

EXAMINATION OF ARTICLED CLERKS

PAPER IV

CONVEYANCING

Tuesday, 30th April, 2019

Time: 3 Hours (1:00 PM to 4:00 PM)

TOTAL MARKS – 100

General Instructions:

- (1) Please answer all questions to the point.
 - (2) Answers should be reasoned and if possible supported by case law.
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1. i. Who is an “ostensible owner”? Can such person transfer property? **4 Marks**
 - ii. “Transferability is the most inherent quality of Property”. State the exceptions to this rule. **4 Marks**
 - iii. Explain the Rule against perpetuity. **2 Marks**
 2. What is an ‘Exchange’ under the Transfer of Property Act, 1882? Would a Deed of Settlement transferring a business amount to an exchange? Is such a Deed required to be registered? **8 Marks**
 3. Enumerate the documents of which registration is Compulsory. **10 Marks**
 4. Does the definition of ‘Promoter’ under Real Estate (Regulation and Development) Act 2016 (RERA) cover the Maharashtra Housing and Area Development Authority? **2 Marks**
 - Would solicitation by SMS be deemed to be an advertisement under the provisions of the RERA? **2 Marks**
 - Is it permissible to sell parking to allottees under RERA? **3 Marks**
 - Does the Consumer Court have the jurisdiction to entertain proceedings against a promoter for failing to adhere to the sanctioned Plans? **2 Marks**
 - What alterations can a promoter make to a sanctioned plan and under what circumstances can he do so? **3 Marks**
 - Enumerate the declarations required to be made by a Promoter applying for registration of real estate projects. **3 Marks**

5. Write short notes on any three of the following: 12 Marks
- i. Ademption of legacies.
 - ii. Conditional bequests.
 - iii. Election.
 - iv. Revocation of Will by testator's marriage.
6. i. Write a brief note on the responsibilities of promoters under Maharashtra ownership flats (Regulation of the promotion of construction, sale, management and transfer) act, 1963 (MOFA). 6 Marks
- 3 Marks
- ii. Examine whether an Agreement which is not registered under the provisions of Section 4 MOFA can be specifically performed? 4 Marks
- In case of any inconsistency between the provisions of RERA and MOFA which Act will take precedence? Why?
7. i. Can a Deed of Conveyance admitted in evidence be challenged on the ground that it has been insufficiently stamped? Why? 3 Marks
- ii. An Agreement between ABC, Inc. of the USA and XYZ Pvt. Ltd. of India in respect of transfer of technology for manufacturing of Solar Voltaic Cells by XYZ Pvt. Ltd. has been received in Mumbai for execution by XYZ Pvt. Ltd. Under this Agreement XYZ Pvt. Ltd. shall pay to ABC, Inc. a royalty of 5% of actual sales or a sum of USD 50,000/ per annum. 6 Marks
- a. Is this Agreement required to be registered?
 - b. Is Stamp duty payable on this Agreement? If yes, for what value?
 - c. Is there any time limit for stamping the Agreement?
- 3 Marks
- iii. What is meant by the term 'ad valorem duty'?
8. Draft a Deed of English Mortgage. 20 Marks

OR

Draft a Deed of Partnership of LLP.