CLAT PG Property Law

Sample Paper – 8

Duration: 20 Minutes **Maximum Marks: 20**

Instructions

- This paper contains **20 Multiple Choice Questions (Single Correct Answer)**, modelled on the Property Law portion of **CLAT PG** entrance.
- Each correct answer carries **+1 mark**. Each incorrect answer carries a penalty of −**0.25 marks**. Unattempted questions carry no penalty.
- Only **one** option is correct. Choose carefully.
- Syllabus: **Transfer of Property Act, 1882; Registration Act, 1908; Easements Act, 1882** (LLB level).
- Use of mobile phones, calculators, or electronic gadgets is strictly prohibited.

SECTION A – Questions

Q1. Ramesh and Suresh jointly inherited an agricultural plot in Nagpur and each held an undivided half share in it. Without informing or obtaining the consent of Suresh, Ramesh executed a registered sale deed in favour of Deepak, purporting to sell the entire plot for Rs. 12 lakhs. Deepak paid the full consideration in good faith and accepted the deed. When Deepak sought possession of the whole plot, Suresh objected and produced documentary evidence of his co-ownership. Deepak contended that as a bona fide purchaser for value who had obtained a registered deed, he had acquired the entire property.

What is the correct legal position regarding Deepak's rights under Section 47 of the Transfer of Property Act, 1882?

(A) Deepak acquires only Ramesh's undivided half share; Suresh's share is wholly unaffected by the transfer.

(B) The sale deed is entirely void because Ramesh executed it without first obtaining Suresh's prior written consent.

(C) Deepak acquires the entire property because he paid full consideration and the deed was registered in good faith.

(D) The transfer is voidable at Suresh's option, and Suresh must institute a suit within one year to set it aside.

Q2. Arvind, by a single registered instrument, transferred his residential house to Priya for life, and provided that after Priya's death the property would pass absolutely to Kavita. The deed further stipulated that if Kavita predeceased Priya, the property would vest in Kavita's heirs for perpetuity. The court held the ulterior disposition in favour of Kavita's heirs void as violating the rule against perpetuity. Priya thereupon argued that since a part of the deed was invalid, the entire instrument failed and she held no life estate.

Which of the following correctly states the law under Section 30 of the Transfer of Property Act, 1882?

(A) Since one disposition in the deed is void, the entire instrument must be treated as invalid and Priya obtains no interest whatsoever.

(B) Priya's life interest remains valid and subsisting; the invalidity of the ulterior disposition in favour of Kavita's heirs does not affect the prior disposition in her favour.

(C) The void condition renders the instrument voidable at Arvind's option, and he may recover the property from Priya by giving notice.

(D) The court must rewrite the deed by substituting a valid ulterior disposition in order to give effect to Arvind's overall intent.

Q3. Mohan transferred a vacant plot in Pune to Anita by a registered deed, with an express condition that Anita must commence construction of a residential building within two years of the date of transfer. The same deed provided that if Anita failed to commence construction within those two years, the plot would pass to Beena. Anita did not commence any construction within the stipulated period. Beena claimed the property, while Anita argued that the condition divesting her interest was an invalid restraint on alienation and could not take effect.

Under Section 28 of the Transfer of Property Act, 1882, which of the following correctly describes the legal position?

(A) Anita takes an absolute interest on transfer and no subsequent condition can divest her of that interest under any circumstances.

(B) The condition subsequent is void because conditions that divest an already vested absolute interest are impermissible under the Act.

(C) Upon Anita's failure to commence construction within two years, the property vests in Beena by virtue of the ulterior disposition taking effect on failure of the prior interest.

(D) Beena must first obtain a court declaration of her title before any interest in the plot can vest in her.

Q4. Ganesh sold his agricultural land to Harish under a registered sale deed containing a clause that reserved to Ganesh the right to revoke the sale within five years if Harish failed to cultivate the land for any continuous period of two years. Harish neglected cultivation for over three years. Ganesh duly exercised the revocation clause by a registered notice and thereafter sold the same land to Ishwar by a registered deed. Harish challenged the transfer to Ishwar, arguing that once a registered sale deed is executed a seller cannot unilaterally revoke it.

Under Section 42 of the Transfer of Property Act, 1882, which of the following correctly describes the legal effect of Ganesh's transfer to Ishwar?

(A) The transfer to Ishwar is void because Ganesh had already divested himself of all title by the first registered sale deed to Harish.

(B) Ganesh's revocation is itself invalid; a registered sale deed cannot be unilaterally revoked regardless of any contractual clause reserved in the deed.

(C) The transfer to Ishwar is voidable at Harish's option, since Harish can challenge whether the conditions for revocation were in fact satisfied.

(D) Where a person has authority to revoke a former transfer, a subsequent transfer made by him in exercise of that authority is valid to the extent that such authority exists.

Q5. Dilip mortgaged his factory in Surat to Kotak Finance by a simple mortgage to secure a loan of Rs. 50 lakhs, repayable at the end of three years. After two years, Kotak Finance discovered that Dilip had been demolishing structural portions of the factory and removing valuable fixtures, thereby causing substantial damage to the property and materially impairing the security. The three-year repayment period had not yet expired. Kotak Finance sought to file a suit to recover the entire mortgage money forthwith.

Under Section 68 of the Transfer of Property Act, 1882, which of the following grounds, if established, would entitle Kotak Finance to sue for the mortgage money before the contractual due date?

(A) Dilip has committed waste on the mortgaged factory, thereby rendering the security insufficient.

(B) The market value of the factory has fallen by 25% on account of a general economic recession beyond Dilip's control.

(C) Dilip has not paid the municipal property taxes due on the mortgaged factory for a continuous period of one year.

(D) Kotak Finance apprehends that Dilip intends to create a further mortgage on the factory in favour of a third party.

Q6. Lata held a ten-year commercial lease over a shop in Mumbai granted by its freeholder Ratan. She mortgaged this leasehold interest to Maharashtra Bank by deposit of the title documents. On Lata's default in repayment, Maharashtra Bank lawfully took possession of the shop. With only eight months remaining in the original lease, the bank negotiated with Ratan and obtained a fresh ten-year renewal of the lease in the bank's own name. Lata subsequently repaid the entire mortgage amount and sought to redeem the mortgage, claiming the benefit of the renewed lease upon redemption.

Under Section 71 of the Transfer of Property Act, 1882, which of the following correctly describes the legal effect of the renewed lease obtained by Maharashtra Bank?

