



Yamuna Expressway Industrial Development Authority

First Floor, Commercial Complex, Block – P-02, Sector-Omega-I
Greater Noida District – Gautam Budh Nagar

Phone : 0120-2395201, Fax No – 0120-2395150

Form No.....

Dated .../.../20...

Application for Transfer of Allotment Right to Residential Plot

Price : Rs. 100/- (Rupees One Hundred Only)

Valid For Six Month

Date of Issue By the Authorized
Bank

Signature & Designation of
Issuing Authority/Bank

To,

Deputy Chief Executive Officer
Yamuna Expressway Industrial Development Authority
First Floor, Commercial Complex,
Block-P-02, Sector-Omega-01,
Greater Noida

I/we (allottee)_____Age_____

S/o, D/o, W/o Late Sh._____

R/o_____

Email_id_____Mobile No._____

Proposed Transferor, subject to grant of permission by the Yamuna Expressway Industrial Development Authority, intends to transfer my/our allotment right in respect of Plot Number Block/Pocket.....Sector.....allotment Number.....

Allottee(Transferor)

Proposed(Transferee)

having an area.....sqm. in favour of Sh./Smt/Km_____

_____ (_____ Transferee)

S/o, D/o, W/o Late Sh. _____

Age _____ R/o _____

Email_id _____ Mobile No. _____

PART – B

The following documents are enclosed herewith:

1. Processing fee of Rs. 1000/- (Rupees One Thousand Only) Non –refundable /non adjustable in the shape of account’s payee demand draft/pay order No..... dated...../...../..... in favour of “Yamuna Expressway Industrial Development Authority” payable onbank of Noida/Greater Noida/Delhi.
2. Bank Draft No.....dated/...../..... payable at amounting to Rs..... In favour of “Yamuna Expressway Industrial Development Authority” towards transfer charges is enclosed.
3. Attested / Notarized copy of upto date extension of time period for construction, if applicable, issued by Property Section or Occupancy Certificate issued by Building Cell, Yamuna Expressway Industrial Development Authority.
4. Joint affidavit of the proposed Transferor(s) taking all responsibilities regarding any dues, dispute etc, duly notarized along with the transfer application, as per format approved by the Authority.

Allottee(Transferor)

Proposed(Transferee)

PART-C :

1. REGARDING TRANSFER CHARGES

- i. In the case of a Transfer of allotment rights of Plot in favour of father/mother/son/unmarried daughter/husband/wife, no transfer charges shall be payable. However, an affidavit in this regard shall be required to be submitted clearly specifying the relationship between the proposed transferor and proposed transferee in prescribed format.
 - ii. In the event of death of the Allottee, after the allotment but before the execution of lease deed, no transfer charges shall be payable on transfer of allotment rights in favour of legal heir(s)/successor(s) as defined by the applicable personal law. In such cases, the applicant(s) shall submit
 - (i) the certificate of his/her being the legal(heir(s)/successor(s) of deceased the plot holder
 - (ii) No objection certificate by the other legal heirs on an affidavit
 - (iii) Indemnity Bond.
 - iii. In case of transfer except for those falling in Category (i) and (ii) above, at the current sector rate transfer charges for the Residential Plots @5% of the total cost of the plot shall be payable. It is made clear that the rates of transfer charges, sector rate and rate of location charges can be revised by the CEO at any time without any notice.
2. **MERE SUBMISSION** of the application form along with the enclosures mentioned in Part – B above shall not constitute grant of permission to transfer. The transfer shall take place only upon grant of specific permission to transfer and shall be effective from the date of approval granted by the competent authority.
 3. **No application form will be processed unless** all dues payable to the Authority have been paid uptill the date of lodging of this application form. Dues, if any falling due between the date of lodging of this form and date of grant of permission, shall also have to be cleared before permission can be granted.

Allottee(Transferor)

Proposed(Transferee)

4. **Non payment of dues** after the grant of permission to transfer allotment rights may result in taking of action for cancellation of allotment in accordance with the terms and conditions as set out in the brochure of the scheme and the allotment letter dated/...../..... issued in respect of the plot which is the subject matter of this application . The proposed transferee and the proposed Transferor are advised to once again make themselves aware of the terms and condition as numerated in the brochure of the scheme and the allotment letter of the subject plot.
5. **No Extension of the time** for making payment of any dues payable to the Authority or for performing duty shall be admissible for the reason of transfer having been allowed at the request of the proposed transferor and the proposed transferee.
6. If at any time it is found/ discovered or otherwise brought to the knowledge of the Authority that permission for transfer of allotment rights has been obtained on the basis of mis-representation, fraud, coercion, concealment/suppression of facts, then the permission shall be liable to be withdrawn and further action in accordance with law shall be taken against the transferor/transferee or both, as the case may.
7. It shall be the sole responsibility of the proposed transferor and the proposed transferee either jointly or severally, to pay all government duties/charges on the incidence of transfer of allotment rights.
8. The dispute, if any, with regard to approval of transfer of allotment rights of the Property and / or otherwise in respect of the said property shall be subject to the exclusive territorial jurisdiction of the district court at Gautam Budh Nagar or the High Court of Judicature at Allahabad.

