



htestates law book

SUNIL TYAGI

I am a 45-year-old woman and have a 75-year-old neighbour. She has been living alone ever since her husband died last year. Although she is the owner of the flat she does not have a regular source of income. She suffers from diabetes and other ailments and it is getting difficult for her to survive without any kind of assistance from anyone. We as neighbours do our bit for her but her sons who are well settled, live separately and do not even visit or care for her. Is there any option available to her so that she may live comfortably?

- Shikha Swarup

As she is a senior citizen, she can opt for a reverse mortgage of the property she owns whereby she shall receive a regular stream of income from a lender (a bank or a financial institution) against the mortgage of her home/flat. She shall continue to reside in the property till the end of her life and receive a periodic payment on it from the lender. After her demise, the bank will give an option to her heirs to settle the loan along with accumulated interest, without sale of property. If the heirs are unable to settle the loan, the bank will opt to recover the same from the sale proceeds of the property. Any extra amount, after settlement of the loan with accrued interest and expenses, through the sale of the property, will be passed on to the legal heirs.

My grandfather gifted his self acquired residential property to my father by executing an irrevocable gift deed in favour of my father. Would such a gift be considered to be my father's ances-

tral property and do the other legal heirs of my grandfather have a share in the residential property gifted to me by my grandfather after his demise?

- Sagar Mehta

As your father has obtained your grandfather's property by way of a gift, it is not considered as an ancestral property. The other legal heirs do not have any right in the gifted property as the absolute ownership of the property has been transferred by your grandfather in favour of your father.

I have an independent floor in Delhi that has been leased out. The tenant has now further leased the house to a third party without my knowledge or consent and claims that he is entitled to sub-let. Can a tenant sub-let the property given to him on lease without the consent of the lessor?

- Tarun Raha

It is not clear whether the terms of your lease deed expressly prohibit sub-letting of the leased premises by the lessee. If there is no express prohibition in the lease deed on sub-letting the whole/any part of the premises, the lessee is entitled to sub-let the leased premises. In case your lease deed prohibits, sub-letting then you can seek remedy for breach of terms and conditions of the lease deed.

The author is a senior partner, ZEUS Law Associates, a corporate commercial law firm. One of its areas of specialisation is real estate transactional and litigation work. If you have any queries, email us at htestates@hindustantimes.com



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