

COST OF FORMS RS. 500/- (FIVE HUNDRED ONLY)

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

TRANSFER APPLICATION FORM

Valid for a period of Three Month from the date of issue

First Copy

To be submitted to Office on Special Duty (Property)/General Manager (Property), Greater NOIDA for obtaining transfer order.

Form Sl. No.

Date of Issue

Signature & Designation of
Issuing Authority

(Form validity is for a period of Three Months from the date of issue within which it should be submitted)

To,
The Officer on Special Duty/General Manager (Estate Management),
Greater Noida Industrial Development Authority,
Plot No. 1, Sector K.P - 4,
Greater Noida City (U.P.)
Pin Code : 201310

FOR INDIVIDUALS :-

I/we _____

R/o _____

FOR PROPRIETORSHIP FIRM :-

I, Sh. _____ S/o Shri _____

S/o, W/o _____

aged about _____ years _____ R/o _____

proprietor of M/s _____

having its office at _____

PRIVATE COMPANY / LTD. COMPANIES :-

M/s _____ (a company incorporated under
the Indian Companies Act) through its managing Director / Secretary / Duly constituted attorney

Sh. _____ S/o

aged about _____

_____ yrs. R/o _____

authorized vide resolution dated _____

Want to transfer commercial Built up Space / Plot / Shop / Kiosks No. _____,
situated in _____ Estate, at Sector _____ of Greater Noida
Area, having an area admeasuring _____ sq. mtr. in favour of
Shri / Smt. / Km. (Transferee) _____
S/o, W/o, D/o Shri _____
R/o _____

I/We hereby undertake that the said Plot/Shop/Kiosk has been allotted to me/us and I/We are legal
owner of the said Plot/Shop/Kiosk. Under freewill and with full consciousness. I/We are submitting
this application of Transfer and forgo all the rights on the said property including the revocation of
this transfer.

Signature of Transferor(s)
Full Name & Address

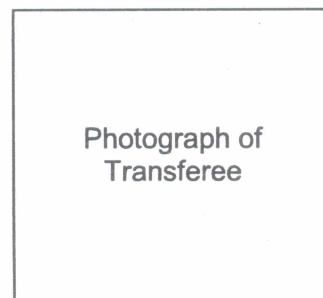
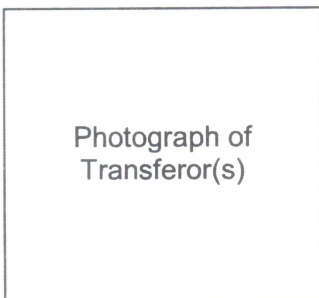
The Transferor(s) and Transferee(s) have read and understood the terms and conditions for
transfer of Built Up Space/Plot/Shop/Kiosks as enumerated hereinafter (to be submitted in the
requisite stamp paper separately) and undertake to abide by the same and accordingly apply for
transfer of above stated Built Up Space / Plot / Shop / Kiosk.

Signature of Transferor(s)
Above signature attested

Signature of Transferee(s)
Above signature attested

(Signature, Name, Designation
and seal of the Gazatted Officer/
Banker attesting the signature)

(Signature, Name, Designation
and Seal of the Gazatted Officer/
Banker attesting the signature)



LIST OF ENCLOSURES :-

1. Processing fee of Rs. 1000/- (Rupees one thousand) Non refundable / non-adjustable in the shape of Accounts Payee Demand Draft / Pay Order No. _____
Dated _____ in favour of 'Greater Noida Industrial Development Authority' payable on _____ bank of Noida/Delhi/New Delhi.
2. Bank draft No. _____ dated _____ payable at _____ amounting to Rs. _____ in favour of Greater Noida Industrial Development Authority on account of transfer charges (calculated as per the method and formula mentioned hereinafter).
3. No Dues Certificate no. _____ dated _____ issued by the Manager / Gr. 1 / Manager Gr. II (property).
4. Certified copy of upto date extension of time period for construction issue by property section / occupancy certificate issued by Building cell Greater Noida (For transfer of towards only).
5. Joint affidavit from Transferor(s) and proposed Transferee(s) duly notarized.
6. Agenda and minutes of the board and / or the Authorization to sign the transfer paper in case of company etc.
7. Authorization of the partners on notaries affidavit to sign the transfer form in case of partnership firm.
8. In case the transfer property in question is a Kiosk, then the transferee shall have to submit. Either or the two paper :
 - (i) Villager category, proof of land acquisition by the Authority, or
 - (ii) An allottee of the residential plot category, copy of the lease deed of not more than 120/100 sq. mtr. of plot in the Authority Area.
9. Documentary proof of one condition fulfilling the specific eligibility criteria by one transferor, in case one said property was allotted to the transferor by only fulfilling the specific eligibility criteria, like for the example.
10. Enclose documentary proof of extension of time for execution of lees deed, completion of construction and occupancy certificate, functional certificate.

