

law- Real Estate

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1. Land Acquisition

- The Right to Fair Compensation and Transparency in the Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RFCTLARR Act 2013)
- Rehabilitation and resettlement award (Chapter V)
- Acquisition of part of house or building (5-9)
- It states right to acquire private property for public purpose.

- The earlier Land Acquisition Act 1894 **did not have any concept of consultation, all acquisition was forced.** It had provisions of an **urgency clause** but it **was not defined.** The concept of **public purpose** was also **not defined.** There was **little scope for appeal** or a hearing
- The right to fair compensation and transparency in Land acquisition , rehabilitation and resettlement act (RFCTLARR), **2013** was notified in gazette on **27th September 2013.** **Prior to this date the earlier Land acquisition Act of 1894 passed by British parliament.**
- **This act came in to force in January 2014.**
- Now, this Act is administered by: (I) **Dept. of Land Revenue (DoLR), (ii) Ministry of Rural Development, GOI (MoRD).**

- The Act aims to establish the law on land acquisition, as well as the rehabilitation and resettlement of those directly affected by the land acquisition in India. The scope of the Act includes **all land acquisition whether it is done by the Central Government of India, or any State Government of India, except the state of Jammu & Kashmir.**

The Act is applicable when:

- Government acquires land for its own use, hold and control, including land for Public sector undertakings.
- Government acquires land with the ultimate purpose to transfer it for the use of private companies for stated public purpose. The purpose of LARR includes **public-private-partnership projects**, but excludes land acquired for state or national highway projects.
- Government acquires land for immediate and declared use by private companies for public purpose.
- The provisions of the Act does not apply to acquisitions under 16 existing legislations including the Special Economic Zones Act, 2005, the Atomic Energy Act, 1962, the Railways Act, 1989, etc.[\[13\]](#)

Definition of public purpose

- Section 2(1) of the Act defines the following as public purpose for land acquisition within India:[\[15\]](#)
- For strategic purposes relating to naval, military, air force, and armed forces of the Union, including central paramilitary forces or any work vital to national security or defence of India or State police, safety of the people; or
- For infrastructure projects, which includes the following, namely:
 - All activities or items listed in the notification of the Government of India in the Department of Economic Affairs (Infrastructure Section) number 13/6/2009-INF, dated 27 March 2012, excluding private hospitals, private educational institutions and private hotels;
 - Projects involving agro-processing, supply of inputs to agriculture, warehousing, cold storage facilities, marketing infrastructure for agriculture and allied activities such as dairy, fisheries, and meat processing, set up or owned by the appropriate Government or by a farmers' cooperative or by an institution set up under a statute;
 - Project for industrial corridors or mining activities, national investment and manufacturing zones, as designated in the National Manufacturing Policy;

- Project for water harvesting and water conservation structures, sanitation;
 - Project for Government administered, Government aided educational and research schemes or institutions;
 - Project for sports, health care, tourism, transportation of space programme;
 - Any infrastructure facility as may be notified in this regard by the Central Government and after tabling of such notification in Parliament;
- Project for project affected families;
 - Project for housing, or such income groups, as may be specified from time to time by the appropriate Government;
 - Project for planned development or the improvement of village sites or any site in the urban areas or provision of land for residential purposes for the weaker sections in rural and urban areas;
 - Project for residential purposes to the poor or landless or to persons residing in areas affected by natural calamities, or to persons displaced or affected by reason of the implementation of any scheme undertaken by the Government, any local authority or a corporation owned or controlled by the State.

- When government declares public purpose and shall control the land directly, consent of the land owner shall not be required. However, when the government acquires the land for private companies, the consent of at least 80% of the project affected families shall be obtained through a prior informed process before government uses its power under the Act to acquire the remaining land for public good, and in case of a public-private project at least 70% of the affected families should consent to the acquisition process.[\[16\]](#)
- The Act includes an urgency clause for expedited land acquisition. The urgency clause may only be invoked for national defense, security and in the event of rehabilitation of affected people from natural disasters or emergencies.

