



htestates

LAW BOOK

Sunil Tyagi

My father executed a will which was duly registered in 2010. Thereafter, he executed another will in 2015. However, before he could get it registered, he passed away. Which one will be deemed as his final will?

Akash Bansal

It is not mandatory for a will to be registered for it to be a valid document as per the Indian Registration Act. Hence, the last will, if executed in a manner specified in law, by your father, will be considered to be his final will. The properties shall devolve basis this will.

I am a member of the managing committee of a cooperative housing society located in Delhi. There has been a transfer of membership; does the managing committee of the society have to issue a new certificate or hand over the old certificate to the new member?

Anshul Rastogi

According to the Delhi Co-operative Societies Rules, 2007, as applicable to cooperative housing societies, the cooperative housing society shall issue fresh share certificate with new serial number to the transferee after cancelling the earlier share certificate.

I have bought a house and a patch of adjacent land from a person who gave me the impression that he owned both the house and the land. Later I came to know that the transferor became the owner of the adjoin-

ing land only after he had executed an agreement to sell in my favour. What rights do I have?

Rishabh Mann

Now, when the seller has actually acquired the ownership of the adjoining piece of land you may continue with the contract and cause execution of sale deed in your favour.

Alternately, you may rescind the agreement to sell for the land adjoining the house.

I have executed a lease deed for five years. As the term has expired, I requested the lessor to renew the lease for another five years but to no avail. How should I proceed?

Sahadevan

It is not clear whether the original lease deed contains a clause providing you the sole option for renewal of lease. In case it does, you may seek redressal by filing a suit for specific performance of the renewal clause, provided you have not breached or violated any material terms and conditions of the original lease deed.

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