TRANSFER CHARGES FOR PLOT/SHOP/KIOSKS :-

In Case of Commercial Plot :

In cases where the Authority has specifically allowed in the scheme, to book/sale/transfer of built up shop who transfer charges shall be levied on the first such sales/transfer of built up shops but on subsequent sales/transfer of built up space transfer charges shall be levied as per rate determined / calculated hereinafter

In case of other Commercial Property like, Shops, Kiosks Etc.

In cases where the authority has allotted commercial Built-up space/plot/shops/kiosks for self use, the transfer if allowed by the authority shall be subject to transfer charges as determined / calculated hereunder :

Principle governing determination / calculation of transfer charges :-

The specific reserve price for built-up space/plots/kiosks at the time of transfer will be arrived at by increasing the specific reserve price at the time of allotment in the same ratio by which the general reserve price in the year of transfer has increased vis-a-vis the general price in the year of allotment. Transfer charges shall be levied at 10% of the specific reserve price so arrived.

Formula : To Calculate Transfer Charges, which will be 10% of 'A'

$$A = (B \times C) / D$$

A = Specific reserve price per sqm. of the built up space/plot/shop/kiosk in question at the time of transfer.

B = Specific reserve price per sqm. of the built p space/plot/shop/kiosk in question at the time of allotment.

C = General price per sqm. of commercial plots in the year of transfer s approved by board.

D = General price per sqm. of commercial plots in the year of allotment as approved.

(The above rates can be verified from the office of GNIDA)

Note :

1. The transfer charges shall be levied as applicable at the time of grant of transfer permission.
2. The rate of transfer charges, sector rate and rate of location benefit charges can be revised at any time without any notice.

DEFICIT EXTENSION CHARGES (Difference in the amount of extension charges payable as per prevailing sector rate minus extension charges paid by the transferor) for the remaining extension period to be enjoyed by the transferee shall be payable in cases where occupancy certificate has not been issued. For calculation of the deficit extension charges, minimum period of one month shall be taken into consideration.

CAUTION

Several cases have been reported to the Authority where the transferors have revoked the power of Attorneys executed in the past and/or reported that the transfer papers are forged and have disputed the transfer of respective plot/shop/kiosks Prospective Transferees are advised to ensure that the transferor has signed the papers in his/her presence and must obtain the transfer permission at the earliest.

To be filled on Stamp Paper of Rs. 20/-

AFFIDAVIT FOR TRANSFER OF COMMERCIAL PLOT/SHOP/KIOSKS IN GREATER NOIDA

Terms and Condition of Transfer

We, Shri, Smt. / Km. _____ (Name of Transferor)

S/o, W/o, D/o Shri _____

and Shri / Smt./ Km. _____ (Name of Transferee)

S/o, W/o, D/o Shri _____

R/o _____

do hereby solemnly affirm and declare jointly on oath as under in respect of Built up space / commercial Plot / Shop / Kiosks bearing No. _____ of, Estate of sector _____ Greater Noida, District Gautam Budh Nagar (U.P.).

1. That the Transferor and Transferee are bonafide citizens of India are competent to contract.
2. That the deponents understand that receipt of the transfer request and charges by the Authority are purely provisional and do not provide / constitute any right to deponents 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 request for transfer without assigning any reason. In the event of such rejection, the transfer charges deposited shall be refunded. No interest, however, shall be payable on the deposits so made.
3. That the Deponents undertake to abide by the rules, regulations, terms, conditions and directions etc. of the Greater Noida Industrial Development Authority as applicable from time to time.
4. That the transfer of rights, interests, payments, assets liabilities, title etc. to be Transferee in respect of above property are limited to the extent vested in the Transferor.
5. That the dues in respect of above said Built up space/Commercial Plot/Shop/Kiosks has been cleared till the date of deposit of transfer documents in the Greater Noida Industrial Development Authority and **"NO DUES CERTIFICATE"** issued by the component authority is enclosed.
6. The transfer hereby declares that :
(Delete which ever is not applicable) :
The lease deed of the said property has been executed on date. The due date of execution of lease deed is _____ (date) (including the extended time). If the due date has expired and extension has been obtained by the transferor then attested true copy of such extension letter shall be enclosed.

