**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**

**TRANSFER APPLICATION FORM (valid for six months)**

FOR TRANSFER OFRESIDENTIAL PLOTS/GROUP HOUSING (flats and houses allotted by AWHO, AFNHB, Builders, Co-operative Societies) /HOUSING (Flats/Houses allotted by NOIDA)/ INDUSTRIAL PLOTS & SHEDS/COMMERCIAL SHOPS & PLOTS/ INSTITUTIONAL PLOTS

**Price Rs. 100/- (Rupees One Hundred Only) Sl.No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of issue by the authorized bank \_\_\_\_\_\_\_\_\_\_**

**For downloaded forms date of deposit of**

**Rs. 100/- in the authorized bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ASSTT. GENERAL MANAGER/Dy. GENERAL MANAGER/GENERAL MANAGER,**

**NOIDA.**

I/ We/ M/s (allottee)  **[SELLER\_NAME] S/O [SELLER\_FATHER\_NAME] R/O [SELLER\_ADDRESS], NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH- 201301** (here in shall be referred to as Transferor) of **RESIDENTIAL LEASEHOLD Plot/Premises No. [PROPERTY\_ADDRESS], NOIDA DISTT. GAUTAM BUDH NAGAR(U.P), AREA MEASURING [LAND\_AREA]SQ.MTRS**. wants to transfer the above plot/premises in favour of **[BUYER\_NAME] S/o [BUYER\_FATHER\_NAME], R/o [BUYER\_ADDRESS] ,** (hereinafter shall be referred to as transferee).

Signature of the transferor(s) Signature of transferee(s)

Above Signatures are attested Above signatures are arrested

Signature, Name Designation Signature, Name Designation

and seal of Bank Officer attesting and seal of Bank Officer attesting the signature attesting the signature



Signature, Name Designation Signature, Name Designation

and seal of Bank Officer attesting and seal of Bank Officer attesting the signature attesting the signature

Note :

(I) The term allottee includes transferee/sub lessee.

(II) Signatures and Photograph of the Power of Attorney holder shall be required to be attested by the bankers, if the transfer application is submitted through General Power of Attorney Holder of the Allottee.

(III) Group Housing means flats and houses allotted by AWHO, AFNHB, Builders and Co-operative Societies. Transfer of such flats/houses shall be considered alongwith transfer of garage, if it was allotted by the respective institution alongwith the flat/house.

(IV) Transfer permission in favour of HUF shall not be allowed.

(V) In case of industrial plot/premises transfer shall be permitted only after the unit has been declared functional.

(VI) In case of industrial plot/premises project free from pollution & environment hazards shall be considered. The project should not be on the banned list of directorate of Industries, UP or Development Commissioner, Small Scale Industries and Noida. A list of projects permitted in Noida is given as ‘A’, list of restricted projects is given as ‘B’ and the list of negative projects is given as ‘C’ on website of the Authority.

(VII) The transfer charges for transfer Residential plot/flats/houses amongst the prescribed categories shall be 50% of the applicable transfer charges.

(VIII) The transfer charges for transfer of industrial plots/sheds shall be 50% of the applicable transfer charges in cases of transfer/sale of the premises by financial institution under section 29 of SFC Act. The application has to be moved by the financial institution alongwith all NOC’s required for making the transfer application.

