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Transfer of Property Act, 1882

MCQ Booklet

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1. Which of the following is not true about transfer of Property?
 - A. It involves transfer by living persons
 - B. It includes future transactions
 - C. It includes transfer to himself
 - D. It includes transfer by inheritance
 - E. None of the above.

2. Living person under S.5 of Transfer of Property Act includes:
 - A. Natural person only
 - B. Company and natural persons
 - C. Association
 - D. incorporated body of individuals
 - E. All of the above mentioned.

3. Public office cannot be:
 - A. forfeited but transferred
 - B. be transferred but salary can be transferred
 - C. be transferred and salary also cannot be transferred
 - D. be transferred but salary can be transferred after it becomes payable
 - E. be transferred but salary can be transferred before it becomes payable.

4. Oral transfer:
 - A. Can be made in every case
 - B. Can be made in cases of value less than Rs. 100.
 - C. Can be made in case of movable properties
 - D. Can be made in every case where writing is not expressly required by law
 - E. Cannot be made even in case writing is not expressly required by law.

5. Transfer of benefit of unborn is covered under which section of Transfer of Property Act?
 - A. 12
 - B. 10
 - C. 13
 - D. 14
 - E. 58

6. Following statements depict?
- I. by efflux of the time limited thereby:
 - II where such time is limited conditionally on the happening of some event—by the happening of such event:
 - III. where the interest of the lessor in the property terminates on, or his power to dispose of the same extends only to, the happening of any event—by the happening of such event:
- A. Modes of surrender of lease.
 - B. Lessee determination modes
 - C. Lease transfer
 - D. Methods of mortgage
 - E. Sale of lease
7. Who all may sue for redemption of a mortgage?
- A. mortgagor
 - B. mortgagee
 - C. creditor of mortgagor who has got a decree for sale of mortgaged property
 - D. A and B are correct.
 - E. A and C are correct.
8. In which type of Mortgage, the mortgagor authorizes mortgagee to receive rents and profits from property while retaining the possession?
- A. Mortgage by deposit of title deeds
 - B. Usufructuary mortgage
 - C. Simple mortgage
 - D. Double mortgage
 - E. English mortgage
9. Which is/are the types of interests covered under Transfer of Property Act?
- A. Vested interest
 - B. Contingent interest
 - C. Perpetual interest
 - D. Vested and Contingent interest
 - E. Vested, Contingent and Perpetual interest

10. Which of the following statement is incorrect about lease under Transfer of Property Act, 1882?
- I. Lease cannot be terminated impliedly.
 - II. Chapter V of TP Act does not apply to an Agricultural lease
 - III. Lessee has option to determine lease.
- A. All are incorrect.
B. I & II.
C. I only
D. I & III
E. II & III
11. The doctrine of part performance protects the rights of?
- A. Transferor
 - B. Transferee
 - C. Third parties
 - D. Both transferor and transferee
 - E. Both transferee and third parties.
12. A lets a house to B for five years. B underlets the house to C at a monthly rent of Rs. 100. The five years expire, but C continues in possession of the house and pays the rent to A. C's lease is ?
- A. renewed.
 - B. Surrendered
 - C. Expires automatically
 - D. Terminates
 - E. None of the above
13. Which of the following is hit by the doctrine of Rule against perpetuity?
- A. to create an interest which is to take effect after the lifetime of one person who is in existence at that time
 - B. to create an interest after expiration of minority of a person who is in existence at that time
 - C. to create an interest in favour of a minor at any time after he becomes major but is in existence at that time as a minor
 - D. A and B
 - E. A, B and C.

