification No. CIS/SW-397/BOR/2010-1216, dated 02.07.2010, the Chief Inspector of Stamps is pleased to notify the following Valuation in respect of urban properties located within Province of Sindh with effect from 1st July, 2016.

Urban Areas	A-I RS.	I RS.	II RS.	III RS.	IV RS.	V RS.	VI RS.
Open Plot residential Minimum Value per sq.yard	17820	11550	6600	2970	1980	1188	594
Open Plot Commercial Minimum Value per sq.yard	41400	25876	12420	6210	3312	2070	1036
Open Plot Industrial Minimum Value per sq.yard		2640	1320				
Built-up residential property Minimum Value per sq.yard	27720	14850	9240	3960	2970	1980	1386
Built-up Commercial Minimum Value per sq.yard	49680	34500	17940	8280	5590	3726	2484
Built-up Industrial Minimum Value per sq.Fit		463	463				
Built-up Fltas Minimum Value per sq.foot of the covered area	2970	2146	1188	594	496	298	150

**CATEGORIES OF PROPERTIES SITUATED IN
DIFFERENT AREAS OF KARACHI**

	Residential	Commercial	Industrial	Flats
Abdullah Haroon Road	I	A-I	I	I
Al-Hilal Cooperative Housing Society	I	I	I	I
Artillery Maidan Quarters	I	I	I	I
Akhtar Colony	III	III	II	III
Al-Falah Cooperative Housing Society	III	II	II	III
Aminabad	III	III	II	III
Azam Basti	III	III	II	III
Area facing Drig Colony (PIA Green Colony)	IV	IV	II	IV
Ashraf Nagar	IV	IV	II	IV
Ali Basti	V	V	II	V
Bhutta Village	V	V	II	V
Bin Qasim (Pipri excluding Gulshan-e-Hadeed)	V	V	II	V
Bakhshan Village	IV	IV	II	IV
Baba & Bhit Island	IV	IV	II	IV
Behar Colony, Clayton Road	III	III	II	III
Baloch Colony	III	III	II	III
Burns Road	I	I	I	I
Bombay Bazar	I	A-I	I	I
Bandar Quarters	I	I	I	I
Bath Island Quarters	A-I	II	I	A-I
Bohri Bazaar	II	A-I	I	II
Bufar Zone 14-A, 14-B, 15-A-I, 15-A-II 15-A-III, 15-A-IV, 15-A-V, 15-B & 16-A	II	I	I	II
Baldia Town	VI	VI	II	VI
Chandio Village P.S. Defence	IV	IV	II	IV
Civil Line Quarters	A-I	I	I	A-I
Clifton Quarters	A-I	I	I	A-I
Cattle Colony	V	V	II	V
Chanser Goth	V	V	II	V
Chandni Chow, KDA Scheme No. 7	II	II	I	II
Deh Thanno	V	V	II	V
Doda Village	V	V	II	V
Defence Officers Cooperative Housing Authority, Phase-I-II, III & V	A-I	I	I	A-I
Defence Officers Cooperative Housing Authority, Phase IV, VI, & VII (excluding Phase VII extention)	I	I	I	I
Defence Officers Cooperative Housing Authority, Phase VII extention & VIII	IV	IV	II	IV
Defence Officer Housing Scheme, Malir Cantonment	II	II	I	II
Depot Line	I	I	I	I
Doli Khata	IV	IV	II	IV
Dhoraji Cooperative Housing Society	A-I	I	I	A-I
Dehli Mechantile	I	I	I	I
Dehli Colony	III	III	II	III
Drigh Cantonment	III	III	II	III
Darakshhan Cooperative H. Society	III	II	II	III
Deh Drig	IV	IV	II	IV
Ejaz Colony	III	III	II	III
Firdous Colony	II	II	I	II
Fatima Jinnah Colony	I	I	I	I
Federal B. Area	II	II	I	II
Frere Quarters	I	I	I	I

