

## SALE DEED OF BHADOHI INDUSTRIAL DEVELOPMENT

### AUTHORITY, BHADOHI

THIS INDENTURE made on ..... day of ..... BETWEEN THE BHADOHI INDUSTRIAL DEVELOPMENT AUTHORITY, BHADOHI (BIDA) a body corporate under clause (d) of section 2 of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) through its ..... (Hereinafter called the Vendor) Authorized by Office Order Number ..... Dated ..... which expression shall include their successors also of the one part and ..... (Hereinafter called the Vendee) which expression shall include their heirs, executors, successors and assigns of the second part. WHEREAS the said vendor have constructed Commercial shop .....for Commercial Purpose at ..... and now owned by the BIDA and whereas vendor are full owner of the shop with absolute power of disposal of the same.

AND WHEREAS aforesaid shop have been constructed under the COMMERCIAL SHOP or also to the person qualifying her self in on lump sum full price thereof amounting Rs. .... under the said scheme AND; WHEREAS aforesaid second party being qualified to get one of these shop have applied for the shop No. .... in whose favour the aforesaid shops was proposal of possession vide order dated ..... and possession date ..... and the vendor first party being satisfied that aforesaid second party fulfills the conditions for getting one of the aforesaid built-up shop.

AND WHEREAS the second party has paid to the vendor first party the sale price of the said shop in full amounting Rs. .... and the vendee second party now wants the requisite sale deed on the same being executed in her favour on the terms and conditions of the said Shop a copy of which has been obtained by her AND;

WHEREAS the vendee second party has further agreed to bear the entire expenses of conveyances and registration of sale deed by the vendor first party in his favour and agreed to take lease of the site of the said Shop on the usual terms and conditions of lease from the registration of sale deed and lease deed on prescribed lease rent.

WHEREAS the BIDA has sanctioned the transfer of the said Shop in favour of the vendee second party.

Any difference in amount of final calculation of the cost will be payable by either party as required. It is also made clear under this sale deed that if the cost of building

increases due to any reason, the allottee shall be bound to pay the cost of the building etc. accordingly, and in case, the allottee fails to pay the cost as above, the same shall be recoverable, as arrears of land revenue, along with interest. If any dispute arises regarding registration /allotment /possession/ development and construction etc. the decision of Chairman BIDA will be final.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. .... paid to the said vendor by the said vendee the receipt whereof the said vendor does hereby acknowledge subject to the condition of .....

for the built-up Shop the first party hereby transfer conveys and assigns unto the vendee all the here ditaments and Shop No- .....constructed on an proportionate area of more or less ..... sq. meter of the lease hold land bounded on the :-

**BOUNDARIES:-**

EAST : .....  
WEST : .....  
NORTH : .....  
SOUTH :.....

.... Shop no. .... Total covered area is ..... sqm and construction sale amount value is Rs. .... Only. As per circle rate construction value would be ..... X ..... = Rs ..... Stamp Duty is calculated on Bida Value Rs. .... which is more than circle rate value.

.....Shop no. .... Total covered area ..... and Constructed Sale amount value Rs .....Only. Paid E-stamp No. IN-..... Amount Rs ..... And Stamp Rs..... Total Rs. .... is Include in Total .....pages.

lease deed has been executed through jild number ..... on page ..... to ..... in which deed no ..... date .....

stamp duty Rs. .... has been paid on amount of land.

( ..... )  
MARKETING MANAGER  
FOR & ON BEHALF OF  
BHADOHI INDUSTRIAL DEVELOPMENT  
AUTHORITY BHADOHI

(.....)  
.....  
R/O .....,  
Mob NO – ..... OCCUPATION-  
PAN NO– ..... .AADHAR NO.....

( VENDOR )

(VENDEE)

WITNESSES:-

1- .....  
Aadhar no- ..... ----- Mob NO - .....

2- .....  
. Aadhar no- ..... ----- Mob NO - .....

