

The Kerala Stamp Act, 1959

Chapter 2 - CHAPTER I

In this Act, unless the context otherwise requires,-(a) "bond" includes-(i) any instrument whereby a person obliges himself to pay money to another, on condition that the obligations shall be void if a specified act is performed or is not performed as the case may be ;(ii) any instrument attested by a witness and not payable to order or bearer, whereby a person obliges himself to pay money to another ; and(iii) any instruments so attested, whereby a person obliges himself to deliver grain or other agriculture produce to another ;(b) "chargeable" means, as applied to an instrument executed or first executed after the commencement of this Act, chargeable under this Act, and as applied to any other instrument chargeable under the law in force in the territories of the State of Kerala when, such instruments was executed, or, where several persons executed the instrument at different times, first executed ;(c) "Collector" means the Chief Officer in charge of the Revenue Administration of a district; and includes any other officer whom the Government may, by notification in the Gazette, appoint in this behalf ;(d) "Conveyance" includes a conveyance on sale and every instrument by which property, whether moveable, or immovable is transferred metros and which is not otherwise specifically provided for the Schedule ;(e) "duly stamped" as applied to an instrument means that the instruments bears an adhesive or impressed stamps of not less than the proper amount and that such stamp has been affixed or used in accordance with the law for the time being in force in the territories of the State of Kerala ;(f) "executed" and "execution" used with reference to instruments, mean "signed" and "signature" ;(g) "Government security" means a Government security as defined in the Public Debt Act, 1944 (Central Act 18 of 1944) ;(h) "impressed stamp" includes-(i) labels affixed and impressed by the proper officer; and(ii) stamps embossed or engraved on stamped paper ;(i) "India" means the territory of India excluding the State of Jammu and Kashmir ;(j) "instrument" includes every document by which any right or liability is, or purports to be, created, transferred, limited, extended, extinguished or recorded but does not include a bill of exchange promissory note bill of lading, letter of credit, policy of insurance, transfer of share, debenture, proxy and receipt ;(k) "instrument of partition" means any instrument whereby co-owners of any property divide or agree to divide such property in severalty, and includes also a final order for effecting a partition passed by any Revenue Authority or any Civil Court and an award by an arbitrator directing a partition ;(l) "lease" means a lease of immovable property, and includes also-(i) Marayapattom ;(ii) Kanapattom ;(iii) an agreement or other undertaking in writing not being a counterpart of a lease, to cultivate, occupy, or pay or deliver rent for immovable property ;(iv) an agreement or other undertaking in writing, executed by the renters of abkari and opium farms ;(v) any instrument by which tolls of any description are let ;(vi) any writing on an application for a lease intended to signify that the application is granted; and(vii) a patta.(m) "marketable security" means a security of such a description as to be capable of being sold in any stock market in India ;(n) "mortgage deed" include every instrument whereby, for the purpose of securing money advanced, or to be advanced, by way of loan, or an existing or future debt, or the performance of an engagement, one person transfers, or craters, to or in favour of another, a right over or in respect of specified property ;(o) "paper" includes vellum, parchment or any other material on which an instrument may be written ;(p) "power-of-attorney" includes any instrument (not chargeable with a fee under the law relating to Court fees for the time being in force) empowering a specified person to act for and in the name of the person executing it ;(q) "settlement" means any non-testamentary disposition in writing, of movable or immovable property made-(i) in consideration of marriage,(ii) for the purpose of distributing property of the settler among his family or those for whom he desires to provide, or for the purpose of providing for some person dependent on him, or(iii) for any religious or chartable purpose ;and includes an agreement in writing to make such a disposition, (and where any such disposition has not been made writing, any instrument recording whether by way of declaration, of trust or otherwise, the terms of any such disposition);(r) "vessel" means anything made for the conveyance, by water, of human beings of property.

