



LAW BOOK

Sunil Tyagi

I have taken a shop/store on lease in a shopping complex in Delhi. As per the lease deed I have been given a rent-free period of three months to complete fitouts in the shop and commence store operations. I have been unable to complete the fitouts. Am I still liable to pay rent?

— Santosh Sharma

This depends on the terms of the lease deed. If it is provided that despite non completion of fitouts and non commencement of store operations within the rent free period, rent shall commence on expiry of the rent-free period, then you shall be liable to pay rent after expiry of rent-free period irrespective of non-completion of fitouts and non commencement of store operations.

I own a house in Gurgaon. Since I don't have children, I wish to gift the house to my niece. Is there any stamp duty exemptions for the same?

— Mohit Sinha

As per notification passed by the Haryana government in July 2014, stamp duty payable on transfer of property by an owner to any blood relation (i.e. father, mother, children, grandchildren, brother(s), sister(s) and between spouse) has been exempted. Since your niece does not come under the definition of blood relation there is no exemption towards the stamp duty leviable on the gift deed executed by you in her favour.

I have taken a house on lease for a term of five years. The lease deed contains a clause that the rent shall not be escalated by the

lessor, before the expiry of three years from the commencement of lease. However, the lessor is now demanding increased rent after only one year from the commencement of the lease. Can the lessor unilaterally increase the rent?

— Tarun Gautam

In the lease deed, since the lessor and you have explicitly stated that rent for the property shall not be liable to be increased for the initial three years of the term of lease, the lessor is not entitled to unilaterally demand a higher rent, unless you along with the lessor agree to the revision of rent in writing.

I recently purchased a flat in Delhi and before execution of sale deed, I had gone through all the previous title documents as shown by the seller to make sure that the house did not have any title defects. After registration of sale deed, I discovered that there is bank charge on the property. Can bank enforce the charge against me?

— Rewal Sahni

As per the applicable law, a bank has right to enforce charge over the property despite it being sold to you. However, the seller is duty bound to disclose defects in title if any to a buyer. You may initiate civil and criminal proceedings against him for the same.

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