

# THE JAMMU & KASHMIR OFFICIAL GAZETTE

#### PART III

Laws, Regulations and Rules passed thereunder.

# GOVERNMENT OF JAMMU AND KASHMIR CIVIL SECRETARIATÔ FINANCE DEPARTMENT

#### Notification

Jammu, the 24th June, 2020.

SO6201.ô In exercise of the powers conferred by section 74 of the Jammu and Kashmir Stamp Act, Samvat 1976 (Act No. XL of Svt. 1977), the Lieutenant Governor hereby makes the following rules, namely :ô

1. Short title and commencement.ô (1) These rules may be called õThe Jammu and Kashmir Stamps (Payment of Duty by Means of e-Stamping) Rules, 2020.

- (2) They shall come into force from the date of publication in the Official Gazette.

#### **CHAPTERÓI**

#### **DEFINITIONS**

- 2. **Definitions**.ô (1) In these rules unless the context otherwise requires,ô
  - (a) õ**Act**ö means the Jammu and Kashmir Stamp Act, 1977 (1920 A. D.);
  - (b)  $\tilde{o}$ **Agreement** $\ddot{o}$  means the agreement executed under Rule 6;
  - (c) "Appointing Authority" means the Commissioner of Stamps appointed under clause (9-a) of section 2 of the Jammu and Kashmir Stamps Act, 1977;
  - (d) "Approved Intermediary"/õAuthorized Collection Centre" õAuthorized Stamping Centreö shall mean and include an agent appointed by the Central Record Keeping Agency, with approval of the Commissioner of Stamps or Licensed Stamp vendor holding a valid license on the date of issuance of this notification to act as an intermediary between the Central Record Keeping Agency, and the Stamp Duty Payer for collection of stamp duty; and for issuing õeö-Stamp certificate;
  - (e) "Central Record Keeping Agency" means and includes an agency for computerization of stamp duty administration system appointed under rule 4;
  - (f) õ**Department"** means the Department of Stamps of the Government of Jammu and Kashmir;
  - (g) "Depository Services" means and includes depository related services rendered in the de-mat account, trading account in respect of marketable securities, and other auxiliary services;

õ

- - (h) "e-Stamps" means an electronically generated impression on paper to denote the payment of stamp duty by Central Record Keeping Agency;
  - (i) "Government" means the Government of Jammu and Kashmir;
  - (j) õGrievance Redressal Officerö means and includes the Deputy Commissioner of Stamps;
  - (k) õUnion Territoryö means the Union Territory of Jammu and Kashmir; and
  - (l) "Stamp Duty" means the duty payable under the Act.
- (2) Words used but not defined in these rules shall have the same meaning as assigned to them in the Jammu and Kashmir Stamp Act, 1977 (1920 A. D.) and the Indian Registration Act, 1908 and the rules framed thereunder.

#### **CHAPTER-II**

# Central Record Keeping Agency

- 3. Eligibility for appointment as Central Record Keeping Agency (CRA).ô Any Public Financial Institution, Scheduled Bank, Body Corporate engaged in providing depository services appointed by Central Government or recognized by State/Union Territory Government or any Body Corporate where not less than 51 per cent of equity capital is held by any of the entities mentioned above either solely or in consortium shall be eligible for appointment as Central Record Keeping Agency.
- 4. Appointment of Central Record Keeping Agency.ô The Appointing Authority shall appoint by notification an agency to function as Central Record Keeping Agency for the Union Territory or for the

- - (a) On the basis of recommendations, if any, of the Central Record Keeping Agency, issued from time to time; and
  - (b) in case such recommendations is not available, by inviting technical and commercial bids through a duly constituted expert selection committee, by the Appointing Authority.
- 5. Term of Appointment.ô The term of appointment of the Central Record Keeping Agency may be for five years or such period as may be decided by the Appointing Authority.
- 6. Agreement, Undertaking and Indemnity Bond.ô (1) The Central Record Keeping Agency shall execute an Agreement in Form-1 appended to these Rules.
- (2) The terms and conditions of the Agreement in õForm-1ömay be modified by mutual consent of both the parties to it.
- (3) The Central Record Keeping Agency shall execute in õUndertaking and Indemnity Bondö in Form-2.
- 7. Termination of appointment of Central Record Keeping Agency.ô (1) The appointment of the Central Record Keeping Agency may be terminated by the Apponting Authority before the agreed term of appointment, on the ground(s) of any breach of obligations or terms of agreement or financial irregularity or for any other sufficient reason as the case may be.
- (2) The decision to terminate the appointment under sub-rule (1) shall be madeô
  - (a) after the Central Record Keeping Agency has been given three months notice specifying the details of grounds for such termination; and
  - (b) the Central Record Keeping Agency has been given a reasonable opportunity of being heard.

- No. 12-h] The J&K Official Gazette, 24th June, 2020/3rd Asad., 1942. 5
- (3) The Appointing Authority, if it is of the opinion that the provisions of the Act, and rules framed have been violated, after following the procedure under the sub-rule (2), may also impose a penalty in accordance with the provisions of Chapter IX of these rules.
- 8. Renewal of appointment.ô (1) The application for renewal of appointment shall be made to the Appointing Authority by the Central Record Keeping Agency well in time before the expiry of the running term of appointment.
- (2) The Appointing Authority before making any inquiry or taking decision on the application for renewal may call for any information or record from the concerned offices of Central Record Keeping Agency or Authorized Collection Centre for the purpose of renewal of appointment.
- (3) The Appointing Authority, if satisfied may renew the appointment and a fresh agreement and undertaking-cum-Indemnity Bond shall be executed as per rule 6.
- (4) The Appointing Authority, if satisfied may renew the term of appointment, made under rule 5.
- (5) In the event of, the Appointing Authority decides to renew the appointment, a fresh statement in Form-I and õUndertaking and Indemnity Bondö in õForm-2ö shall be executed by the Central Record Keeping Agency.
- (6) The Appointing Authority may refuse the renewal of term of appointment.

