

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

I/We/M/s..... S/o, W/o, D/o.....

R/o.....

transferor of Plot/Premises No..... Block..... Sector..... Noida,
measuring..... sq. mtrs.

OR

I/We/M/s..... S/o, W/o, D/o.....

R/o.....

transferor of Plot/Premises No..... Block..... Sector..... Noida,
measuring..... sq. mtrs. on behalf of the allottee Shri/Smt./Km.

..... S/o, W/o, D/o

R/o

as registered General Power of Attorney holder, GPA registered with Sub-Registrar/Tehsildar No.

..... dated (strike off if application is not through GPA.)

AND

I/We/M/s..... S/o, W/o, D/o.....

R/o.....

transferee for the above stated plot/premises do hereby solemnly affirm and declare jointly on oath as
under in respect of Plot/Premises No. Block..... Sector..... Noida,
measuring..... sq. mtrs

1. That the transferor and transferee are bonafide citizens 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.
6. 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)

7. That the above property has neither been mortgaged nor offered as collateral security to any institution and is free from all encumbrances.
8. That the deponents have ensured that there is no unauthorized construction and/or use in the property.
9. (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 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)
10. (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.
11. (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.
12. (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.
- 13. 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.
 - 14. 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.
 - 15. 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.
 - 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 deponents understand 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 of 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.

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.
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/ Gautam Budh Nagar.

DEPONENT
(TRANSFEROR)

DEPONENT
(TRANSFeree)

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.

DEPONENT
(TRANSFEROR)

DEPONENT
(TRANSFeree)

Note: The affidavit is to be given on non-judicial stamp paper of Rs 20/- and duly notarised by a public notary.