

DEED OF CONVEYANCE

(For conversion of Leasehold land/Flat / building to Freehold Land/Flat/ building)

This conveyance is made on this.....day of.....(month) two thousand Twenty(2024) **BETWEEN** the Governor of West Bengal, hereinafter called “The Vendor” (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the **One Part**

AND

Shri/Smt. _____ wife/son/daughter/widow of Shri _____ aged about _____ years, residing at _____ P.S. _____ District _____ PIN No _____ hereinafter called “The Vendee/Vendees”(which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, administrator(s), representative and permitted assignees) of the **Other Part.**

WHEREAS the plot of Schedule Land measuring aboutcottah,.....Chittak..... was allotted by the Govt. of West Ben to(name of the allottee) and Lease Deed has been executed on(date of Execution) by and between the between the Governor of the state represented through Department of Urban Development and Municipal affairs with and duly registered on _____ in the office of D.R/ADSR/ ARA Kolkata which has been recorded in Book No. _____ Volume No. _____ at page _____ to _____, being Deed No..... in the year of(hereinafter

referred to as the said Principle Lease Deed) of schedule property/ plot/ building lying and situated at (details of land /flat to be incorporated) subject to the limitation, terms and conditions mentioned therein for the purpose erect of house building/commercial/ e.t.c for a period of 999 years.

AND WHEREAS the possession has been handed over to one.....(since deceased in case of death) vide possession certificate no.....dated.....

AND WHEREAS (proper history of the Plot of Land/ Building/ flat to be incorporated in this clause)

AND WHEREAS, it was under active consideration of the State Government to introduce a scheme for allowing the conversion of leasehold land parcels into freehold for the convenience of lessees on option basis on payment of conversion fee determined on the basis of plot size, type of plot and current market price of the land parcel, from willing lessees/mutated lessees.

AND WHEREAS, the State Government, hereby introduced West Bengal Land Conversion (Leasehold land to Freehold) Scheme, 2022, and in pursuance of such scheme the Govt. of West Bengal issued a Gazette notification vide no 1902- UDMA-24011(15)/52/2023 GENL SEC dated 17th day of November,2023, the, details of which has been mentioned in the said Scheme.

AND WHEREAS representing that the said Lease is still valid and subsisting and the said Vendee/Vendees applied to the Vendor to purchase reversionary right, title and interest of the Vendor in the said demised property leased out to **him/her/them** under the said Lease Deed to the extent of its permanent, transferable and heritable rights and the Vendor has agreed to sell such right, title and interest of the said demised property

subject to payment of applicable fees and the terms and conditions appearing hereinafter.

AND WHEREAS Govt. of West Bengal through Deptt of Urban Development and Municipal affairs, after receiving the consideration amount and other applicable charges for conversation lease hold to free hold in terms of the Gazette notification vide no 1902- UDMA-24011(15)/52/2023 GENL SEC dated 17th day of N ovember,2023 and after satisfying himself issued a Conversion Certificate for Lease Hold to Free Hold , subject to the terms and condition mentioned therein.

OR (IN CASE OF CO-OPERATIVE HOUSING SOCIETY)

AND WHEREAS representing that the said Lease is still valid and subsisting and the said Vendee applied to the Vendor through the concerned Co-operative Housing Society/with the NOC issued by the concerned Co-operative Housing **Society** to purchase reversionary right, title and interest of the Vendor in the said demised property leased out to him/her/them under the said Lease Deed to the extent of its permanent, transferable and heritable rights and the Vendor has agreed to sell such right, title and interest of the said demised property subject to the terms and conditions appearing hereinafter.

OR (In case of Industrial plot/ Institutional plots and the plots of Mix use)

ND WHEREAS by virtue of Gazette notification vide no 1902- UDMA-24011(15)/52/2023 GENL SEC dated 17th day of N ovember,2023, stating inter alia that Industrial plots, Institutional plots and the plots of Mix use shall come under the purview of lease hold to free hold scheme, this Deptt. of UD&MA (N. R Cell/ Land manager Office) has issued a Conversion Certificate for Lease Hold to Free Hold , subject to the terms and condition mentioned therein.

