



Aadhan
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PROPERTY ACQUISITION

Legal opinion on title

SF No



Village

Mettupalayam Taluk

Coimbatore District

Prepared for



Matter ALA-M26-T2QH

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Ref: Proposed acquisition of either or both portions identified as Plot A and Plot B in the client supplied sketch, comprised in S.F. No. [REDACTED], [REDACTED] Village, Mettupalayam Taluk, Coimbatore District, from [REDACTED] and [REDACTED].

At your request, we have examined the title deeds, encumbrance certificate, revenue records and sketches furnished concerning the proposed acquisition. Our opinion on the origin and devolution of title, the present ownership and the matters relevant to your purchase is set out below.

1. PROPERTY AND PROPOSED ACQUISITION

The proposed purchase concerns either or both portions of the retained land acquired by [REDACTED] and [REDACTED] under Sale Deed No. 6050/2026, registered at the Mettupalayam Sub-Registrar's Office.

The client-supplied drawing identifies the proposed portions as follows:

Portion	Identification in the drawing	Extent labelled in the drawing
Plot A	Northern portion, adjoining Site No. 22 on the east	7.64 cents / 3,340 sq. ft.
Plot B	Southern portion, adjoining Sites Nos. 20 and 21 on the east	10.76 cents / 4,701 sq. ft.
Intervening strip	Road separating Plot A and Plot B, connecting towards the existing eastern layout road	3.35 cents / 1,464 sq. ft.

These figures describe the proposal shown to us. They are not adopted as verified measurements: the stated cents and square-foot figures do not precisely correspond.

Your proposed acquisition is therefore of the selected northern portion, southern portion or both, rather than an assumed purchase of the entire parent extent stated as 21¾ cents. The intervening road must be treated separately in the schedule property when settling the purchase extent, consideration and access provisions.

2. ORIGIN AND DEVOLUTION OF TITLE

The acquisition recorded in 1968

The earliest acquisition presently traceable in the furnished records is under Document No. 424/1968 dated 04.03.1968, registered at Mettupalayam in Book I, Volume 493, pages 153–157.

The recitals in Sale Deed No. 2800/2011 describe this instrument as a sale through which [REDACTED] acquired property in his individual capacity. The furnished handwritten instrument is also relevant to this acquisition, although portions of its scan are faint. The title history available for this opinion begins with that acquisition; no earlier source instrument has been furnished.

The family arrangement dated 20.08.1969

The 2011 conveyance next records a family division involving the acquired property and other family properties. It refers to [REDACTED], his wife [REDACTED], [REDACTED], wife of [REDACTED], and [REDACTED], wife of [REDACTED], in explaining the properties brought into that arrangement.

According to those recitals, the family arrangement dated 20.08.1969 allotted the “A” Schedule property to [REDACTED] and the “C” Schedule property to [REDACTED]. The later title is traced through these allocations.

The 2011 deed describes the arrangement as unregistered. The underlying writing has not been separately furnished. Its legal effect cannot be determined merely from that description: a document effecting a division and a memorandum recording an arrangement already completed require different treatment. The present narrative therefore records the allocation as recited in the 2011 deed, without representing that the underlying arrangement has been independently examined.

The mortgage and recorded discharge

The supplied encumbrance certificate records Mortgage No. 1823/1989 over an extent of 1.48 acres, with [REDACTED] as mortgagor and [REDACTED] as mortgagee. It also records Receipt No. 1240/1993, expressly linked to that mortgage. The linked receipt is favourable evidence of discharge.

The settlement in favour of [REDACTED]

By Settlement Deed No. 1258/1993 dated 08.04.1993, [REDACTED] settled an extent of 1.48 acres, together with the associated rights described in the instrument, upon his son [REDACTED].

The settlement contained a survey reference to S.F. No. [REDACTED]. Rectification Deed No. 4406/1993, executed on 29.12.1993 and registered on 31.12.1993 at Mettupalayam, corrected that reference to S.F. No. [REDACTED].