- **Definition of 'land owner**
- The Act defines the following as land owner:^[15]
- person whose name is recorded as the owner of the land or building or part thereof, in the records of the authority concerned; or
- person who is granted forest rights under [The Scheduled Tribes and Other Traditional Forest Dwellers \(Recognition of Forest Rights\) Act, 2006](#) or under any other law for the time being in force; or
- Person who is entitled to be granted Patta rights (“Record Of Rights (ROR)”) on the land under any law of the State including assigned lands; or
- any person who has been declared as such by an order of the court or Authority;^[14]

- **Limits on acquisition**
- The Act forbids land acquisition when such acquisition would include **multi-crop irrigated area**. However such acquisition may be permitted on demonstrable last resort, which will be subjected to an aggregated upper limit for all the projects in a District or State as notified by the State Government. In addition to the above condition, wherever multi-crop irrigated land is acquired an equivalent area of cultivable wasteland shall be developed by the state for agricultural purposes. In other type of agricultural land, the total acquisition shall not exceed the limit for all the projects in a District or State as notified by the Appropriate Authority. **These limits shall not apply to linear projects which includes projects for railways, highways, major district roads, power lines, and irrigation canals.**[\[17\]](#)

- **Compensation**
- **Section 26** of the Act defines the method by which **market value** of the land shall be computed under the proposed law. Schedule I outlines the proposed minimum compensation based on a multiple of market value. Schedule II through VI outline the resettlement and rehabilitation entitlements to land owners and livelihood losers, which shall be in addition to the minimum compensation per Schedule I.

- **Market value**[Edit](#)
- The market value of the proposed land to be acquired, shall be set as the higher of:[\[15\]](#)
- the minimum land value, if any, specified in the Indian Stamp Act, 1899[\[18\]](#) for the registration of sale deeds in the area, where the land is situated; or
- the **average of the sale price** for similar type of land being acquired, ascertained from the **highest fifty per cent** of the sale deeds registered during the **preceding three years** in the **nearest village or nearest vicinity of the land being acquired.**; or
- the consented amount in case the land is acquired for private companies or public-private partnership projects.

- The market value would be multiplied by a factor of, at least one to two times the market value for land acquired in rural areas and at least one times the market value for land acquired in urban areas. The Act stipulates that the minimum compensation to be a multiple of the total of above ascertained market value, value to assets attached to the property, plus a solatium equal to 100 percent of the market value of the property including value of assets.
- In addition to above compensation, the Act proposes a wide range of rehabilitation and resettlement entitlements to land owners and livelihood losers from the land acquirer. Market value is often used interchangeably with open market value, fair value or fair market value, although these terms have distinct definitions in different standards, and may differ in some circumstances.

Section 3 : Definitions:- Some definitions from section 3 of the Act are enumerated below:

- (a) Displaced Family – Relocated and resettled from affected area to resettlement area.
- (b) Family – Person, Spouse, Minor Children and brother, sister (dependent on him), Adult, Widow, Divorcees, Deserted – Separate family.
- (c) Cost of Acquisition – Includes –
 - (i) Solatium (for feelings and emotional pain)
 - (ii) Enhanced compensation (as ordered by Land Acquisition Authority)
 - (iii) Demurrage (damages caused in acquisition process)
 - (iv) Acquisition cost of another land for resettlement
 - (v) Development of infrastructure & amenities cost at new resettlement area)

- **Section 4 : Preparation of social impact assessment.**
- **Section 5: Public hearing for social impact**
- **Section 6 : Public Report**
- **Section 7: Appraisal of social impact assessment report by expert group. (2 representative of panchayat/gramsabha/municipalty/corporation)**
- **Section 8: Expert group will say within 2 month whether acquisition is**
 - viable**
 - Not viable**
 - or acquire land as per requirement**
- **Section 9: Urgency provision Expanded**
- **Section 10: Special Provisions**

- **Section 11: Public notifications**

a) in Official Gazette

b) in two daily newspaper circulation in the locality of such area of which one shall be the regional language.

c) in the local language in the panchayat , municipality or municipal corporation, as the case may be and in the office of the district collector, the sub-divisional magistrate and Tehsil

d) uploaded on the website of appropriate Government

e) in the effected areas in such manner as may be prescribed

The date of this notification shall be the date for determination of market value.