14. What is contract for sale as per TP Act?
- A. a contract that sale of immovable property shall take place
 - B. a contract that sale of immovable property shall take place on settled terms and conditions between the parties
 - C. Contract for sale creates a charge in the property for the time being
 - D. Both A and B
 - E. All of the above.
15. Which of the following can be considered implied surrender of the lease?
- A. Non acceptance of a new lease taking effect during the continuance of the existing lease
 - B. Abandonment of possession by the lessee
 - C. A surrender by one of the two joint lessee's, implied surrender on the part of second lessee
 - D. Lease cannot be surrendered impliedly
 - E. None of these.
16. Which of the following is right / liability of a lessee?
- A. to disclose any material defect in the property,
 - B. to put in possession of the property
 - C. During continuance of the lease any accession is made to the property, such accession (subject to the law relating to alluvium for the time being in force) shall be deemed to be comprised in the lease.
 - D. A and C
 - E. none of the above.
17. Which of the following statements is not true about a lease?
- A. Lessee can be renewed by implied conduct of parties.
 - B. Lease cannot have monthly rent
 - C. Lease has premium amount to be paid periodically to the lessor.
 - D. B and C
 - E. A and C.

18. Which of the following transfers only “right to enjoy” the property?
- A. Mortgage
 - B. Pledge
 - C. Charge
 - D. Sale
 - E. Lease
19. Where immovable property of one person is by act of parties or operation of law made security for the payment of money to another, and the transaction does not amount to a mortgage, it is?
- A. Charge
 - B. Lease
 - C. Anomalous Mortgage
 - D. Hypothecation
 - E. Pledge
20. The concept of Marshalling is covered under the transactions of?
- A. Mortgage
 - B. Sale.
 - C. Lease
 - D. A and B
 - E. B and C
21. When the mortgaged property is on lease and is renewed by mortgagor:
- A. mortgagor is entitled to lease
 - B. mortgagee is entitled to lease
 - C. mortgagor is entitled to lease for 1 year
 - D. mortgagee is entitled to lease only for 1 year
 - E. mortgagee is entitled to lease for purpose of security
22. A suit for foreclosure can be filed when:
- A. After mortgage money becomes due.
 - B. At any time during existence of mortgage
 - C. Before decree for redemption of property has been made.
 - D. A & C
 - E. A, B & C.

23. A suit for foreclosure and sale can be filed by?
- A. Mortgagor.
 - B. Mortgagee
 - C. Creditors of mortgagor
 - D. Surety of mortgagor
 - E. None of the above.
24. The seller is bound to give all the documents of title to buyer _____ ?
- A. once contract for sale is made
 - B. along with the delivery of possession of property
 - C. when the token money is paid to him
 - D. where whole purchase money is paid to him
 - E. when the registration of sale deed takes place
25. When mortgaged property is leased & it is renewed:
- A. Mortgagor doesn't get benefit of lease.
 - B. Mortgagee gets benefit of lease only
 - C. Mortgagor gets benefit of lease on redemption of property
 - D. Lease gets terminated on redemption
 - E. A property which is mortgaged cannot be leased.
26. Where an immovable property is subject to an incumbrance and is sold by Court in execution of decree _____.
- A. the encumbrance is to be deposited in court
 - B. the court may order encumbrance to be deposited in court
 - C. the court will stay the sale till incumbrances are cleared
 - D. the court will revoke the order till parties settle the incumbrances
 - E. the parties shall immediately settle the incumbrances and submit a report to the court.
27. The buyer is entitled to rent of the property _____.
- A. when ownership of the property passes to him
 - B. As soon as he is put in possession
 - C. From the date on which sale deed is registered
 - D. From the date on which token amount is given to him
 - E. Only after one month from the date when he is put into possession.

28. Mortgage is:
- A. Transfer of interest in an immovable Property
 - B. For securing payment of money
 - C. For performance of pecuniary engagement
 - D. A and B together.
 - E. A and B or C
29. The kind of mortgage in which the mortgagor ostensibly sells the mortgage property is?
- A. Simple mortgage
 - B. Mortgage by conditional sale
 - C. Mortgage by deposit of title deeds
 - D. English mortgage
 - E. Usufructuary mortgage
30. Sale involves transfer of :
- A. Interest in the property.
 - B. Ownership in the property
 - C. possession of the property
 - D. A and B necessarily
 - E. A, B and C.
31. A mortgage which is not a simple mortgage, a mortgage by conditional sale, an usufructuary mortgage, an English mortgage or a mortgage by deposit of title-deeds is _____?
- A. not a mortgage
 - B. double mortgage
 - C. conditional mortgage
 - D. subrogation
 - E. anomalous mortgage
32. A contract for sale _____.
- A. Does not by itself create charge in the property.
 - B. Does not by itself create interest in the property
 - C. Both A and B.
 - D. Creates transfer of interest in the property