(IX) Prevailing Transfer charges

|  |  | **For transfer application moved by the allottee amount in Rs. Per sq.mtr./% of the premium of plot/premises** | **For transfer application moved by the Regd. GPA of the allottee** |
| --- | --- | --- | --- |
| i. | RESIDENTIAL PLOTS | Sector- 14, 14A, 15A, 17&44 – Rs. 1980/- per sqm. + 5% of location charges.  Sector –15, 19, 21, 25, 26, 27, 28, 29, 30, 33, 35, 36, 37, 39, 40, 47 & 51 – Rs.1380/- + 5% of location charges.  Sector – 20, 23, 31, 34, 41, 42, 43, 46, 48, 49, 50, 52, 53, 61, 71 & 92 – Rs.1005/- + 5% of location charges.  Sector – 11, 12, 22, 55, 56, 72, 105, & 108 – Rs. 840/- per sqm. + 5% of location charges.  Remaining residential sectors – Rs. 720/- per sqm. + 5% of location charges. | Transfer within the blood relatives of registered GPA holder, 1.5 times of normal transfer charges, other than blood relatives of registered GPA holder 2 times of normal transfer charges shall be applicable. In case of General Power of Attorney is registered without agreement to sell, then a public notice in two National Dailies (one in hindi and one in english) inviting that no claim against the concerned property exists other than respective Regd. GPA holder/Transferee. |
| ii. | GROUP HOUSING | Sector- 14, 14A, 15A, 17&44 – Rs. 1980/- per sqm.  Sector –15, 19, 21, 25, 26, 27, 28, 29, 30, 33, 35, 36, 37, 39, 40, 47 & 51 – Rs.1380/-.  Sector – 20, 23, 31, 34, 41, 42, 43, 46, 48, 49, 50, 52, 53, 61, 71 & 92 – Rs.1005/-.  Sector – 11, 12, 22, 55, 56, 72, 105, & 108 – Rs. 840/- per sqm.  Remaining residential sectors – Rs. 720/- per sqm. | Transfer within the blood relatives of registered GPA holder, 1.5 times of normal transfer charges, other than blood relatives of registered GPA holder 2 times of normal transfer charges shall be applicable . In case of General Power of Attorney is registered without agreement to sell, then a public notice in two National Dailies (one in hindi and one in english) inviting that no claim against the concerned property exists other than respective Regd. GPA holder/Transferee. |
| iii. | HOUSING | Transfer charges on single storeyed houses shall be applicable as per residential plots.  Transfer charges on flats/multistorey shall be as fallows:-  Properties alloted before 1990 – 50% of the total allotment price.  Properties alloted 1991 to 2000 – 20% of the total allotment price.  Properties alloted 2001 to 2011 – 10% of the total allotment price.  Properties alloted 2011 onwards – 5% of the total allotment price.  Transfer charges for Sharmik Kunj shall be Rs. 10,000/- for each unit.  EWS Flats- Rs.30,000/-  LIG Flats- Rs.60,000/-  MIG Flats- Rs.1, 00,000/-  HIG Flats- Rs.1,50,000/- | Transfer within the blood relatives of registered GPA holder, 1.5 times of normal transfer charges, other than blood relatives of registered GPA holder 2 times of normal transfer charges shall be applicable . In case of General Power of Attorney is registered without agreement to sell, then a public notice in two National Dailies (one in hindi and one in english) inviting that no claim against the concerned property exists other than respective Regd. GPA holder/Transferee. |
| iv. | INDUSTRIAL PLOTS/ SHEDS | Transfer within the blood relatives of registered GPA holder, 1.5 times of normal transfer charges, other than blood relatives of registered GPA holder 2 times of normal transfer charges shall be applicable  Phase-I   | Before 4000 Sqm.  Above 4001-20000 sqm.  Above 20001-60000 sqm.  60001 to above | Reserve price  Rs. 18865/- per sqm.  Rs. 17415/- per sqm.  Rs. 15965/- per sqm.  Rs. 14515/- per sqm. | | --- | --- |   Phase-II   | Before 4000 Sqm.  Above 4001-20000 sqm.  Above 20001-60000 sqm.  60001 to above | Reserve price  Rs. 6715/- per sqm.  Rs. 6045/- per sqm.  Rs. 5805/- per sqm.  Rs. 5565/- per sqm.  For IT/ITES Rs. 7300/- | | --- | --- |   Phase-III   | Before 4000 Sqm.  Above 4001-20000 sqm.  Above 20001-60000 sqm.  60001 to above | Reserve price  Rs. 6955/- per sqm.  Rs. 6655/- per sqm.  Rs. 6530/- per sqm.  Rs. 6410/- per sqm.  For IT/ITES Rs. 8060/- | | --- | --- |   Transfer Charges payable for non-functional unit 10% of reserve price and functional unit 8% of reserve price.  FOR INDUSTRIAL FACILITY PLOTS – Transfer charges would be payable 1.5 time of normal rate.  Payment deposit challan (in original) for deposit of processing fees of Rs. 5000/- | Transfer within the blood relatives of registered GPA holder, 1.5 times of normal transfer charges, other than blood relatives of registered GPA holder 2 times of normal transfer charges shall be applicable. In case of General Power of Attorney is registered without agreement to sell, then a public notice in two National Dailies (one in hindi and one in english) inviting that no claim against the concerned property exists other than respective Regd. GPA holder/Transferee. |
| v. | COMMERCIAL SHOPS/ PLOTS | The cases, where cancellation has been effected, are not eligible for transfer.  The transferee undertakes to put to use the plot/shop for the original permissble use only.  The lessee, shall pay transfer charges prevailing at the time of transfer. All the terms and conditions of allotment, transfer permission and lease deed/ brochure shall be applicable.  The transfer shall be as per policy prevailing on the date of transfer application. However, at present the rate of transfer charges as fallows :-  Upto first five years Rs. 1500/- per sq.mt. or 10% of the premium whichever is higher.  For sixth year Rs. 1700/- per sq.mt. or 10% of the premium whichever is higher.  For seventh year Rs. 1900/- per sq.mt. or 10% of the premium whichever is higher.  For eighth year Rs. 2100/- per sq.mt. or 10% of the premium whichever is higher.  For ninth year Rs. 2300/- per sq.mt. or 10% of the premium whichever is higher.  For tenth year Rs. 2500/- per sq.mt. or 10% of the premium whichever is higher.  For eleventh year Rs. 2600/- per sq.mt. or 10% of the premium whichever is higher.  For twelth year Rs. 2700/- per sq.mt. or 10% of the premium whichever is higher.  