

Cost of form: Rs. 500/- (Five Hundred Only)

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
Transfer Application Form

Valid for a period of Six Month for the date of issue

To be submitted to Manager (IT) Greater Noida for obtaining transfer order.

Form Sl. No.
Date of issue

Signature & Designation of
Issuing Authority

(Form validity is for a period of Six Month from the date of issue within which it should be submitted.)

To,
The Officer on Special Duty/General Manager (IT),
Greater Noida Industrial Development Authority,
169, Chitvan Estate,
Sector -Gamma,
Greater Noida City
(U.P.)
PIN CODE--201306

FOR INDIVIDUALS:-

I/We _____ S/o, W/o, D/o-----
R/o _____

FOR PROPRIETORSHIP FIRM :-

I Sh. _____ S/o Shri
_____ oi _____
S/o,W/o _____ aged about
_____ years _____ R/o
_____ proprietor of M/s. _____ having its office at

PARTNERSHIP FIRM:-

1. Sh. _____ aged about _____ Years
S/o _____ R/o _____
_____ Partner _____ 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 _____
 R/o _____

 _____ authorised vide resolution dated _____ .

Want to transfer IT/ITES (Residential/Commercial/inst.) Unit established on plot No _____ situated in _____ Sector _____ of Greater Noida Area, having an area Admeasuring _____, sq. mtr. in favour of :-

FOR INDIVIDUALS:-

I/We _____ S/o, W/o, D/o
 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 _____.

PARTNERSHIP FIRM:-

1. Sh. _____ aged about _____ Years
 S/o _____ R/o _____
 _____ Partner _____ 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 _____

R/o _____

_____ authorised vide resolution dated _____

I/We hereby undertake that the said IT/ITES (Residential/Commercial/inst.) Unit has been allotted to me/us and I/We are the legal owner of the said Unit. 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 IT/ITES (Residential/Commercial/inst.) Unit 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 unit.

Signature of Transferor (s)
Above signature attested

Signature of Transferees (s)
above signature are attested

Signature, Name, Designation
and seal of the Gazetted Officer/
Banker attesting the signature

Signature, Name, Designation
and seal of the Gazetted Officer/
Banker attesting the signature

Photograph of
Transferor

Photographs of
Transferee

LIST OF ENCLOSURES :-

1. Processing fee of Rs. 5000/- (Rupees five 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 **(Calculate amount payable as per the method and formula mentioned hereinafter).**
3. No Objection Certificate from bank/financial institution where the finance has been taken on the sub leased property (to be submitted only if applicable) .
4. Joint affidavit as per annexure "A" from Transferor (s) and proposed Transferee (s) duly notarized.
5. Agenda and minutes of the board and/or the Authorization to sign the transfer paper in case of company Etc.
6. Authorization of the partners on notaries affidavit to sign the transfer form in case of partnership firm.

TRANSFER CHARGES for Plot /Built up IT Unit:-

a) In case of Plot/IT Units(Built Up)

In case where the Authority has specifically allowed in the scheme to book/sale /Transfer of built up Space no transfer charge shall be levied on the first such sales/transfer of built up Space but on subsequent sale/Transfer of built up space the Transfer charges shall be payable@ 10% of the rate of per Sqm. Prevailing for IT Scheme at the time of submission of transfer paper.

b) In case of plot/Built up Area for commercial uses

In case where the Authority has specifically allowed in the scheme to book/sale /Transfer of built up Space no transfer charge shall be levied on the first such sales/transfer of built up Space but on subsequent sale/Transfer of built up space the Transfer charges shall be payable@ 10% of the rate of per Sqm. Prevailing for Commercial Scheme at the time of submission of transfer paper.

Note:- Apart from above transfer charges of authority imposed any cess and/or charges for metro head, then such extra charges as imposed shall be payable in all such transfer cases by the allottee.

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

AFFIDAVIT FOR TRANSFER OF IT Units IN GREATER NOIDA

TERMS AND CONDITION OF TRANSFER

We, Shri, Smt./Km. _____ (Name of
Transferor) S/o, W/o, D/o Shri

_____ R/o
_____ 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 IT
Plot/Unit bearing No. _____ of _____ Sector _____,
Greater Noida, District- Gautam Budh Nager (U.P.) :-

1. That the Transferor and Transferee are bonafide citizens of India and 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 the Transferee in respect of above property are limited to the extent vested in the Transferor.
5. That the dues in respect of above said Plot/unit 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 transferor hereby declares that:-
 - (a) The lease deed of said property has been executed on..... date and area of -----sqm with a correction /supplementary deed of lease executed on -----date registered on theZild No-----bahi no-----page no.....in the office of sub-registrar ,Gautam Budha Nagar U.P. and the lease in the name of

M/s.....
.....The lessee has obtained the Completion certificate from GNIDA vied its letter no -----dated-----The above said information is true and the transferee hereby undertakes to abide by the same.

- (b) i) That the above property has neither been mortgaged non offered as collateral security to any institution and is free form all encumbrances.

OR

ii) The above property is mortgaged toAnd a certificate permitting the transfer is enclosed.

7. That the Deponents have ensured that there is no unauthorized construction and/or use in the property.
8. The deponent shall be bound by the terms and conditions of allotment/Lease deed/Tripartite sublease deed and the terms of offer of the scheme under which the said property was allotted/leased/Subleased.
9. 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.
10. 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 vied allotment letter/ Lease deed, as the case may be.
11. That the transferee shall abide by the terms and conditions of allotment and lease deed/sub-lease deed 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.
12. That the transferee hereby agrees and undertakes to indemnify the said Greater Noida Industrial Development Authority against all claims, demands, expenses and liabilities whatsoever on account of any loss/damages, if any caused to the Authority, in the said transfer.
13. 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.
14. That in the event of transfer being permitted by the Authority, the transferee shall execute transfer deed within 90 days from the date of issue of Transfer Memorandum. **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. The Transfer Deed shall be executed between Transferor and Transferee. Transfer deed executed by transferee and anyone other than transferor shall not be accepted.

15. 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.
16. That the transferee shall put the Demised premises in the use exclusively for approved purposes and shall not use it for any purpose other than approved purpose .
17. 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.
18. That the transferor and transferee undertake and 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/Sub Lease hold right including forfeiture of deposited amount.
19. 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 there under and enacted/amended from time to time.
20. 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
Transferee

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
Transferee