The settlement and rectification have both been furnished and must be read together. The corrected survey reference forms part of the documentary link supporting [REDACTED] subsequent dealing with the property.

The 2008 authority and subsequent succession

The 2011 conveyance records that [REDACTED] appointed his wife [REDACTED] as his attorney under General Power of Attorney No. 1546/2008, Book IV, dated 28.08.2008, registered at Mettupalayam.

It further records [REDACTED]'s death on 14.09.2008 and relies upon Legal-Heir Certificate Na.Ka.777/2010/A3 dated 10.08.2010 issued by the Mettupalayam Tahsildar in explaining the succession.

The deed identifies [REDACTED], [REDACTED], [REDACTED] and [REDACTED], together with [REDACTED] represented by [REDACTED], as the persons through whom the relevant family interests were conveyed.

The death and heirship records and the 2008 power of attorney have not been separately furnished for independent examination. The account of succession and representation therefore rests on the express recitals and execution recorded in the 2011 conveyance. Their completeness and operative terms are not independently certified by this opinion.

The conveyance to [REDACTED] in 2011

By Sale Deed No. 2800/2011 dated 04.03.2011, registered at Mettupalayam, [REDACTED], [REDACTED], [REDACTED] and [REDACTED], together with [REDACTED] acting through his attorney [REDACTED], conveyed the scheduled property to [REDACTED].

The deed thus brings together the interests claimed through the earlier family allocations, settlement and succession. Its schedule comprises:

Survey field	Extent conveyed
S.F. No. [REDACTED]	2.77 acres
S.F. No. [REDACTED]	0.02 acre
S.F. No. [REDACTED]	0.05 acre
Total	2.84 acres

The conveyance also describes well, electricity and pathway interests. It records consideration of ₹2,88,500 and delivery of possession to [REDACTED].

The larger survey-field figures and the northern seven-cent exclusion appearing in its schedule explain the parent holding. They are not additional land available for the present purchase.

Subsequent plot sales and the 2012 authority

After his acquisition, [REDACTED] dealt with the larger holding as the NRK Avenue layout and conveyed individual plots.

Among the adjoining transactions, the EC records Sale Deed No. 3039/2011 dated 09.03.2011 concerning Sites Nos. 20 and 21, and Sale Deed No. 16418/2011 dated 26.12.2011 concerning Site No. 22. These transactions are relevant to identifying the land retained alongside those plots.

[REDACTED] subsequently appointed [REDACTED] under Power of Attorney No. 989/2012, Book IV, dated 20.11.2012, for specified NRK Avenue plots. The furnished power relates to the plots identified in that instrument, rather than establishing a general continuing authority over all land in the survey field.

The EC records cancellation of the related Agreement No. 10353/2012 by Document No. 5401/2013 and cancellation of the power of attorney by Document No. 5402/2013. Accordingly, the 2012 authority is not treated as an unexplained subsisting power affecting [REDACTED] subsequent personal conveyance.

The road gift in 2022

By Gift Deed No. 2567/2022, executed on 17.02.2022 and registered on 23.02.2022, [REDACTED] gifted six road strips, aggregating 27,398.25 sq. ft., for public use to the Governor of Tamil Nadu, represented by the [REDACTED] Panchayat President and successors in office.

The accompanying plan depicts the NRK Avenue road network and an adjoining area described as the owner's land. This provides documentary context for the retained parcel and the layout access.

The number 3670/2022 appearing in the accompanying papers is the registration-fee receipt number; the gift deed is Document No. 2567/2022.

The agreements concerning the retained land

The EC records Agreement for Sale No. 14245/2022 dated 20.10.2022 between [REDACTED] and [REDACTED] concerning an extent described as 21 cents. That agreement was cancelled by Document No. 13048/2023 dated 26.09.2023.

On the same date, [REDACTED] entered into Agreement for Sale No. 13062/2023 with [REDACTED]. The furnished agreement records consideration of ₹9,15,000, an advance of ₹6,00,000 and six months for performance.