PART D : DECLARATION AND VERIFICATION

I/we (allottee)_____

S/o, D/o, W/o Late Sh._____

R/o_____

(Proposed Transferor) and Sh./Smt/Km_____

_____(Proposed Transferee)

S/o, D/o, W/o Late Sh._____

Allottee(Transferor)

Proposed(Transferee)

Age _____ R/o _____

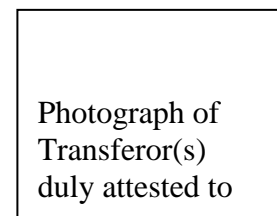
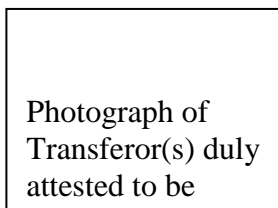
Email_id _____ Mobile No. _____

(Proposed transferee) DO HEREBY DECLARE AND VERIFY THAT:

1. We have read and understood the terms and conditions on which the Authority may grant permission to transfer the allotment rights and also agree to abide by all conditions which may be imposed while granting permission as applied by us.
2. That this declaration is being filed voluntarily by us without being forced or influenced by the third party or any one.
3. That it shall be the sole responsibility of the proposed transferor and the proposed transferee, either jointly or severally, to pay all government dues, charges on the incidence of transfer of allotment rights and to indemnify the authority in this regard.
4. All the details filed in this application form are correct and in case it is discovered /found later on that permission for transfer of allotment rights has been obtained on the basis of mis-representation, fraud, coercion, concealment/suppression of facts, then the permission shall be liable to be withdrawn and further action in accordance with law shall be taken against the APPLICANTS i.e., proposed transferor/proposed transferee or both, as the case may.

Signature of proposed transferor(s)

Signature of proposed transferee(s)



➤ **Signature and the photograph of proposed (Transferor & Transferee) are attested by Gazetted Officer/Banker attested the signature and photograph.**

Allottee(Transferor)

Proposed(Transferee)



Yamuna Expressway Industrial Development Authority

Rs. 20/- Stamp Paper

FORM OF JOINT AFFIDAVIT TO BE SUBMITTED FOR GRANT OR PERMISSION TO TRANSFER
ALLOTMENT RIGHTS OF RESIDENTIAL PLOT NUMBER BLOCK/POCKET
SECTOR.....AREA.....SQM ALLOTMENT NUMBER.....

I/we (allottee) _____

S/o, D/o, W/o Late Sh. _____

R/o _____

(Deponent No -1)

Sh./Smt/Km _____

_____ (Transferee)

S/o, D/o, W/o Late Sh. _____

Age _____ R/o _____

(Deponent No -2)

do solemnly affirm and declare jointly on oath as under :

- 1. THAT** we are submitting an application seeking permission to transfer allotment right in respect of Residential Plot Number Block/Pocket..... Sector Area.....Sqm , Allotment Number Yamuna Expressway Industrial Development Authority(**U.P**) by the deponent No.1 in favour of the deponent No.2 the signatures and the photographs thereon have been duly attested by the Banker/Gazetted Officer whose signature and seal are affixed on the said application form and the application form has also been duly signed and verified by the Deponents herein.
- 2. THAT** the deponents of this affidavit undertake to abide provisions of the UP Industrial Area Development Act. 1976 or the Rules/Regulations framed or the directions issued there under and all other terms, conditions of allotment/transfer by the Yamuna Expressway Industrial Development Authority as per applicable or as may be enacted or amended from time to time.

