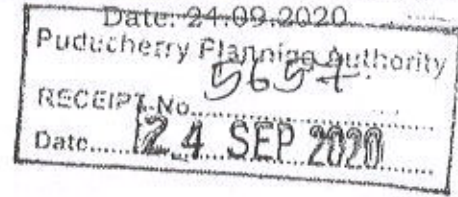


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To

The Member Secretary,  
Puducherry Planning Authority,  
Jawaharlal Nagar,  
Puducherry.



With your reference letter dated 01.10.2019, No.7078/PPA/Z (VCP)/Layout/Rul/2020 for legal opinion in respect of application submitted by **Rahamathulla Bech** seeking approval for Regularization of unapproved residential layout in the name and style of "**Rahmath City**" situated at **R.S.No.76/2, 75/2, & 75/3**, Olavaikal Revenue Village, Villianur Commune Puducherry.

List of Documents

1. 21.03.70 Photocopy of Partition deed, Doc.No.736/70
2. 09.07.08 Photocopy of Sale deed Doc.No.4139/08
3. 13.08.20 Photocopy of Settlement Extract
4. 01.07.63, Photocopy of Donation deed R.V.No.305, No.87
5. 18.03.70 Photocopy of Partition deed, Doc.No.601/70
6. 09.06.80 Photocopy of Exchange deed, Doc.No.800/80
7. 16.03.84 Photocopy of Rectification deed, Doc.No.198/84
8. 07.02.91 Photocopy of Release deed, Doc.No.13/91
9. 23.02.98 Photocopy of Will, Doc.No.6/98
10. 23.09.20 Death certificate of Krishnamoorthi
11. 11.02.08 Photocopy of Sale deed, Doc.No.685/08
12. 09.07.08 Photocopy of Sale deed, Doc.No.4070/08
13. 11.08.20 Photocopy of Settlement Extract Nos.2
14. 12.09.20 Photocopy of Encumbrance certificates

24/9/2020  
M.S.D.

24/9/2020

R. Soundarajan

S.D.

**Schedule of properties**

**Part-I**

Puducherry R.D, Villianur Sub R.D, Village No.31, Olavaikal Revenue Village, as per the document Cad.No.1004/2 to an extent **59 Are 50 Centiare** and as per the Revenue records Cad.No.1004/2, Patta No.244, **R.S.No.75/2**, to an extent **44 Ares** only.

**Boundaries:** To the east of Canal, to the west of R.S.No.75/3, 75/6, 76/2, to the north of R.S.No.75/6, to the south of R.S.No.76/2.

**Part-II**

Puducherry R.D, Villianur Sub R.D, Village No.31, Olavaikal Revenue Village:

- 1) Cad.No.1003, Patta No.213, **R.S.No.76/2** to an extent **02 Kani 52 Kuzhi 07 Veeram.**
- 2) Cad.No.1004/1, Patta No.213, **R.S.No.76/2** to an extent **75 Kuzhi 05 Veeram.** (The both items total extent 03 Kani 27 Kuzhi 12 Veeram in out of which **03 Kani** only.) **Boundaries:** East by Road, West by Ramalingam Reddiar Land, North by temple property, South by Janikiraman land.

**Part-III**

Puducherry R.D, Villianur Sub R.D, Village No.31, Olavaikal Revenue Village:

1. Cad.No.1003, Patta No.213, **R.S.No.76/2** to an extent 02 Kani 52 Kuzhi 07 Veeram. 2) Cad.No.1004/1, Patta No.213, **R.S.No.76/2** to an extent 75 Kuzhi 05 Veeram. (The both items total extent 03 Kani 27 Kuzhi 12 Veeram in out of which **54 Kuzhi 15 Veeram** only. **Boundaries:** to the east and south of Canal, to the west of R.S.No.76/2, to the north of R.S.No.75/2, 75/3.

R. S. D.

*(Handwritten signature)*




**Krishna Reddiar, 2. Sundaramoorthi Reddiar** sons of Sambasivam @ Ramasamy Reddiar.

2. I have perused registered Partition deed 18.03.1970, Doc.No.601/1970. The Partition deed made between the above said **1. Krishnamoorthi @ Krishna Reddiar, 2. Sundaramoorthi Reddiar** sons of Sambasivam @ Ramasamy Reddiar. The above mentioned Part-II & III schedule of property covered the partition deed in "A" schedule item No.2,3,4 which was allotted to **Krishnamoorthi @ Krishna Reddiar**, S/o Sambasivam @ Ramasamy Reddiar and partly covered in "B" schedule item No.2 which was allotted to **Sundaramoorthi Reddiar**. The Partition deed has been duly executed and registered.

3. I have perused photocopy of registered Exchange Deed dated 09.06.1980, Doc.No.800/1980 with Registered Rectification deed dated 15.03.1984, Doc.No.198/1984. The Exchange deed made between the above said **1. Krishnamoorthi @ Krishna Reddiar**, and **2. Sundaramoorthi Reddiar** sons of Sambasivam @ Ramasamy Reddiar. The Exchange deed partly covered the above mentioned Part-II & III schedule of property belongs to **Sudaramoorthi Reddiar**. As per the exchange deed the said Sundaramoorthi Reddiar has duly relinquished his all rights in **R.S.No.76/2**, Cad.No.1003 to an extent **01 Kani 70 Kuzhi** to and infavour of **Krishnamoorthi @ Krishna Reddiar**. Hence he becomes absolute owner of the above mentioned Part-II & III schedule of properties.