#### **CHAPTER-III**

# Duties of the Central Record Keeping Agency

- 9. Duties of the Central Record Keeping Agency.—The Central Record Keeping shall be responsible for—
  - (a) providing software infrastructure, in consultation with the Appointing Authority (including its connectivity with the main server), in specified districts or places such as the offices of Sub-Registerar, District Registrars/Deputy Commissioners of Stamps, Authorized Collection Centre (the point of contact

- - for payment of stamps duty) and at other places in the Union Territory, as specified from time to time by the Appointing Authority;
  - (b) providing training to the identified manpower/personnel of the Department of Stamps and Courts of Sub-Registrar/District Registrars;
  - (c) facilitating selection of Authorized Collection Centres for collection of stamp duty and issuing e-Stamping certificate;
  - (d) coordination between the Central Server/Authorized Collection Centres (banks, etc.) and the officers of the Sub-Registrar, District Registrar, Deputy Commissioner of Stamps, or any other or place in the Union Territory, as may be specified from time to time, by the Appointing Authority;
  - (e) collecting stamp duty and remitting it to the prescribed Head of Account of the Union Territory in accordance with these rules;
  - (f) preparing and providing various reports as required under these rules and as may be directed by the Appointing Authority from time to time.
- 10. Commission/Discount allowable to the Central Record Keeping Agency.—(1) The Central Record Keeping Agency will be entitled to such agreed percentage of discount/commission on the amount of stamp duty collected by Approved Intermediaries/ Authorized Collection Centre, not exceeding 0.65 per cent as may be specified in the terms of the agreement.
- (2) The Appointing Authority may allow the discount/commission payable to Central Record Keeping Agency, and the same shall be exclusive of all the applicable taxes.
- 11. Specification of software to be used by Central Record Keeping Agency.—The Central Record Keeping Agency, in consultation with the Appointing Authority, shall design use such software, to indicate the following minimum details on the e-Stamping certificate, and also for other requirements, namely :ô
  - (a) distinguished serial number/Unique Identification Number of the e-Stamp certificate so that it is not repeated or any other e-Stamp certificate during the lifetime of the e-Stamping system.

# No. 12-h] The J&K Official Gazette, 24th June, 2020/3rd Asad., 1942. 7

- (b) date and time of issue of the e-Stamp certificate.
- (c) amount of stamp duty paid through the e-Stamp certificate, in words and figures.
- (d) name and address of the purchaser/authorized person of the e-Stamp certificate.
- (e) name of the parties to the instruments.
- (f) brief description of the instrument on which the stamp duty is intended to be paid.
- (g) brief description of the property which is subject matter of the instrument.
- (h) user-id of the official issuing e-Stamp certificate.
- code and location of the e-Stamp certificate issuing branch of the Central Record Keeping Agency or Authorized Collection Centre/Approved Intermediary.
- (j) any other distinguishing mark of the e-Stamp certificatee. g. bars code/security code.
- (k) space for signature and seal of the e-Stamp certificate issuing officer/authorized signatory of the Central Record Keeping Agency or Authorized Collection Centre/Approved Intermediary.
- (l) availability of facility in the Sub-Register/District Registrar to disable/lock the e-Stamp certificate, to prevent the repeated use of any e-stamp certificate.
- (m) facility to cancel the spoiled/unused or not required for use e-Stamp certificate.
- (n) providing for passwords and codes to the designated/ authorized officials of the department to search and view any e-Stamp certificate and to access Management Information System and Decision Support System reports.
- (o) availability of different transaction details and reports relating to e-Stamping, as mentioned in rule 44 on the website of the Central Record Keeping Agency which will be accessible to the officers designated/authorized by the Appointing Authority.
- (p) availability of details of the issued e-Stamp certificate on the e-Stamping server maintained by the Central Record Keeping Agency.

#### **CHAPTER**óIV

# Authorized Collection Centres (ACCs)

- 12. Appointment of Authorized Collection Centres or Approved Intermediary/Authorized Stamping Centre.—The Central Record Keeping Agency shall appoint Authorized Collection Centres/Approved Intermediaries/Authorized Stamping Centre, with the prior approval of the Appointing Authority, to act as an intermediary between the Central Record Keeping Agency and the stamp duty payer for collection of stamp duty and for issuing e-Stamp certificate.
- 13. Eligibility for appointment of Authorized Collection Centre.ô Any Scheduled Bank, Financial Institution or undertaking controlled by Central or Union Territory Government, Post Offices or such other agencies, Stamp Vendors as approved by the Appointing Authority shall be eligible for appointment as Authorized Collection Centre/Approved Intermediary/Authorized Stamping Centre.
- 14. Central Record Keeping Agency to collect stamp duty.ô All the Offices/Branches of the Central Record Keeping Agency or Authorized Collection Centres authorized in this behalf by the Appointing Authority, shall be entitled to collect the amount of stamp duty from the stamp duty payer.
- 15. *Infrastructure*.—Approved Intermediaries/Authorized Collection Centers shall be equipped with the required computer systems, printers, internet connectivity and other related infrastructure which are necessary to implement the e-Stamping system as specified by the Central Record Keeping Agency from time to time in consultation with the Appointing Authority.
- 16. Cost of Infrastructure.ô The cost of providing equipment and infrastructure referred to in rule 15 shall be borne by the concerned Approved Intermediaries/Authorized Collection Centres/Central Record Keeping Agency, as the case may be.
- 17. Government to provide necessary hardware and infrastructure in the offices of the department.—The Government

- 18. Termination of agency of Authorized Collection Centre.— The Appointing Authority may at any time, for reasons to be recorded in writing, advise the Central Record Keeping Agency to terminate the agency of any Authorized Collection Centre and the Central Record Keeping Agency will be bound to follow such advice.

#### **CHAPTERÓV**

# Remittance of the Stamp Duty to Government Account

- 19. Central Record Keeping Agency to remit the Stamp Duty to Government account on next working day.—(1) The Central Record Keeping Agency shall be responsible to remit the consolidated amount of Stamp Duty collected from its offices/branches and by its Authorized Collection Centres to head of account stamps or any other notified head of account of the Union Territory, in the manner prescribed.
  - (i) In case of stamp duty, collected by way of cash/Real Time Gross Settlement/Electronic Clearance System or any other mode of electronic transfer of funds, the Central Record Keeping Agency shall remit the consolidated amount of stamp duty (less, the prescribed discount/commission) to the prescribed head of account of the Union Territory, not later than the closing of the next working day, after the generation of stamp duty.
  - (ii) In case of stamp duty, collected by way of pay order/ Demand Draft, the Central Record Keeping Agency shall remit the consolidated amount of stamp duty (less, the prescribed discount/commission) to the prescribed head of account of the Union Territory, not later than the closing of the second working day, after the generation of stamp duty.

- (2) The method of remittance of the amount of stamp duty by the Central Record Keeping Agency to the prescribed head account of the Union Territory will be through electronic clearing system, challan or otherwise as may be directed in writing by the Appointing Authority from time to time.
- (3) The remittances referred to in this rule shall be made to the Government authorized Treasury Banks and the Central Record Keeping Agency shall maintain the daily account of such remittances in the Register as prescribed in õ**Form-6**ö.

