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भारतीय गैर न्यायिक


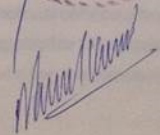
बीस रुपये  Rs.20

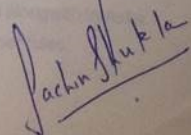
रु.20  TWENTY RUPEES

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH 00AA 308978

This stamp paper Attached with
 Affidavit shop No - ~~30~~ 40 Block
 L-93 sector - 11 Noida (U.P.)



 Deponent Ist


 Deponent IInd

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

I/We/M/s NAVAL KUMAR S/o, W/o, D/o Shri Kedar Nath
 R/o BH-20 DDA Muzic
 transferor of commercial property/shop No/Plot No. 40 Block L-93
 Sector 21 Noida, measuringsq. mtrs.

AND

Sri/Smt./Km./Ms. Sachin Shukla S/o, W/o, D/o Shri Sampat Nand Shukla
 R/o C-1/2 Lodhi Garden, New Delhi - 3

transferee of the above stated commercial plot/shop do hereby solemnly affirm and declare jointly on oath as
 under in respect of commercial property/plot/shop no. 40 Block L-93
 Sector 11 Noida, measuringsq. 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 shop/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. to the Transferee in respect of the property are limited to the extent vested in the Transferor.
5. That the dues in respect of above said commercial plot/shop have been cleared and No Dues Certificate, issued by Accounts Officer (Commercial) and Project Engineer (Jal) NOIDA are enclosed.

OR

No water connection has been taken so far against the premises/Plot no. Block.....
 Sector..... (Strike off if not applicable).

6. In case the functional certificate has been issued for the shop/premises under transfer certified copy of the functional certificate is to be enclosed. In case of plot, occupancy certificate shall also be required to be enclosed. If the shop/premises in favour of transferor, have not been declared functional, then extension charges upto the date of transfer applicable shall be required to be deposited.

In case of Transfer being allowed, the transferee shall get one year period to make the shop/premises functional. Thereafter, extension charges as per policy of the Authority shall be applicable.

OR

In case of functional certificate/occupancy certificate had not been obtained by the original allottee extension charges as applicable till the date of issue of transfer memorandum shall also be levied alongwith transfer charges. In addition the transferee shall be liable to pay further extension charges as per rules.

Sachin Shukla

That the above property has neither been mortgaged nor offered as collateral security to any in situation and is free from all encumbrances.

That the deponents have ensured that there is no unauthorised construction and or use in the property.

That the transferor and or his/her spouse and dependent children has/have not been allotted any residential plot/house/flat against the above referred commercial property/plot/shop from Noida and

OR

That the transferor has been allotted residential plot/house/flat No. Block.....

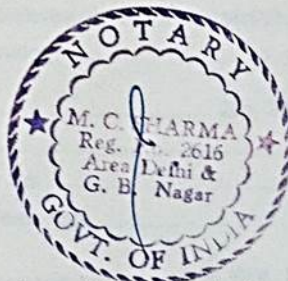
Sector..... against the above referred commercial property/plot/shop and the transferee shall not be eligible for allotment of residential plot/house/flat against the above referred commercial property/ shop/plot from NOIDA.

10. That the deponent shall pay to the Authority all outstanding dues alongwith interest as per the scheme under which commercial property/shop/plot has been allotted. In case of default, interest as per terms of allotment/brochure shall be payable for defaulted period on defaulted amount.
11. The transferee shall not transfer his/her/their right 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 may deem fit.
12. In the event of transfer being permitted by the Authority, the transferee shall execute lease deed/transfer deed in the office of Sub-Registrar, Sector-16, Noida, within 90 days from the date of issue of transfer memorandum and submit a certified copy of the same within 120 days from the date of issue of transfer memorandum, failing which penalty, prevailing at that time shall be levied.
13. If the possession of the commercial property plot/shop under transfer has been given to the transferor on HPTA/Licence basis, then in the event of such transfer being allowed, transferor shall be required to surrender the HPTA/Licence Agreement and a fresh HPTA/Licence Agreement for the remaining period out of the total period of HPTA/Licence Agreement granted to transferor shall be required to be executed. The Authority shall execute a lease deed in favour of the transferee after expiry of Licence/HPTA period.
14. The transferee shall be entitled to enjoy lease hold rights for the remaining period of 90 years, as applicable.
15. In the event of transfer being permitted by the Authority, the transferee shall have to pay transfer charges as applicable.
16. The lease rent/ground/rent of the aforesaid property shall be applicable as indicated in the transfer memorandum.
17. The transferee shall put the commercial property/plot/shop in use for which it has been allotted.
18. The deponent understands that the Chief Executive Officer of the Authority shall have every right to amend or alter the terms and conditions as deemed fit from time to time and such amendments/modifications shall be final and binding on them.
19. 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 therein in 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.

20. 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. (40)
21. 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/ Gautambudh Nagar.

[Signature]

DEPONENT
(TRANSFEROR)



VERIFICATION

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

[Signature]

DEPONENT
(TRANSFEROR)

[Signature]

DEPONENT
(TRANSFeree)

[Signature]

DEPONENT
(TRANSFeree)

ATTESTED

[Signature]
M. C. SHARMA
BSC, LL.M
Notary Public/Advocate
Gautam Budh Nagar

25 SEP 2006

NOTE:-

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