[REDACTED] and [REDACTED] subsequently executed bilateral Cancellation Deed No. 6019/2026 dated 20.05.2026. Its operative terms cancel Agreement No. 13062/2023 and disclaim the agreement purchaser's further rights under it and in the scheduled property.

The registered cancellation is affirmative evidence that the agreement was brought to an end. No subsisting right preventing the proposed purchase can be inferred solely from the earlier agreement or from the absence of a separate refund acknowledgment in the supplied cancellation.

The acquisition by the present vendors

By Sale Deed No. 6050/2026, executed and presented on 20.05.2026 and registered on 21.05.2026 at Mettupalayam, [REDACTED] conveyed the retained parcel to [REDACTED] and [REDACTED] for a stated consideration of ₹11,43,500.

The deed traces [REDACTED] ownership to Sale Deed No. 2800/2011 and describes the subject land as the balance remaining after earlier sales. It acknowledges receipt of consideration and delivery of possession, and contains covenants concerning ownership, encumbrances and claims through the vendor. It also records delivery of copies of parent documents because the earlier originals relate to other land retained by the vendor. The final registration endorsement identifies the conveyance as Document No. 6050/2026.

The documentary chain furnished culminates in [REDACTED] and [REDACTED] [REDACTED] as the purchasers under registered Sale Deed No. 6050/2026. Subject to the qualifications stated in this opinion, the records support their title to the land described in that conveyance. The possession stated here is that recorded in the deeds.

3. PRESENT TITLE AND ENCUMBRANCE POSITION

Sale Deed No. 6050/2026 provides the immediate documentary basis of the present vendors' asserted ownership. Patta No. 906 also includes their names within the larger revenue holding.

The joint patta does not independently determine the precise extent belonging to them, but the presence of other names in that larger holding is not, by itself, treated as a defect in their acquisition.

The EC issued on 07.10.2026 covers 01.01.1975 to 06.10.2026 and contains 81 entries relating to the parent holding, individual plots and subsequent dealings. The EC records dealings affecting the parent holding and its constituent plots during the stated search period. The entries relevant to the proposed acquisition have been considered alongside the title deeds.

The recorded mortgage discharges and agreement and power-of-attorney cancellations discussed above have been taken into account. No subsisting mortgage specifically affecting Plot A or Plot B has been established from the supplied records.

The documentary history supports the present vendors' claim through the registered conveyances. **The principal parcel-specific matters requiring resolution are the extent discrepancy and the reserve-space/borewell-land description addressed below.**

4. MATERIAL OBSERVATIONS RELEVANT TO THE PURCHASE

4.1 Extent discrepancy in Document No. 6050/2026

The recital in the vendors' acquisition deed refers to 21 $\frac{3}{4}$ cents, whereas its property schedule repeatedly describes 21 cents. The difference is 0.75 cent, equivalent to 326.70 sq. ft.

The accompanying sketch states 9,504.75 sq. ft. and labels that area as 21.75 cents. However, 21.75 cents converts to 9,474.30 sq. ft., producing a further difference of 30.45 sq. ft. ***These inconsistencies require reconciliation.***

A typographical explanation may be available, but it should be supported by the registered instrument read as a whole, its boundaries, the relevant plans and field measurement. Where correction of the vendors' acquisition deed is necessary, the appropriate correction should be completed.

For your purchase, the essential issue is whether the selected Plot A, Plot B or both fall wholly within the land acquired and retained by the vendors. A discrepancy in the parent extent need not automatically prevent acquisition of an identifiable smaller portion, provided the documentary title and measured boundaries support that portion.

We recommend resolving this discrepancy and establishing the exact purchase extent before any payment is made. The consideration and final conveyance should follow the verified extent of the selected portion or portions, excluding the intervening road unless a legally supported interest in that strip is expressly included.

4.2 Reserve space and borewell land description

The EC entry for the adjoining Site No. 22 conveyance, Document No. 16418/2011, describes reserve space and borewell land on its western side. The client's drawing places Plot A immediately west of Site No. 22.