(A) Maharashtra Bank is entitled to retain the renewed lease for its own benefit because it negotiated and obtained it in its own name.

(B) Upon redemption, Lata is entitled to the benefit of the renewed lease, since a mortgagee in possession who renews a lease holds the renewal for the benefit of the mortgagor.

(C) The renewed lease belongs to Ratan as the freeholder; neither the bank nor Lata can claim its benefit without entering into a fresh independent agreement with Ratan.

(D) A mortgagee in possession has no authority to renew a lease over the mortgaged property; any such renewal is void and the bank acquires no interest under it.

Q7. Preetam owned a commercial property in Bengaluru valued at Rs. 1.2 crores. He mortgaged it first to Alpha Bank for Rs. 40 lakhs, then to Beta Finance for Rs. 35 lakhs as second mortgagee, and finally to Gamma Creditors for Rs. 30 lakhs as third mortgagee. Alpha Bank enforced its mortgage and the property was sold for Rs. 1.1 crores. After satisfying Alpha Bank's full claim of Rs. 40 lakhs, a surplus of Rs. 70 lakhs remained. Beta Finance and Gamma Creditors both claimed the entire surplus. A dispute arose as to their inter se priority.

Under Section 94 of the Transfer of Property Act, 1882, which of the following correctly describes the rights of Beta Finance and Gamma Creditors in relation to each other regarding the surplus proceeds?

(A) Gamma Creditors, being the last mortgagee in time, take priority over Beta Finance in the distribution of surplus proceeds.

(B) Beta Finance and Gamma Creditors share the surplus proportionately in the ratio of their respective mortgage amounts.

(C) Beta Finance, as the second mortgagee having priority over Gamma Creditors (the third mortgagee), is entitled to be paid in full from the surplus before Gamma Creditors can make any claim.

(D) Both Beta Finance and Gamma Creditors must institute fresh suits inter se to have their respective priorities in the surplus declared by a court.

Q8. Vijay sold a five-acre agricultural plot in Nashik to Meena for Rs. 25 lakhs under a registered sale deed. Subsequently, Vijay repurchased two of the five acres from Meena for Rs. 10 lakhs by a separate registered deed. Meena thereafter sold the remaining three acres to Sunil for Rs. 15 lakhs. When Sunil sought to take possession of the three acres, Vijay contended that he still retained a claim over the entire original five-acre plot arising from his first transaction with Meena, and that Sunil's title was subject to that claim.

Under Section 49 of the Transfer of Property Act, 1882, which of the following correctly states the legal position of Sunil as transferee of the three acres?

(A) Sunil takes the three acres subject to any claim that Vijay may still assert against the entirety of the original five-acre plot.

(B) Vijay may enforce a lien over the three acres sold to Sunil because the original consideration was paid for the whole five acres as a single unit.

(C) Sunil acquires no valid title because the re-transfer of two acres from Meena to Vijay rendered the original transaction void.

(D) Sunil takes the three acres entirely free from any claim by Vijay arising out of the original transfer, as the re-transfer of part severs Vijay's rights proportionately with respect to the re-transferred portion.

Q9. Santosh, the owner of a commercial complex in Hyderabad, orally agreed with Nikhil to let out the ground-floor premises for a period of eighteen months at a monthly rent of Rs. 40,000. Nikhil paid three months' rent in advance and took possession of the premises. After six months of peaceful occupation, Santosh sought to evict Nikhil, claiming that the lease was legally invalid for want of a registered instrument. Nikhil argued that an oral lease supported by payment of advance rent and actual delivery of possession creates a valid enforceable tenancy.

Under Section 107 of the Transfer of Property Act, 1882, which of the following correctly states the legal position regarding the validity of this lease?

(A) The lease is invalid; any lease of immoveable property for a term exceeding one year can only be made by a registered instrument, and an oral arrangement for eighteen months has no legal effect as a lease.

(B) The lease is valid because the registration requirement under the Act applies only to leases exceeding five years in duration.

(C) An oral lease for eighteen months is legally enforceable if it is accompanied by payment of advance rent and actual delivery of possession to the lessee.

(D) The lease is voidable at the option of Santosh since it was not reduced to writing, notwithstanding that it exceeds one year in duration.

Q10. Rajiv leased his house in Delhi to Preeti for five years. The lease deed expressly prohibited sub-letting without Rajiv's prior written consent. Preeti sub-let the house to Alok without obtaining Rajiv's consent, thereby committing a breach of covenant. Rajiv served a formal notice of forfeiture on Preeti on account of this breach. Thereafter, without serving any further notice or registering any protest, Rajiv accepted two months' rent directly from Alok.

Under Section 110 of the Transfer of Property Act, 1882, what is the legal consequence of Rajiv's acceptance of rent from Alok after having served the forfeiture notice?

(A) The notice of forfeiture remains effective and Rajiv may still proceed to evict both Preeti and Alok on the strength of that original notice.

(B) Rajiv's acceptance of rent from Alok constitutes a waiver of the forfeiture and an implied assent to the sub-lease, thereby extinguishing his right to forfeit on that ground.

(C) The waiver operates only for the two months in which rent was accepted; any subsequent breach of the prohibition on sub-letting entitles Rajiv to forfeit afresh.

(D) The sub-lease by Preeti is void ab initio; Rajiv's acceptance of rent from Alok creates an independent direct tenancy between Rajiv and Alok unconnected with the original lease to Preeti.

Q11. Naren approached Bharat with thirty old silver rupee coins that he personally valued at Rs. 6,000 and offered to exchange them for current legal tender currency notes of Rs. 5,500. Bharat agreed and the exchange was completed. Subsequently, Bharat discovered that two of the silver coins given by Naren were counterfeit reproductions of no intrinsic or monetary value. Bharat sought to rescind the exchange to the extent of the loss caused by the counterfeit coins and to recover compensation from Naren.

Under Section 121 of the Transfer of Property Act, 1882, which of the following correctly states the law applicable to an exchange of money?

(A) The exchange is fully valid and irrevocable; once money changes hands the transaction is complete and Bharat has no remedy.

(B) An exchange of money for money is governed exclusively by the Sale of Goods Act, 1930 and not by the Transfer of Property Act, 1882.

(C) On an exchange of money, each party warrants the genuineness of the money given by him; if the money tendered is not genuine, the other party may rescind the exchange or claim compensation for the loss caused by the non-genuine money.

(D) An exchange of money is void unless the monetary values on both sides of the exchange are exactly equal at the time of the exchange.