For thirteenth year Rs. 2800/- per sq.mt. or 10% of the premium whichever is higher.  For fourteenth year Rs. 2900/- per sq.mt. or 10% of the premium whichever is higher.  For fifteenth year Rs. 3000/- per sq.mt. or 10% of the premium whichever is higher.  For sixteenth year Rs. 3300/- per sq.mt. or 10% of the premium whichever is higher.  For seventeenth year Rs. 3630/- per sq.mt. or 10% of the premium whichever is higher.  Thereafter, the transfer charges shall be applicable with an annual increase of 10% of the transfer charges last thus fixed, provided further that the rate of transfer charges may be modified by Chief Executive Officer, NOIDA or any officer from time to time and the same shall be binding on the lessee/sub-lessee.  Charges for first agreement to sell. Thereafter transfer charges shall be increased @50% of the normal transfer to sell.  On grant of transfer permission transferee shall be required to execute lease deed/transfer deed as the case may be.  Transfer on power of attorney basis will be subject to directions received from Govt. of U.P. from time to time.  Once transfer is approved and transfer memorandum is issuued, all the assets and or liabilities against the commercial property(ies) would pass on the transferee.  Lease rent will be charged @ prevailing at the time of transfer subject to enhancement as envissaged in lease deed/ transfer deed/transfer memorandum. However, delayed payments in this regard are subject to payment of interest as per rules of the Aauthority prevailing from time to time.  In case of transfer of even partial rights of the Minor, orders of the District Judge are required regarding the protection of interest of Minor.  Transfer of cpmmercial properties by original allottee/transferee in blood relation i.e. in favour of father/mother/husband/wife/son/daughter and vise – versa would be allowed without charges, subject to payment of transfer processing of Rs. 1,000/-.  Transfer charges once deposited will not be refunded/adjusted even in case transfer does not materialise due to dispute between the parties/or withdrawal of transfer application by the transferor with the consent of transferee(s). **TRANSFER OF PLOT/BUILDING**  **THEREON**  In case of builders plot, no transfer charges shall be applicable if built up space of commercial plot is tranferred during the 2 years from the date of completion. In case of other commercial plots, no transfer charges shall be payable, if part built up space is transferred within a stipulated time of construction. The lessee will be permitted to transfer built-up space on the fulfilment of the following conditions:-   1. The lessee has made full payment of the plot premium, interest, lease rent for the entire period of lease as it is realisable in terms of policy of the lessor in this regard and interest, if any, due thereon 2. The lease deed has been executed. 3. The lessee has obtained building completion certificate. 4. The sub-lesse undertakes to put to use the premises for the original permissible use only. The lessee,shall also execute a sub-lease deed between lessor, lessee and proposed transferee(Sub-lessee). The lessee/sublessee shall also ensure adherence to the building regulations and directions. All the terms and conditions of allotment and lease deed shall be applicable and binding on sub-lessee.   Thereafter transfer charges shall be payable period on pro-rata basis as applicable. The purchaser shall also require to pay pro-rata lease rent as applicable. The sub lease shall be required to make the built up space functional with in one year from the date of sub lease and submit sufficient documents to the Authority in proof thereof. Thereafter extension charges shall be payable, as applicable  10% of current allotment price with location charges. | Commercial properties are allowed to be tranferred on power of attorney basis with the following conditions:-  Thansfer application received on the basis of certified copy of Registered power of attorney only shall be entertained.  It shall be the sole responsibility of intending transferee to ensure authenticity and validity of such power of attorney.  The power of attorney holder shall be required to submit affidavit on the prescribed performa in support of authenticity and validity of power attorney. The intending purchaser shall also submit and indemnity bond on prescribed performa in support thereof.  In addition original allotment letter/possession cerificate/legal documents i.e. licence agreement/HPTA/lease deed/transfer deed for the property under transfer, shall also be required alonwith the transfer application.  These documents shall be returned to transferee alongwith permission for transfer, if granted, under registered post or in person.  Cerified copy of an agreement to sell duly registered or notarised shall also be required in favour of intending transferee. Transfer charges shall be one and hialf times(1.50) of the normal transfer charges for first agreement to sell. Thereafter Transfer charges shall be increased @ 50% of the normal transfer charges for every subsequent agreement to sell.  On grant of transfer permission transferee shall be required to execute lease deed/transfer deed as the case may be.  Transfer on power of attorney basis will be subject to directions received from Govt. of U.P from time to time. In case of general power of attorney is registered without agreement to sell, then a public notice in two national dailies (one in Hindi and one in English) inviting that no claim against the concerned property exists other than respective Regd.GPA holder/ Transferee. |
| vi. | INSTITUTIONAL |  | Transfer within the blood relatives of registered GPA holder, 1.5 times of normal transfer charges, other than blood relatives of registered GPA holder 2 times of normal transfer charges shall be applicable . In case of General Power of Attorney is registered without agreement to sell, then a public notice in two National Dailies (one in hindi and one in english) inviting that no claim against the concerned property exists other than respective Regd. GPA holder/Transferee. |

