

DIFFERENCE IN MEASUREMENT IN ORIGINAL DEED AND PATTa

A client approached me to draft a sale deed. Upon examining the original title document, I found that the property's total area, as mentioned in the registered sale deed, is **2400 sq. ft.** However, the client later obtained a **Patta**—issued five years after the sale deed—which cites the measurement as **2600 sq. ft.**

Now, the client wants to sell the property to another buyer, who insists that the sale deed should reflect the measurement mentioned in the Patta. The key question is: **Can I mention the measurement from the Patta (2600 sq. ft.) in the sale deed, as the buyer insists on the Patta measurement?**

Legally, the sale deed must reflect the measurement stated in the original registered title document (**2400 sq. ft.**) since the Patta is only a revenue record and does not confer ownership. The additional **200 sq. ft.** falls under government poramboke land and cannot be included in the transaction without proper authorization.

The **2600 sq. ft. in the Patta can be separately explained** in a declaration or indemnity clause, clarifying that the additional 200 sq. ft. is government poramboke land and not part of the sale transaction.

Indemnity Clause:

*"The Vendor hereby declares that the property being sold herein is as per the original registered sale deed bearing Document No. [●] dated [●], measuring **2400 square feet**. The Vendor further declares that while the Patta issued by the Revenue Authorities reflects a measurement of **2600 square feet**, the additional **200 square feet** pertains to government poramboke land, which is not part of this sale transaction. The Vendor makes no claim or representation regarding ownership over the said additional area. The Purchaser acknowledges this fact and agrees that if any disputes, claims, objections, or proceedings arise in the future concerning the additional **200 square feet** of poramboke land, the Purchaser shall have no claim against the Vendor. The Purchaser shall indemnify and hold the Vendor harmless from any legal consequences, liabilities, or claims arising from the occupation or usage of the said **200 square feet** of poramboke land."

For any property sale, **it is always advisable to rely on the registered title document to avoid future legal complications.** What are your thoughts on this?"**

Contact for online property legal consultation

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