

(For change of Product)

AFFIDAVIT

Chief Executive Officer
Gorakhpur Industrial Development Authority (GIDA)
Gorakhpur.

I.....S/o. Sri..... Resident of
.....do hereby solemnly affirm and declare
that:

1. The deponent has been allotted Plot No.I.A/Sector..... in GIDA, District Gorakhpur.
2. The deponent want to set the project to manufacture..... in place of(Original Product) on the aforesaid plot.
3. The deponent will cover at least 30% area of the total allotted area of the plot.
4. The deponent will not discharge any liquid or gaseous effluent in excess of the quantity as envisaged for the original product.
5. The deponent will furnish N.O.C. from UP Pollution Control Board before commencement of production/operation of the unit.
6. The deponent will furnish revised provisional SSI registration/IEM to SIA within 90 days of its application.
7. The deponent will adopt Rain Water Harvesting System compulsorily in the building/factory shed on the allotment land.

Place:

Date:

Signature.....

Full Name.....

Address.....

.....

Ap. Verma
ASH

Sharma

(For Addition of Products)

AFFIDAVIT

Chief Executive Officer
Gorakhpur Industrial Development Authority (GIDA)
Gorakhpur.

I.....S/o. Sri..... Resident of
.....do hereby solemnly affirm and declare
that:

1. The deponent has been allotted Plot No.I.A/Sector..... in GIDA, District Gorakhpur.
2. The Constitution/ownership is the same as given in license/lease.
3. The deponent want to set the additional project to manufacture..... in on the aforesaid plot.
4. Additional projects item will not lead to discharge of any liquid effluent.
5. Additional project/items will not discharge any obnoxious gaseous effluent to the detriment of surrounding units.
6. The deponent will obtain NOC from pollution control Board and submit the same within 6 months or startup production whichever is earlier.
7. The deponent will furnish revised provisional SSI registration/IEM to SIA within 90 days of its application.
8. The total covered Area on the plot shall not exceed the permissible limits.

Place:

Date:

Signature.....
Full Name.....
Address.....
.....

P. V. Sharma
ARSH.

Sharma

AFFIDAVIT
Gorakhpur Industrial Development Authority(GIDA)
Sector-7 GIDA, Gorakhpur

APPLICATION FORM FOR TRANSFER OF PLOT/SHED IN INDUSTRIAL AREA
OF GIDA, GORAKHPUR

1. Name & Address of the Allottee :
2. Name of the I.A./Sector :
3. Plot /Shed No. :
4. Area of the Plot in sq. M. :
5. Date of Allotment :
6. Date of Lease Deed :
7. Date of Taking Over Possession :
8. Present Constitution alongwith Names of the Partners/Shareholders of the allottee firm/Company (Partnership Deed)/ Documents for Shareholding to be enclosed:
9. Constitution at the time of Lease Deed :
10. Date of commencing production (SSI Certificate as well all other documentary proof be enclosed) :
11. Date of obtaining Power connection :
12. Item being Manufactured :
13. Item approved by GIDA Authority :
14. Details of covered area : (a) Workshed.....
(Copy of building plan duly approved : (b) Office Block.....
by Authority/local authority be annexed : (c) Godown for Raw Material/
finished product.....

R. Kumar

Sharma

: (d) Others.....

Total:

15. Details of Machinery Installed

:
.....
.....

16. For verification of utilization of area documentary evidence should be enclosed to the satisfaction of the Authority which may include power bills, Sales Tax assessment orders, Raw material purchase bills, Sales bills ect. :

.....

17. Whether any suit is pending before any court of law involving the plot under question, if so details and present status thereof. :

.....

18. We, the original allottee(s) as per lease deed/allotment letter of the aforesaid plot hereby request GIDA to transfer the plot in favour of Mr./M/s..... for manufacturing of whom application on prescribed proforma/format together with project report and land utilization plan is enclosed. The processing fee of Rs..... through Bank draft/Challan dated..... is also enclosed. the Original allotment letter/lease deed is also surrendered herewith.

Signature of Allottee (Transferor)

Signature of Transferee (Proposed)

1.
2.
3.

1.
2.
3.