E. Creates transfer of interest partially.

33. Mortgage is defined under which section of the TP act?

- A. 58.
- B. 58a
- C. 59
- D. 60
- E. 57

34. Transaction of transfer of ownership in the property for a price partly paid and partly promised is:

- A. Sale
- B. exchange
- C. Both A and B.
- D. Either A or B
- E. Mortgage of money

35. If the owner of two or more properties mortgages them to one person and then sells one or more of the properties to another person, the buyer is, in the absence of a contract to the contrary, entitled to have the mortgage -debt satisfied out of the property or properties not sold to him- This is known as?

- A. Marshalling by subsequent purchaser
- B. Marshalling by subsequent mortgagee
- C. Double mortgage
- D. Mortgage by marshalling
- E. Sale by marshalling.

36. When the mortgagor absolutely transfers the mortgage property and binds himself to repay the mortgage-money on a certain date it is:

- A. English mortgage
- B. Simple mortgage
- C. Mortgage by deposit of title deeds
- D. Usufructuary mortgage
- E. Mortgage by conditional sale

37. Which of the following statement is incorrect?
- A. Transferee is called as lessor
 - B. Price is called as premium
 - C. money rendered periodically is rent
 - D. services rendered periodically is also called as rent
 - E. None of the above.
38. A mortgagor has the right to inspect documents of title_____
- A. only before he enters into mortgage
 - B. as long as his right to redemption subsists
 - C. as long as his right to redemption subsists and also make copies thereof
 - D. as long as right to sell of mortgagee subsists
 - E. only after redemption.
39. Right of subrogation is defined under which section of TP Act?
- A. 81
 - B. 90
 - C. 91
 - D. 92
 - E. 93
40. In a transaction of sale, to which of the following a buyer is not entitled?
- A. to the benefit of any improvement in property
 - B. increase in value of the property
 - C. to the rents and profits of property
 - D. All of the above
 - E. None of the above
41. Which section of Transfer of Property Act deals with sale of Moveable & Immovable property ?
- A. 45
 - B. 55
 - C. 46
 - D. 57
 - E. 54

42. A seller of immovable property can be:
- A. Legal person
 - B. Real person
 - C. A minor
 - D. A and B
 - E. B and C
43. Mortgagor has right to redeem as mentioned under Section _____ of Transfer of property Act?
- A. 60
 - B. 61.
 - C. 56.
 - D. 73
 - E. 81
44. Which of the following leases can be made only by a registered instrument?
- A. Lease reserving a yearly rent
 - B. lease of immovable property from year to year
 - C. Lease of any immovable property
 - D. A and B.
 - E. A, B and C.
45. If the buyer has paid the purchase money and the seller has not delivered the possession of property within reasonable time, buyer can:
- A. Wait for seller to deliver possession of property.
 - B. Cancel the sale immediately
 - C. Buyer can charge interest on purchase money paid
 - D. Buyer can give him a notice to deliver possession
 - E. Buyer can file a police complaint.
46. If any accession is made to the property, during continuance of lease _____?
- A. the lessee has to provide extra rent for the accession to lessor
 - B. the lessee has to purchase such accession from lessor
 - C. such accession shall be transferred to the lessor
 - D. such accession shall be deemed to be comprised in the lease
 - E. such accession shall be comprised in the lease and added in the monthly rent

47. What is the duration of a lease in absence of a written contract?
- A. lease from year to year
 - B. lease from year to year for immovable property for agricultural or manufacturing Purposes.
 - C. lease of immovable property for other purposes than agricultural or manufacturing is month to month
 - D. B and C are correct
 - E. A and C are correct.
48. The buyer is bound to:
- A. To disclose any fact as to the nature of seller's interest in the property
 - B. To bear losses caused to property after ownership has passed
 - C. To pay purchase money
 - D. B and C
 - E. All of the above
49. Who has the option to determine the lease if lease omits to mention?
- A. Lessor
 - B. Lessee
 - C. Court
 - D. Lessee may approach court
 - E. Both Lessor and Lessee.
50. The day on which lease commences is_____?
- A. excluded
 - B. included
 - C. parties decide
 - D. Court may decide
 - E. excluded only if the lease is renewable from year to year.