**Requirements/Enclosures for transfer of plot/premises on request of the allottee**

1. Payment deposit challan (in original) for deposit of processing fees of Rs. 1000/- and transfer charges ‘as applicable’ in one of the authorised banks.
2. Joint affidavit by the transferor and transferee in the prescribed format on non-judicial stamp paper of Rs. 20/- duly notarised.
3. Affidavit by the transferee in the prescribed format about his satisfaction towards non encumbrance on the plot/premises.
4. No dues Certificate issued by the concerned Account Officer.
5. No dues certificate issued by the Project Engineer (Jal).
6. Copy of the project report if transfer permission is for Industrial/Institutional plot/premises.
7. No Objection Certificate issued by GM (DIC) Noida and No Dues Certificate issued by UPPCL (Power Corporation) shall also be required for transfer of industrial plot/premises.
8. Copy of Occupancy Certificate/Completion Certificate issued by Building Cell for transfer of Residential plots/Functional Certificate for transfer of Industrial/ Commercial/Institutional plot/premises.

OR

Copy of the extension letter valid upto the date of transfer issued by the concerned department(Other than Industrial Properties.).

1. If the plot/premises is mortgaged then a No Objection Certificate for permitting transfer to be issued by the financial institution shall also be required.
2. No Objection Certificate from the respective cooperative society for transfer of residential plots allotted to the members of cooperative societies.
3. No Objection Certificate from AWHO, AFNHB, Builders, Co-operative Societies for the flats/ houses allotted by the respective institution.