Q12. Kamala transferred her apartment in Jaipur to Rajan by a registered deed, subject to the condition that Rajan would obtain a graduate law degree. The deed did not specify any time limit within which Rajan was required to fulfil this condition. Rajan made no progress towards obtaining any law degree even after eight years from the date of the deed. Kamala filed a suit to recover the apartment on the ground that the condition had not been performed within a reasonable time. Rajan argued that since no time limit was fixed, the condition could never lapse.

Under Section 33 of the Transfer of Property Act, 1882, which of the following correctly describes the rule regarding performance of a condition where no time is expressly fixed?

(A) Since no time limit was specified in the deed, the condition is deemed to have been waived and Rajan takes an absolute and unconditional interest in the apartment.

(B) The court must fix a period of twelve years as the default time for performance of any condition where the deed is silent as to time.

(C) This is a condition precedent; having failed at the outset, the property reverted to Kamala immediately upon execution of the deed before Rajan acquired any title.

(D) Where no time is fixed for performance of a condition, it must be performed within such time as is reasonable in the circumstances; failure to perform within a reasonable time causes the transfer to fail.

Q13. Prem mortgaged his warehouse in Kolkata to Sindhu as security for a loan of Rs. 15 lakhs. Sindhu later assigned the mortgage debt to Triveni for full consideration. It so happened that Triveni was also the registered owner of the same warehouse – the very property that had been mortgaged to Sindhu. Prem contended that since the mortgage debt had been assigned to the owner of the mortgaged property, the mortgage stood extinguished by operation of law and no encumbrance remained on his title.

Under Section 134 of the Transfer of Property Act, 1882, which of the following correctly describes the legal effect of the assignment of the mortgage debt to Triveni?

(A) The mortgage is extinguished because, when a mortgaged debt is assigned to the owner of the mortgaged property, the mortgage merges with the ownership and ceases to exist as a separate encumbrance.

(B) The mortgage continues to subsist; Triveni, now being both creditor and owner, may still enforce the mortgage against Prem in order to recover the outstanding debt.

(C) The assignment of the mortgage debt to Triveni is void since a mortgage cannot be assigned without the express written consent of the mortgagor.

(D) The mortgage is not extinguished automatically; Prem must separately apply to a court for a declaration of extinguishment and for cancellation of the mortgage deed.

Q14. Ajit insured his godown in Ahmedabad against fire for Rs. 30 lakhs under a policy taken out entirely in his own name. He subsequently mortgaged the godown to National Cooperative Bank to secure a loan of Rs. 20 lakhs. No assignment of the insurance policy was made in favour of the bank either at the time of the mortgage or thereafter. A fire broke out and the godown was partially damaged. The insurer paid Ajit Rs. 12 lakhs as compensation. National Cooperative Bank claimed that the insurance proceeds must be applied towards partial satisfaction of the mortgage debt.

Under Section 135 of the Transfer of Property Act, 1882, which of the following correctly states the legal position regarding the insurance proceeds?

(A) The insurance proceeds belong entirely to Ajit since he alone paid the premiums; the bank has no statutory claim over them whatsoever.

(B) A mortgagee is entitled to the benefit of insurance money received by the mortgagor only if the mortgagor has assigned the insurance policy to the mortgagee; absent such assignment, the bank has no statutory right to the insurance proceeds under the Transfer of Property Act, 1882.

(C) National Cooperative Bank is automatically entitled to the insurance proceeds by virtue of its interest as mortgagee in the insured property.

(D) The insurer is required by law to pay the insurance proceeds jointly to Ajit and the bank in proportion to their respective interests in the godown.

Q15. Sudhir owns an open plot directly adjacent to Feroz's three-storey building. Sudhir began constructing a tall compound wall along the common boundary, which blocked the natural light and ventilation flowing to Feroz's windows and also involved excavation very close to the foundation of Feroz's building. Feroz filed a suit claiming: (i) an easement of light and air over Sudhir's plot, and (ii) a natural right of support for his building from Sudhir's adjacent land. Sudhir contended that Feroz had never acquired any easement over Sudhir's land whether by grant or by prescription.

Under Section 7 of the Indian Easements Act, 1882, which of the following correctly distinguishes natural rights from easements in the context of Feroz's two claims?

(A) Both the right of support and the rights to light and air are natural rights incident to land ownership and cannot be interfered with by a neighbouring owner without liability.

(B) All rights that a landowner may exercise over a neighbouring plot must be acquired by express grant; the Indian Easements Act, 1882 does not recognise the concept of natural rights independent of easements.

(C) The right of support from adjacent or subjacent land is a natural right that does not require acquisition by grant or prescription, whereas the right to light and air flowing over another's land is an easement that must be acquired.

(D) Rights to light, air, and support are easements that arise by operation of law upon ownership of adjoining land and are automatically acquired without any need for grant or prescription.

Q16. Narain owned two adjacent plots in Chennai – Plot A (the dominant tenement) and Plot B (the servient tenement). When Narain sold Plot B to Kishore, the registered sale deed expressly granted Narain's Plot A the right of way over a defined pathway running across Plot B. Kishore later sold Plot B to Lokesh. Lokesh erected a fence across the pathway, arguing that he had not personally created or agreed to the easement and was therefore not bound by it.

Under Section 10 of the Indian Easements Act, 1882, which of the following correctly describes Lokesh's legal obligation regarding the easement?

(A) Lokesh is not bound by the easement because he had no privity of contract with Narain and did not personally agree to its creation.

(B) The easement is extinguished upon transfer of the servient tenement to a third party who has not individually agreed to its continuance.

(C) Lokesh may extinguish the easement by paying reasonable compensation to Narain for the loss of the right of way over Plot B.

(D) An easement created by the servient owner passes with the servient tenement on transfer; Lokesh, as successor to Kishore, is obliged to allow the continuance of the right of way over Plot B.

Q17. Praveen owned House X and enjoyed, as appurtenant to House X, a right of way over the adjacent Plot Y belonging to his neighbour Qadir. Qadir sold Plot Y to Praveen for Rs. 18 lakhs, making Praveen the sole owner of both House X (the dominant tenement) and Plot Y (the servient tenement). Several years later, Praveen sold House X to Raman while retaining Plot Y. Raman claimed he was entitled to exercise the same right of way over Plot Y as Praveen had enjoyed before becoming the common owner of both properties.