Allottee(Transferor)

Proposed(Transferee)

3. **THAT** the proposed transferee undertakes to pay all dues falling due after the date of grant of permission or as may be demanded by Authority from time to time in future.
4. **THAT** the proposed transferee undertakes to abide by all the terms and conditions of the Brochure of the Scheme, the allotment letter and the lease deed to be executed in respect of the above said Residential Plot.
5. **THAT** the deponents clearly accepts that the Chief Executive Officer/Competent Officer of the Authority shall have every right to amend or alter the terms and conditions of allotment as deemed fit from time to time and such amendment / modifications shall be binding on them.
6. **THAT** the transferor and transferee agree that in the event of transfer being found/discovered to have been obtained on the basis of **mis-representation, fraud coercion, concealment/ suppression of facts**, or in case of any breach/violation of any terms and conditions of transfer which may be allowed or for non-payment of the dues payable to be authority, the Authority shall be free to take such action as it may deem fit including the right to cancel the permission which may be granted or cancel the allotment / lease deed or / and forfeiture of deposited amount.
7. **THAT** it shall be the sole responsibility of DEPONENTS either jointly or severally, to pay, all the government dues on the incidence of transfer of allotment rights.
8. **THAT** the DEPONENTS have read and understood the terms and conditions on which the Authority may grant permission to transfer the allotment rights and also agree to abide by all conditions which may be imposed while granting permission as applied by a third party.
9. **THAT** this declaration is being filed voluntarily by us without in any manner being coerced or influenced by a third party.
10. **THAT** in the event it is later on discovered / found that permission for transfer of allotment rights have been obtained by the deponents on the basis of **mis-representation, fraud coercion, concealment/ suppression of facts**, then the permission shall be liable to be withdrawn and further action in accordance with law shall be taken against the APPLICANTS i.e, proposed Transferor / proposed Transferee or both, as the case may.

DEPONENT – 1

Transferor

DEPONENT – 2

Proposed Transferee



Yamuna Expressway Industrial Development Authority

Verification:

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

DEPONENT – 1

Transferor

DEPONENT – 2

Proposed Transferee

Date :

Place :

Note :- Photo ID proof any one of the following documents(self attested photocopy) may be submitted : (i) Driving License, (ii) Passport, (iii) Voter's I-card, (iv) Pan Card, (v) I-Card issued by the Government and PSU.

रु0 100/- के स्टाम्प पेपर पर प्रस्तावित अंतरिकी (Proposed Transferee) द्वारा लिया जाने वाला शपथ पत्र / प्रति भूपत्र (Indemnity Bond) का प्रारूप

समक्ष - विशेषकार्याधिकारी / उप मुख्य कार्यपालक अधिकारी (सम्पति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
जिला गौतमबुद्ध नगर

शपथ पत्र ओर से पुत्र / पुत्री /पत्नी श्री..... निवासी

निम्न आधारों पर प्रस्तुत है कि :-

1. में उपरोक्त शपथकर्ता / कर्ती सशपथ निम्न कथन करता / करती हूँ कि मेरा उपरोक्त नाम व पता सब सच व सही है।
2. यह है कि मुझ शपथकर्ता / कर्ती का एक आवासीय भूखण्ड योजना – 2009 (1) के अर्न्तगत भूखण्ड संख्या ब्लॉक / पाकेट क्षेत्रफल वर्गमीटर सैक्टर..... आवंटन संख्या दिनांक /...../..... को श्री/ श्रीमति पुत्र / पुत्री /पत्नी श्री..... निवासी

से खरीदा है। यदि ट्रांसफर के बाद आवंटी व किसी अन्य का अथवा देय की बावत भविष्य में कोई विवाद उत्पन्न होता है उसकी जिम्मेदारी मुझ शपथ कर्ता / कर्ती की होगी। प्राधिकरण / योजना प्रभारी / योजना सहायक की कोई जिम्मेदारी नहीं होगी तथा उक्त भूखण्ड का हस्तांतरण किया जाना आवश्यक है।

3. यह है कि भूखण्ड पर कोई ऋण / मोर्टगेज पाया जाता है तो उसकी पूर्ण जिम्मेदारी मेरी होगी।
4. यह है कि प्राधिकरण के समस्त देय (किस्ते , ब्याज , लीजरेन्ट चार्ज आदि) की देयता मेरी होगी।
5. यह है कि उक्त भूखण्ड का हस्तांतरण मेरे नाम पर किया जाना न्यायहित में आवश्यक है।
6. यह है कि आवंटन पत्र में दी गयी समस्त शर्तें मुझे स्वीकार है और भविष्य में मेरे द्वारा उन सभी शर्तों का पालन किया जायेगा।
7. यह है कि शपथ पत्र की धारा 1 ता 6 मेरे निजी ज्ञान में सब सच व सही है। कोई तथ्य छिपाया गया नहीं है। ईश्वर मेरा साक्षी है।