#### **CHAPTERÓVI**

# Procedure for Issue of e-Stamp certificate

- 20. Application for e-Stamp certificate.—Any person paying stamp duty may approach any of the Approved Intermediaries/Authorized Collection Centres and furnish the requisite details in **Form-3** along with the payment of Stamp Duty amount, for getting the e-Stamp certificate.
  - (2) payment of stamp duty can also be made by using the online platform of Central Record Keeping Agency.
- 21. Mode of Payment of Stamp Duty.—(1) The payment for purchase of e-Stamp certificate may be made by means of cash, pay order, Bank Drafts, Electronic Clearing System, Real Time Gross Settlement or by any other mode of transferring funds as authorized by the Appointing Authority.
- (2) The Authorized Collection Centre shall issue e-Stamp certificate for the amount received through any of the modes of payments mentioned in sub-rule (1).
- (3) The Authorized Collection Centre/Central Record Keeping Agency shall keep a daily account of e-Stamp certificates issued in a Register to be maintained by them as prescribed in **FORM-5**.
- 22. Issue of e-stamp Certificate.ô (1) The authorized official of the Approved Intermediary shall, on the payment made under rule 21, enter the requisite information and details as provided by the applicant in the application õFORM-3ö. in the computer system, get the correctness of such entered details verified by the applicant,

- No. 12-h ] The J&K Official Gazette, 24th June, 2020/3rd Asad., 1942. take his signature on the application as proof of verification. download the e-Stamp certificate (in AnnexureóA1), take out its print, sign it with date and affix his official seal on the print-out and issue the e-Stamp certificate to the applicant.
- (2) The ink to be used in the e-Stamp certificate printer must be non-washable permanent black.
- 23. Signature and seal on e-Stamps certificate, size of paper and only Regular Employee to be designated as issuing officer.— (1) The e-Stamp certificate shall bear signature and seal of Approved Intermediary only which shall be in black ink.
- (2) The e-Stamp certificate shall be printed on 80 GSM quality papers of A4 Size with approximate and seal of Approved Intermediary only which shall be in black ink.
- (3) The Approved Intermediary/Authorized Collection Centre shall ensure that the person who has been authorized to issue e-Stamps certificate, is a regular full time employee of the Approved Intermediary/ Authorized Collection Centre, having suitable credentials.
- 24. Details of e-Stamps certificate to be on website.—The details of the issued e-Stamps certificate shall be made available on the e-Stamping server maintained by the Central Record Keeping Agency and shall be accessible to any person authorized by the Appointing Authority in this behalf, including the Sub-Registrar, District Registrar, Deputy Commissioner of Stamps holding a valid code or password which shall be provided by the Central Record Keeping Agency.
- 25. Payment of additional stamp duty.—If for any reason a person, who has an e-Stamp certificate of certain denomination issued for a document, needs to pay an additional stamp duty on the same document, he may make an application in the prescribed format (Form-3) along with the payment of such required amount of additional stamp duty to the Approved Intermediary/Authorized Collection center in accordance with the provisions of the Act.
- 26. Issue of e-Stamp certificate for additional stamp duty.— (1) The Approved Intermediary shall issue e-Stamp certificate for such additional stamp duty on separate sheet of paper in the same way as laid down in rules 21 to 24.

- 27. Use of e-Stamp certificate.—(1) Every instrument written upon paper stamped with an e-Stamp certificate shall be written in such manner that the e-Stamp certificate may appear on the face of the instrument, and a portion of the instrument written below the e-Stamp certificate, so that the e-Stamp certificate cannot be used for or applied to any other instrument.
- (2) No second instrument chargeable with duty shall be written upon or using the e-Stamp certificate, upon which or using the same, an instrument chargeable with duty has already been written.
- (3) Every instrument written in contravention of sub-rule (1) and (2) shall be deemed to be unstamped.
- 28. The distinguished Unique Identification number of the e-Stamp certificate to be written on such page of the instrument.ô The distinguished Unique Identification Number of the e-Stamp certificate shall be written or type at the top centre of each page of the instrument.
- 29. Registering Officer to verify the details of e-Stamp certificate.— The Sub-Registrar, District Registrar shall verify the details of the e-Stamp certificate used in an instrument by entering its distinguishming Unique Identification Number in the computer system by accessing the relevant website of the Central Record Keeping Agency by using the code/password provided by the Central Record Keeping Agency and verify the details of the certificate with the details displayed on the system.
- 30. Sub-Registrar/District Registrar to disable the distinguishing serial number of the e-Stamp certificate.—After verifying the details, the Sub-Registrar, District Registrar shall disable or lock the distinguishing Unique Identification Number of the e-Stamp certificate to prevent repeated use of such e-Stamp certificates.

# CHAPTERóVII

# Cancellation and Refund of e-Stamps

31. Procedure for refund of spoiled/unused/e-Stamp certificate.— The Government/Commissioner of Stamps or Deputy Commissioner

- 32. Deputy Commissioner of Stamps to cancel the e-Stamp certificate and refund its amount.—(1) The Deputy Commissioner of Stamps after such verification shall cancel the verified e-Stamp certificate and endorse the fact of cancellation on the e-Stamps certificate with his signature and seal and refund the amount as required in the said Act and disable or lock such e-Stamps certificates.
- (2) The Deputy Commissioner of Stamps shall maintain a record of such cancelled e-stamps certificates in his office and send the details of the same to the Commissioner of Stamps, in the first week of every month.
- (3) The refund, if any, under sub-rule (1) shall be made by the Deputy Commissioner of Stamps only by means of refund order encashable at a treasury.

#### **CHAPTERÓVIII**

# Inspections, audit and appraisal of the performance of the system

- 31. Who may Inspect.—(1) The Deputy Commissioner of Stamps or any authorized officer of the department and any private or public sector technical cum audit expert/agency duly authorized by the Commissioner of Stamps in this behalf may inspect all or any of the branches/offices of the Central Record Keeping Agency and Approved Intermediaries/Authorized Collection Centre located within its jurisdiction as prescribed in the õSchedule of Inspections in Annexureó1ö.
- (2) The Commissioner of Stamps may, however, at any time on receipt of a complaint or *suo moto*, direct any official of the department to inspect any branch/office of the Central Record Keeping Agency or

- (3) The Accountant General, Jammu and Kashmir may also conduct annual audit of the receipt and remittance made by the Central Record Keeping Agency.
- 34. Schedule of Inspections and Audit.ô All or any of the branches/offices of the Central Record Keeping Agency and Approved Intermediaries in the Union Territory may be inspected and audited, as far as possible, according to the schedule of inspections referred to in rule 33.
- 35. Central Record Keeping Agency/Authorized Collection Centre bound to provide information.ô During such inspection, the inspecting officer or the expert/agency may require the officer incharge of such branch/office to provide any information on soft and/or hard copy of any electronic or digital record with regard to the collection and remittance of stamp duty relating to any period and the concerned Central Record Keeping Agency or Approved Intermediary shall be bound to provide such information.
- 36. *Inspection Report*.—The inspecting officer shall within one week and the technical-cum-audit expert/agency shall within two weeks, from the date of inspection, submit its inspection report to the Appointing Authority/Commissioner of Stamps.
- 37. Commissioner of Stamps/Appointing Authority to take appropriate action.—The Appointing Authority on receipt of such inspection report may take appropriate action including imposition of penalty in accordance with Chapter IX of these rules and or termination of appointment of Central Record Keeping Agency or the Authorized Collection Centre if so warranted by the circum stances, after giving an opportunity of being heard.