NOTE:

- (i) In case of partnership firm all the partners have to sign this application.
- (ii) In case of company limited by shares (Pvt. or Public) certified copy of resolution of the company authorising signatory to sign the application form for transfer should also be enclosed.
- (iii) This form in duplicate alongwith enclosures should be submitted to the concerned in the GIDA Authority office .

A. Verma

[Signature]

AFFIDAVIT
(Undertaking for Transfer)

Chief Executive Officer
Gorakhpur Industrial Development Authority (GIDA)
Gorakhpur.

I.....S/o. Sri..... Resident of
.....do hereby declare and certify that my
signatures as appended on the application form dated for
transfer/reconstitution of Plot No.....I.A./Sector in favour of
..... and on the Dissolution Deed
dated..... and on all the other documents submitted to GIDA
Authority, with the aforesaid application has been put by me after due
consideration and with knowledge of its consequences. I do hereby undertake
that I have no objection to the aforesaid transfer/reconstitution and shall not raise
any claim whatsoever against it in future. I further confirm that Lease Deed/
Allotment letter of plot No.I.A./Sector has also been
surrendered by me in favour of GIDA Authority, which are attached in original
with the application made for the aforesaid transfer/reconstitution.

Place:

Date:

Signature.....

Full Name.....

Address.....

.....

S. P. Verma
A.S.V.

Therun

(For Restoration of plot)

AFFIDAVIT

Chief Executive Officer
Gorakhpur Industrial Development Authority (GIDA)
Gorakhpur.

I.....S/o. Sri..... Resident of
.....do hereby solemnly affirm and declare
that:

1. Plot No.I.A/Sector..... measuring sq. M was allotted to me /us.
2. The allotment of said plot has been cancelled by the GIDA Authority vide letter No..... Dated.....
3. I/We undertake to apply for approval of building plan to the GIDA Authority within one month from the date of restoration of plot in my /our favour and start construction of building as per approved building plan immediately thereafter.
4. We further undertake to complete construction and start production in the unit within two year.
5. In case I/We do not complete construction/ start production within above stipulated period the Authority will have right to again cancel the above allotment and take back possession of the plot for which I shall not raise any dispute in any court of law.

Place:

Date:

Signature.....

Full Name.....

Address.....

.....

S. D. Verma
ASST

Sharma

HANDING OVER OF LEASE DEED OF INDUSTRIAL PLOT TO LESSEE

Shri/Smt.....
.....
.....
.....

Sir/Madam,

Please refer to your letter dated..... through which you have requested to handover the original Lease Deed of Plot No.....I.A./Sectorto you for safe custody.

In this context please find enclosed herewith the original Lease Deed of plot No..... I.A./ Sector.....for keeping it under safe custody by you with following conditions:

1. You can mortgage this plot for availing loan facilities from Bank/Financial Institution to establish unit on this plot only with prior permission of GIDA Authority.
2. In no case you shall transfer this Lease Deed to any person or Institution without prior permission of GIDA Authority.
3. In case of transfer/ surrender of plot the original Lease Deed shall have to be surrendered to the GIDA Authority.

Yours faithfully,


Encl: Original Lease Deed

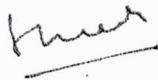
Additional Chief Executive Officer
GIDA, GORAKHPUR

ACKNOWLEDGEMENT/UNDERTAKING

I..... allottee and lessee of Industrial Plot No..... Sector..... measuring sq.M. do hereby agree and undertake that I shall not use this Lease Deed for any purpose/mortgage to any Bank/Financial Institution without prior permission of the GIDA Authority.

Signature of the Lessee.


C.P. Verma
2012



FORWARDING LETTER TO FINANCIAL INSTITUTION/BANK FOR MORTGAGE OF PLOT.

No. /Property-9/ GIDA

Dated:

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

Dear Sir,

With reference to your sanction/assurance letter no. dated.....& No..... dated..... we are forwarding herewith the original lease deed of plot No. situated at I.A/Sector- GIDA with permission to create equitable mortgage and to make use of the enclosed deed for the purpose with following stipulation:-

