

EXAMINATION OF ARTICLED CLERKS

PAPER IV

CONVEYANCING

Thursday, 7th April, 2022

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

TOTAL MARKS – 100

Notes:

- (i) Please read the entire question paper carefully prior to answering**
- (ii) Answers shall be evaluated for an analytical approach and clarity of thought. Answers should be to the point**
- (iii) Quote sections in support of your answers whether specifically mentioned in the question or not.**
- (iv) Quote case law (if any) in support of your answers**
- (v) Please answer in order of the sub-questions**

1. Please draft any one of the following: 15 Marks
 - i. Deed of Gift of a flat in a cooperative housing society.
 - OR
 - ii. Instrument for purchase of a flat where the ultimate organisation of the flat purchasers has not been formed.

2. Please draft any three of the following: 18 Marks
 - i. Public notice investigating the title of the owner of an apartment in a condominium
 - ii. Will
 - iii. Power of Attorney to adopt/defend legal proceedings
 - iv. Letter of attornment
 - v. An arbitration clause in an Agreement for Sale of a parcel of land.

3. Please answer whether the following statements are true or false. 10 Marks
(no explanation required).
 - i. A mere right to sue can be transferred.
 - ii. An easement can be transferred apart from the dominant heritage

- iii. "Assignment of a lease" and "sub-lease" have the same meaning in law.
 - iv. An instrument making a gift of immovable property requires to be attested by atleast two witnesses.
 - v. It is mandatory to register all real estate projects with the Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act 2016.
4. State whether the following documents are required to be compulsorily registered and/or stamped in accordance with law: 10 Marks
- i. The first codicil to a registered will.
 - ii. Declaration under section 2 of the Maharashtra Apartment Ownership Act.
 - iii. Consultancy Agreement.
 - iv. Leave and License Agreement.
 - v. Indemnity for loss of title deeds.
 - vi. Negative covenant.
 - vii. Sub-Lease.
 - viii. Business Conducting Agreement.
 - ix. Letter of Attornment.
 - x. Power of Attorney given only to admit execution of a document before the Office of the Sub Registrar of Assurances.
5. A client approaches you for advise. He seeks to purchase an undivided share in an immovable property. The immovable property is a dwelling house belonging to an undivided family of which your client is not a member. Please provide your advise with reasons. 5 Marks
6. A promoter of a real estate project permits the publication of an advertisement and prospectus of services relating to the project. A purchaser of an apartment in the project approaches you for your advise on what steps can be adopted against the promoter as the promoter has failed to deliver on the services as mentioned in the advertisement and prospectus. What would you advise your client. 5 Marks

7. Write short notes on any five of the following: 25 Marks
- i. Notice of lis pendense.
 - ii. Doctrine of Part Performance.
 - iii. Consequence of an instrument not duly stamped.
 - iv. Ademption of legacies.
 - v. Rights of an allottee against a promoter under the Real Estate (Regulation and Development) Act 2016 for delay in handing over possession of the allottees flat.
 - vi. Fraudulent transfer.
 - vii. Unpaid vendors lien.
8. An executor of a will approaches you for advise. A bequest has been made by the testator under the will to an individual by a particular description, however there is no such individual in existence at the time of the testator's death who answers the description. What would you advise the executor. 3 Marks
9. Write a note on the adherence to sanctioned plans and project specifications by a promoter. Can the promoter alter the same? If yes what steps would the promoter have to take? Please also set out the consequences of carrying out alterations to the plans and project specifications without taking the required steps. 4 Marks
10. Your client seeks your opinion on a sale deed executed in his favour by Mr. A in respect of an immovable property in Mumbai. On a review of the sale deed you learn that the basis on which Mr. A has sold the immovable property to your client is that the property will be bequeathed to Mr. A by his father. Please set out your opinion. 3 Marks
11. What are the consequences of not registering a document, the registration of which is compulsory under the Indian Registration Act? 2 Marks
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