#### **CHAPTER**óIX

#### **Penalty For Ommissions and Violations**

38. Penalty for delay in remittance to Government account.— In case the Central Record Keeping Agency fails to remit the amount 39. Resolve of disputes and place for resolving disputes.—In case of any dispute on any issue, the decision of the Appointing Authority shall be final and the place for resolving such disputes shall be at Srinagar/Jammu.

so collected, for the period of delay in day(s). Any part of day will

be treated as one day for the purpose of such calculation.

#### **CHAPTER**óIX

# Arbitration, Public Grievance And Redressal System

- 40. Grievance Redressal Officer.—The Appointing Authority may designate Deputy Commissioner of Stamps or any other Officers of the Department not below the rank of State Taxes Officer (STO) of Stamps to be Grievance Redressal Officer to enquire into the complaints received against the misconduct or irregularities of the Central Record Keeping Agency or its Authorized Collection Centres or any other official related with the implementation of the e-Stamping system.
  - (2) These Grivance Redressal Officers will be allocated specified districts/places for entertaining the complaints.
- 41. Complaint to Grievance Redressal Officer.ô Any Person, who has any grievance against the services of the Central Record Keeping Agency or any of its Authorized Collection Centre or any other official related with the implementation of these rules, may make a complaint to the concerned Grievance Redressal Officer.
- 42. Opportunity of being heard.ô The Grievance Redressal Officer will conduct, a fair enquiry with regard to such complaints by

- 43. Appointing Authority/Commissioner of Stamps to take appropriate action on enquiry report.—On the basis of the enquiry report, the Appointing Authority may take appropriate action under these rules against the Central Record Keeping Agency/Authorized Collection Centre or may make suitable recommendation to the employer of the concerned official for taking appropriate action.

#### **CHAPTER**óXI

# Management Information System (MIS) And Decision Support System (DSS)

- 44. Central Record Keeping Agency to furnish reports to the Department.—The Central Record Keeping Agency shall be responsible to furnish the following information/reports to Commissioner of Stamps and to any other Officers specified in this behalf:ô
  - (i) Audit Report.ô Tracking of all system based actions performed by users of branches/offices of the Central Record Keeping Agency and the Authorized Collection Centres, pertaining to any specified day or period.
  - (ii) **Payment Reports.** ô Total collection report of all branches/offices of the Central Record Keeping Agency and Authorized Collection Centres pertaining to any specified day or period.
  - (iii) Additional Stamp Duty Certificate reports.—For all the branches/offices of the Central Record Keeping Agency and Authorized Collection Centres pertaining to any specified day or period.
  - (iv) Disabled (Locked) e-Stamp certificate report relating to all the offices of Sub-Registrars, District Registrars, Deputy Commissioner of Stamps or such places/districts of the Union Territory where this system is in force, pertaining to any specified day or period.
  - (v) Remittance Reports.—The State/Union Territorywise daily, weekly, fortnightly and monthly or desired period details of the remittances made by the Central Record Keeping Agency into the Government account.

- (vi) Report of cancelled e-Stamp certificate relating to any period of all the districts.
- (vii) Any other report or information as may be required by the Commissioner of Stamps from time to time.

By order of the Lieutenant Governor.

(Sd.) DR. ARUN KUMAR MEHTA, IAS,

Financial Commissioner, Finance Department.

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#### **APPENDIX**

#### Forms under these rules :-

- 1. Formó1-Agreement with Central Record Keeping Agency-(See rule 6).
- 2. Formó2-Indemnity Bond by Central Record Keeping Agency-(See rule 6).
- 3. Formó3-Application for e-stamp-(See rule 20 and 25).
- 4. Formó4-Application from refund of stamp duty (see rule 31).
- 5. Formó5-Register regarding daily postings of applications for e-Stamp certificates and e-Stamp certificates issued; to be maintained by the authorized Collection centre/Central Record Keeping Agency. (See Rule 21 (3)).
- 6. Formóf-Register regarding daily stamp duty collected and remitted to Government; to be maintained by the Central Record Keeping Agency (See Rule 19 (30).

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#### **Annexures**

Annexureó1-Schedule of Audit and Inspections-(See Rule 33).

AnnexureóA-Services Level Agreement (See Rule 6).

AnnexureóA1-õe-Stamp certificateö (See Rule 22).

By order and in the name of the Lieutenant Governor of Jammu and Kashmir.

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# Annexure-1

# SCHEDULE OF INSPECTIONS AND AUDIT OF THE CENTRAL RECORD KEEPING AGENCY AND THE AUTHORIZED COLLECTION CENTRES

(See Rule 33)

	S. No.	a authority/ Inspection		Points of Inspection						Whom to submit the									
	Agency									report									
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	1.	Deputy Withi	n the	M	onth	ly Shall verify the				Commissioner			er						
		Commissioner Registration						col	lecti	on :	mad	e t	у	of	S	sta	mp	S	
		of Stamps. Division						the Central Record		d									
		_																	

				Keeping Ageny/	
				Authorized	
				Collection Centres	
				and the e-Stamp	
				certificate issued.	
2.	Technical and	Whole of	Quarterly	Shall verify;	Commissioner
	Financial	the Union		1. The overall	of Stamps
	Expert/	Territory		collections made	
	Agency			by the Central	
				Record Keeping	
				Agency/the	
				Authorized	
				Collections Centres	
				and verify the same	
				with the remittance	
				made by Central	
				Record Keeping	
				Agency to the	
				Government	
				Account;	
				2. The Technical	
				working and fairness	
				of accounting of the	
				e-Stamping system.	

# Form-1

A	g	r	e	e	m	e	n	t
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Agreement
This Agreement is entered on thisday of
BETWEEN
The Lt. Governor of the Union Territory of Jammu and Kashmir represented by Commissioner of Stamps having office at Excise and Taxation Complex, Solina, Srinagar (hereinafter referred to as õUnion Territory Jammu and Kashmirö of the One Part.
AND
having their office at through Shri(hereinafter calledwhich expression shall include its successors and assigns) of the Other Part.
õThe Union Territory of Jammu and Kashmirö and are together referred to as the õthe Partiesö and either of them as õthe Partyö.
WHEREAS, after due bidding processwas selected to act as Central Record Keeping Agency (CRA) by Government of J&K for the Computerized Stamp Duty Administration System (C-SDAS) and to devise a mechanism of electronic method of collection of Stamp Duty.
AND WHEREAS, the Government of India, Ministry of Finance, Department of Economic Affairs in the said letter also authorized CRA to under various services in Union Territory against a payment @ 0.65% of the value of stamps duty collected through e-Stamping mechanism.
AND WHEREAS, Government of Jammu and Kashmir vide Order Nodatedapproved switching over to e-Stamping in the Union Territory of Jammu and Kashmir and also appointment ofto function as Central Record Keeping Agency.

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for the proposed C-SDAS in the Union Territory on the terms and conditions specified in this Agreement.

AND WHEREAS, CRA will develop a system which will permit the payment of stamp duty by the client/ultimate user either on its own through Internet or through Approved Intermediaries i. e. Authorized Collection Centres (ACCs).

# NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :—

1. APPOIN	NTMENT	OF	$\mathbf{AS}$	CRA	:
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- 1.1 The Union Territory hereby appoints\_\_\_\_\_as its exclusive authorized CRA to undertake the following activities :ô
  - i. Creating need based infrastructure, hardware and software and connectivity for facilitating its operations on the e-Stamping project;
  - ii. To facilitate selection of Approved Intermediaries for the e-Stamping and collection of stamp duty;
  - iii. To act as a Co-ordinator between the office of the Inspector General of Registration/Commissioner of Stamps, Deputy Commissioner of Stamps, offices of the Sub-Registrar and District Registrars and Approved Intermediaries.
  - iv. Collection of Money and generation of e-Stamp Certificate through the computer system;
  - v. Effecting remittance to the Union Territory after reconciliation of account.
- 1.2 The Parties may by mutual consent in writting modify or withdraw any of the scope of appointment or effect any changes therein depending upon the exigencies of business.

# 2. TERRITORY

Territory covered under this Agreement will beô

In the first place cities of Jammu and Srinagar and upon the success of the two cities, it will be finally in phased manner in the entire Union Territory of Jammu and Kashmir, to be decided by Union Territory Government from time to time.

# 3. APPOINTMENT OF APPROVED INTERMEDIARIES/ AUTHORIZED COLLECTION CENTRES (ACCs)

- 3.1 CRA shall appoint Approved Intermediaries/ACCs on such terms as decided by CRA with prior approval of the Union Territory Government.
  - 3.2 Amongst the Approved Intermediaries/ACCs could preferably be financial Institution, Insurance Companies, Banks, Post Offices, Bar Council of the Union Territory, Registered Law Firms, Regional Council for Chartered Accountants, Khidmat Centres, Stamp Vendors as approved by Commissioner of Stamps, undertaking controlled by Central or Union Territory Government or any such agencies as approved by Commissioner of Stamps for the purpose of collection of Stamp Duty.
  - 3.3 All the offices of CRA in the Union Territory on need base will also do the collection of Stamp Duty for which no separate approval will be necessary from the Union Territory Government.
  - 3.4 All such Approved Intermediaries shall be equipped with the required computer, laser printers, Internet connectivity and other regular infrastructure to implement the e-Stamping system. The cost of providing such equipment will be borne by the concerned Approved Intermediaries.
  - 3.5 All such Approved Intermediaries will access the main server through Internet by using an User ID and a confidential password. This User ID and Password will be alloted by CRA. This password shall be kept confidential and the concerned Approved Intermediaries will be required to change it immediately after its allotment to maintain the confidentiality.
  - 3.6 Approved Intermediaries will enter the requisite information and details in the system and download e-stamp certificate with the Unique Identification Number (UIN) which will be attached to the document. The details of the e-Stamp certificate will be available on the e-Stamping Server (e-SS).
  - 3.7 In providing the services under this Agreement, the Union Territory in constitution with CRA may take rules or issue guidelines regarding the appointment and other terms and conditions for the Approved Intermediaries.

#### 4. FEES

- 4.1 For the above services to be provided by CRA, CRA shall be entitled from the Union Territory fee of 0.65% of the value of stamp duly collected through e-stamping mechanism. This amount shall be net of any taxes and other statutory levies that may be imposed at any time or from time to time for the collections through e-Stamping mechanism. CRA will deduct this 0.65% towards fees from the stamp duty collection prior to remitting the balance amount in Union Territory Treasury or designated banks.
- 4.2 CRA/Approved Intermediaries shall be entitled to collect from the user of the system such charges as may be decided jointly by Union Territory and CRA for the stationery used for aforesaid purpose of e-Stamping.
- 4.3 All present or future levies including service tax or any Central or Union Territory levy, if any on the stamp duty collection activity liveable now or in future shall be to the account of Union Territory of Jammu and Kashmir wherever by virtue of any law such liability accrues on the activity of Government on account of CRA wherever such liability accrues on the activity of CRA by virtue of any law of Union Territory or Centre.

# 5. MODE OF PAYMENT

- 5.1 The proposed system will allow both collection and transfer of stamp duty paid.
- 5.2 The above remittance shall be affected only to the designated account of the Government through bank transfer or such other mode as may be decided in writing by the parties from time to time.
- 5.3 CRA shall be responsible for payment to the Government for the amounts which are only collected towards the download of e-Stamps through the Approved Intermediaries. Such payment shall be made to the designated account of the Union Territory Government within a period not exceeding one working day. On the implementation and availability of cyber treasury system CRA shall transfer the collection of stamp duty to designated Government account through cyber treasury minus commission of CRA.

- - 5.4 The cut off time for the stamp duty collected shall be till 12.00 midnight of the transaction date.
  - 5.5 CRA undertakes that in case, it fails to remit the amount of stamp duty collected within the specified period, the CRA shall be liable to pay, along with the stamp duty collected, an interest amount calculated @ 12.00% per annum on the amount of stamps duty so collected for the period of delay in day(s). Any part of a day will be treated as one day for the purpose of such calculation.
  - 5.6 CRA shall furnish a one time performance security in the form of Bank Guarantee for the amount of Rs. 10,00,000/-= (Rupees Ten Lakh only) for the period of 2 years and the same may be reviewed by the Government at the end of 2 years for the further period of the agreement. On violation of the terms and conditions stipulated in this agreement, the Union Territory Government only forfeit the performance security or may adjust it against any penalty or dues payable by the CRA. The Bank Guarantee shall be furnished by CRA on execution of the agreement.

# 6. PROPOSED SYSTEM

- 6.1 Detailed structure of the proposed system, including the diagrams and salient features, schematic view of connectivity envisaged, system and procedures to be followed by end users and format of proof of payment/certificate to be isssued to end users are given in the õService Level Agreementö which is attached as Annexure õAöto this Agreement and is deemed to be part of the Agreement.
- 6.2 The e-Stamp Certificate that shall be issued on a color paper as approved by the Union Territory Government which shall contain the õUnion Territory Emblemö. All security measures must be put in system.
- 6.3 CRA should make an agreement so that Commissioner of Stamps, Deputy Commissioner of Stamps, District Registrar/Sub-Registrar, Government offices or public can verify the genuineness of an e-Stamp certificate issued by CRA from the website.

6.4 The parties will work with an objective to gradually do away with the present system of purchase of stamp papers and frnking (if any) once the e-Stamping under the proposed system is implemented within reasonable time.

#### 7. COMPATIBILITY WITH THE REGISTRATION SYSTEM

- 7.1 The office of the Sub-Registrar/District Registrar, Commissioner of Stamps, Deputy Commissioner of Stamps and such other persons or officers as the Union Territory any authorize, will have an access to the Central Server through internet. Proper internet connectivity will be set up by such offices.
- 7.2 The authorized officers (as mentioned in 7.1 above) of the Union Territory will have access to the e-SS through internet using user id and password issued by CRA. After login, such authorized offices will be able to view the stamped certificates by accessing the e-SS.
- 7.3 The offices of the Sub-Registrar or such other authorized officers, prior to registration of documents shall ensure that the prescribed amount of stamp duty on the documents had been paid for the transaction to be registered prior to presentation of documents. The Sub Registrar by logging into the e-SS through user id and password shall lock the stamp certificate on the presentation of documents for registration.