This creates a material question about the identity and status of the land described in that boundary recital. It does not, by itself, establish that Plot A is reserved or common land, or justify extending that description to Plot B.

The current Sale Deed No. 6050/2026 also expressly permits its purchasers to draw and use water from an existing borewell in the survey field. That provision supports a claimed water-use entitlement; it does not, on its own, determine ownership of the borewell site or the surrounding land unless otherwise specifically recorded.

The relevant layout, adjoining schedule and survey records should establish whether the reserve-space/borewell description refers to:

- either proposed purchase portion;
- a smaller intervening or adjoining area; or
- land separate from the proposed acquisition.

If the description includes acquisition land, its status must be established sufficiently to confirm that the vendors can convey it and that no common ownership, dedication or enforceable third-party right prevents the proposed transfer.

We recommend obtaining documentary clarification of this point before payment.

5. FINAL OPINION AND ADVICE

On the documents examined, and subject to the distinction between examined instruments and historical recitals explained above, the recorded title chain supports the ownership asserted by [REDACTED] and [REDACTED].

Within the scope of the supplied records, we have not identified a further established defect that necessarily prevents acquisition of either proposed portion.

Subject to satisfactory resolution of the two observations above insofar as they affect the portion selected for purchase, we consider that you may proceed with the acquisition of Plot A, Plot B or both.

We recommend that you defer any token, booking, advance or other purchase payment until the supporting records have been reviewed and the two matters identified above have been satisfactorily resolved.

The final sale deed should contain a separate, accurate schedule for each portion purchased, record the applicable access rights over the intervening road and identify any borewell or water-use rights intended to pass. The conveyance should distinguish the land purchased outright from the road-access and water-use rights accompanying it, and state the consideration by reference to the agreed, verified purchase extent. The existing road gift should not be assumed, without correlation, to establish ownership or public road status of the newly depicted central strip.

Both present owners should join in conveying the interest being purchased. Examination of the available originals and an updated EC through the transaction date should form part of completion.

This is a document-based title opinion. The historical records expressly identified as unexamined remain outside independent confirmation. Field measurement, physical possession and residential subdivision or development permission have not been independently verified. In particular, documentary ownership should not be treated as confirmation of permission to develop the land as residential plots.

6. Principal documents examined

Document	Particulars
Document No. 424/1968	Earlier acquisition deed dated 04.03.1968; furnished handwritten scan
Settlement No. 1258/1993	Settlement by [REDACTED] in favour of [REDACTED], dated 08.04.1993
Rectification No. 4406/1993	Correction of the settlement's survey reference; executed 29.12.1993, registered 31.12.1993
Sale Deed No. 2800/2011	Conveyance of the larger holding to [REDACTED], dated 04.03.2011
Power of Attorney No. 989/2012, Book IV	Authority in favour of [REDACTED], dated 20.11.2012
Gift Deed No. 2567/2022	Six layout-road strips; executed 17.02.2022, registered 23.02.2022
Agreement No. 13062/2023	Agreement between [REDACTED] and [REDACTED], dated 26.09.2023

Principal documents examined continued

Document	Particulars
Cancellation No. 6019/2026	Bilateral cancellation of that agreement, dated 20.05.2026
Sale Deed No. 6050/2026	Acquisition by [REDACTED] and [REDACTED]; furnished in two scans
Encumbrance Certificate dated 07.10.2026	Coverage from 01.01.1975 to 06.10.2026
Patta No. 906 and integrated land records	Revenue records concerning the larger holding
Parcel and layout sketches	Furnished parent-parcel and NRK Avenue drawings
Client-supplied division drawing	Identification of proposed Plot A, Plot B and the intervening road

The 1969 family arrangement, death and heirship records and Power of Attorney No. 1546/2008 are discussed as references contained in the later conveyance, rather than as separately examined instruments. Other transactions identified through the EC are described on that basis. Patta No. 4120 concerns S.F. No. [REDACTED] and is not relied upon as title evidence for this acquisition.

For Aadhan Law Associates



Advocate
17.10.2026