

**MODEL**

**DEED OF CONVEYANCE**

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

This conveyance made on this.....day of..... 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”(which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrator(s), representative and permitted assignees) of the Other Part.

WHEREAS by a Lease Deed dated \_\_\_\_\_ day of \_\_\_\_\_ made between the Governor or his assignee on the One Part and above “Vendee” on the Other Part and registered vide Serial No. \_\_\_\_\_ in Book No. \_\_\_\_\_ Volume No. \_\_\_\_\_ at page \_\_\_\_\_ to \_\_\_\_\_ (hereinafter referred to as the said Conveyance Deed) Plot No. \_\_\_\_\_ under Khatian No. \_\_\_\_\_ situated in the ( details of land /flat to be incorporated) \_\_\_\_\_ District \_\_\_\_\_ was demised and assured unto the said Vendee herein subject to the limitation, terms and conditions mentioned therein.

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 THEREFORE, the State Government, hereby introduced **West Bengal Land Conversion (Leasehold land to Freehold) Scheme, 2022**, for conversion of leasehold land into freehold land only in respect of residential and commercial plots except land in khatian-1 and khas land, details of which has elucidated in the subsequent chapters of the said Scheme.

AND WHEREAS representing that the said Lease is still valid and subsisting and the said Vendee applied to the Vendor to purchase reversionary right, title and interest of the Vendor in the said demised property leased out to **him/her** 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 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** 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.

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) the aforesaid representation and subject to the intimation mentioned hereinafter the Vendor both hereby grants, conveys, sells, releases and transfers, assigns and assures unto the aforesaid Vendee 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 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 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 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 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 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 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. The decision of the Vendor in this regard shall be final and binding upon the Vendee and shall not be called in question in any proceedings.

8. The Vendee 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 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 on behalf of the Vendor both hereby releases the Vendee from all liability in respect of the covenants and conditions contained in the said Lease Deed required to be observed by the Vendee 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 a Lessee before being owner 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.
11. The Vendee shall not change the Land Use as change of Land use is not permissible under the said Scheme, 2022.
12. The stamp duty and registration charges, upon this instrument shall be borne by the Vendee.
13. That the VENDOR do hereby covenants and assures that the Vendee 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 registration of this Deed.

In witness where of Shri \_\_\_\_\_ for and on behalf of and by the order and direction of the Vendor has hereunto set his hand and

Shri / Smt. \_\_\_\_\_ the purchaser, has, hereunto set his/her hand day and year first above written.

**THE SCHEDULE ABOVE REFERRED TO**

1. District \_\_\_\_\_
2. Police Station \_\_\_\_\_
3. Unit \_\_\_\_\_
4. Plot No. \_\_\_\_\_
5. Extent (Dimension and area \_\_\_\_\_)
6. Bounded by  
North:  
South:  
East:  
West:

Signed by Shri.....

For and on behalf of and by the order and direction of the Government of West Bengal (Vendor)in the presence of witness

(Name and address in full)

1. Shri/Smt. \_\_\_\_\_

(Signature of witness)

2. Shri/Smt. \_\_\_\_\_ **(Vendor)**

(Signature of witness)

In presence of witness (Name and address in full)

1. Shri. \_\_\_\_\_ **(Vendee)**

2. Shri. \_\_\_\_\_ **(Vendee)**