**Requirements/Enclosures for transfer of plot/premises on request of the**

**General Power of Attorney of the allottee.**

In addition to the above requirement/enclosures the following shall also be required:

1. Certified copy of the General Power of Attorney given by the allottee for transfer of the plot/premises.
2. An indemnity bond by the transferee in the prescribed format.
3. An affidavit by the transferee about legal validity of the GPA on the prescribed format.
4. A copy of the registered agreement to sell in favour of the transferee.
5. In absence of registered agreement to sell, a public notice, as per the language provided by the Authority, in two national dailies. Full pages of the newspapers carrying the public notice shall required to be submitted.

**If the transferor/transferee is a partnership firm/Pvt. Ltd. Co./Ltd. Co./Regd. Society/Trust in addition to the above the following documents shall also be required:**

1. A certified copy of the partnership deed of transferee, copy of form A & B (certificates issued by Registrar of firms),
2. An Authority letter or Power of Attorney to purchase the plot/premises is required if transfer application is not signed by all partners.
3. An Authority letter or Power of Attorney of the transferor firm shall also be required if transfer application is not signed by all partners.
4. A certified copy of the resolution passed by board of directors of the transferor company/society/trust to sell the plot/premises and of the transferee company/society/trust to purchase the plot/premises. Both resolutions shall be in favour of the authorised signatory to sell/purchase the plot/premises.
5. Memorandum and article of association of the company/Memorandum of the society/trust of the transferee.
6. In case of company list of shareholders and list of directors duly certified by Chartered Accountant/list of executive members of the society/list of trustees in case of society/trust.
7. Attested photograph and signatures of all directors/society executive members and trustees.

The following shall fall into the prescribed categories:

1. Bonafide Sole Proprietor/Partner(s)/Director(s)/Regular Employees of bonafide functional industrial units who are operational on the land leased by NOIDA/NEPZ (Category : NOIDA-IND)
2. Bonafide Sole Proprietor/Partner(s)/Director(s) of the bonafide functional commercial establishment, established on land/premises allotted by NOIDA, exclusively & specifically for this purpose only. (Category : NOIDA-COMM).
3. Bonafide Managing Trustees/Regular Employees of functional institutional which are operational on land/premises leased by NOIDA, exclusively for this purpose. (Category : NOIDA-INSTT).
4. Bonafide eligible villager who was a KHATEDAR/SAHKHATEDAR of the land which has been acquired for the development of NOIDA and who has received compensation of acquired land and there is no litigation pending (Category : NOIDA-VIL).
5. Regular employees of the Authority or regular employees of the Authority. (Category : NOIDA-EMP).

Joint affidavit on non-judicial stamp paper of Rs. 20/- from transferor(s) and transferee (s) duly notarized.

**NEW OKHLA INDSUTRIAL DEVELOPMENT AUTHORITY**

**I [SELLER\_NAME] S/O [SELLER\_FATHER\_NAME] R/O [SELLER\_ADDRESS], NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH- 201301 TRANSFEROR OF** **Plot/Premises No. [PROPERTY\_ADDRESS], NOIDA DISTT. GAUTAM BUDH NAGAR(U.P), AREA MEASURING [LAND\_AREA] SQ.MTRS**.

AND

**I** **[BUYER\_NAME] S/o [BUYER\_FATHER\_NAME], R/o [BUYER\_ADDRESS]** ,transferee for the above stated plot/premises do hereby solemnly affirm and declare jointly on oath as under in respect of **Plot/Premises No. [PROPERTY\_ADDRESS], NOIDA DISTT. GAUTAM BUDH NAGAR(U.P), AREA MEASURING [LAND\_AREA] SQ.MTRS.**

1. That the transferor and transferee are bonafide citizen of India and are competent to contract.
2. That the deponents understand that the said plot/premises is transferable on payment of transfer charges, as applicable, to the Authority.
3. That the deponents undertake to abide by the rules, regulations terms and conditions and directions of the New Okhla Industrial Development Authority (NOIDA) as applicable from time to time.
4. That the transfer of rights, interest, payments, assets, liabilities, title etc. respect to the property are limited to the extent vested in the Transferor.
5. (i) That the dues in respect of above said plot/premises have been cleared and No Dues Certificate, issued by the concerned Accounts Officer is enclosed.