Answer Key

1. Ans. D.

S. 5. “Transfer of property” defined.—In the following sections “transfer of property” means an act by which a living person conveys property, in present or in future, to one or more other living persons, or to himself, or to himself and one or more other living persons; and “to transfer property” is to perform such act

2. Ans. E.

S. 5. “Transfer of property” defined.—In the following sections “transfer of property” means an act by which a living person conveys property, in present or in future, to one or more other living persons, or to himself, or to himself and one or more other living persons; and “to transfer property” is to perform such act.

In this section “living person” includes a company or association or body of individuals, whether incorporated or not, but nothing herein contained shall affect any law for the time being in force relating to transfer of property to or by companies, associations or bodies of individuals.

3. Ans. C.

S. 6. What may be transferred.—Property of any kind may be transferred, except as otherwise provided by this Act or by any other law for the time being in force.

(f) A public office cannot be transferred, nor can the salary of a public officer, whether before or after it has become payable.

4. Ans. D.

S. 9. Oral transfer.—A transfer of property may be made without writing in every case in which a writing is not expressly required by law

5. Ans. C.

S. 13. Transfer for benefit of unborn person.—Where, on a transfer of property, an interest therein is created for the benefit of a person not in existence at the date of the transfer, subject to a prior interest created by the same transfer, the interest created for the benefit of such person shall not take effect, unless it extends to the whole of the remaining interest of the transferor in the property.

6. Ans. B.

S. 111. Determination of lease.—A lease of immoveable property determines—

(a) by efflux of the time limited thereby:

(b) where such time is limited conditionally on the happening of some event—by the happening of such event:

(c) where the interest of the lessor in the property terminates on, or his power to dispose of the same extends only to, the happening of any event—by the happening of such event

7. Ans. E.

S. 91. Persons who may sue for redemption.—Besides the mortgagor, any of the following persons may redeem, or institute a suit for redemption of, the mortgaged property, namely:—

(a) any person (other than the mortgagee of the interest sought to be redeemed) who has any interest in, or charge upon, the property mortgaged or in or upon the right to redeem the same;

(b) any surety for the payment of the mortgage -debt or any part thereof; or

(c) any creditor of the mortgagor who has in a suit for the administration of his estate obtained a decree for sale of the mortgaged property.

8. Ans. B.

S. 58. (d) Usufructuary mortgage.—Where the mortgagor delivers possession or expressly or by implication binds himself to deliver possession] of the mortgaged property to the mortgagee, and authorises him to retain such possession until payment of the mortgage-money, and to receive the rents and profits accruing from the property or any part of such rents and profits and to appropriate the same in lieu of interest, or in payment of the mortgage -money, or partly in lieu of interest or partly in payment of the mortgage-money, the transaction is called an usufructuary mortgage and the mortgagee an usufructuary mortgagee.

9. Ans. D.

S.19. Vested Interest and S. 21 Contingent Interest.

S. 19. Vested interest.—Where, on a transfer of property, an interest therein is created in favour of a person without specifying the time when it is to take effect, or in terms specifying that it is to take effect forthwith or on the happening of an event which must happen, such interest is vested, unless a contrary intention appears from the terms of the transfer.

S. 21. Contingent interest.—Where, on a transfer of property, an interest therein is created in favour of a person to take effect only on the happening of a specified uncertain event, or if a specified uncertain event shall not happen, such person thereby acquires a contingent interest in the property. Such interest becomes a vested interest, in the former case, on the happening of the event, in the latter, when the happening of the event becomes impossible.