NOW THIS INDENTURE WITNESS THAT in consideration of the sum of Rs. (Rupees) paid as conversion fees before the execution hereof the receipt where of the Vendor hereby admit and acknowledges and issued a Conversion Certificate subject to the intimation mentioned hereinafter the Vendor both hereby grants, conveys, sells, releases and transfers, assigns and assures unto the aforesaid Vendee/Vendees the permanent, transferable and heritable rights in respect of the demised land situated at Plot No. in (details of land /flat to be incorporated) (hereinafter referred to as the said property) more fully described in the schedule hereunder TO HAVE AND TO HOLD the same unto the Vendee/Vendees with permanent heritable and transferable rights, SUBJECT to the exceptions, reservations, covenants and conditions hereafter contained, that is to say, as follows;-

1. The Vendee/Vendees will have only the exclusive surface rights over the said property.
2. The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Vendor its agents and workmen, to enter upon all or any part of the property to search for, win, make merchantable, and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Vendor and to lay down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the Vendee/Vendees for damage done unto him thereby subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of said property and to all public rights or easement affecting the same.

3. That notwithstanding execution of this deed, use of the property in contravention of the provisions of Land Use and Development Control Plan (LUDCP)/Master plan/ development plan / lay out plan shall not be deemed to have been condoned in any manner and the Planning Authority/ Development Authority shall be entitled to take appropriate action for contravention of relevant provisions in this regard or any other law for the time being in force.
4. The Vendee/Vendees shall comply with the building, drainage and other bye-laws of the appropriate Municipal or other authorities for the time being in force.
5. The Vendee/Vendees shall comply with the West Bengal Building Rules, rules relating to Solid Waste Management, Plastic Waste Management, e-Waste Management, Construction and Demolition Waste Management, Hazardous Waste Management, Noise Pollution (Regulation and Control) etc. and the respective bye-laws of the appropriate Municipal or other authorities for the time being in force.
6. The Vendee/Vendees shall comply with the various State policies/guidelines with regard to the aforesaid matters including the matters relating to drainage, swage, drinking waters, control of mosquito breeding, public health, environmental norms etc. issued from time to time by the appropriate authorities.
7. If it is discovered at any stage that this Deed has been obtained by suppression of any factor by any misstatement, misrepresentation or fraud, then this Deed shall become void at the option of the Vendor, who shall have the right to cancel this Deed and forfeit the consideration paid by the Vendee/Vendees. The decision of the Vendor in this regard shall be final and binding upon the Vendee/Vendees and shall not be called in question in any proceedings.
8. The Vendee/Vendees shall not commit any act of waste on the said property so as to render it unfit for the purpose of being used as house-site.

9. It is further declared that as a result of this Conveyance Deed, present Vendee/Vendees from the date mentioned hereafter will become owner of the said property with permanent, transferable and heritable rights and the Conveyance Deed for lease of the land earlier executed with the Vendee/Vendees on behalf of the Vendor both hereby releases the Vendee/Vendees from all liability in respect of the covenants and conditions contained in the said Lease Deed required to be observed by the Vendee/Vendees of the said demised property.
10. It is also further declared that if any loan, mortgage, charge or any other liabilities has been incurred upon the said plot of land as Lessee/Lessees before execution of this Deed upon exercising the option for conversion from Leasehold land to Freehold land and execution of this Deed of Conveyance, the aforesaid liabilities will be borne by the Vendee/Vendees.
11. The Vendee/Vendees shall not change the Land Use as change of Land use is not permissible.
12. The stamp duty and registration charges, upon this instrument shall be borne by the Vendee/Vendees.
13. That the VENDOR do hereby covenants and assures that the Vendee/Vendees is entitled to have mutation of his name in all public records, local body in this respect.
14. This transfer shall be deemed to have come into force with effect from the date of execution of this Deed.

IN WITNESS WHEREOF the parties hereunto have, hereunto set his/her/their sighed in this present day, month and year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that peace and parcel of land measuring about..... To be the same little more or less/ at plot no., Sector_____, Block _____, Salt Lake City, Kolkata_____, P.S within the District of North 24 Pargans, which has butted and bounded by;

On the North:

On the South:

On the East:

On the West:

Sign and Seal of the Vendor

Signature of the Vendee

Witness:

1. _____

(Name, Signature and address of witness).

MODEL/ SMAPLE (necessary customization may be done as per need)

2. _____

(Name, Signature and address of witness).