(ii) That the dues in respect of usages charges/no usages charges, as applicable, have been cleared and a no dues certificate issued by the Account Officer (Jal) has been enclosed.

1. That the transferor has established the unit/enterprise on the above stated premises and a copy of the functional certificate issued by the Authority is enclosed.(applicable for transfer of Industrial/Institutional/Commercial plot/premises)

That the transferor has obtained Occupancy certificate/completion certification issued by the Authority (applicable for transfer of Residential plot/premises)

OR

That the transferor has obtained valid extension upto the date of transfer and a copy of the extension letter issued by the Authority is enclosed.

(Not applicable for transfer of Group Housing/Housing)

1. That the above property has neither been mortgaged nor offered as collateral security to any institution and is free from all encumbrances.
2. That the deponents have ensured that there is no unauthorized construction and/or use in the property.
3. (i) The transferor, his/her spouse and/or dependent children and/or his/her/their Industrial/Commercial/Institutional unit established in NOIDA had not obtained any residential plot/premises (i.e. including the property for which this transfer application is being submitted) by way of direct allotment from the Authority and he/she/they, their spouse and/or dependent children and/or his/her/their Industrial/Commercial/ Institutional unit would not apply for allotment of any residential plot/premises under any allotment scheme of the Authority and not take possession of any residential plot/premises in any pending scheme(s) or any future scheme of the Authority but may acquire one or more residential plot/house/flat in NOIDA through transfer from open market.

(ii) That the transferor his spouse/dependent children is/are not a member of any cooperative housing society nor will become member of any cooperative housing society operating in notified area of NOIDA.

(iii) That the transferor understand(s) that in case of any breach of any to he terms and conditions, the Authority shall take action as it may deem fit.

(iv) That the transferor is applying for transfer of the plot/premises under the terms of allotment/Lease deed/Lease-cum-sale-deed/transfer deed executed on ………………. (applicable for transfer of residential plot/flat/houses)

1. (i) That the transferee shall pay to the Authority all outstanding dues along with interest as applicable.

(ii) That the outstanding premium/ lease rent /interest and all other dues against the plot/premises shall constitute the first charge against the plot/premises.

1. (i) That the deponents understands that the receipt of the transfer application and charges by the Authority are purely provisional and does not provide/constitute any right to either party for claiming grant of Transfer Permission by the Authority. The Authority reserves the right to decide the case on merit and is free to reject a request for transfer without assigning any reason.

(ii) In the event of such rejection the transfer charges deposited, if any, shall be refunded to the transferor. No interest, however, shall be payable on the deposits so made.

(iii) If transfer does not materialize due to withdrawal of the transfer application by mutual consent of the transferor and transferee then transfer charges will not be refunded/adjusted even if transfer application is withdrawn. In case of dispute between the transferor and transferee, permission for withdrawal of transfer application shall be granted with orders of the competent court.

(iv) The transferee shall not transfer his/her/their rights without prior approval of the Authority in writing which the Authority may refuse without assigning any reason or allow on such terms and conditions as it may deem fit.

(v) The transfer of plot/premises is an act between the transferor and transferee and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of transferee(s) and Noida would remain indemnified against the same.

1. (i) That in the event of transfer being permitted by the Authority the deponents shall have to execute a transfer deed and thereafter shall be entitled to lease hold rights for the remaining period of 90 years from the date of execution of original legal documents or taking over possession of the plot/premises, whichever is earlier.

(ii) The transfer deed shall be executed within 90 days from the date of issue of transfer memorandum. The transfer deed must, inter alia, incorporate the various terms and conditions mentioned in the transfer memorandum. The final mutation will be made in the name of the transferee after receipt of the certified copy of the transfer deed and its acceptance by the Authority. This transfer deed shall be required to be submitted with the Authority within one month from the date of its execution. In case of failure to execute lease-Cum-Sale Deed/Transfer Deed (as the case may be) by the Transferee would invite payment of penalty as applicable from time to time.