	Residential	Commercial	Industrial	Flats
Future Colony	V	V	II	V
Gulshan-e-Iqbal, Block-17	I	I	I	I
Gulshan-e-Iqbal, excluding Block-17	II	II	I	II
Gulshan-e-Faisal	I	I	I	I
Garden East Quarters	A-I	I	I	A-I
Garden West Quarters	I	I	I	I
G. Allam Road	I	I	I	I
Ghulam Hussain Qasim Quarters	I	I	I	I
Gulnar Cooperative Housing Society	II	II	I	II
Gul Bai	V	V	II	V
Gulistan-e-Jauhar	II	II	I	II
Gulshan-e-Hadeed	IV	IV	II	IV
Gizri Village	IV	IV	II	IV
Gulshan-e-Jamal Project-II	II	II	I	II
Government approved Katchi Abadies	VI	VI	II	VI
Haji Mureed Goth	V	V	II	V
Harchandrai Vinshandas Quarters	II	II	I	II
Hasrat Mohani Colony	IV	IV	II	IV
Hawks Bay	IV	IV	II	IV
Hyderabad Colony	III	III	II	III
Iqbal Colony	III	III	II	III
I.I. Chundrigar Road	I	A-I	I	I
Ishaqabad	IV	IV	II	I
Jamoria Colony	III	III	II	I
Joria Bazar	II	A-I	I	II
Jamshed Quarters	I	I	I	A-I
Junna Market	I	I	I	-
Jacobline (including Lines Area)	II	II	I	I
Karachi Administrative Cooperative H. Society	A-I	I	I	A-I
K.P.T. Industrial Area	-	-	I	-
K.D.A. Officers Cooperative Housing Society	A-I	I	I	I
K.D.A. Scheme I & 1A	A-I	I	I	A-I
Karachi Cooperative Housing Society Union Ltd (Modern Jinnah M.S.G.P. School New Karachi, B.Y. Jang, Behar Muslim C.P. & Merar, Karachi Memon, Rohail Khand, Daudi Bohra, Mamia, Delhi, Hassni, Naseem, Ovarans, Al-Hamra, Banglore, Kathiawar & Al-Riaz)	A-I	I	I	A-I
Kagzi Bazar	I	I	I	I
Kiamari	IV	IV	II	IV
Khaliqzaman Colony	III	III	II	III
Khadad Colony	III	III	II	III
Khanto Colony	V	V	II	V
Khokhrapar	V	V	II	V
Korangi Township	V	V	II	V
Korangi Industrial Area	-	-	II	-
Kausar Niazi Colony	V	V	II	V
K.B.R.	V	V	II	V
Liaquat Ashraf Colony	VI	IV	II	VI
Laiqabad	V	V	II	V
Lyari Quarters	V	V	II	V
Lea Quarter	III	III	II	III
Landhi Industria Area	-	-	I	-
Landhi Township KDA	IV	IV	II	IV
Liaquatabad	IV	IV	II	IV
Lawrance Quarters	II	II	I	II
Muhammad Ali Coopeative Housing Society	A-I	I	I	A-I
Marriot Road	II	A-I	I	I

	Residential	Commercial	Industrial	Flats
Market Quarters	I	I	I	I
M.A. Jinnah Road	I	I	I	I
Moolji Street	I	I	I	I
Muslim Colony	II	II	I	II
Model Colony	III	III	II	III
Modern Colony	III	III	II	III
Muslim League Quarters	III	III	II	III
Mahmoodabad	III	III	II	IV
Malir Cantonment	III	III	II	IV
Malir City	V	V	II	V
Manora	IV	IV	II	IV
Maripur	IV	IV	II	IV
Metroville-I	IV	IV	II	IV
Metroville-II, Corridor Area	III	III	II	III
Metroville-II and III KDA	V	V	II	V
Mustafabad	V	V	II	V
Muhajir Colony	VI	VI	II	VI
Mangho Pir Road & Adjacent locality KMC Sewerage Form	VI	VI	II	VI
Nasim Colony	V	V	II	V
Nusrat Bhutto Colony	V	V	II	V
New Golimar	V	V	II	V
Navel Colony	IV	II	II	IV
North Karachi Sector 1 to 6	IV	IV	II	IV
Nafeesabad	III	III	II	III
North Karachi (all sector except I to 6 and Buffe Zone)	III	III	II	III
Neelam Colony	III	III	II	III
National Cement Employees Cooperative Housing Society	II	II	I	II
Nazimabad	II	II	I	II
Napier Quarters	II	I	II	II
New Challi	I	A-I	I	I
North Nazimabad (excluding Block-P,Q,S&T)	I	I	I	I
North Nazimabad Block-P,Q,S&T	II	II	II	II
Old Frere Street	I	I	I	I
Old Town Quarters	I	I	I	I
Orangabad Quarters	IV	IV	II	IV
Old Golimar	V	V	II	V
Orangi Town	V	V	II	V
Pasban Muhallah	V	V	II	V
Peerabad	V	V	II	V
Paposh Nagar Quarters	IV	IV	II	IV
Pakistan Employees Cooperative Housing Society	A-I	A-I	I	A-I
Preedy Quraters	I	I	I	I
Paria Street	I	I	I	I
Parsi Colony (Silence Towers)	I	I	I	I
P.S. Mahmoodabad	I	I	II	I
P.I.B. Colony	III	III	I	III
Pak Colony	III	III	II	III
Queens Road Quarters	I	A-I	II	I
Qasba Colony	V	V	I	V
Quaidabad	V	V	II	V
Qasimabad	IV	IV	II	IV
Rafa-e-Aam Cooperative Housing Society	III	III	II	III
R.A. Lines	I	I	I	I
Railway Quarters	I	A-I	I	I
Rizvia Colony	II	II	I	II

