

TRANSFER OF PROPERTY

Duration: 3 Hours

Total Marks: 75

Instructions:

1. Answer any **Eight** questions from Q.No.1 to 12 (8x8=64)
2. Q. No. **13** and Q. No. **14** are **compulsory**.
3. Students are advised to incorporate the **exact question number** in the answer scripts.

1. "Property of any kind may be transferred" - explain with its exceptions if any under Transfer of Property Act.
2. Discuss the law relating to "Restrictions repugnant to interest created".
3. State and explain Vested and Contingent interest and state differences if any.
4. Explain the concept of doctrine of feeding the grant by estoppel under Transfer of Property Act and distinguish it with Sec.6(a).
5. Discuss the provisions relating to fraudulent transfer under Transfer of Property Act.
6. Define Sale; explain its essentials and rights and liabilities of buyer.
7. Define mortgage; explain its essentials and Mortgage by conditional sale.
8. Discuss the doctrine of Marshalling and Contribution under the Transfer of Property Act 1882?
9. What is Lease and explain liabilities of Lessee.
10. Explain the Doctrine of Part Performance.
11. Define exchange and explain its essentials and rights and liabilities of parties to exchange.
12. Define Easement and elaborate on its classification.

13. Answer any **Two** of the following: (2x3=6)
 - a) Constructive Notice
 - b) Universal Donee
 - c) Tenancy by holding over.

14. Render Legal Advice on **any Two** of the following situations by giving reasons and citing relevant provisions of law. (2x2.5=5)
 - i) A makes a gift of his house to B, who is agent of C, on condition that B shall give a false receipt on behalf of his principal C. Is the transfer valid?
 - ii) A transfers to B an estate of which C is entitled and as a part of the same transaction, gives C a coal mine which he exhausts it. Can C refuse to transfer his estate to B ?
 - iii) A sells his house to B for five lakh rupees, with a condition that B should not sell it for five years. Within this period of five years, A would arrange the money and would have an option to repurchase it for 6 lakh rupees. If A unable to repurchase within five years, B would be at liberty to sell it to anyone. Is the condition valid?