Drafted by (..... )  
Typed by ( ..... )

LEASE DEED OF BHADOHI INDUSTRIAL DEVELOPMENT AUTHORITY,  
BHADOHI

LAND FOR BUILDING PURPOSES

THIS INDENTURE made on ..... day of .....  
BETWEEN THE BHADOHI INDUSTRIAL DEVELOPMENT AUTHORITY,  
BHADOHI (BIDA) a body corporate under clause (d) of section 2 of the U.P.  
Industrial Area Development Act. 1976 (U.P. Act. No. 6 of 1976) of through  
its ..... on behalf of BIDA (hereinafter called the Lessor)  
Authorized by Office Order Number Bida/karmic-1(40)/..... Dated  
..... Which expression shall include their successors also of the one  
part and .....  
..... (Hereinafter called the Lessee). Which expression shall  
include their heirs, executors, successors and assigns of the second part.  
WHEREAS under the rules relating to the disposal of the building sites in the  
..... of the second part. The Chief Executive Officer, B.I.D.A. has  
agreed on behalf of the BIDA to the plot of land hereinafter described to the  
lessee in manner hereinafter appearing and whose full cost to Rs.  
..... has since been paid to the lessor and the agreement has  
been confirmed by the BIDA.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. .... paid to the lessor towards premium in the prepaid lease rent receipt whereof is hereby acknowledged and of the lease rent hereinafter reserved and of the coveyents on the part of the lessee hereinafter contained. The BIDA do hereby demised unto the lessee all that plot of land about measurement ..... SQM in the built-up area ..... SQM. situated at ..... which plot of land is more particularly described in the schedule herein under written and with the boundaries thereof is for greater clearness delineated on the plan annexed to these presents and whereon coloured red .

AND WHEREAS the BIDA has already constructed Shop N0. ...., on the demised premises according to plan duly approved for providing Commercial facilities to person of Commercial shop and same has been allotted in favour of ..... That the BIDA demised by a lease of shop No. ...., the boundaries and area whereof specified at the foot of this lease deed in favour of and

.....  
.....Under the terms stated in this INDENTURE made this .....day of ..... between the BIDA through its Chief Executive Officer for the time being of the one part and .....hereinafter called the Lessee) of the other part.

NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereinafter specified and of the conveyents on the part of the lease hereinafter contained the BIDA do hereby lease unto the aforesaid lessee all that plot of land containing by measurement..... sqm of the builtup area ..... sq.meter situated at ....., Which said plot of land is more particularly described in the schedule hereunder together with all rights, easements and appurtenances whatsoever to the said plot of land to hold the premises hereby demised unto the said lease for the terms of 90 years from the date of possession ..... During the said term, lessee will pay all taxes and assessed charges, service charges as imposed upon the said premises hereby demised on the shop created thereon or may hereinafter be further erected by way of addition or alteration to the existing shop on the said plot provided further that it is hereby agreed that the said lessee, his/her executors, shall not assign or underlet or otherwise part with land hereby demised or any part thereof without the permission of the BIDA, Bhadohi.

PROVIDED ALWAYS it is hereby declared that if said lease rent or any part thereof shall at any time be in arrears and unpaid for the space of the one calendar month next after any of the said days whereon the same shall have become due whether the said rent shall have been lawfully demanded or not or if there shall be any breach of nonobservance by or on his/her part to be observed and performed that and in any such case it shall be lawful for the BIDA notwithstanding the waiver of any previous cause or right of re-entry to enter into or upon the said demised premises and building or any part thereof whereof whereupon the same shall remain to the use of and be vested in the BIDA and this demise shall absolutely determine. PROVIDED ALWAYS that such renewed lease shall be granted only at such enhanced rents within a

percentage or enhancement of the premises hereby demised shall contain such of the covenants provisions and conditions in these presents contained shall be applicable.