Under Section 32 of the Indian Easements Act, 1882, what is the effect of Praveen's acquisition of Plot Y on the easement, and what is the legal position upon the subsequent sale of House X to Raman?

(A) When Praveen became owner of both House X and Plot Y, the easement was suspended (not extinguished); upon sale of House X to Raman, the easement revives and is enforceable by Raman against Plot Y.

(B) The easement was permanently extinguished the moment both the dominant and servient tenements came under common ownership; Raman therefore acquires no right of way over Plot Y.

(C) Raman may acquire a fresh right of way over Plot Y only after twenty years of uninterrupted use by him amounting to prescription under the Easements Act.

(D) The easement was automatically transferred to Raman as part of the sale of House X and required no revival, being an appurtenant right that necessarily runs with the dominant tenement.

Q18. Sarika presented a gift deed before the Sub-Registrar of Pune for registration. The Sub-Registrar observed that the donor, an elderly person, appeared visibly distressed and frail during the presentation. Forming the personal opinion that the gift might have been procured by undue influence, the Sub-Registrar refused to register the document, citing his duty to prevent the registration of documents that in his view had been obtained by duress, fraud, or undue influence.

Under Section 35 of the Registration Act, 1908, which of the following correctly describes the extent of the Sub-Registrar's duty and power at the stage of registration?

(A) The Sub-Registrar has broad discretionary power to refuse registration wherever he personally suspects that a document was executed under fraud, duress, or undue influence.

(B) The Sub-Registrar's duty is confined to satisfying himself that the person appearing before him is the same person who executed the document and that execution is being admitted voluntarily; he has no power to refuse registration on his subjective assessment of undue influence.

(C) The Sub-Registrar must refer the matter to the District Registrar before proceeding to register any document where he entertains doubts about the voluntariness of execution.

(D) A document procured by undue influence is void and therefore cannot lawfully be registered; accordingly the Sub-Registrar is empowered to conduct a full inquiry into the circumstances of execution before deciding to register it.

Q19. Harsha, due to a serious leg injury requiring hospitalisation, was unable to appear personally before the Sub-Registrar to present a sale deed she had executed as vendor. She executed a notarised power of attorney specifically authorising her son Deepesh to present the sale deed and to admit its execution on her behalf before the Sub-Registrar. Deepesh appeared with the original power of attorney and the sale deed, but the Sub-Registrar refused to proceed, insisting that only Harsha herself, as the executant, could appear to admit execution.

Under Section 40 of the Registration Act, 1908, which of the following correctly states the legal position?

(A) The Sub-Registrar is correct in law; admission of execution before a registering officer can only be made in person by the individual who physically executed the document.

(B) Deepesh may present the document on Harsha's behalf but only a court order can authorise the Sub-Registrar to proceed with registration in Harsha's physical absence.

(C) A document may be admitted to registration by an agent duly authorised by a power of attorney to do so on behalf of the executant; the Sub-Registrar's refusal to accept Deepesh's admission on Harsha's behalf is therefore legally incorrect.

(D) Harsha must first apply to the District Registrar for a special exemption from personal appearance; only upon receiving such an exemption may Deepesh present the document on her behalf.

Q20. Sitaram transferred his ancestral orchard to his nephew Hari by a registered deed stating that the transfer would take effect only upon the happening of the following contingency: that the firstborn son of Hari's yet-unborn child should, within thirty years from the date of execution of the deed, qualify and enrol as a practising advocate. Sitaram's other legal heirs challenged the deed as void. Hari argued that a transferor has freedom to attach any condition to a gift and that courts cannot interfere with freely expressed testamentary or transfer intentions.

Under Section 23 of the Transfer of Property Act, 1882 read with the rule against remoteness of vesting, which of the following is the correct legal position?

(A) The transfer is valid; a transferor may impose any condition he chooses on a transfer to a family member, and courts will not disturb a donor's freely expressed intention.

(B) The transfer is voidable and may be challenged only by Hari himself; third parties such as Sitaram's other heirs have no locus standi to challenge a voidable transfer.

(C) The thirty-year time limit is severed by the court as unreasonably long; Hari accordingly takes an immediate and unconditional interest in the orchard free from the condition.

(D) The transfer is void for remoteness; the contingency is tied to a person not yet in existence and to an event that may not occur within the permissible period, thereby violating the rule against remoteness applicable to contingent transfers.

DETAILED SOLUTIONS

Solution

Concept – Section 47, Transfer of Property Act, 1882: Where two or more co-owners hold immoveable property jointly, each co-owner has the power to transfer only his own undivided share. A co-owner has no authority to transfer the share of any other co-owner without that co-owner's consent. A purported transfer of another co-owner's share is void to that extent.

Analysis: Ramesh held only an undivided half share in the Nagpur plot. He had no power or authority to convey Suresh's undivided half share. Even though the sale deed was registered and Deepak paid full consideration in good faith, Deepak can acquire only what Ramesh had the legal capacity to transfer – namely Ramesh's own undivided half share. Suresh's undivided half share is wholly unaffected. Good faith and registration do not cure an absence of title in the transferor.

Why other options are wrong:

Sol. 1.

- **(B)** The sale deed is not entirely void. It is valid and operative to the extent of Ramesh's own undivided half share. Only the purported transfer of Suresh's share is without legal effect.
- **(C)** Good faith payment and registration cannot confer on Deepak title to property that Ramesh had no power to transfer. Section 47 is clear that co-owners can transfer only their individual shares.
- **(D)** Suresh's share is unaffected by operation of law; it is not a case of a voidable transaction requiring challenge within any limitation period.

Answer: (A)

Solution

Concept – Section 30, Transfer of Property Act, 1882: Section 30 establishes the principle that a prior valid disposition in an instrument is unaffected by the invalidity of a subsequent or ulterior disposition contained in the same instrument. The invalidity of a later provision does not infect or destroy an earlier valid provision made in the same deed.

Analysis: The instrument created two distinct dispositions: (i) a life interest in favour of Priya – a prior disposition; and (ii) a gift over to Kavita's heirs in perpetuity – an ulterior disposition. The ulterior disposition was found void. Under Section 30, the invalidity of this void ulterior disposition does not in any manner affect Priya's life interest, which remains valid and enforceable. Priya's argument that the whole instrument fails is squarely contrary to Section 30.

Why other options are wrong:

Sol. 2.