10. Ans. C.

S. S. 111. Determination of lease.—A lease of immoveable property determines—

(a) by efflux of the time limited thereby:

(b) where such time is limited conditionally on the happening of some event—by the happening of such event:

- (c) where the interest of the lessor in the property terminates on, or his power to dispose of the same extends only to, the happening of any event—by the happening of such event:
- (d) in case the interests of the lessee and the lessor in the whole of the property become vested at the same time in one person in the same right:
- (e) by express surrender; that is to say, in case the lessee yields up his interest under the lease to the lessor, by mutual agreement between them:
- (f) by implied surrender:
- (g) by forfeiture; that is to say, (1) in case the lessee breaks an express condition which provides that, on breach thereof, the lessor may re-enter or (2) in case the lessee renounces his character as such by setting up a title in a third person or by claiming title in himself;
- or (3) the lessee is adjudicated an insolvent and the lease provides that the lessor may re-enter on the happening of such of his intention to determine the lease:
- (h) on the expiration of a notice to determine the lease, or to quit, or of intention to quit, the property leased, duly given by one party to the other.

11. Ans. B.

S. 53A. Part performance.—Where any person contracts to transfer for consideration any immoveable property by writing signed by him or on his behalf from which the terms necessary to constitute the transfer can be ascertained with reasonable certainty, and the transferee has, in part performance of the contract, taken possession of the property or any part thereof, or the transferee, being already in possession, continues in possession in part performance of the contract and has done some act in furtherance of the contract, and the transferee has performed or is willing to perform his part of the contract, then, notwithstanding that, or, where there is an instrument of transfer, that the transfer has not been completed in the manner prescribed therefor by the law for the time being in force, the transferor or any person claiming under him shall be debarred from enforcing against the transferee and persons claiming under him any right in respect of the property of which the transferee has taken or continued in possession, other than a right expressly provided by the terms of the contract:

Provided that nothing in this section shall affect the rights of a transferee for consideration who has no notice of the contract or of the part performance thereof.

12. Ans. A.

S. 116. Effect of holding over.—If a lessee or under-lessee of property remains in possession thereof after the determination of the lease granted to the lessee, and the lessor or his legal representative accepts rent from the lessee or under-lessee, or otherwise assents to his continuing in possession, the lease is, in the absence of an agreement to the contrary, renewed from year to year, or from month to month, according to the purpose for which the property is leased, as specified in section 106. Illustrations

- (a) A lets a house to B for five years. B underlets the house to C at a monthly rent of Rs. 100. The five years expire, but C continues in possession of the house and pays the rent to A. C's lease is renewed from month to month.

13. Ans. E.

S. 14. Rule against perpetuity.—No transfer of property can operate to create an interest which is to take effect after the lifetime of one or more persons living at the date of such transfer, and the minority of some person who shall be in existence at the expiration of that period, and to whom, if he attains full age, the interest created is to belong.

14. Ans. D.

S.54 Sale.

Contract for sale.—A contract for the sale of immoveable property is a contract that a sale of such property shall take place on terms settled between the parties.

It does not, of itself, create any interest in or charge on such property.

15. Ans. B.

S. If lessee stays in possession of property it amounts to a very important element for renewal of lease. Whereas abandonment of possession completely reverses the situation and there is an implied surrender of lease.

16. Ans. C.

S. S 108. Rights and liabilities of lessor and lessee.— In the absence of a contract or local usage to the contrary, the lessor and the lessee of immoveable property, as against one another, respectively, possess the rights and are subject to the liabilities mentioned in the rules next following, or such of them as are applicable to the property leased:—

(A) Rights and liabilities of the lessor

(a) the lessor is bound to disclose to the lessee any material defect in the property, with reference to its intended use, of which the former is and the latter is not aware, and which the latter could not with ordinary care discover:

(b) the lessor is bound on the lessee's request to put him in possession of the property:

(c) the lessor shall be deemed to contract with the lessee that, if the latter pays the rent reserved by the lease and performs the contracts binding on the lessee, he may hold the property during the time limited by the lease without interruption.

