

MODEL DEED OF CONVEYANCE

This conveyance made on this day ofTwo Thousand and

BETWEEN

KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY (hereinafter referred to as **VENDOR**), a Statutory body constituted under the West Bengal Town and Country (Planning & Development) Act, 1979, having **PAN NO. AAALK0714F**, having its Head Office at Unnayan Bhavan , Block-DJ-11, Sector-II, Main Building, Post Office- Nirman Bhavan, Police Station- Bidhannagar (North), Salt Lake City, Kolkata- 700091, hereinafter referred to as "**VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in interest and/or assigns) of the **ONE PART**.

AND

SRI/ SMT., [PAN NO.], [AADHAR NO.], son of, aged about years, Nationality-, by faith-, residing at, Baishnabghata Patuli Township, P.S. Kolkata- hereinafter called "The Vendee" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, administrators), representative and by permitted assignees) of the **OTHER PART**.

WHEREAS by a Lease Deed dated made between the Kolkata Metropolitan Development Authority, a Statutory Body/ Authority constituted under the West Bengal Town and Country (Planning & Development) Act 1979 on the One Part with Sri/ Smt. aged years, son of, by religion, residing at, P.S. Kolkata- on the other part and registered by vide Serial No. for in Book No., Volume No. at pages to (hereinafter referred to as the said Conveyance Deed), Plot No. in category in Block at Area Development Project, measuring about decimal sq. ft. situated in the District of West Bengal was demised and assured unto the said Vendee herein subject to the limitations, terms and conditions mentioned therein. The said lease deed was executed for residential purpose only.

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The photocopy of the said original Lease Deed of is enclosed herewith and marked as Annexure

AND WHEREAS the Kolkata Metropolitan Development Authority issued possession Certificate in favour of the Lessee in respect of the said plot of land on

AND WHEREAS the Lessee also got his name mutated in the records of the Corporation in respect of the said plot of land.

AND WHEREAS the lessee had obtained the sanctioned plan from concerned Authority. The lessee had constructed a storied building on the said plot of land.

The photocopy of the said Sanctioned Plan and Site plan are enclosed herewith marked as Annexure

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 lessee 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 lessee / mutated lessee.

AND WHEREAS the State Government, 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 are elucidated in the subsequent chapters of the said Scheme.

AND WHEREAS representing that the said Lease is still valid and subsisting 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 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.

AND WHEREAS the Vendor has calculated the conversion fees amounting of Rs. (Rupees only) as per extant Govt. notification/ order.

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[Handwritten initials]

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs. (Rupees only) paid as conversion fees before the execution hereof (the receipt whereof the Vendor hereby admits and acknowledges) the aforesaid representation and subject to the intimations mentioned hereinafter. The Vendor both hereby grant, convey, sell, release and transfer, assigns and assures unto the aforesaid Vendee the permanent, transferable and heritable rights in respect of the demised land situated at Plot No. in category in Block at Area Development Project in the District of measuring about decimal (..... sq.ft.) along with the storied structure situated thereupon as 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 below:-

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 to them 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 vendor 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.

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6. The Vendee shall comply with the various State policies/ guidelines with regard to the aforesaid matters including the matters relating to drainage, sewage, drinking water, 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, the Vendee from the date mentioned hereinabove will become owners of the said property with permanent, transferable and heritable rights and the Vendee shall from this date, be released from all liabilities in respect of the covenants and conditions contained in the Conveyance Deed for lease of the land earlier executed by the Vendor with the Vendee in respect of the said demised property.
10. It is also further declared that if any loan, mortgage, charge or any other liabilities have been incurred upon the said plot of land as Lessees before becoming owners upon exercising the option for conversion from Leasehold land to Freehold land that remain live upon 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 covenant and assure 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.
15. The vendee shall be liable to pay all municipal taxes, property taxes and all other liabilities in respect of the said property including all taxes and liabilities incurred in the said property before execution of this Deed of Conveyance.
16. The vendee herein shall abide by the result of any litigation in respect of the said land and building in question.

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In witness whereof for and on behalf of by the order and direction of the Vendor has hereunto set his hand and the Vendee, has, hereunto set his hand day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

1. District :
2. Police Station :
3. Plot No :
4. Area :
5. Bounded by: -
NORTH :
SOUTH :
EAST :
WEST :

For and on behalf of and by the order and direction of the Kolkata Metropolitan Development Authority

In presence of:

WITNESSESS

1.

2.

Signature of Vendor

SIGNED AND TAKEN DELIVERY on

In presence of:

WITNESSESS:

1.

2.



Signature of Vendee