- **(A)** This misreads Section 30. The section saves the prior disposition when a later one is void. The instrument does not fail entirely.
- **(C)** The transfer is not voidable at Arvind's option. Once Priya's life interest vested upon the execution of the deed, Arvind cannot recover the property simply because an ulterior provision is void.
- **(D)** Courts do not rewrite or reform deeds by inserting valid substitutes for void dispositions. The valid portions stand as they are; the void portion is simply severed.

Answer: (B)

Solution

Concept – Section 28, Transfer of Property Act, 1882: Section 28 expressly provides for ulterior transfers on the failure of a prior transfer. Where property is transferred subject to a condition subsequent, and that condition is not performed, the property passes to the person in whose favour an ulterior disposition was made in the same instrument. Such an ulterior disposition is valid and takes effect automatically upon failure of the prior interest.

Analysis: Mohan transferred the plot to Anita with a condition that she commence construction within two years, failing which the property would pass to Beena. This is precisely the mechanism described in Section 28. Anita failed to commence construction within the stipulated period. The prior interest in Anita's favour therefore failed, and by operation of Section 28, the property vested in Beena as the ulterior transferee. Anita's argument that the condition is an impermissible restraint on alienation is incorrect; a condition requiring specific performance (construction) attached to a transfer and coupled with an ulterior disposition is valid.

Why other options are wrong:

Sol. 3.

- **(A)** Section 28 specifically contemplates and enforces conditional transfers with ulterior dispositions. Anita does not take an absolute unconditional interest.
- **(B)** A condition subsequent coupled with an ulterior disposition is valid under TPA. Section 28 is the express provision enabling it.
- **(D)** Vesting in Beena occurs by operation of Section 28 itself upon Anita's failure. No prior court declaration is required as a precondition for vesting.

Answer: (C)

Sol. 4.

Solution

Concept – Section 42, Transfer of Property Act, 1882: Section 42 provides that where a person has authority to revoke a former transfer, and in exercise of that authority he makes a subsequent transfer of the same property, the subsequent transfer is valid to the extent of the authority to revoke. A contractually reserved right of revocation, if properly exercised, enables the original transferor to validly transfer the property to a new transferee.

Analysis: Ganesh's sale deed to Harish expressly reserved to Ganesh the right to revoke the sale if Harish failed to cultivate the land for two continuous years. This constituted a valid authority to revoke. Harish failed to cultivate for over three years. Ganesh duly exercised the revocation clause by a registered notice. Having validly revoked the first transfer in accordance with the reserved authority, Ganesh then transferred the property to Ishwar. Under Section 42, this transfer to Ishwar is valid to the extent that Ganesh's authority to revoke existed, which on the facts it did.

Why other options are wrong:

- **(A)** A transfer made in proper exercise of a contractual power of revocation is entirely valid. The existence of the first registered deed does not create an irrevocable alienation where a power of revocation was reserved.
- **(B)** A party may contractually reserve the right to revoke a transfer upon specified conditions. Such a clause is enforceable under TPA and Section 42 specifically validates subsequent transfers made in exercise of such authority.
- **(C)** On the facts, the conditions for revocation were satisfied – Harish had failed to cultivate for over three years. The transfer to Ishwar is not merely voidable; it is valid.

Answer: (D)

Solution

Concept – Section 68, Transfer of Property Act, 1882: Section 68 lists specific grounds on which a mortgagee may sue for the mortgage money even before the contractual due date. One such statutory ground is that the mortgagor has committed waste on the mortgaged property, or has allowed the security to become insufficient. The provision is designed to protect the mortgagee's security interest from wilful impairment by the mortgagor's own acts.

Analysis: Dilip demolished structural portions of the factory and removed valuable fixtures – acts amounting to waste that directly impaired and rendered the security insufficient. This falls squarely within the grounds set out in Section

68. Kotak Finance is therefore entitled to sue for the mortgage money before the contractual due date, subject to satisfying the court that the security has been rendered insufficient by the mortgagor's conduct.

Why other options are wrong:

Sol. 5.

- **(B)** A decline in market value due to general economic conditions is not caused by the mortgagor and does not constitute any of the specified grounds in Section 68 for early suit.
- **(C)** Non-payment of municipal property taxes for one year is not by itself a statutory ground under Section 68 entitling a mortgagee to sue for mortgage money before the due date.
- **(D)** A mere apprehension by the mortgagee of a future intended act by the mortgagor is not a ground under Section 68. The statute requires that a specified event must have actually occurred.

Answer: (A)

Solution

Concept – Section 71, Transfer of Property Act, 1882: Section 71 provides that where a mortgagee is in lawful possession of the mortgaged property and, during such possession, renews a lease relating to the mortgaged property, the mortgagee holds the benefit of the renewed lease for the benefit of the mortgagor. Upon redemption, the mortgagor is entitled to claim the benefit of the renewal. The mortgagee cannot retain the renewed lease as his own personal benefit.

Analysis: Maharashtra Bank took possession of the shop as mortgagee of Lata's leasehold interest. While in possession, the bank renewed the lease with the freeholder Ratan in its own name. Under Section 71, this renewal was obtained by a mortgagee in possession and is therefore held by the bank as a trustee for Lata's benefit. When Lata tendered the full mortgage amount and redeemed, she became entitled to take over the renewed lease. The bank cannot retain it as its personal acquisition.

Why other options are wrong:

Sol. 6.

- **(A)** A mortgagee in possession who renews a lease does not acquire it for his own personal benefit. Section 71 expressly provides that the renewal is held for the mortgagor's benefit.
- **(C)** The renewed lease is governed by Section 71 of TPA. It is not a purely independent transaction between the bank and Ratan from which both Lata and the bank are excluded.
- **(D)** A mortgagee in possession does have authority to renew leases relating to the mortgaged property; such renewals are valid but are held for the

mortgagor's benefit upon redemption.

Answer: (B)

Solution

Concept – Section 94, Transfer of Property Act, 1882: Among successive mortgagees of the same property, priority inter se is determined by the order of time in which the mortgages were created – the earlier mortgage has priority over a later one. A puisne (subsequent) mortgagee ranks higher than an even later mortgagee but is subordinate to any prior mortgagee. Distribution of surplus proceeds after enforcement of an earlier mortgage follows this order of priority strictly.

Analysis: Alpha Bank (first mortgagee) was satisfied in full from the Rs. 1.1 crore sale proceeds, leaving Rs. 70 lakhs. Beta Finance holds the second mortgage – created before Gamma Creditors' third mortgage. Applying the inter se priority principle (earlier in time, higher in right), Beta Finance has priority over Gamma Creditors. Beta Finance is entitled to be paid in full from the surplus before Gamma Creditors can receive anything.

