



htestates

law book

SUNIL TYAGI

My late grandmother owned a house and wanted it to be transferred in my name after her death. However, in her will she has stated that my father, ie her son, shall have the right to enjoy and use the house during his lifetime and after his death it should be transferred in my name. Now my father wishes to sell the house in order to get some money and buy another house for us. I personally do not want him to sell the house of my late grandmother. Is sale of the house by my father permitted under the law?

-J Mukundan

As per your late grandmother's will, your father only has life interest in the house and he has just acquired a right to use and enjoy the house during his lifetime. Under life interest the beneficiary, which in this case is your father, is restricted from alienating the property to any person as you are the ultimate beneficiary. You inherit the house after his demise.

I live in a flat in Delhi which is owned jointly by me and my wife. As per our understanding, I would like this flat to be solely in her name and, therefore, I want to delete my name as joint owner of the flat. Is this possible? Will I have to pay stamp duty?

-TK Mishra

If this flat was purchased by both of you jointly, you have two options - you may either execute a gift deed/transfer deed of your

undivided share in favour of your wife. A gift deed/transfer deed shall attract payment of appropriate stamp duty, as applicable in Delhi.

I have a flat which was leased by me for a period of two years to college students. The lease deed specifies that the tenants are not permitted to make any changes in the flat and not damage anything. However, recently after the expiration of the lease period, I discovered that they had made certain changes that would require some expenses to restore the property to its original shape. Can I adjust the amount required for the same from the security deposit I have retained from them?

-Ram Mohan

In case your lease agreement has a provision of such an adjustment you are entitled to adjust the security deposit to the extent of the expenses required for restoration of the property leased to its original state. However, the changes caused by reasonable wear and tear for the term of the lease cannot be a part of such adjustment from security deposit.

*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](mailto:htestates@hindustantimes.com)*