- **Section 12: Primary survey of land**
- **Section 13: Payment of damage**
- **Section 14: Lapse of social impact assessment report**
(12 months)
- **Section 15: Hearing of objection**
 - **(within 60 days of publication)**
- **Section 16: Preparation for rehabilitation**
- **Section 17: Review of collector**
- **Section 18: Approval R&R scheme**
- **Section 19: Summary of scheme:**
 - **Where no declaration is made within 12 months from the date of preliminary notification then such notification shall be rescinded**
- **Section 20: Date fixed by collector**
- **Section 21: Notice to person**

- **Section 22: Collector notice to person**
- **Section 23: Equity of award**
- **Section 24: Land acquisition proc**
- **Section 25: Period within which award is to be made**
(within 12 months of publication of date.)
- **Section 26: Market value of land determined by collector**
- **Section 29: difference of Value**
- **Section 30 : Award of Solatium**
- **Section 37 : Collector final Award**
- **Section 38: Compensation to be Paid within 3 months**
- **Section 39: add compensation for displacement**
- **Section 46: Maximum 20 hector in urban & 40 hectors in rural area can be acquired.**

Transferable Development Rights:

- **TDR-** Land Acquisition Act, 1894, Sec-126
- **I) Meaning of TDR** – Making available certain amount of additional built up area in lieu of the area relinquished or surrendered by the owner of land, so that he can use extra built up area either himself or transfer it to another in need of extra built up area for an agreed sum of money. / “TDR is a voluntary incentive based program that allows landowners to sell their development rights from their land to a developer or other development rights from their land to a developer or other interested party who then can use these rights to increase the density of development at another designated location”.
- **Purpose** – For public purpose like road widening, parks, play grounds, school etc.

Benefits of TDR –

- 1) Alternative method of land acquisition
- 2) Process of land acquisition act is comparatively lengthy.
- 3) Easy to get land without any litigation.

Development right certificate – (DRC) –

If the owner of any land which is required for road widening for formulation of new road or development of parks, play grounds, civic amenities etc. those proposed in the plan shall be eligible for the award of TDR. Such award will entitle the owner of the land in the form of a development right certificate (DRC), which he may be use it for himself or transfer to any other person.

Rent Control Act

1. Rent and Tenancy is regulated by State Acts.
2. Rent Control Act Applies on Lease agreement of at least 12 months.
3. Rent Control laws define

Landlord: It includes any person who, for the time being , is receiving , or is entitled to receive, the rent for any premises, whether on his own account or for another as a trustee/guardian or court receiver or on behalf of another.

Tenant: Refers to a person who has to pay rent or on whose behalf rent is payable for any premise or would have had to pay rent but for a special contract.

4. Premises exempted from provisions of Tenancy Act (Owned by or Tenancy created by C.G. or S.G.)
5. Obligation of Landlord and Tenant. (Rent receipt / payment of rent)
6. Protection of unlawful eviction of Tenant. (One month notice and bonafide grounds)
7. Provision regarding rent 8. Fixation of Fair Rent (by controller as per Tenancy Act of State).
10. Lacunas of Rent Control Laws in India:
 - (a) Difficult to evict tenant.
 - (b) Property Tax reduced (as computed as a percentage of annual ratable value as income)
 - (c) All landlords don't issue rent receipts.

- Rent Control Act enacted by the State Governments are mostly tenant friendly and includes various regulations that protect the tenant from rent increase and eviction. Hence, Rent Control Act has been abused in the past by the tenants to continue to pay fixed rents, irrespective of inflation and the realty boom.
- The abuse of the rent control act is one of the main reasons for the wide spread prevalence of [leave and license agreements in India](#). Leave and license agreements are entered into for a period of 11 months, with an option to renew the agreement at the expiration of the agreement. As a rental agreement that is 11 months long is just a license for the tenant to occupy the premises for a short duration, rent control laws do not apply.

Right of Way, Section 52 - License under the Indian Easement Act, 1882.

A license is –

- A personal / permissive right granted to another person
- Right to do something upon immovable property of the guarantor
- No creation of an interest in the property itself.
- Creates no duties and obligations upon the person making the grant
- Revocable (except in certain circumstances expressly provided for in the Act itself).
- Confer a liberty upon the licensee to go upon the land which would otherwise be unlawful.

- Rent control laws also have very strong provisions against the eviction of a tenant from a property. In Maharashtra, a tenant cannot be evicted, if the tenant pays or is ready and willing to pay standard rent and permitted increases. Further, no suit for recovery of possession of property can be initiated by the landlord against the tenant , until the expiry of ninety days after notice in writing, demanding the standard rent and permitted increase. Also, a court cannot pass a decree for eviction, if within a period of ninety days from the service of the summons, the tenant pays or tenders in court the standard rent and permitted increase along with 15% simple interest.

- **Section 52 of the Indian Easement Act** defines licence as follows:
 - “Where one person grant to another,
 - or to a definite number of other persons,
 - a right to do, or continue to do,
 - in or upon the immovable property of the grantor,
 - something which would, in the absence of such right, be unlawful,
 - and such right does not amount to an easement or an interest in the property,
the right is called a licence.”