(iii) The transferee shall be given one year for making the industrial unit/commercial establishment/institution functional from the date of issue of the transfer memorandum. The transferee of residential plot shall be required to obtain extension on payment of prescribed extension charges to raise construction/ obtain occupancy/completion certificate.

1. That the lease rent/ground rent of the subject property shall be revised and shall be payable as indicated by the Authority in transfer permission letter. The revised lease rent/ground rent may be enhanced after every 10 years from the date of execution of the original lease deed/legal documents subject to the condition that the same shall not exceed 50% of the lease/ground rent last thus fixed. (in case of commercial plot/shop lease rent shall not be revised, however, provision of enhancement as per terms of lease deed shall be applicable.
2. That the deponents understand that notwithstanding any request/instruction of either party the payment made by the either party shall be first adjusted towards the interest due and premium/cost of the property and thereafter the same shall be appropriated towards the annual lease/ground rent.
3. That the transferee shall put the plot/premises in use exclusively for the authorized purpose and shall not use it for any purpose other than the allotted/leased.
4. The lease rent/ground/rent of the aforesaid property shall be applicable as indicated in the transfer memorandum.
5. The transferee shall put the commercial property/plot/shop in use for which it has been allotted.
6. The deponents understand that the Chief Executive Officer of the Authority shall have every right to amend or after the terms and conditions as deemed fit from time to time and such amendments/modifications shall be final and binding on them.
7. The transferor and transferee agree that in the event of transfer being obtained through misrepresentation/suppression or fact or in case of any breach/violation of terms and conditions of the brochure of the Scheme/ HPTA/Licence Agreement/Lease Deed/Transfer Deed and the terms and conditions stated here is this affidavit, the Authority shall be free to take action as deemed fit and exercise its right for cancellation of allotment/lease hold rights including forfeiture of the deposited amount.
8. The deponent shall be bound by the provisions of U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and the rules and regulations made and/or directions issued there under and enacted/amended from time to time.
9. The deponent undertakes that the dispute, if any, with regards to approval of transfer of property and or otherwise shall be subject to the Courts Jurisdiction of High Court Allahabad/Civil Court Ghaziabad/ Gautam Budh Nagar.

DEPONENT DEPONENT

(TRANSFEROR) (TRANSFEREE)

**VERIFICATION**

We the above deponents do hereby verify that the contents and declarations made in the affidavit are true to the best or our respective knowledge and belief and nothing has been canceled.

DEPONENT DEPONENT

(TRANSFEROR) (TRANSFEREE)

NOTE:- Affidavit is to be given on non-judicial stamp paper of Rs.20/- and duly notarized by Notary Public.

**TO BE SUBMITTED BY TRANSFEREE**

**(ON NON JUDICIAL STAMP PAPER OF RS. 10/- DULY NOTARISED)**

**AFFIDAVIT**

**I , [BUYER\_NAME] S/o [BUYER\_FATHER\_NAME], R/o [BUYER\_ADDRESS]**

, hereby solemnly affirm and state on oath as under:-

1. That the deponent is transferee of **Plot/Premises No. [PROPERTY\_ADDRESS], NOIDA DISTT. GAUTAM BUDH NAGAR(U.P), AREA MEASURING [LAND\_AREA]SQ.MTRS**.
2. That  **[SELLER\_NAME] S/O [SELLER\_FATHER\_NAME] R/O [SELLER\_ADDRESS], NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH- 201301 TRANSFEROR OF** **Plot/Premises No. [PROPERTY\_ADDRESS], NOIDA DISTT. GAUTAM BUDH NAGAR(U.P), AREA MEASURING [LAND\_AREA]SQ.MTRS**.
3. That the deponent has satisfied himself that the said plot/premises are without any encumbrance.
4. That the deponent has received/shall receive from the transferor all original documents such as allotment letter, possession letter, lease deed, transfer memorandum, transfer deed, no dues certificate, extension letter/occupancy/completion certificate/functional certification, payment deposit challans, etc. pertaining to the above stated plot/premises.

DEPONENT

VERIFICATION

I, the above named deponent do hereby verify that the above contents from para 1 to 4 are true and correct to the best of my knowledge and no part of this is false and nothing has been concealed therein.

DEPONENT