#### 8. HARDWARE REQUIREMENTS

The use of e-SS will warrant the use of Pentium TV computer with requisite operating system and laser printers specified by CRA with proper internet connectivity, laser printers, barcode readers or any other Hardware Infrastructure should meet the sspecifications of CRA and which may be subject to change without any advance intimation.

# 9. GENERAL OBLIGATIONS

9.1 All payments for stamp duties made and received from all clients and/or Approved Intermediaries shall be recorded on a day-to-day basis by CRA and in turn reported to the Union Territory in such form as may be determined in mutual consultation between the Union Territory and CRA.

- - 9.2 The Union Territory shall set up and provide tables that will enable the Approved Intermediaries or the client who is liable to pay stamp duty to ascertain the exact amount of stamp duty that is payable on a partticular Instrument. Further, the Union Territory will also provide the necessary information with respect to the amount of the stamp duty to be paid for the documents pertaining to immovable properties. However, determination of the payable stamp duty by the Sub-Registrar, only, shall be treated correct at the time of the Registration. Such information will be updated by the Government as per the Stamp Act, the current rules and regulations and amendments carried out to by them from time to time. CRA will not be responsible for correctness of such information.
  - 9.3 The Union Territory will be able to re-access the data through internet by using user id and password.
  - 9.4 CRA shall enable Union Territory to extract the MIS from the data captured on the e-SS via internet.
  - 9.5 The requirement of the MIS will be crystallised and mutually agreed. However, in case if the Union Territory desires any information where CRA has to incur additional expenses\_\_\_\_\_.

    The Union Territory will provide any changes to the master lists to CRA for updation of the information in e-Stamping system from time to time.
  - 9.6 It will be the responsibility of the office of the Sub-Registrar/District Registrar and such other officers as the Union Territory shall decide to check about the authenticity of the e-Stamp certificate and adequacy of the stamp duty paid.

# 10. TRAINING OF THE PERSONNEL AT THE REGISTRAR'S OFFICES AND OF THE UNION TERRITORY

- 10.1 CRA shall provide suitable and adequate training, to such of the Government personnel as the Government may nominate, on a train-the-trainer mode on the operation and the use of the system.
- 10.2 The training provided at the premises of the Union Territory by CRA will be free of cost for the first time to the candidates suggested by the Union Territory, which may be up to ten officials.

- 10.3 CRA may assume that the trainees have the required skills and knowledge pre-requisites to follow the training on the application.
- 10.4 The training for the system shall be conducted at the placed to be decided by CRA. CRA shall provide one trainer to conduct the training over a maximum period of one (1) day. For the avoidance of doubt, if any, the Government shall be responsible for arranging and providing all the necessary facilities (except for the first time), equipment and premises required for conducting the training and the travel, accommodation and subsistence expenses for training.
- 10.5 At periodic intervals to be mutually decided by CRA and the Union Territory. CRA shall provide additional training on any upgradation, modification to the system. CRA may also provide refreshers courses to the various participants at the request of the Union Territory. It is reiterated that all training expenses shall be brone by the Union Territory, expect for the first time as mentioned in clause 10.4.
- 10.6 Any training to the Approved Intermediary or end user shall be charged separately to the Approved Intermediary by CRA.

#### 11. **TERM**

- 11.1 This Agreement shall be initially for a period of 5 years from the effective date referred below and thereafter it shall be renewed in mutual consultation between the parties. The Union Territory will be at liberty to take over the operation of the e-Stamping system after the initial period of 5 years if they so choose and/or may retain the services of CRA for a further period based on mutual agreement.
- 11.2 On the takeover of the operation of e-Stamping by the Union Territory, CRA will be required to transfer only the data available to the Government. It will however, not provide any projections, statistical analysis or anything whatsoever in this regard.
- 11.3 CRA will not provide any Hardware, Software or any other technical details with respect to the e-Stamping project undertaken by it. However, in case the Union Territory desires, that CRA should provide hardware, software or any other technical details, it will be as per charges/services fees to be decided on mutually agreed terms.

#### 12. EFFECTIVE DATE

The agreement shall be effective from the date of issuance of necessary instruction regarding stamp certificates issued through the C-SDAS system by the Union Territory. The period of five years shall be calculated from the date of start up of the operation and generation of first e-Stamp in the Union Territory.

#### 13. EXCLUSIVITY

The appointment of CRA as the CRA for the Union Territory shall be exclusive and Union Territory will not appoint any other CRA for e-Stamping during the period of this agreement.

#### 14. FIRST RIGHT OF REFUSAL

In the event of the Union Territory decides/avail the services/ facilities of e-Stamping after the five years tenure, for part or whole of the Union Territory from any other domestic or international agency. CRA shall have the first right of refusal in respect of offering e-Stamping and related services to the Union Territory.

#### 15. THE GOVERNMENT RESPONSIBILITY

The Government shall be responsible for providing on timely basis all information decision making and approvals under its control and resources required at offices of Sub-Registrar which may be reasonably required from time to time for the performance of this agreement. The Government acknowledges that any delay by the Government to provide such information, decision making and approvals may result in delays in implementing the agreement.

# 16. FORCE MAJEURE

Neither party shall be liable or responsible for failure or delay in the observance or performance or its obligation, hereunder, if it is prevented from discharging its obligations due to any cause arising out or related to circumstances which shall include but not be limited toô

- (i) Acts of Gods, Lightning strikes, floods, storms, explosion, fires and any natural disaster;
- (ii) Acts of war, acts of public enemies, terrorism, riots, labour strikes, lock-outs or other industrial action, civil commotion, malicious damage, break down of systems, sabotage or the like:

- (iii) Actions on the part of a Government or other authority which interfere with a Party ability to meet its obligations under this Agreement including embargoes, prohibitions or similar actions;
- (iv) Any order from a competent court either temporarily or permanently preventing either party from performing its obligations/discharging its responsibilities;
- (v) Any other circumstances beyond the Control of CRA and which, in the absence of this clause, will operate to frustrate the Agreement;
- (vi) CRA shall take all possible measures to prevent hacking. However, in the unfortunate event of hacking taking place. CRA shall be responsible for payment of actual revenues loss by way of stamp duty paid towards any document arising out of hacking.

If by reason of force majeure either party is delayed or prevented from complying with its obligation under this agreement the delayed party shall immediately give notice to the other party with an estimate date by which the contingency will be removed.

To the extent that the delayed party is or has been delayed or prevented by force majeure from complying with its obligations under this Agreement, the other party shall suspend the performance of its obligations until the contingency is removed.