1. We reserve the right to call back the original lease deed in the event of any urgency and in case there arises hereinafter any reservation either on part of your Corporation/Bank or on the part of in accepting and making payment of our dues on first disbursement of the loan sanctioned to the firm or in case they fail to create the said mortgage or complete such other formalities as stipulated for release of the said loan within a reasonable period.
2. As and when the loan advance by you is fully repaid the original lease deed of plot would not be transferred to any one else without our prior consent of the GIDA Authority in writing.
3. The acceptance of the original lease deed and utilisation of it for creation of mortgage by your Corporation/Bank would confirm that you agreed to make the payment of a sum of Rs. towards balance premium of land alongwith interest falling due till date of remittance of the above amount to GIDA Authority direct from the first disbursement of the loan, on priority after creation of equitable mortgage, but not later than..... in case for going conditions and liabilities are not acceptable to your Corporation/Bank the original lease deed may kindly be returned to this GIDA Authority immediately.
4. We may further reiterate that in the event of payment as assured in your referred letter not being made by this permission to create mortgage should stand rescinded without further notice, unless otherwise extended for further period.
5. In case of any transfer, auction etc. Transfer Levy as per prevailing policy shall be payable.
6. Before taking any action as mortgagee, you will have to inform the Authority beforehand and obtain N.O.C. from the GIDA Authority, so as to recover the dues of the Authority and enforce applicability of transfer levy otherwise, any auction/transfer made as mortgagee shall not be recognised by the GIDA Authority.

We may further inform you that the above plot has been allotted the lessee after its acquisition. The land was transferred to this Authority through a proper conveyance deed by the Govt. free from encumbrances on the plot except the dues of this Authority accrued on it.

Encl: Original Lease Deed

Yours faithfully,
For Gorakhpur Industrial Development Authority

Additional Chief Executive Officer
GIDA, GORAKHPUR

No. /Property-9/ GIDA

Dated:

Copy to Sri/Smt./M/s..... for information & necessary action

Additional Chief Executive Officer
GIDA, GORAKHPUR

C.P. Verma
0854

[Handwritten signature]

Application from for Transfer of Residential Plot

Plot No.

Name of the Area:

Name of the Allottee:

Tel.No.:

GIR/PAN NO.:

Name of Proposed Transferee:

Address of Proposed Transferee:

Tel. No. :

GIR/PAN No.:

Reason of Transfer:

Signature of Transferor (Allottee)

Signature of Transferee

Signature of Witness

Name:

Address:

Signature of Witness

Name:

Address:

*C.P.V. V. S. M. S.
P.O. K.*

[Handwritten Signature]

Undertaking for Transfer of Residential Plot

AFFIDAVIT

Chief Executive Officer
Gorakhpur Industrial Development Authority (GIDA)
Gorakhpur.

I.....S/o. Sri..... Resident of
.....do hereby declare and certify that my
signatures as appended on the application form dated for transfer
of Residential Plot No.....I.A./Sector in favour of
..... and on the Dissolution Deed
dated..... and on all the other documents submitted to GIDA
Authority, with the aforesaid application has been put by me after due
consideration and with knowledge of its consequences. I do hereby undertake
that I have no objection to the aforesaid transfer and shall not raise any claim
whatsoever against it in future.

Place:

Date:

Signature.....

Full Name.....

Address.....

.....

C.P. Verma
ASST

[Handwritten Signature]

HANDING OVER OF LEASE DEED OF RESIDENTIAL PLOT TO LESSEE

Shri/Smt.....
.....
.....
.....

Sir/Madam,

Please refer to your letter dated..... vide which you have requested for releasing of original Lease Deed of residential plot NO..... Sector

In this connection please find enclosed herewith the original Lease Deed of plot No..... Housing Sector..... to you for safe custody subject to the following terms and conditions:

1. You will have to seek prior permission before applying for loan entailing mortgage of plot.
2. You will not misuse the original registered Lease Deed in any manner.
3. If the plot is transferred the Lease Deed will have to be mandatory submitted/surrendered back.

Yours faithfully,

Encl: Original Lease Deed

Additional Chief Executive Officer
GIDA, GORAKHPUR

ACKNOWLEDGEMENT/UNDERTAKING

I..... allottee and lessee of residential Plot No..... Sector..... measuring sq.M. do hereby agree and undertake that I shall not use this Lease Deed for any purpose/mortgage to any Bank/Financial Institution without prior permission of the GIDA Authority.

Signature of the Lessee.