Any difference in amount of final calculation of the cost will be payable by either party as required. It is also made clear under this lease deed that if the cost of land increases due to compensation awarded by the Hon'ble court under land acquisition reference cases, the lessee shall be bound to pay the cost of the land etc. accordingly and in case, the lessee fails to pay the cost as above, the same shall be recoverable, as arrears of land revenue, along with interest. If any dispute arises regarding registration / allotment / possession / development and construction etc. the decision of Chairman BIDA will be final. PROVIDED that the lessee aforesaid shall not sub-divide part with or sub-lease the land of demised premises hereby demises to him/her.

IN WITNESS whereof the parties hereto have set their hands this day and year first above written. SHOP No. .... As shown in red Colour in the attached site plan. The area of land is..... sqm of the built up area ..... sq meter. prepaid lease rent Rs. .... for the period of 90 years is deposited by lessee paid by receipt No ..... date .....

BOUNDARIES:-

EAST : .....  
WEST : .....  
NORTH : .....  
SOUTH : .....

as per mulyankan suchi page no. 36 prarup-3 circle rate is ..... so stamp duty calculated on x.....=..... paid E-stamp No. .... Amount Rs ..... And Stamp Rs. .... Total Rs. .... is Include in Total .... pages.

( ..... )

FOR & ON BEHALF OF  
BHADOHI INDUSTRIAL DEVELOPMENT  
AUTHORITY BHADOHI

( LESSOR )

( ..... )

R/O .....  
Mob NO – ..... OCCUPATION- .....  
PAN NO– ..... AADHAR NO. ....

( LESSEE )

WITNESSES:-

1- .....  
Aadhar no- ..... Mob NO - .....

2- .....  
Aadhar no- ..... Mob NO - .....

Drafted by

( ..... )  
.....

Typed by

( ..... )

कार्यालय मुख्य कार्यपालक अधिकारी  
भदोही औद्योगिक विकास प्राधिकरण  
बीडा भदोही

(आवंटन पत्र)

पत्र संख्या: बीडा/सम्पत्ति-सात/ ( )/26/

दिनांक .....

सेवा में,

.....  
.....  
.....

विषय:- प्राधिकरण की ..... अन्तर्गत प्रथम तल दुकान संख्या ..... के आवंटन के सम्बन्ध में।

महोदय,

पर्युक्त विषय के सम्बन्ध में आपको सूचित किया जाता है कि बीडा मार्ट अन्तर्गत दुकान के आवंटन हेतु दिनांक ..... को सम्पन्न ई-आक्शन में प्रथम तल दुकान संख्या ..... (क्षेत्रफल ..... वर्ग मीटर) आपकी सर्वोच्च बोली रू0 ..... मात्र के आधार पर दुकान का आवंटन आपके पक्ष में मुख्य कार्यपालक अधिकारी महोदय द्वारा दिनांक ..... को स्वीकार कर लिया गया है। उक्त दुकान निम्नांकित नियम एवं शर्तों के अधीन आपके पक्ष में आवंटित किया जाता है :-

1 आपके द्वारा उच्चतम बोली रू0 .....के सापेक्ष पंजीकरण व आवंटन धनराशि रू0 .....प्राधिकरण कोष में जमा किया जा चुका है जिसको समायोजित करने के उपरान्त अवशेष धनराशि रू0 ..... आवंटन पत्र निर्गत होने की तिथि से एक माह के अन्दर जमा करना होगा। उक्त अवशेष धनराशि न जमा करने की स्थिति में एक वर्ष की तिमाही किस्तों में ब्याज सहित भुगतान करना होगा जिसका विवरण निम्नवत् है:-

- (1)- दुकान की अनुमानित कीमत .....
- (2)-कार्नर चार्ज 15 प्रतिशत -
- (3)-कुल धनराशि .....
- (4)- नीलामी में बोली गई अन्तिम बोली .....
- (5)- जमा पंजीकरण एवं आवंटन धनराशि .....
- (6)- अवशेष धनराशि .....
- (7)- 12 प्रतिशत ब्याज 6 माह का .....
- (8)- कुल धनराशि (6+7) .....
- (9)- प्रत्येक त्रयमासिक किस्तों की धनराशि .....
- (10)-आवंटन पत्र जारी होने की तिथि से एक माह के अन्दर प्रथम किस्त के

साथ लीज रेन्ट की धनराशि एक मुश्त जमा करना अनिवार्य हैं।

प्रथम किस्त की धनराशि रू0 ..... दिनांक ..... को।

लीज रेन्ट की धनराशि रू0 .....

