

Name:			
Enrolment No:			
<b>UPES</b> <b>End Semester Examination, May 2023</b> <b>Course: Transfer of Property and Easement Law</b> <b>Semester: IV</b> <b>Program: LL.B. (Hons.)</b> <span style="float: right;"><b>Time : 03 hrs.</b></span> <b>Course Code: CLCC 2034</b> <span style="float: right;"><b>Max. Marks: 100</b></span>			
<b>SECTION A</b> <b>(5Qx2M=10Marks)</b>			
S. No.		Marks	CO
Q 1	List out 5 modes of termination of lease.	2	CO1
Q.2	Explain the concept of Notice under Transfer of Property Act	2	CO1
Q.3	Explain marshaling by subsequent purchaser with the help of example.	2	CO1
Q.4	Define actionable claim. How is it different from a tangible property right?	2	CO1
Q.5	List out elements of a valid sale transaction under the Transfer of Property Act in India?	2	CO1
<b>SECTION B</b> <b>(4Qx5M= 20 Marks)</b>			
Q 6	Distinguish between “Spes Successionis” and the rule of “Feeding the Grant by Estoppel” with help of relevant provisions, suitable examples and decided cases.	5	CO2
Q.7	What are the essentials of ‘transfer of property’? Explain the various modes of transfer of property under the Act.	5	CO2
Q.8	Explain the concept of fraudulent transfer. What are the legal implications of a fraudulent transfer on the parties involved in the transaction, including the transferor, transferee, and any third parties affected.	5	CO2
Q.9	What are the essential elements of a valid gift transaction under the Transfer of Property Act in India. Differentiate between the concept of conditional gifts and onerous gifts under TPA.  or	5	CO2

	What are the legal requirements for acquiring an easement by prescription, and how is it different from obtaining an easement through a deed or agreement?		
<b>SECTION-C</b> <b>(2Qx10M=20 Marks)</b>			
Q 10	Analyze relevant judicial pronouncements related to Section 53A and discuss how they have interpreted and applied the provision in property disputes. Also, discuss any recent amendments related to the concept of Section 53A.	<b>10</b>	<b>CO3</b>
Q.11	Analyze the impact of Lis Pendens on the transfer of property rights and the rights of the parties involved in the transaction with the help of case laws and legal provisions.	<b>10</b>	<b>CO3</b>
<b>SECTION-D</b> <b>(2Qx25M=50 Marks)</b>			
Q.12	<p>A entered into a simple mortgage agreement with B for a loan of 90 lakh rupees, it was agreed that A will repay the complete amount along with interest within a duration of 45 years. The mortgage agreement included a provision that restricts A's ability to redeem the property until the full loan amount is paid after 45 years. Additionally, the mortgage agreement stipulates that if A fails to redeem the property within a period of 7 months after 45 years, then B will become the owner of the property and A will not have any objections to it.</p> <p>However, after completion of 30 years of the loan term, A expressed his desire to repay the full loan amount and redeem the property but B refused to allow this as per the terms of the mortgage agreement.</p> <p>In this situation, can A challenge the clog on the equity of redemption clause and seek to redeem the property before the end of the 45-year loan term? What legal options are available to A, and what would be the legal implications for the parties involved? Decide with the help of relevant case laws and provisions.</p> <p>In case you are the Mortgagee, which would be the best kind of mortgage you will like to opt for.</p>	<b>25</b>	<b>CO4</b>
Q.13	A and B entered into an agreement that is unclear as to whether it is a lease or a license deed. The agreement includes several clauses that make it difficult to determine the nature of the agreement.	<b>25</b>	<b>CO4</b>

<p>Clause 1: The agreement is referred to as a "License Deed" and identifies A as the "Licensor" and B as the "Licensee."</p> <p>Clause 2: The agreement grants B the right to use and occupy the property for a term of five years.</p> <p>Clause 3: The agreement requires B to pay a fixed monthly fee to A as consideration for the right to use the property.</p> <p>Clause 4: The agreement includes a clause stating that A may terminate the license at any time with 30 days' notice. In case B desires to terminate the licence he can do so by giving 60 days' notice</p> <p>Clause 5: The agreement also includes a clause stating that B may not sublet the property to any third party without A's prior written consent.</p> <p>After one year, A decides to terminate the license agreement and provided B with the required 30 days' notice. However, B argues that the agreement was for a term of five years and refuses to vacate the property. Furthermore, it was discovered that B had sublet the property to X without A's prior consent. A is annoyed with B's subletting and wants to cancel the contract.</p> <p>Decide with the help of case laws and provisions what factors should be considered in determining whether the agreement is a lease or a license? Can A terminate the agreement early despite B's claim that the agreement was for five years?</p>		
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