[Handwritten signature]
C-2 V0007075
AS512

[Handwritten signature]

TRIPARTITE AGREEMENT (INDUSTRIAL PLOT)

This Tripartite Agreement made aton the day of in the year between Gorakhpur Industrial Development Authority(GIDA) having office at Sector-7 GIDA, Gorakhpur (hereinafter called 'Lessor' which expression shall, unless the context does not so admit include its successors and assigns) of the first part.

AND

....., (hereinafter called 'Lessee' which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns) of the second part, and

..... (hereinafter referred to as Sub-Lessee which expression shall, unless repugnant to the context or meaning thereof include their heirs, executors, administrators, representatives and permitted assigns) of the third part.

AND WHEREAS by virtue of the Lease Deed dated..... registered in the office of Sub-Registrar,..... Book No.Zild No..... Page No. to Sl. No..... Dated..... the Lessor has granted and the Lessee obtained lease for a term of years of Plot No..... I.A./Sector..... measuring sq. Mtrs situated within I.A./Sector-..... for setting up a unit for project Mfg. of "..... only"

AND WHEREAS the lessee has constructed a building as per approved maps on the demised plot for the purpose of manufacturing of and has requested the Lessor under Clause3 (i) of the hereinabove referred Lease Deed for allowing Sub-Letting of the Full/Part portion measuring sq. Mtrs. in favour of the sublettee I.A./Sector..... for a period..... years for the purpose of product on the demised portion of the building and the lessor has permitted the requested sub-letting vide its Letter No..... dated..... on certain terms and conditions hereinafter provided.

WHEREAS the lessee and Sub-lettee have entered into agreement dated, a copy of which is attached herewith, and accordingly sub-lettee will set up its operation as a dedicated sub-lettee of the Lessee and Lessor.

NOW THIS INDENTURE WITNESSTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES

- 1. That the of the prevailing premium rate of Industrial plot time to time per year per sq. mtrs. shall be deposited in advance to Lessor by lessee such payments shall be payable on every year in advance from the date of subletting and the liability of the payment will be on the Lessee. The subletting charges for the 1st year calculated on present prevailing premium rate of @i.e. Rs..... on Subletted area sq. Mtrs. which is equal to Rs. with 18% GST i.e. Rs. total being Rs. has been deposited in advance.

- 2., the sub-lettee will abide by the bgilateral agreement entered into between the Lessee and Sub-Lessee on, In case of any violation of the said agreement and/or upon the recommendation of the Lessee the Subletting agreement shall be cancelled.

- 3. The subletting will be for a maximum period of years only w.e.f. thereafter Lessor may renew it on request of Lessee on the terms and conditions prevailing at that time.

- 4. The subletting is being created for manufacturing of

Handwritten mark

Handwritten signature

....., only. The premises shall not be used for any other purpose except with the written permission of the Lessor.

5. The Sub-lettee shall comply with all statutory requirements/obligations during the period of subletting including those arising from the lease Deed dated..... between Lessor and Lessee, and concerning the sublettee.
6. The subletting agreement will terminate upon Lessee informing Lessor about the termination of the agreement between it and sub-lettee as mentioned above.
7. The subletting fees shall be payable in advance and the responsibility for such payment shall be of Lessee. The Lessor shall be entitled to recover all dues payable to it under the agreement from the Lessee as arrears of land revenue without prejudice to other rights under any either law for the time being in force.
8. All the construction/re-structuring shall be done by the sub-lettee only after getting approval of the lessor and Lessee and the changes made shall remain the property of the Lessee and no compensation shall be payable for the same.
9. The cost and expenses of preparation, stamping and registering this agreement or any other documents may be required under any law, and its copies and all other incidental expenses will be borne by the Sub-Lettee/Lessee including payment of stamp duty as may be payable under the relevant laws/acts, or any charges or duty or fee that may be levied by any other Authority empowered in this behalf.
10. All the constructions and acts done by Sublettee shall considered to have been done by lessee and he shall be liable for the action under the provisions of the lease against him. The Sublettee along with lessee shall be jointly responsible for obtaining power connections, electrical safety certificate, CTE and CTO of pollution, NOC and completion of Fire deptt. and any such NOC/Certificate necessary for running the unit.

It witness hereof the parties have set their hands on the day and in the year first above written.

For and on behalf of
Gorakhpur Industrial Development Authority
(Lessor)

For and on behalf of
(Lessee)

For and on behalf of
(Sublettee)

C. P. Verma
2024

[Signature]