The benefit of such contract shall be annexed to and go with the lessee's interest as such, and may be enforced by every person in whom that interest is for the whole or any part thereof from time to time vested

(B) Rights and liabilities of the lessee

(d) if during the continuance of the lease any accession is made to the property, such accession (subject to the law relating to alluvion for the time being in force) shall be deemed to be comprised in the lease.

17. Ans. D.

S. S. 107. Leases how made.— 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. All other leases of immoveable property may be made either by a registered instrument or by oral agreement accompanied by delivery of possession.

Where a lease of immoveable property is made by a registered instrument, such

instrument or, where there are more instruments than one, each such instrument shall be executed by both the lessor and the lessee:

Provided that the State Government may, from time to time, by notification in the Official Gazette, direct that leases of immoveable property, other than leases from year to year, or for any term exceeding one year, or reserving a yearly rent, or any class of such leases, may be made by unregistered instrument or by oral agreement without delivery of possession.

S. 105. Lease defined.—A lease of immoveable property is a transfer of a right to enjoy such property, made for a certain time, express or implied, or in perpetuity, in consideration of a price paid or promised, or of money, a share of crops, service or any other thing of value, to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms.

Lessor, lessee, premium and rent defined.—The transferor is called the lessor, the transferee is called the lessee, the price is called the premium, and the money, share, service or other thing to be so rendered is called the rent.

18. Ans. E.

S. As per s.105 of TP Act, 1882.

S. 105. Lease defined.—A lease of immoveable property is a transfer of a right to enjoy such property, made for a certain time, express or implied, or in perpetuity, in consideration of a price paid or promised, or of money, a share of crops, service or any other thing of value, to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms.

19. Ans. A.

S. As per s. 100 of TP Act, 1882-100. Charges.—Where immoveable property of one person is by act of parties or operation of law made security for the payment of money to another, and the transaction does not amount to a mortgage, the latter person is said to have a charge on the property; and all the provisions hereinbefore contained [which apply to a simple mortgage shall, so far as may be, apply to such charge.

20. Ans. D.

S. 56. Marshalling by subsequent purchaser.—If the owner of two or more properties mortgages them to one person and then sells one or more of the properties to another person, the buyer is, in the absence of a contract to the contrary, entitled to have the mortgage -debt satisfied out of the property or properties not sold to him, so far as the same will extend, but not so as to prejudice the rights of the mortgagee or persons claiming under him or any other person who has for consideration acquired an interest in any of the properties.

S. 81. Marshalling securities.—If the owner of two or more properties mortgages them to one person and then mortgages one or more of the properties to another person, the subsequent mortgagee is, in the absence of a contract to the contrary, entitled to have the prior mortgagedebt satisfied out of the property or properties not mortgaged to him, so far

as the same will extend, but not so as to prejudice the rights of the prior mortgagee or of any other person who has for consideration acquired an interest in any of the properties.

21. Ans. E.

S. 71. Renewal of mortgaged lease.—When the mortgaged property is a lease, and the mortgagor obtains a renewal of the lease, the mortgagee, in the absence of a contract to the contrary, shall, for the purposes of the security, be entitled to the new lease.

22. Ans. D.

S.67. Right to foreclosure or sale.—In the absence of a contract to the contrary, the mortgagee has, at any time after the mortgage-money has become [due] to him, and before a decree has been made for the redemption of the mortgaged property, or the mortgage-money has been paid or deposited as hereinafter provided, a right to obtain from the Court [a decree] that the mortgagor shall be absolutely debarred of his right to redeem the property, or [a decree] that the property be sold. A suit to obtain [a decree] that a mortgagor shall be absolutely debarred of his right to redeem the mortgaged property is called a suit for foreclosure.

23. Ans. B.

S. S.67. Right to foreclosure or sale.—In the absence of a contract to the contrary, the mortgagee has, at any time after the mortgage-money has become [due] to him, and before a decree has been made for the redemption of the mortgaged property, or the mortgage-money has been paid or deposited as hereinafter provided, a right to obtain from the Court [a decree] that the mortgagor shall be absolutely debarred of his right to redeem the property, or [a decree] that the property be sold. A suit to obtain [a decree] that a mortgagor shall be absolutely debarred of his right to redeem the mortgaged property is called a suit for foreclosure.

