

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

First Copy :To be submitted to Officer on Special Duty (**Industry**)/General Manager (**Industry**) , 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 (Industry),
Greater Noida Industrial Development Authority,
Plot No-01, Sector Knowledge Pare-IV,
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
_____ aged about _____ years
S/o,W/o _____ R/o
_____ proprietor
of M/s. _____ having its office at

PARTNERSHIP FIRM:-

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

authorized vide resolution dated _____ .

Want to transfer Industrial unit established on plot No . _____ situated in _____ Sector _____ of Greater Noida Area, having an area Admeasuring _____, sq. mtr. in favor 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 having its office 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 _____

_____ authorized vide resolution dated _____ .

I/We hereby undertake that the said Industrial plot has been allotted to me /us and I/We are the legal owner of the said Industrial plot. The said plot is declared functional by GNIDA vied its functional certificate No-----dated----- 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 Industrial 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 Industrial 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

Photo graph of Transferor

Photo of Transferee

LIST OF ENCLOSURES :-

1. Processing fee of Rs. 5000/- (Rupees on thousand) Non-refundable/non-adjustable in the shape of Accounts Payee Demand Draft/Pay Order No. _____ Dated _____ in favor 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 favor of Greater Noida Industrial Development Authority on account of transfer charges (**Calculate amount payable as per the method and formula mentioned hereinafter**).
3. No Dues Certificate no.date.issued by the Manager Gr I/Manager Gr.II (Industry)
4. Certified copy of up to date extension of time period for completion /construction issued by industrial Section of GNIDA
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. Enclose copy of certificate of completion & construction and functional certificate issued by GNIDA
9. In case transferee inclined to use the functional unit premises for production of any other product, other than already approved to the transferor then it should not fall in the negative list of industries of GNIDA and have to submit :-
 - a) A detailed project report indicating products to be manufactured , its process of manufacturing , purposed capital investment, power required etc.
 - b) No objection certificate from pollution Control Board

TRANSFER CHARGES :-

The Transfer charges shall be payable @ 10% of total value of the plot calculated on the total area allotted/leased with the rate of allotment prevailing at the time of submission of transfer paper.

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

Note:-

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

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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 either 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 INDUSTRIAL PLOT 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
Industrial Plot 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 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 lesee has obtained the functional 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 certificated 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 and the terms of offer of the scheme under which the said property was allotted/leased.
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 in 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 Industrial 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.

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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.

18. 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.

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