- **Characteristics of License-**

- 1) No transfer of interest, 2) No interest in accretions.
- 3) Neither transferable nor heritable.
- 4) Purely personal between grantor and grantee.
- 5) Consideration, material or non-material, not required.
- 6) Not require that the right under the license must arise by way of contract or as a result of mutual promises.
- 7) Granter must be the owner / Licensee must be a stranger or have no right in the property.
- 8) Licence creates no duties and obligations upon the grantor.
- 9) License is revocable 10) A subsequent transfer of the property terminates a licence.
- 11) A licensee cannot sue trespassers and strangers in his own name.
- 12) A license is terminated by death of either party.

Salient Features of Real Estate (Regulation & Development) Act, 2016 and Real Estate Regulating Authorities Established under the Act.

- **Preamble: RE(R&D)ACT 2016**
- To establish RERAs in **Each State** to: -
 - Regulate and promote Real Estate Sector
 - Ensure Sale in efficient and Transparent Manner
 - To Protect Consumer
 - Adjudicating mechanism for speedy Dispute Redressal
 - To establish Appellate Tribunal

- **Salient Features:**

1. Establish and Incorporate RERA in each State

(to monitor and adjudicate disputes – Section – 20)

2. Fast Track Dispute Resolution Mechanism

(Through dedicated Adjudicating Officers and Appellate Tribunal – Section 43, 44)

3. Mandatory Registration of all Real Estate Projects – Section – 3 (RERA can reject or cancel, if complaint)

4. Promoter to Upload Proposed Project details on website (Registration details / types of Apartment or Plots booked / List of Approvals – taken or pending subsequent to commencement certificate, status of project, sanction plan, layout, etc. Section – 11.

5. Approval or Rejection time of application for RERA = 30 days (if failed, deemed to have accepted – Section 5)

6. Maximum 10% amount as advance, that too, after registered “Agreement to Sale” - Section 13
7. 70% of Money collected from Buyer – to be deposited in a separate account (cost of land and construction) / withdrawn only after Certificate of Architect, engineer & CA [Section 4 (2) (I) (D)]
8. Insurance to be taken by Promoter (for Title of Land and Building and Construction) Section 16.
9. Transfer and Assignment of Promoters Majority Rights to third persons – Section 15 (1)
 - (i) By written consent of 2/3 allottees, except promoter
 - (ii) By Prior approval of RERA
10. Equal Rate of Interest by Buyer and Promoter for default –
Section 2 (za) (i)
11. Liability of Promoter to Compensate Buyer-
 - For default Title
 - If Claim for compensation filed within limitation.

12. Aggrieved person may file a complaint to RERA

(for violation and contravention of Act)

13. RERA can restrain promoter, buyer, agent to continue with Act, if enquiry is pending – Section 36

14. RERA – Appeal – Appellate Tribunal – Section 43

15. If prior Registration u/s – 3 not done-

- Upto 3 years Imprisonment }
- Fine up to 10% of Estimated Cost } Section 59 (2)

16. RERAs order not complied – Penalty = 5% of Estimate cost – Section 63

17. Promoter fail to comply Appellate Tribunal's Order –

- Up to 3 years Imprisonment
- Which may extend up to 10% of estimated cost

18. Offence by Company – In charge / Responsible person guilty – Section - 69

19. No jurisdiction of Civil Court – Section 79

(RERA / Adjudicating Officer / Appellate Tribunal)

20. Buyer's right to legal representation (by CA, CS, Cost Accountant, Legal Practitioner)

ADVANTAGES AND RIGHTS OF THE BUYER UNDER RERA (MARCH 2016)

- **Enforcing timely delivery of projects**

1. In case of delay buyer has a right to withdraw the booking and developer is liable to refund the entire amount with interest

2. Go ahead with the project and developer will pay interest for every month of delay until the property is ready for possession.

- **Facility to check RERA registration number** Single point portal information window at regular interval.

- **Financial safety via Escrow account.**

RERA obliged the developer to deposit 70% of buyers money into such Account and no rolling is allowed to developer alternative use.

- **Ability to verify the developers track record.**

Buyers have cross check of developer

- **Transparency in advertisement and marketing collateral**

developers are now suppose to incorporate RERA registration for all promotional activities.