4. I have perused photocopy of registered Release deed dated 07.02.1991, Doc.No.13/1991. The Release deed executed by Bhuvaneswari D/o Krishnamoorthi @ Krishna Reddiar to and infavour of her parents **1. Krishnamoorthi @ Krishna Reddiar**, and **Sooriyakumari**. As per the Release deed the said Sooriyakumari has duly relinquished her all rights of the above mentioned Part-I & II schedule of properties.

R. Reddiar



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2. Cad.No.1005, Patta No.251, **R.S.No.75/3** as per the document extent **27 Kuzhi 11 Veesam** and as per Revenue records **16 Ares**.  
Boundaries: To the east of R.S.No.75/2, to the west of R.S.No.75/4, 75/5, to the north R.S.No.75/6, to the south of R.S.No.76/2.

ORIGIN OF THE TITLE

Part-I

1. I have perused photocopy of registered Partition deed dated 21.03.1970 registered on 28.03.1970, Doc.No.736/1970. The Partition deed made between **1. Ramalingam, 2. Chandirasekarn, 3. Rajasekaran**, sons of Sadasivam, and **4. Rajeswari**, W/o Sadasivam. The Partition deed covered the above mentioned Part-I schedule of property in "A" schedule which was allotted to **Ramalinga Reddiar**, S/o Sadasivam. The Partition deed has been duly executed and registered.

2. I have perused photocopy of registered Sale deed dated 09.07.2008, Doc.No.4139/2008. As per the Sale deed the above said **Ramalinga Reddiar**, S/o Sadasivam has sold the above mentioned Part-I schedule of property to and infavour of **Rahamathulla Bech**, S/o Shamsheer Bech. The Sale deed has been duly executed and registered.

3. I have perused photocopy of Settlement Extract dated 13.08.2020 issued by Tahsildar, Puducherry. As per the records Olavaikal Revenue Village, Village No.31, **R.S.No.75/2/A**, Patta No.244 to an extent **05-28-92** HAC stands in the name of previous owners 1. Rajasekaran, 2. Ramalingam, 3. Chandirasekaran, 4. Rajeswari.

Part-II & III

1. I have perused French Notarial Donation deed 01.07.1963, R.V.No.305, No.87. The Donation deed covered the above mentioned Part-II & III schedule of properties which was executed by **Duraisamy Reddiar**, S/o Sambasivam Reddiar to and infavour of **1. Krishnamoorthi @**

R. Soundarajan  
SO



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5. I have perused photocopy of registered Will dated 23.02.1998, Doc.No.6/1998. The Will executed by the above said **Krishnamoorthi** S/o Ramasamy Reddiar to and infavour of his son **Suresh**. The Will covered the above mentioned Part-II & III schedule of properties. As per the Will Sureshkumar having absolute rights of the Part-II & III schedule of properties. The Testator of the Will died on 05.04.2000. Hence the Will becomes duly acted upon.

6. I have perused photocopy of registered Sale deed dated 11.02.2008, Doc.No.685/2008. As per the Sale deed the above said **Suresh**, S/o Krishnamoorthi Reddiar has sold the above mentioned Part-II schedule of property to and infavour of **Rahamathulla Bech**, S/o Shamsheer Bech. The Sale deed has been duly executed and registered.

7. I have perused photocopy of registered Sale deed dated 09.07.2008, Doc.No.4070/2008. As per the Sale deed that the said **Suresh**, S/o Krishnamoorthi Reddiar has sold the above mentioned Part-III schedule of property to and infavour of **Rahamathulla Bech**, S/o Shamsheer Bech. The Sale deed has been duly executed and registered.

8. I have perused photocopy of Settlement Extract Nos.2 dated 11.08.2020 issued by Tahsildar, Puducherry. As per the records Olavaikal Revenue Village, Village No.31, **R.S.No.75/3**, Patta No.251 to an extent **00-16-00** stands in the name of Krishnamoorthi, S/o Ramasamy and **R.S.No.76/2/A** to an extent **01-71-35** HAC stands in the name of previous owner Sundaramoorthi, & Krishnamoorthi Sons of Ramasamy.

9. I have perused photocopy of encumbrance certificates dated 12.09.2020 issued by Sub Registrar, Villianur, Puducherry. The certificate covered the above mentioned schedule of properties for period of 32 years from 01.01.1990 to 31.08.2020. The certificates I have found totally 145

R.S.  


entries the discussed documents and the applicant sold several plots to various persons.

OPINION: 1. On perusals of the above said documents I am of the opinion:

1. **Rahamathulla Bech**, S/o Shamsheer Bech having valid title of the above mentioned Part-I schedule property as per the registered Sale deed dated 09.07.2008, Doc.No.4139/2008 to an extent **44 Ares** in **R.S.No.75/2**.
2. **Rahamathulla Bech**, S/o Shamsheer Bech having valid title of the above mentioned Part-II schedule properties as per the registered Sale deed dated 11.02.2008, Doc.No.685/2008 to an extent **03 Kani** only in **R.S.No.76/2**.
3. **Rahamathulla Bech**, S/o Shamsheer Bech having valid title of the above mentioned Part-III schedule properties as per the registered Sale deed dated 09.07.2008, Doc.No.4070/2008, 1<sup>st</sup> item to an extent **54 Kuzhi 15 Veesam** in **R.S.No.76/2** and the 2<sup>nd</sup> item property to an extent as per the document **27 Kuzhi 11 Veesam**, as per Revenue records **16 Ares** in **R.S.No.75/3**.

PLACE: PUDUCHERRY

DATE : 24.09.2020

R. Soundharajan  
24/09/2020  
ADVOCATE

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