If the contingency cannot be removed permanently or if a contingency results in delay extending beyond 3 months this Agreement upon notice by either party shall be terminated and the parties shall be relieved of their future contractual obligations, accept to the rights to which they may be entitled to a settlement and final accounting.

#### 17. TERMINATION

17.1 The appointment of the Central Record Keeping Agency shall be terminated by the Appointing Authority before the stipulated period on the ground(s) of any breach of any of the obligations or terms of agreement or provisions of these rules or the Act or financial irregularity or for any other sufficient reason, as the case may be.

- - 17.2 Union Territory Government shall be able to terminate this agreement by giving three months cure notice to the CRA specifying the breach committed by it. If such breach is not rectified within the said period of three months, this agreement will come to an end. However, this termination will not affect the obligations of the CRA upto the date of effective termination.
  - 17.3 On termination of appointment under this clause, the Central Record Keeping Agency shall transfer all the data generated during the period of appointment to the Government. After the termination of the appointment of the Central Record Keeping Agency, it shall not use or cause to be used the data generated during the period of appointment for its business or any other purpose whatsoever.

# 18. ARBITRATION

- 18.1 The parties shall amicably settle all/any disputes arising out of this agreement. In case the disputes are not resolved amicably, the matter shall be referred to Minister Incharge, Finance Department who shall be the sole arbitrator in the matter. The provisions of the Arbitration and Conciliation Act, 1997 shall apply to such proceedings.
- 18.2 The venue of arbitration shall be Srinagar/Jammu and the language of arbitration shall be English and Urdu.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first hereinabove written.

SIGNED, SEALED AND DELIV	ERED ]	
Ву	]	
Through the	]	
Both in the presence of:		]
(i)	]	
(ii)		1

#### Form-2

(See Rule 6)

(To be executed by the CRA on non-judicial stamp paper of Rs. 100)

# Undertaing-cum-Indemnity Bond

	This	Indemnity	Bon	id is	made	and	exect	ited
at		(place)	on	this			day	of
( m	onth)_				20_			b y
Shr	i		S/o	R/o				
					(officia	l desig	gnation	in
the	CRA)				_as Authoria	zed sig	gnatory	for
on	behalf			(		nar	ne of	the
Con	npany aj	ppointed as CI	RA		.) having its	regist	ered of	fice
at		(complete	addre	ss of t	the CRA)_			
				hereat	fter referred	to as	the Cen	tral
Rec	ord Kee	eping Agency	or C	RA (w	hich expres	sion sl	hall un	less
repu	ignant to	the context or	meani	ng there	of shall mea	n and ii	nclude t	heir
repr	esentativ	ves, assigns, he	irs, et	c.) in fa	vour of the	CCRA	(in Jan	nmu
and	Kashmir	) Kashmir/Jam	ımu he	ereinafte	r referred to	as the	Appoin	ting
Aut	hority (v	vhich expression	on sha	all unles	s repugnant	to the	contex	t or
mea	ning the	reof shall mea	n and	l includ	e Governme	nt of J	ammu	and
Kas	hmir and	d its duly auth	orized	l represe	entative).			

#### Whereas

- 1. The CRA has been appointed by the Union Territory to act as õCentral Record Keeping Agencyö and has thus been authorized by the Government for computerization of stamp duty Administration system in the Union Territory to issue e-Stamp Certificates to denote the payment of non-judicial stamp duty under the Jammu and Kashmir Stamp Act, 1977 (Act No. XL of 1977) by the public to the Government through its branches/offices and the authorized Collection Centres (called ACCs) located in the Union Territory.
- 2. And the CRA has agreed to fulfil all the conditions as required by the law, and also to undertake and keep indemnified the Government against all or any losses suffered by the Government due to any mishandling misconduct, negligence or any irregularity of any kind whatsoever caused by the CRA or its ACCs.

- And the CRA has agreed to the obedience and observance of terms and conditions that are prescribed in the Jammu and Kashmir Stamp (Payment of Duty by Means of e-Stamping) Rules, 2019 (hereinafter called the rules) and other orders issued by the Government or the Department under these rules.
- The CRA to fulfil the aforesaid requirement and in order to undertake and indemnity the Government, is executing this presents as follows :ô

# NOW THEREFORE THIS DEED OF UNDERTAKING-CUM-INDEMNITY BOND WITNESSETH AS FOLLOWS:-

- (a) The CRA hereby undertakes that the e-Stamping centres (the branches/offices of the CRA and its duly appointed ACCs) shall be available for inspection at all reasonable times by any of the officials mentioned in rule 33 of the rules or any officer authorized by the Appointing Authority/CCRA in this behalf without notice. The CRA also undertakes not to change or increase the ACCs without prior permission in writing of the Appointing Authority/CCRA.
- (b) The CRA undertakes to provide on demand to any inspecting officer, as mentioned in clause (a), any information on soft and/or hard copy of any electronic or digital record related to the collection and remittance of stamps duty relating to any time period or any other related information under rule 44 of the rules without unreasonable delay.
- (c) The CRA undertakes to abide by the terms and conditions as may be prescribed by the Appointing Authority/CCRA from time to time as to the implementation of the rules.
- (d) The Central Record Keeping Agency shall be responsible to remit the consolidated amount of stamps duty collected by its offices/branches and by its Authorized Collection Centres to õ0030-02-103-0-01ö õNon Judicialö head of account or any other notified head of account of the Union Territory, in the manner prescribed hereunder.
- (i) In case of stamp duty collected by way of cash/Real Time Gross \_\_\_\_\_(RTGS/Electronic Clearance System (ECS) or any other mode of electronic transfer of funds,

- - (ii) In case of Stamp Duty, collected by way of Pay Order (PO)/Demand Draft (DD) the Central Record Keeping Agency shall remit the consolidated amount of stamp duty (less, the prescribed discount/commission) to the prescribed head of account of the Union Territory, not later than the closing of the second working day, after the day of collection of the amount of stamp duty.
  - (iii) The CRA undertakes that in case it fails to remit the amount of Stamp Duty within the period as stipulated in rule 19 of the rules, the CRA shall be liable to pay, along with the collected amount of stamp duty, an interest calculated @ 12.00% per annum for the period of delay in day(s). Any part of a day will be treated as one day for the purpose of such calculation.
  - (iv) The CRA shall be responsible to furnish the information reports, as provided in rule 44 of the rules, to the CCRA and to any or all such other officers as he may direct.
  - (v) The CRA undertake that any of its employees or the employees of its ACCs directly or indirectly will not misuse or cause to be misused the authorization to collect stamp duty for the Union Territory by issue of e-Stamp certificates.
  - (vi) The CRA hereby undertakes to keep the Appointing Authority/CCRA, always indemnified against all or any of the losses or any third party risk arising out of any mishandling, misconduct, negligence or any irregularity of any kind whatsoever caused by the CRA or its ACCS.