द्वितीय किस्त की धनराशि रू0 ..... दिनांक ..... को।

तृतीय किस्त की धनराशि रू0 ..... दिनांक ..... को।

चतुर्थ किस्त की धनराशि रू0 ..... दिनांक ..... को।

2. निर्धारित समय-सीमा के अनुसार भुगतान न करने पर अथवा विलम्ब से भुगतान करने पर विलम्ब की अवधि के लिए 18 प्रतिशत वार्षिक दर से ब्याज देय होगा। तीन किस्त भुगतान में विरत रहने पर आवंटन स्वतः निरस्त हो जायेगा, जिसके लिए किसी पूर्व सूचना की आवश्यकता नहीं होगी।
3. दुकान के सम्पूर्ण प्रतिफल की धनराशि एवं अन्य शुल्कों का भुगतान होने के पश्चात प्राधिकरण द्वारा नियमानुसार पट्टा विलेख आपके पक्ष में सम्पादित किया जायेगा, जिसका सम्पूर्ण व्यय यथा-स्टाम्प शुल्क, लिखाई-पढ़ाई व पंजीकरण का समस्त व्यय आपको वहन करना होगा।
4. प्रतिफल की उपर्युक्त धनराशि दुकान के अनुमानित क्षेत्रफल पर आधारित है। यदि कब्जा हस्तान्तरित करते समय दुकान के क्षेत्रफल में कमी या वृद्धि होती है तो तदनुसार ही प्रतिफल की धनराशि में समानुपातिक रूप से कमी या वृद्धि स्वतः हो जायेगी और तदनुसार ही धनराशि का भुगतान करना होगा।
5. दुकान के सामने किसी प्रकार का अतिक्रमण अनुमन्य न होगा और ऐसा अतिक्रमण पाये जाने पर आवंटन निरस्त कर दिया जायेगा। निर्मित दुकान में किसी प्रकार के मादक पदार्थ का व्यवसाय सदैव प्रतिबन्धित रहेगा।
6. बीडा मार्ट की सेवाओं की देखरेख हेतु आवंटी की सोसायाटी का गठन होने तथा उन्हें सम्बन्धित सेवायें हस्तान्तरित किये जाने तक आपको प्राधिकरण के निर्देशानुसार निर्धारित दरों पर सर्विस चार्ज का भुगतान प्राधिकरण कोष में करना होगा।
- 7- दुकान के पंजीकरण/आबंटन/कब्जा हस्तान्तरण आदि के सम्बन्ध में कोई भी विवाद ज्ञानपुर स्थित सिविल न्यायालय के क्षेत्राधिकार के अधीन होगा।
- 8- निर्मित आवंटित दुकान/हाल में किसी भी प्रकार का परिवर्तन/परिवर्द्धन मुख्य कार्यपालक अधिकारी के अनुमति के बिना नहीं किया जायेगा। किसी भी तल की दुकान/हाल में पानी अथवा अन्य सुविधायें देने के लिए प्राधिकरण बाध्य नहीं है। तकनीकी अनुभाग की आख्या पर ही आवश्यक कार्यवाही की जा सकेगी।  
अतः आपसे अनुरोध है कि कृपया उपरोक्तानुसार सम्पूर्ण धनराशि निर्धारित तिथि तक प्राधिकरण कोष में जमा करने का कष्ट करें ताकि दुकान की रजिस्ट्री एवं कब्जा हस्तान्तरण के सम्बन्ध में अग्रेतर कार्यवाही की जा सके।

**भवदीय,**

(.....)  
**प्रभारी सम्पत्ति**