- **Clarity on carpe area.**

No more super build up area prices under RERA. Price on Carpet area only.

- **Strict norms on building changes.**

Under RERA 2/3 buyer consent is necessary to modify the building for layout plans specifications liabilities in the projects.

- **Facility to check payments plans.**

Buyers has a flexibility with due diligence for option of payment plan which includes flexi payments down payment possession linked and construction linked plans.

- **Booking amount cannot exceed 10%**

Developers are suppose to pay up to 10 % booking amount and prohibits more than this. If guilty penalty is imposed up to 3years imprisonment.

- **Brokers registration under RERA is compulsory now.**

This will boost the credibility of brokers also.

- **A reliable redressal mechanism** to all one to developer to customers to brokers for each others breach of any obligations and to be resolved within 60 days time limit from complaint date.

- **Structural defects must be addressed**

Any building defects in plumbing , cracks etc are to be attended up to 5 years and developers is liable to rectify the defects within 30 days and/or give compensation.

- Availability of land title documents.

Most important due diligence for any scheme for land record and ownership implication reflecting on website

- Good bye to Soft / Pre launches misleading communication RERA prevent complete halt to Pre launch Soft launch and other miss selling.

Conclusion

RERA brings full power in hand of Home Buyers and transparency which will be boon to the home buyer segment

- The Land Acquisition and Rehabilitation Act is to replace?

Ans: a

- **Land Acquisition Act, 1894**
- Land Acquisition Act, 1990
- Land Acquisition Act, 1992
- None of the above

- Degrees of prohibited relationships is applicable between two persons if they are related by:

Ans: d

- Full blood
- Half or uterine blood
- Adoption
- **All the above**

- Section 14 of the Hindu Succession Act applies to:

Ans: c

- Movable property
- Immovable property
- **Both Movable and Immovable Property**
- None of the above

- The Hindu Succession Act does not have territorial jurisdiction over:

Ans: a

1. Only Hindus of Jammu and Kashmir
2. Only Hindus of Goa Daman and Diu
3. Only Hindus of Renocants of Pondicherry
4. Hindus all the above area

- Which one of the following can be ground for disqualification under Hindu Succession Act, 1956?

Ans: c

1. Mental infirmity
2. Physical defects
3. Conversion to other religion
4. Diseases

- In Muslim law - A gift of unborn person is :

Ans: b

1. Valid
2. Void
3. Voidable
4. None of these

- Which of the following is not a land related law:

Ans: b

1. Land Acquisition Act
2. None of these
3. Delhi Land Holding (Ceiling)Act
4. Transfer of Property Act

- What does RERA stand for, in the context of real estate regulation law? **Ans: b**
 1. Real estate (Development and Regulation) Act
 2. Real estate (Regulation and Development) Act
 3. Real Estate (Regulation) Act
 4. Real estate (Development) Act
- Which of the following statements is/are correct about Real Estate (Regulation and Development) Bill?
 1. It paves the way for establishment of one or more 'Real Estate Regulatory Authority' for one or two or more states.
 2. The law makes it compulsory registration of real estate projects and real estate agents.

Ans: c

- a. Only 1
 - b. Only 2
 - c. Both
 - d. None
- In Transfer of Property Act, Transfer of property is defined in **Ans: b**
 1. Section 3
 2. Section 5
 3. Section 20
 4. Section 54

- In Transfer of Property Act, kind of mortgage enumerated in which section? : **Ans: d**
 1. Section 3
 2. Section 5
 3. Section 20
 4. Section 58

- Transfer of Property Act passed in year : **Ans: c**
 1. 1872
 2. 1949
 3. 1882
 4. 1972

- Transfer of Property Act shall be applicable **Ans: a**
 1. Where the property is transferred inter vivo
 2. To intestate succession
 3. where property is transferred in execution Of decree of the court
 4. All of the above.

- According to Transfer of Property Act, the immovable property does not include, **Ans: d**
 1. grass
 2. standing timber
 3. growing crops and grass
 4. standing timber, growing crops and grass.

