



LAW BOOK

Sunil Tyagi

I had purchased a 150 sq yard two-storey house in Delhi in August 2015. At the time of the agreement to sell (ATS), I paid 75% consideration and took possession of the property. The ATS is duly registered. As per the ATS, I was given six months to pay the balance 25% consideration. Now, I am trying to contact the seller to give balance consideration and get the sale deed executed, but the seller is not responding. I have an impression that he wants to sell the property to a third party and evict me from the property. Can he evict me from the property and how can I get the sale deed executed in my favour?

- Suresh Bhargava

The Transfer of Property Act, 1882, protects the buyer of an immovable property who has possession of the property from being unlawfully evicted by the seller. However, this requires a registered agreement to sell and the buyer should be willing to perform his part of the contract, i.e. make payment of balance consideration etc.

Since you are willing to perform your part of the agreement, the seller cannot unlawfully evict you from the property.

Also, you can file a suit for specific performance of the agreement to sell against the seller for getting sale deed executed in your favour.

I am currently residing in Mumbai and I also have a rented house in Delhi. I had execut-

ed a special power of attorney in favour of my sister for carrying out maintenance of this property. Do I need to get the special power of attorney registered?

- Lakshman Kumar

Since you have executed a special power of attorney which is given for a specific purpose and does not create any interest in the property, such special power of attorney is not required to be compulsorily registered.

I am the owner of an independent house comprising three floors. I stay on the ground floor and my son and his family stay on the first floor. I intend to lease out the second floor of my property to a family for three years. The property dealer says that the stamp duty is to be shared by the tenant and me equally. Am I liable to share the stamp duty expense?

- Satyapal Yadav

As per the Transfer of Property Act 1882, the liability to pay stamp duty is on the lessee, unless otherwise agreed between the lessor and the lessee that the stamp duty will be shared by them or that the lessor will pay the stamp duty.

The author is 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@hindustan-times.com.