	Residential	Commercial	Industrial	Flats
Ram Swami Quarters	II	II	I	II
Ranchore Quarters	II	II	I	II
Ram Bagh Quarters	I	I	I	I
Soldier Bazaar Quarters	II	II	I	II
Sindhi Muslim Cooperative H. Society	A-I	I	I	A-I
Saddar Bazaar Quarters	I	I	I	I
Sarafa Bazaar	I	A-I	I	A-I
Saleh Mohammad Street Housing Society	I	A-I	I	I
Sirai Quarters	I	A-I	I	I
South Napier Road	I	I	I	I
Shahrah-e-Faisal	I	A-I	I	I
Shahrah-e-Liaquat (Frere Road)	I	I	I	I
Shahrah-e-Iraq	I	I	I	I
Site Industrial Area	-	-	I	-
Shah Faisal Town	III	III	II	III
Shireen Jinnah Colony	III	III	II	III
Saeedabad	IV	IV	II	IV
Surjani Town (Scheme 41) Subsector No.4A,7A,5B,7B,5D & L1	V	V	II	V
Surjani Town (Scheme 41) remaining Sectors	VI	VI	II	VI
Saudabad	IV	IV	II	IV
Scheme No. 33 (excluding Metroville-II Corridor Area)	IV	IV	II	IV
Sands Pit	V	V	II	V
Shershah Colony & Village	V	V	II	V
Shanti Nagar	V	V	II	V
Shah Latif Town Scheme-25, KDA	VI	VI	II	VI
Shah Faisal Colony	V	V	II	V
Tahilram Quarters	II	II	II	II
Upper Gizri PS. Gizri	A-I	I	II	A-I
Usmani Colony Society near Rizvia Colony	III	III	II	III
U.P. Mahajireen Society	V	V	II	V
Wadhomal Odhoram Quarters	II	I	II	II
Wilayatabad	IV	IV	II	IV
Waheedabad	V	V	II	V
Zaibunnisa Street	I	A-I	I	I

Part-I
Sindh Provincial
Capital Value Tax (CVT)
As per Section 4 of
Sindh Finance Act, 2010
As amended from July, 2010 to July 2014

Capital Value Tax (CVT)

**(Clause 3 of Section 4 of
Sindh Finance Act 2010)**

Capital Value Tax (CVT) shall be levied and collected on the capital value of immovable property in Sindh.