24. Ans. D.

S. 55. (3) Where the whole of the purchase-money has been paid to the seller, he is also bound to deliver to the buyer all documents of title relating to the property which are in the seller's possession or power.

25. Ans. C.

S. 64. Renewal of mortgaged lease.—Where the mortgaged property is a lease and the mortgagee obtains a renewal of the lease, the mortgagor, upon redemption, shall, in the absence of a contract by him to the contrary, have the benefit of the new lease.

26. Ans. B.

S. 57. Provision by Court for incumbrances and sale freed therefrom.—(a) Where immoveable property subject to any incumbrance, whether immediately payable or not, is sold by the Court or in execution of a decree, or out of Court, the Court may, if it thinks fit, on the application of any party to the sale, direct or allow payment into Court,

27. Ans. A.

S. 55. (6) The buyer is entitled—

(a) where the ownership of the property has passed to him, to the benefit of any improvement in, or increase in value of, the property, and to the rents and profits thereof;

28. Ans. E.

S. 58. “Mortgage”, “mortgagor”, “mortgagee”, “mortgage-money” and “mortgage-deed” defined.—(a) A mortgage is the transfer of an interest in specific immoveable property for the purpose of securing the payment of money advanced or to be advanced by way of loan, an existing or future debt, or the performance of an engagement which may give rise to a pecuniary liability.

29. Ans. B.

S. 58. (c) Mortgage by conditional sale.—Where the mortgagor ostensibly sells the mortgaged property—

on condition that on default of payment of the mortgage-money on a certain date the sale shall become absolute, or on condition that on such payment being made the sale shall become void, or on condition that on such payment being made the buyer shall transfer the property to the seller, the transaction is called a mortgage by conditional sale and the mortgagee a mortgagee by conditional sale:

Provided that no such transaction shall be deemed to be a mortgage, unless the condition is embodied in the document which effects or purports to effect the sale.

30. Ans. E.

Sale includes transfer of ownership which is inclusive of interest in the property as well as possession of the property also has to be transferred to the buyer. So the most appropriate answer to this question shall be E.

31. Ans. E.

S. 58. (g) Anomalous mortgage.—A mortgage which is not a simple mortgage, a mortgage by conditional sale, an usufructuary mortgage, an English mortgage or a mortgage by deposit of title-deeds within the meaning of this section is called an anomalous mortgage

32. Ans.C.

S. 54. “Sale” defined.—“Sale” is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.

Sale how made.—Such transfer, in the case of tangible immoveable property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing, can be made only by a registered instrument.

In the case of tangible immoveable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property. Delivery of tangible immoveable property takes place when the seller places the buyer, or such person as he directs, in possession of the property.

Contract for sale.—A contract for the sale of immoveable property is a contract that a sale of such property shall take place on terms settled between the parties. It does not, of itself, create any interest in or charge on such property.

33. Ans. A.

S. 58. “Mortgage”, “mortgagor”, “mortgagee”, “mortgage-money” and “mortgage-deed” defined.—(a) A mortgage is the transfer of an interest in specific immoveable property for the purpose of securing the payment of money advanced or to be advanced by way of loan, an existing or future debt, or the performance of an engagement which may give rise to a pecuniary liability.

34. Ans. A.

S. 54. “Sale” defined.—“Sale” is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.

35 Ans. A.

S. 56. Marshalling by subsequent purchaser.—If the owner of two or more properties mortgages them to one person and then sells one or more of the properties to another person, the buyer is, in the absence of a contract to the contrary, entitled to have the mortgage -debt satisfied out of the property or properties not sold to him, so far as the same will extend, but not so as to prejudice the rights of the mortgagee or persons claiming under him or any other person who has for consideration acquired an interest in any of the properties.

36. Ans. A.

S. 58. (e) English mortgage.—Where the mortgagor binds himself to re-pay the mortgage-money on a certain date, and transfers the mortgaged property absolutely to the mortgagee, but subject to a proviso that he will re-transfer it to the mortgagor upon payment of the mortgage-money as agreed, the transaction is called an English mortgage.