Why other options are wrong:

Sol. 7.

- **(A)** Priority among mortgagees is not reversed in favour of a later mortgagee. The first-in-time rule applies, and Beta Finance, being prior in time, outranks Gamma Creditors.
- **(B)** Surplus proceeds are not distributed proportionately among puisne mortgagees. Priority is sequential: each mortgagee in order of creation is paid in full before the next in line receives anything.
- **(D)** No fresh suits inter se are required to determine priority. Priority among mortgagees is a matter of law settled by the order of creation of the mortgages.

Answer: (C)

Solution

Concept – Section 49, Transfer of Property Act, 1882: Where a transferor has transferred property and subsequently re-acquires part of that property from the transferee, and the transferee thereafter transfers the remaining portion to a third party, the third-party transferee takes the remaining portion free from any claim by the original transferor arising out of the original transaction. The re-transfer of part severs the original transferor's interests proportionately; he cannot assert a claim over the part that was not re-transferred.

Analysis: Vijay sold five acres to Meena and subsequently repurchased two acres from Meena by a separate registered deed. By doing so, Vijay received back the value and title corresponding to the two acres he re-acquired. He can no longer assert any claim arising from the original five-acre transaction against the remaining three acres. Meena's sale of those three acres to Sunil passed a good and unencumbered title. Sunil takes the three acres free from any claim by Vijay attributable to the original transaction.

Why other options are wrong:

Sol. 8.

- **(A)** Vijay's re-acquisition of two acres extinguished his claims in relation to the original transaction to the extent of those two acres. He cannot continue to assert a residual claim against the entire five acres.
- **(B)** There is no lien over the entire original five acres after re-transfer of part. The re-transfer severs Vijay's interest proportionately and he loses any claim over the re-transferred portion.
- **(C)** The re-transfer of two acres from Meena to Vijay is an independent valid transaction. It does not render the original five-acre sale void or affect Meena's ability to sell the remaining three acres to Sunil.

Answer: (D)

Solution

Concept – Section 107, Transfer of Property Act, 1882: Section 107 prescribes mandatory formalities for leases. A lease of immoveable property from year to year, or for any term exceeding one year, or reserving a yearly rent, can be made only by a registered instrument executed by both the lessor and the lessee. Only leases for a period not exceeding one year, or leases creating month-to-month tenancies, may be created by oral agreement (if accompanied by delivery of possession where required).

Analysis: The lease between Santosh and Nikhil was for eighteen months – a term exceeding one year. Under Section 107, such a lease can only be made by a registered instrument. An oral arrangement for eighteen months, regardless of advance rent payment and delivery of possession, does not satisfy the mandatory statutory requirement of a registered instrument. The lease is therefore legally invalid. The arrangement may at best operate as a monthly tenancy determinable by notice.

Why other options are wrong:

Sol. 9.

- **(B)** The registration threshold under Section 107 is one year, not five years. Any lease exceeding one year in duration requires a registered instrument.
- **(C)** Payment of advance rent and delivery of possession are not statutory

substitutes for the mandatory requirement of a registered instrument for leases exceeding one year. Those factors are relevant only for leases of up to one year.

- **(D)** The lease is not merely voidable at Santosh's option. Non-compliance with the mandatory requirement of Section 107 renders the lease invalid (void as a lease), not merely voidable.

Answer: (A)

Solution

Concept – Section 110, Transfer of Property Act, 1882 and the Principle of Waiver of Forfeiture: Once a lessor has served a notice of forfeiture on account of a breach by the lessee, any subsequent unequivocal act by the lessor that recognises the continued existence of the tenancy – most typically the acceptance of rent from the lessee or sub-lessee – operates as a waiver of the right to forfeit in respect of that breach. The doctrine prevents a landlord from simultaneously asserting forfeiture and treating the tenancy as continuing.

Analysis: Rajiv served a notice of forfeiture on Preeti for the breach of the sub-letting prohibition. However, Rajiv thereafter accepted two months' rent directly from Alok, the sub-lessee. This was an unequivocal act recognising that the tenancy (and by extension the sub-lease) was continuing. It constituted a complete waiver of the forfeiture in respect of the sub-letting breach. Rajiv's right to forfeit on the ground of that specific breach was thereby extinguished.

Why other options are wrong:

Sol. 10.

- **(A)** Once rent is unequivocally accepted from the sub-lessee after the notice, the forfeiture is waived. The notice cannot be kept alive in parallel with the acceptance of rent.
- **(C)** The waiver of forfeiture for the sub-letting breach is complete, not limited only to the months for which rent was accepted. Rajiv would need a fresh breach and fresh notice to forfeit on the same ground.
- **(D)** The sub-lease by Preeti, though in breach of covenant, is not void ab initio; it is a voidable breach. Rajiv's acceptance of rent from Alok waives the forfeiture in relation to the existing sub-lease and does not create a fresh independent direct tenancy with Alok.

Answer: (B)

Sol. 11.

Solution

Concept – Section 121, Transfer of Property Act, 1882: Section 121 provides a specific warranty rule for exchanges of money. On an exchange of money, each party thereby warrants the genuineness of the money given by him. If the money given by one party is not genuine – for example, if it is counterfeit – the other party may rescind the exchange to that extent or claim compensation for the loss caused by the non-genuine money.

Analysis: Naren and Bharat exchanged silver coins for currency notes. Two of the coins given by Naren were counterfeit reproductions of no monetary value. Under Section 121, Naren warranted the genuineness of the money (coins) he gave. By tendering counterfeit coins, Naren breached that statutory warranty. Bharat is accordingly entitled to rescind the exchange to the extent of the counterfeit coins or to seek compensation for the loss caused.

Why other options are wrong:

- **(A)** An exchange of money is not irrevocable when the warranty of genuineness has been breached. Section 121 expressly gives the innocent party a right of recourse.
- **(B)** Section 121 of the Transfer of Property Act specifically and directly governs exchanges of money. The Act is not excluded in favour of the Sale of Goods Act for such transactions.
- **(D)** There is no rule under TPA that an exchange of money is void unless the values on both sides are exactly equal. Parties may freely exchange money at agreed rates. The issue under Section 121 is genuineness of the money, not equality of value.