- Which is not the immovable property:

Ans: a

1. Growing crops
2. A right of way
3. A lease of land
4. A life interest in the income of immovable property.

- Which kind of transfer may be made orally?:

Ans: b

1. Transfer of actionable claim
2. Gift of immovable property
3. surrender of lease
4. sale of immovable property of value upward Rs. 100

- Subject matter of the sale as per the Transfer of Property Act is:

Ans: a

1. Immovable property--
2. movable property
3. tangible property
4. both (a) and (b) above.

- Which is the following does not create any interest or charge on transfer of property?:

Ans: d

1. Transfer
2. Exchange
3. Sale
4. Agreement of sale

- Where the mortgagor delivers the possession and the rents/profits accrued thereon where enjoyed by mortgagee the transfer is called: **Ans: b**
 1. English mortgage
 2. Usufructuary mortgage
 3. Simple mortgage
 4. Anomalous mortgage
- Where mortgagee personally binds himself to pay the mortgage money without delivering possession mortgaged property, the transaction is called: **Ans: d**
 1. Anomalous mortgage
 2. English mortgage
 3. Usufructuary mortgage
 4. Simple mortgage
- What is not requires in gift? **Ans: b**
 1. Donor and donee
 2. Consideration
 3. Movable or immovable property
 4. Transfer and acceptance
- The gift of future property is **Ans: b**
 1. Valid
 2. Void
 3. Voidable
 4. Conditionally void

- 'An agreement to sell' is

Ans: a

1. An executory contract
2. Executed contract
3. Neither 'a' or 'b'
4. Sometime 'a' or 'b'

- An agreement to sell becomes 'sale' when

Ans: a

1. The condition are satisfied
2. The parties agree to change the teams of agreement
3. When the court orders
4. When the agreement is in writing

- A change of nature of obligation of contract is known as:

Ans: c

1. Novation
2. Rescission
3. Alteration
4. Repudiation

- A valid tender of offer of performance must be:

Ans: d

1. Made at proper time
2. Made at proper place
3. Made to the proper person
4. All the above

- In the Indian contract Act, Novation means

Ans: a

1. (a) Substitution of an existing contract with a new one
2. (b) No frustration of executed contracts
3. (c) Frustration due to change of circumstances
4. (d) Impossibility does not mean mere commercial difficulty

- A valid contract of sale

Ans: a

1. includes 'an agreement to sell'
2. Does not include 'an agreement to sell'
3. Includes hire purchase contract
4. Includes contract a work and labor

- How many contracts are there in a contract of guarantee?

Ans:b

1. Two contract
2. three contract
3. Four contract
4. None of these

- An insurance contract is

Ans: a

1. Contingent contract
2. Wagering agreement
3. Unenforceable contract
4. Void contract

- If the contingent depends in the mere will of the would be-

Ans: b

1. Valid
2. Void
3. Illegal
4. Depends on the circumstances

- Which of the following statement regarding Quasi- contract is incorrect?

Ans: d

1. it resembles a contract
2. It is imposed by law
3. It is based on the doctrine of unjust enrichment
4. It is voluntarily created

- Quasi- contract are:

Ans: b

1. Not contract in real sense of the word
 2. Relation which create certain obligation resembling those created by a contract
 3. Implied contract
 4. Unenforceable contract
- If the contract is impossible in itself physically or legally the agreement

Ans: c

1. Void contract
2. Voidable
3. Void ab intio
4. None of these

- If an agreement suffers from any uncertainty it is

Ans: b

1. Voidable
2. Void
3. Unenforceable
4. None of these

- When both the parties to an agreement are under a mistake as to a matter of fact essential to an agreement the agreement is:

Ans: a

1. Void
2. Valid
3. Voidable
4. Illegal

- Misrepresentation means:

Ans: d

1. Unwarranted assertion
2. Any breach of duty without an interest to deceive
3. Innocent mistake
4. All the above

- For a valid contract

Ans: c

1. Both the parties should have given their consent
2. The consent should be free
3. Both a. & b.
4. Either a. & b

- An agreement entered into by a minor is

Ans: c

1. Valid and binding
2. Voidable at the option of the minor
3. Void ab initio
4. Voidable at the option of either party

- A mortgage executed by minor is.....

Ans: a

1. Void
2. Voidable
3. Both a. & b.
4. Neither a. & b.

- Which of the following statement is not true

Ans: c

1. Consideration must be real & not illusory
2. Consideration may be inadequate
3. Past consideration is no consideration
4. Consideration should not consist of a legal obligation

- Consideration in contract

Ans: d

1. May be present only
2. May be past and present only
3. May be futuristic only
4. May be past, present and future

- A telephonic acceptance is complete when the offer is

Ans: c

1. Spoken into the telephone
2. Heard but not understood by the offeror
3. Heard and understood by the offeror
4. Is received, heard and understood by the some person in the offeror's house