IN WITNESS WHEREOF the CRA has this Undertaking-cum Indemnity-Bond on the day and year first hereinabove written.

	ne J&K Official Gazette, 24th June, 2020/3rd Asad., 1942. 35 óóóóóóóóóóóóóóóóóóóóóóóóóóóóóóóóóóóó
SIGNED, S	EALED AND DELIVERED ]
By Shri	
As Authoriz	ed Signatory for and on behalf of
(Name of	the company appointed as CRA]
In the prese	nce of:
(i)	Signature
	Name]
	Official Designation]
	Address]
(ii)	Signature
	Name]
	Official Designation]
	Address]

#### Form-3

# Application Fore-Stamp Certificate/Additional e-Stamp Certificate

					Ap	plicatio	on Dat	e :	/	/20
ACC							ACC	: Id		
Document	Description			Stamp	Du	ty An	nount	₹		
Property	Descriptio	n/Property A	ddress	(not	exce	eding	100	charac	ters)	
		Consideration A	Amount	(if an	y)	₹				
	Details	of the Pur	chaser	/Autho	rise	d Pei	son			
Name and A	Address of th	e								
First Party	with									
Phone No.		_								
Name and A	Address of th	e								
Second Part	y with									
Phone No.		-								
Stamp Duty	Paid by (√	Γick) 1st	Party					2nd Part	y	
		Stamp Duty	Payn	ent D	)etai	ls				
Mode of Paymo	ent Cash	Cheque DD	Pay Or	der 1	NEFT	RTO	GS A	/c to A/c	Trans	fer
Cheque	/DD/Pay-Order	/NEFT/RTGS/Ac	count D	etails		(	ash De	posit		₹
Bank Name	Branch Nan	ne Cheque/DD/F	PO/UTR/	REF/Acc	count l	No.	Deno.	Pieces		
							2000 x			
							500 x			
							200 x			
							100 x			
							50 x			
							20 x			
							10 x			
Rupees (in Wo	rds):						Others			
							7	Γotal		

 Please submit the duly filled and signed form along with stamp duty amount at the e-Stamping counter, 2. Stamp Duty amount should be rounded off to the nearest Rupee, 3. The correctness of Article type and Stamp Duty amount cannot be confirmed at the e-Stamping counter, 4. Once the e-Stamp is generated no modifications/changes are possible, so carefully check the

# No. 12-h ] The J&K Official Gazette, 24th June, 2020/3rd Asad., 1942. 37

preview of the e-Stamp and only then sign the preview, 5., Cancellation charges are applicable as levied by the State Government, 6. While generating Additional e-Stamp certificate details of the base certificate cannot be changed.

	t of my knowled issued/or, (ii) [ n of previous dated	ge, thus, the : (i) additional e-Stamp  Certificate Nomay	e-Stamp Certificate Certificate of the please be issued.
Date :	Signature	of the Purchaser/A	uthorised rerson
<b>(</b> F	or Office Use	Only)	
To be filled by USER	To be filled	d by SUPERVISOR	
SUBIN	C	ertificate Number I	N
Signature of the Purchaser/Auth  — —  SHCIL e-Stamping Recei		e filled in by the cl	
Name of Stamp Duty Purchaser/Authorised Person		Date of Application	/ /20
Consideration Amount (if any)	₹	Mode of Cash Payment Pay	Order NEFT
Stamp Duty Amount	₹		
Cheque/DD/PO/UTR/REF/Account	No.	Date	: / /20
Bank Name		Branch Name	
Counter Signature of ACCs with	Seal		

Note :0 Once the e-Stamp has been generated, payment cannot be cancelled or refunded by the ACC. The refund or allowance for -Spoiledø or -misusedø or -mot required for useø, e-Stamp Certificate can be made by the Collector of the District in accordance with Chapteró VII of Himachal Pradesh e-Stamping Rules, 2011.

#### Form-4

(See Rule 31)

# Application for Cancellation and Refund of e-Stamp Certificate

ACC	ACC
	Id.
Application Date	/20

# Details of the e-Stamp Certificate presented for Cancellation and Refund

e-Stamp Certificate Number:

Cottamp	COLLI	iicate	1 (411	icci .									
IN													
Date of	Date of Issue of the Certificate :								/		12	20	

# Date of Purchaser/Authorized Person

Name and Address of the Purchaser with Phone No.	
Name and Address of the Authorized Person (if any) with Phone No.	

• In case an authorized person in presenting the refund application on behalf of the e-Stamp purchaser, this application must be accompanied with authorization from the purchaser (executed on a Rs. 20 non-judicial stamp paper).

# Stamp Duty Payment Details

e-Stamp Certificate Purchased	by
Stamp Duty Amount Rs. :	e-Stamp Certificate No. :
Date:	

The information stated above is true to the best of my knowledge and belief.

Date:

Signature of the Purchaser/ Authorized Person of the Certificate

# Report of the Deputy Commissioner of Stamps

The details of the e-Stamp certificate have been verified from the system. The said certificate has not been disabling in the data base of e-Stamp certificate. The certificate of verification has been endorsed on the said certificate also. Refund of the amount of stamp duty mentioned in the certificate is recommended.

Sign. and Seal of the Authorized Signatory.....

For Use of the Office of the Deputy Commissioner of Stamps.

Report of the Stamp Clerk:

Order of the Deputy Commissioner regarding refund :

Sign. and Seal of the Deputy Commissioner of the Stamps

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# FORM-5

(See Rule 21(3))

# Register regarding daily postings of applications for e-Stamp Certificate and e-Stamp Certificates

issued (to be maintained by the ACC/CRA)

S. No.	-	at	e	P A	ur	cha ho	of ase rize	er/		I	Sta pai of	mı d l Ca	by ish	Out wa /D	ty ay D/	() 1		tif a	ica nd	te	Signature of Purchaser or Authorized Person						
ô ô 1	ô	ô 2	ô	ô	ô	ô	ô	ô	ô	PO Any other ô ô ô ô ô ô ô 4																	
ô ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	ô	

# FORM-6

(See Rule 19(3))

	(See Rule 19(3))																							
	Register/Report regarding the daily stamp duty collected and remitted to Government to be maintained by CRA $\hat{0}$																							
ô	ô ô	ô	ô	ô	ô	ô	ρÓ	Ĉ Ĉ	ô	Ô (	ρô	ô	ô	ô	ô	ô۱	ô	ô	ô	ô	ô	ô	ô	ô
Sr. No.	Date	Name of CRA	Total No. of e-Stamp	Certificate	Amount of Stamp Duty	Collected	Amount deducated by CRA	is discount/commission on	o, the Stamp Duty Collected	CGST	SGST/UGST	O Previous amount of balance	O for remittance (Amount as	Oshown at immediate previous	Oentry in column 12)		Total Amount for remittance	(5-6-7-8+9)		Amount for remitted to	Govt. Account		Closing Balance	
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1	2	3		4		5		6		7	8		9	)			1	0		1	1		12	
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-																			+					
_																								
																			t					
-																			$\dagger$			$\dagger$		$\overline{}$
-																1			+			+		$\dashv$
_																			+			+		
_																			1			-		
_																								