Answer: (C)

Solution

Concept – Section 33, Transfer of Property Act, 1882: Section 33 deals with the time for performance of conditions attached to transfers. Where a time is expressly fixed for performance of a condition, it must be performed within that time. Where no time is fixed, the condition must be performed within such time as is reasonable in the circumstances. Failure to perform within the applicable time causes the transfer to fail.

Analysis: The deed transferred the apartment to Rajan subject to the condition that he obtain a graduate law degree, with no time limit specified. Under Section 33, a reasonable time standard applies. Eight years elapsed without Rajan making any progress towards a law degree. This period substantially exceeds what would be considered reasonable time for completing a graduate law degree. The condition has therefore failed within a reasonable time, and accordingly the transfer fails.

Why other options are wrong:

Sol. 12.

- **(A)** The absence of an express time limit does not mean the condition is deemed waived. Section 33 imports a reasonable time standard precisely for situations where no time is fixed.
- **(B)** Section 33 does not prescribe any fixed default period of twelve years. The standard is reasonableness judged on the facts and circumstances of each case.
- **(C)** The condition in this deed is a condition subsequent (imposed on a transfer already made), not a condition precedent requiring performance before title passes at all. Rajan received the property subject to the condition; it reverts only upon failure to perform within a reasonable time.

Answer: (D)

Solution

Concept – Section 134, Transfer of Property Act, 1882: Section 134 provides for extinguishment of a mortgage when the mortgaged debt is assigned to the owner of the mortgaged property. A mortgage is a security interest over the property to secure the debt. When the holder of the debt and the owner of the property become the same person, the creditor and debtor interests merge, the debt ceases to exist as an independent obligation, and the mortgage as the security for that debt is extinguished by operation of law.

Analysis: Sindhu assigned the mortgage debt to Triveni, who happened to be the owner of the same warehouse (the mortgaged property). Triveni thus simultaneously became the holder of the debt and the owner of the mortgaged property. This merger of the debt and the ownership of the security in the same person extinguished the mortgage by operation of Section 134. Prem's contention that the mortgage is extinguished is correct.

Why other options are wrong:

Sol. 13.

- **(B)** Once the debt merges with ownership of the mortgaged property, the mortgage as a separate encumbrance ceases to exist. There is no surviving mortgage for Triveni to enforce against Prem.
- **(C)** A mortgage debt is freely assignable under TPA without requiring the mortgagor's consent unless the mortgage deed expressly provides otherwise. The assignment is valid.
- **(D)** Section 134 provides for automatic extinguishment by operation of law upon the assignment being made to the owner of the mortgaged property.

No court application for a declaration is required.

Answer: (A)

Solution

Concept – Section 135, Transfer of Property Act, 1882: Section 135 lays down the special rule regarding a mortgagor's fire insurance policy. The benefit of a fire insurance policy taken out by a mortgagor on the mortgaged property does not automatically pass to the mortgagee merely by virtue of the mortgage. The mortgagee is entitled to the insurance proceeds only where the mortgagor has assigned the policy to the mortgagee, or where the policy was taken out by the mortgagor expressly on behalf of both himself and the mortgagee.

Analysis: Ajit took out the fire insurance policy in his own name before the mortgage and did not assign it to National Cooperative Bank either at the time of the mortgage or thereafter. The bank held no separate policy over the godown. Since there was no assignment of the policy to the bank, the bank has no statutory right under Section 135 to the insurance proceeds. The Rs. 12 lakhs paid by the insurer belongs to Ajit. The bank's claim fails.

Why other options are wrong:

Sol. 14.

- **(A)** While on these facts the insurance proceeds do belong to Ajit, the legal basis is the absence of assignment as required by Section 135, not merely the fact that Ajit paid the premiums. The distinction matters for cases where a mortgagor pays premiums on a jointly held policy.
- **(C)** A mortgagee does not acquire an automatic right to insurance money by virtue of the mortgage. The mortgage interest does not extend to the mortgagor's separate private insurance contract absent an assignment.
- **(D)** The insurer's contractual obligation is to pay Ajit as the policyholder. There is no statutory basis compelling the insurer to make a joint payment to the bank without a policy assignment.

Answer: (B)

Solution

Concept – Section 7, Indian Easements Act, 1882: Section 7 of the Easements Act distinguishes between natural rights and easements. Natural rights are incidents of landownership that exist independently of any grant or prescription. The most important is the right of support from adjacent or subjacent land. By contrast, rights over a neighbour's land that go beyond the natural incidents of ownership – such as the right to receive light and air through defined apertures across another's land – are easements and must be acquired by express grant or by prescription.

Analysis: Feroz has two distinct claims. First, the right of support for his building from Sudhir's adjacent land: this is a natural right under Section 7 and does not require any grant or prescription. Sudhir's excavation interfering with natural support is actionable regardless of whether Feroz ever acquired an easement. Second, the right to light and air over Sudhir's plot: this is an easement. It must have been acquired by express grant or by twenty years' prescription. Without such acquisition, Feroz cannot successfully assert this claim.

Why other options are wrong:

Sol. 15.

- **(A)** The right to light and air is not a natural right; it is an easement that must be acquired. Only the right of lateral and subjacent support is a natural right under Section 7.
- **(B)** The Indian Easements Act expressly recognises natural rights under Section 7. It does not require all rights over neighbouring land to be acquired by express grant.
- **(D)** Rights to light and air are not created automatically by operation of law upon ownership of adjoining land. They must be specifically acquired as easements by grant or prescription.

Answer: (C)

Solution

Concept – Section 10, Indian Easements Act, 1882: An easement that has been validly created by a servient owner passes with the servient tenement upon transfer of that tenement. A successor in title to the servient tenement takes it subject to all easements validly created by his predecessor. The obligation to allow the continuance of the easement is not personal to the original servient owner; it runs with the land and binds all successors in title to the servient tenement.

Analysis: Narain (dominant owner) received a right of way over Plot B when Kishore (the servient owner) sold Plot B to himself by a registered deed that expressly granted the easement. This was a valid creation of an easement by the servient owner. When Kishore sold Plot B to Lokesh, Lokesh took the servient tenement subject to all existing easements. Under Section 10, Lokesh is bound to allow the continuance of the right of way. His argument of no privity of contract is legally irrelevant; easements are in rem rights that run with the land.

Why other options are wrong:

Sol. 16.

- **(A)** Privity of contract is not a requirement for the burden of an easement to bind a successor. Easements bind the servient tenement regardless of who the current owner is.

