

**htestates****LAW BOOK**

Sunil Tyagi

Are the stamp duty implications different if I purchase an immovable property in Delhi either by myself, or jointly with my husband?

— **Sunita Kapoor**

For an immovable property situated in Delhi, stamp duty rate (including corporation tax) on property purchased in the name of a female buyer is 4%. However, if the property is purchased by you and your husband jointly, stamp duty rate (including corporation tax) on the sale deed/conveyance deed will be 5%.

My father, an Indian citizen, is the owner of agricultural land in India. Being an NRI, are there any restrictions on my subsequent inheritance of agricultural land in India?

— **Nitin Malhotra**

As an NRI, you may acquire agricultural land/plantation property/farmhouse property in India by way of inheritance, provided your father had acquired such property in accordance with the provisions of foreign exchange regulations in force.

We are a Hindu family with my mother and sister. My father died without making a will. During his lifetime, my father purchased a house out of his own funds. After my father's demise, his brother is claiming a share in the said house. Can my father's brother claim any share in the house?

— **Shekhar Sharma**

Since the said house was purchased by your father out of his own funds, this was his self-acquired

property. As per Hindu Succession Act, 1956, you, your mother and your sister are class I legal heirs, and in the absence of any will by your father, each one of you will get one third share in the said house and other self-acquired properties of your father.

Your father's brother being a class II legal heir has no right in the said house or other self-acquired properties of your father.

I have taken up a flat on lease for a term of five years. At the time of commencement of lease, it was mutually agreed that the rent would be the same for the first two years of the lease term. Although only one year has passed, the landlord has sent me a notice regarding escalation of rent by 5%. Can he do so?

— **Rohit Ranjan**

From the facts provided, the terms of the lease deed with respect to escalation of rent are not clear. In case the lease deed explicitly states that rent for the property shall not be liable to be increased for the first two years of the lease term, the lessor would not be entitled to unilaterally increase the rent, unless both parties agree to such escalation of rent in writing.

The author is a senior partner at Zeus Law, a corporate commercial law firm. One of its areas of specialisations is real estate transactional and litigation work.

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