(i) In case of plot :

The time period for obtaining completion and occupancy certificate is _____ years/months from the date of allotment/lease and the said period will expire on _____ (date) (including the extended time). If the above said time has been extended then the true attested copy of such extension shall be enclosed).

(ii) In case of built-up shops/Kiosks / shops :

The time period obtaining for obtaining functional certificate is _____ years / months / from the date of allotment/lease and the period will expire on _____ (Date) (including extended time). If the above said time has been extended then attested true copy of such extension shall be enclosed.

The above said information is true and the transferee hereby undertakes to abide by the same.

OR

7. That the above property has neither been mortgaged non-offered as collateral security to any institution and is free from all encumbrances.

OR

The above property is mortgaged to _____ And a certificate permitting the transfer is enclosed.

8. That the Deponents have ensured that there is no unauthorized construction and/or use in the property.
9. The deponent shall be bound by the terms and conditions of allotment/Lease deed and the terms offer of the scheme under which the said property was allotted.
10. In case of transfer property in question is a Kiosk, then the transferee should fulfill either of the conditions :

(i) Under villager category

Whose land has been acquired by the Greater Noida Authority.

(ii) Under individual residential plot holders category :

He/She should have residential plot of not more than 120/100 sq. mtr. in the Greater Noida Area and has executed the lease deed of the said plot.

11. That the transferee shall inherit all the assets, liabilities connected with the above property including liabilities on account of deviations made in the building or on account of violation of terms and conditions of lease deed/sub lease deed by the Transferor.

12. That the transferor has paid to the Authority all outstanding overdue premium, penalty along with interest and penal interest, on the date of submission of this transfer form and the transferee shall undertake to pay all the balance premium along with interest on the due dates as informed vide allotment letter / lease deed, as the case may be.
13. That the transferee shall abide by the terms and conditions of allotment and lease deed/sub lease deed executed / or to be executed in respect of above property and other terms and conditions indicated / communicated in any other subsequent letter / order or as may be indicated from time to time by the Authority and would pay all dues / lease rent / taxes penalties / local taxes etc. as per terms and conditions prescribed by the Authority from time to time.
14. That the transferee hereby agrees and undertakes to indemnify the said Greater Noida Industrial Development Authority against all claims, demand, expenses and liabilities whatsoever on account of any loss/damages, if any caused to the Authority, in the said transfer.
15. That the Transferee shall not transfer his/her 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 it may deem fit.
16. That in the vent of transfer being permitted by the Authority, the transferee shall execute transfer deed (in case lease deed has been executed by the transferor) within 90 days from the date of issued of Transfer Memorandum, and thereafter on its acceptance by the Authority. He/she shall be entitled to lease hold rights for the remaining period of 90 years from the date of execution of original lease document or possession of the BUILT UP SPACE / PLOT / SHOP / KIOSKS whichever is earlier. The Transfer Deed shall be executed between Transferor and Transferee. Transfer deed executed by transferee and anyone other than Transferor shall not be accepted.
17. That the lease rent of the subject property shall be payable by the Transferee as indicated by the Authority. The transferee also understands that the 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 rent last thus fixed.
18. That the transferee shall put the BUILT UP SPACE/SHOP/KIOSKS in the use exclusively for approved purposes and shall not use if for any purpose other than approved purpose.
19. That the deponents understand that the Chief Executive Officer/Competent 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 amendment / modification shall be binding on them.
20. That the transferor and transferee abide that in the event of transfer being obtained through misrepresentation / suppression of facts or in case of any breach / violation of any terms and conditions stated herein and in this Affidavit, the Authority shall be free to take action

as deemed fit and to exercise its rights for cancellation of allotment/lease hold right including forfeiture of deposited amount.

21. That the deponents are bound by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and the rules and regulations made and/or directions issued their under and enacted / amended from time to time.

That the deponents undertake that disputes if and with regard to approval of transfer of the property and/or otherwise shall be subject to the district court where the property is situated or in the High Court of judicature at Allahabad.

**Deponent 1
Transferor**

**Deponent 2
Transferor**

Verification :

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

**Deponent 1
Transferor**

**Deponent 2
Transferor**