- **(B)** Transfer of the servient tenement to a third party does not extinguish a validly created and subsisting easement. The easement runs with the land and continues to bind successors.
- **(C)** There is no provision in the Easements Act allowing a servient owner to unilaterally extinguish an easement by paying compensation to the dominant owner. Extinguishment requires the dominant owner's release or another specified mode of extinction.

Answer: (D)

Solution

Sol. 17.

Concept – Section 32, Indian Easements Act, 1882: Section 32 of the Easements Act provides that when the dominant and servient tenements vest in the same person as owner, the easement is not permanently extinguished but is merely suspended for the duration of common ownership. The critical distinction from permanent extinction is that upon severance of the common ownership – when the dominant tenement is transferred to another person – the easement revives and is once again fully enforceable by the new owner of the dominant tenement against the servient tenement.

Analysis: When Praveen purchased Plot Y from Qadir, he became owner of both House X (dominant) and Plot Y (servient). Under Section 32, the right of way was suspended – not extinguished – during the period of common ownership. When Praveen sold House X to Raman, the common ownership was severed. The easement immediately revived and became enforceable by Raman as the new owner of the dominant tenement against Plot Y (which Praveen retained as servient tenement).

Why other options are wrong:

- **(B)** Section 32 expressly provides for suspension, not permanent extinguishment, upon unity of ownership. Permanent extinguishment by unity of ownership occurs only in the specific circumstances prescribed in Section 45 of the Easements Act.
- **(C)** Raman does not need twenty years of prescription to acquire a fresh right of way. The easement already existed, was only suspended, and revived upon the sale of House X to Raman.
- **(D)** The easement was not in active operation during the period of Praveen's common ownership (it was suspended). What Raman benefits from is the revival of the suspended easement upon severance, not a transfer of an

actively running right.

Answer: (A)

Solution

Concept – Section 35, Registration Act, 1908: Section 35 sets out the procedure for admission of execution before a registering officer. The Sub-Registrar's statutory duty is strictly limited: he must satisfy himself (i) that the person appearing before him is the same person who executed the document, and (ii) that the execution is being admitted voluntarily. This confined inquiry is his only function at the registration stage. He has no jurisdiction to conduct a substantive inquiry into or adjudicate upon questions of fraud, undue influence, or duress – those matters fall within the exclusive jurisdiction of civil courts.

Analysis: The Sub-Registrar refused to register the gift deed on the basis of his personal suspicion of undue influence formed from the donor's demeanour. This exceeded his statutory powers. His duty under Section 35 was limited to confirming identity and voluntariness of the admission of execution before him. Questions of undue influence in the execution of the document are matters for a civil court, not for the registering officer. The refusal was legally incorrect.

Why other options are wrong:

Sol. 18.

- **(A)** The Sub-Registrar has no broad discretionary power to refuse registration on his personal assessment of undue influence. His functions are strictly confined by Section 35.
- **(C)** There is no provision under Section 35 or elsewhere requiring the Sub-Registrar to refer doubtful cases to the District Registrar before proceeding. His inquiry is conducted and concluded by him at the stage of registration.
- **(D)** Registration of a document does not validate it, confer rights on parties, or adjudicate its legal effect. A document registered despite being void for undue influence can still be challenged in court. The registering officer has no jurisdiction to adjudicate such questions.

Answer: (B)

Solution

Concept – Section 40, Registration Act, 1908: Section 40 of the Registration Act provides that a document may be admitted to registration not only by the executant in person, but also by the representative, assignee, or agent of the executant. An agent holding a valid power of attorney that specifically authorises him to present the document and admit its execution before the registering officer is fully entitled to do so on behalf of the executant. Personal appearance by the executant is therefore not always mandatory.

Analysis: Harsha executed a notarised power of attorney specifically authorising her son Deepesh to present the sale deed and admit its execution before the Sub-Registrar on her behalf. This falls squarely within the mechanism provided under Section 40. Deepesh was a duly authorised agent of the executant for this specific purpose. The Sub-Registrar's insistence on Harsha's personal appearance was contrary to the plain provision of Section 40, and his refusal was legally incorrect.

Why other options are wrong:

- **(A)** Section 40 expressly permits admission of execution by a duly authorised agent. Personal appearance by the executant is not required where a valid specific power of attorney exists.
- **(B)** No court order is required to enable an authorised agent to admit execution under Section 40. The power of attorney duly authorising the agent is sufficient under the statute.
- **(D)** There is no provision in the Registration Act requiring a prior application to the District Registrar for exemption from personal appearance before an authorised agent can act under Section 40.

Answer: (C)

Sol. 19.

Solution

Concept – Section 23, Transfer of Property Act, 1882 and the Rule Against Remoteness: Section 23 of TPA provides that where a transfer is made contingent on the happening of a specified uncertain event, the transfer takes effect only if the event happens. However, for such a contingent transfer to be valid, the vesting of the interest must not be too remote. The rule against remoteness (developed alongside Section 14 TPA on rule against perpetuity) requires that the contingency must be capable of occurring within a permissible period – broadly, a life or lives in being at the date of the transfer. A transfer contingent on an event tied to persons not yet born that may vest well beyond any life in being is void for remoteness.

Analysis: The orchard was to vest in Hari only when the firstborn son of Hari's yet-unborn child became a practising advocate within thirty years. The contingency is doubly remote: it depends on the birth of Hari's child (a person not yet in existence), then on the birth of the firstborn son of that child (a second generation person not yet in existence), and then on that person's qualification as an advocate. Vesting could occur, if at all, far beyond any life in being at the date of the deed. This violates the rule against remoteness. The contingent transfer is void.

Why other options are wrong:

Sol. 20.

- **(A)** A transferor's freedom to impose conditions is subject to mandatory overriding rules including the rule against remoteness of vesting. Courts do invalidate transfers that violate this rule.
- **(B)** The rule against remoteness renders the transfer void, not merely voidable. It is not a personal right belonging only to Hari; Sitaram's other legal heirs who are entitled to the property if the transfer is void have clear locus standi to challenge it.
- **(C)** Courts do not sever a remoteness-infringing condition and grant unconditional immediate title to the transferee. A void contingent transfer is void; the court does not reform it by substituting an unconditional transfer.

Answer: (D)

Answer Key

Q	Ans	Q	Ans	Q	Ans	Q	Ans	Q	Ans
1	A	2	B	3	C	4	D	5	A
6	B	7	C	8	D	9	A	10	B
11	C	12	D	13	A	14	B	15	C
16	D	17	A	18	B	19	C	20	D