37. Ans. A.

Lessor, lessee, premium and rent defined.—The transferor is called the lessor, the transferee is called the lessee, the price is called the premium, and the money, share, service or other thing to be so rendered is called the rent.

38. Ans. B.

S. 60B. Right to inspection and production of documents.—A mortgagor, as long as his right of redemption subsists, shall be entitled at all reasonable times, at his request and at his own cost, and on payment of the mortgagee’s costs and expenses in this behalf, to inspect and make copies or abstracts of, or extracts from, documents of title relating to the mortgaged property which are in the custody or power of the mortgagee

39. Ans. D.

S.92. Subrogation.—Any of the persons referred to in section 91 (other than the mortgagor) and any co-mortgagor shall, on redeeming property subject to the mortgage, have, so far as regards redemption, foreclosure or sale of such property, the same rights as the mortgagee whose mortgage he redeems may have against the mortgagor or any other mortgagee.

40. Ans. E.

S. 55. Rights and liabilities of buyer and seller.—In the absence of a contract to the contrary, the buyer and the seller of immoveable property respectively are subject to the liabilities, and have the rights, mentioned in the rules next following, or such of them as are applicable to the property sold:

(6) The buyer is entitled—

(a) where the ownership of the property has passed to him, to the benefit of any improvement in, or increase in value of, the property, and to the rents and profits thereof.

41. Ans. E.

S. 54. "Sale" defined.

Sale how made.

Contract for sale.

42. Ans. D.

A and B can be a seller of immovable property, a sale by minor is void-ab-initio.

43. Ans.A.

S. 60. Right of mortgagor to redeem.—At any time after the principal money has become due, the mortgagor has a right, on payment or tender, at a proper time and place, of the mortgage -money, to require the mortgagee (a) to deliver 10 [to the mortgagor the mortgage-deed and all documents relating to the mortgaged property which are in the possession or power of the mortgagee, (b) where the mortgagee is in possession of the mortgaged property, to deliver possession thereof to the mortgagor, and (c) at the cost of the mortgagor either to re-transfer the mortgaged property to him or to such third person as he may direct, or to execute and (where the mortgage has been effected by a registered instrument) to have registered an acknowledgement in writing that any right in derogation of his interest transferred to the mortgagee has been extinguished:

44. Ans. D.

S. 107. Leases how made.—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.

All other leases of immoveable property may be made either by a registered instrument or by oral agreement accompanied by delivery of possession.

Where a lease of immoveable property is made by a registered instrument, such instrument or, where there are more instruments than one, each such instrument shall be executed by both the lessor and the lessee:

45. Ans. C.

S. According to S.55 of the Transfer of Property act, buyer can charge interest on the purchase money paid from the date of payment till the date of delivery of property or execution of sale deed.

46. Ans. D.

S. 108. (d) if during the continuance of the lease any accession is made to the property, such accession (subject to the law relating to alluvion for the time being in force) shall be deemed to be comprised in the lease:

47. Ans. D.

S. 106. Duration of certain leases in absence of written contract or local usage.—(1) In the absence of a contract or local law or usage to the contrary, a lease of immovable property for agricultural or manufacturing purposes shall be deemed to be a lease from year to year, terminable, on the part of either lessor or lessee, by six months' notice; and a lease of immovable property for any other purpose shall be deemed to be a lease from month to month, terminable, on the part of either lessor or lessee, by fifteen days' notice.

48. Ans. E.

All of the above mentioned are duties of buyer as per S. 55 of the Transfer of Property Act.

49. Ans. B

S.110. Option to determine lease.—Where the time so limited is expressed to be terminable before its expiration, and the lease omits to mention at whose option it is so terminable, the lessee, and not the lessor, shall have such option.

50. Ans. A.

S. 110. Exclusion of day on which term commences.—Where the time limited by a lease of immoveable property is expressed as commencing from a particular day, in computing that time such day shall be excluded. Where no day of commencement is named, the time so limited begins from the making of the lease.