4.	<p>There shall be levied and collected a tax on the capital value of immovable property to be called Capital Value Tax on immovable property which shall be payable by every individual, association of persons, firm, a development authority or a company which acquires by purchase, by gift, exchange owner of attorney other than revocable and time bound (not exceeding 60 days) executed between spouses, father, mother and son or daughter, grand parents and grand children, brother and sister, surrender or relinquishment of rights by the owner, whether affected orally or by deed or obtained through court decree except by inheritance or gift from spouse, parents, grand parent, a brother and a sister or a right to use thereof for more than 20 years or renewal of the lease by a resident of Sindh or by any other person who is non-resident and acquires immovable property in Sindh, at the rates specified in sub-section (3):</p> <p>Provided that in case of a bank the capital value tax shall be paid when the general power of attorney is used to sale the mortgaged immovable property offered as collateral other than traded security for obtaining loan.</p> <p>(2) Definition and explanation expression and terms for the purpose of this section:</p> <p>(a) “ association of persons” includes a firm, a Hindu undivided family, any artificial juridical person and any body of persons formed under a foreign law, but does not include a company;</p> <p>(b) “firm” shall have the same meaning as defined in the Partnership Act.</p> <p>(c) “ company” means-</p> <p>(i) a company defined in the Companies Ordinance, 1984 (XLVII of 1984);</p> <p>(ii) a body corporate formed by or under any law in force in Pakistan.</p> <p>(iii) a modarba;</p> <p>(iv) a body incorporated by or under the law of a country outside Pakistan relating to incorporation of companies;</p> <p>(v) a trust, a co-operative society or a finance society (for any other society established or constituted by or under any law for the time being in force)</p> <p>(vi) a foreign association, whether incorporated or not, which the (Government) has, by general or special order, declared to be a company for the purpose of this Ordinance.</p> <p>(d) “ Development Authority” means an authority formed by or under any law for the purpose of development of an area and includes an authority, society, agency, trust association or institution declared or formed or created by law or formed by order, rule, regulation, as development authority which also operates or is located in Sindh, or as may be declared as development authority by Government;</p> <p>(e) “ Government” means the Government of Sindh.</p> <p>(f) “ area ” means such areas as Government may from time to time, by notification in the official gazette specify;</p> <p>(g) “prescribed” means prescribed under the rules, made by the Government.</p> <p>(h) “ tax” means tax on the capital value on the immovable property;</p> <p>(i) “ immovable property” includes property defined in the Sindh Urban Immovable Property Act,1958 and includes property items as shown in sub-section (3).</p>
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- (j) “Market Value” means the fair value of the property to be determined by the authority notified by the Board of Revenue Sindh in constitution with Finance Department; provided that such market value shall not be below the value specified in Valuation Table;
- (k) “ Real Estate Investment Trust” means the Real Estate Investment Trust registered with the Security Exchange Commission of Pakistan;
- (l) “Valuation Table” means Valuation Table notified under Section 27-A of the Stamp Act, 1899(Act No.II of 1899);

(3)The Capital Value Tax on immovable property referred to in sub-section (1) shall be charged at the following rates:-

A. Residential immovable property (other than flats) situated in Sindh.

i.	Where the value of immovable property is recorded or according to valuation table whichever is higher. (a) From 240 sq. yd to 499 sq. yd. (b) From 500 sq. yd to 1000 sq. yd. (c) From 1001 sq.yd and above	2% 2.5% 3%
ii.	Where the value of immovable property is not recorded	Rs. 75 per square yard of the landed area.

B. Residential flats situated in Sindh.

i.	Where the value of immovable property is recorded or according to valuation table whichever is higher. (a) From 1000 sq. ft to 1500 sq. ft. areas in category A.1 and I of the valuation table. (b) From 1501 sq. ft to 2200 sq. ft. in all categories of the valuation table. (c) From 2201 sq. ft in all categories of the valuation table.	2% 2% 2.5%
	Where the value of immovable property is not recorded	Rs. 10 per square feet of the landed area.

C. Commercial and Industrial immovable property situated in Sindh.

i.	Where the value of immovable property is recorded or according to valuation table whichever is higher.	2.5%
ii.	Where the value of immovable property is not recorded	Rs. 100 per square yard of landed area

(4) The Capital value tax shall be collected by the person responsible for registering or attesting the transfer of immovable property under law in respect of which tax is payable at the time of registering or attesting the transfer.

(5) Where any person fails to collect or having collected fails to pay the capital value tax as required, he shall be personally liable to pay the tax (alongwith additional tax at the rate of 155 per annum for the period for which such tax or part thereof remain unpaid).

(6) Government may revise the assessment of value of the tax, where revision is necessitated on the basis of the application filed.

(7) The Government may, by notification in the official gazette, exempt any person or class of persons or asset or class of assets from the capital value tax provided that such exemption may be subjected to such conditions as may be specified in the notification.

(8) Notwithstanding anything contained in any other law for the time being in force in the Province, the tax on the value of immovable property shall be in addition to any tax or duty, charge, cess or any other levy on the immovable property.

(9)Notwithstanding anything contained in this Act, the Capital Value Tax for all properties to be transferred to and from Real Estate Investment Trust shall be charged rate as applicable under Section 4 of the Sindh Finance Act,2010 or 0.5% on market value whichever is higher .

(10) The Registration Fee for all properties to be transferred to and from Real Estate Investment Trust shall be charged 1 percent in accordance with the valuation table or 0.25% of the market value of the property which ever is higher.