दिनांक
स्थान

हस्ताक्षर शपथ कर्ता / शपथकर्ता

रू0 10/- के स्टाम्प पेपर पर प्रस्तावित अंतरिकी (Proposed Transferee) द्वारा लिया जाने वाला शपथ पत्र का प्रारूप

समक्ष - विशेषकार्याधिकारी / उप मुख्य कार्यपालक अधिकारी (सम्पत्ति)

यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

जिला गौतमबुद्ध नगर

शपथ पत्र ओर से पुत्र / पुत्री /पत्नी श्री..... निवासी

निम्न आधारों पर प्रस्तुत है कि :-

1. में उपरोक्त शपथकर्ता / कर्ती सशपथ निम्न कथन करता / करती हूँ कि मेरा उपरोक्त नाम व पता सब सच व सही है।
2. यह है कि मुझ शपथकर्ता / कर्ती का एक आवासीय भूखण्ड योजना – 2009 (1) के अर्न्तगत भूखण्ड संख्या ब्लॉक / पाकेट क्षेत्रफल वर्गमीटर सैक्टर..... आंवटन संख्या दिनांक /...../..... को श्री/ श्रीमति पुत्र / पुत्री /पत्नी श्री..... निवासी

से खरीदा है। यदि ट्रांसफर के बाद आवंटी व किसी अन्य का अथवा देय की बावत भविष्य में कोई विवाद उत्पन्न होता है उसकी जिम्मेदारी मुझ शपथ कर्ता / कर्ती की होगी। प्राधिकरण / योजना प्रभारी / योजना सहायक की कोई जिम्मेदारी नहीं होगी तथा उक्त भूखण्ड का हस्तांतरण किया जाना आवश्यक है।

1. यह है कि भूखण्ड पर कोई ऋण / मोर्टगिज पाया जाता है तो उसकी पूर्ण जिम्मेदारी मेरी होगी।
2. यह है कि उक्त भूखण्ड का हस्तांतरण मेरे नाम पर किया जाना न्यायहित में आवश्यक है।
3. यह है कि शपथ पत्र की धारा 1 ता 4 मेरे निजी ज्ञान में सब सच व सही है। कोई तथ्य छिपाया गया नहीं है। ईश्वर मेरा साक्षी है।

दिनांक

स्थान

हस्ताक्षर शपथ कर्ता / शपथकर्ता

रु0 10/- के स्टाम्प पेपर पर प्रस्तावित अंतरंक (Transferor) द्वारा लिया जाने वाला शपथ पत्र का प्रारूप

समक्ष - विशेषकार्याधिकारी / उप मुख्य कार्यपालक अधिकारी (सम्पत्ति)

यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

जिला गौतमबुद्ध नगर

शपथ पत्र ओर से पुत्र / पुत्री /पत्नी श्री..... निवासी

1. मैं उपरोक्त शपथकर्ता / कर्ती सशपथ निम्न कथन करता / करती हूँ कि मेरा उपरोक्त नाम व पता सब सच व सही है।
- 2। यह है कि शपथकर्ता / कर्ती के पक्ष में यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण द्वारा आवासीय भूखण्ड योजना – 2009 (1) के अर्न्तगत भूखण्ड संख्या ब्लॉक / पाकेट क्षेत्रफल वर्गमीटर सैक्टर..... आवंटन संख्या दिनांक /...../..... को आवंटित किया गया था। जिसकी एग्रीमेन्ट टू लीज मेरे द्वारा दिनांक /...../..... को स्थित गौतमबुद्ध नगर में वही नम्बर जिल्द नम्बर पेज नम्बर दस्तावेज नम्बर दिनांक /...../..... को पजीकृत है।
3. यह है कि मुझ शपथकर्ता ने उक्त एग्रीमेन्ट टू लीज यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण के पक्ष में सरेन्डर कर दिया है। जिसकी मूल प्रति सलंगन कर रहा हूँ।
4. यह है कि उक्त भूखण्ड मेरे द्वारा हस्तांतरण पत्र में दिये गये आंतरिकी के पक्ष में हस्तांतरण करने हेतु आवेदन किया है। मेरे द्वारा उक्त भूखण्ड उक्त आंतरिकी के अतिरिक्त किसी अन्य के पक्ष में हस्तांतरण नहीं किया गया है तथा ना ही किसी न्यायालय मे भूखण्ड के वावत कोई वाद दायर है।
5. यह है कि शपथ पत्र की धारा 1 ता 4 मेरे निजी ज्ञान में सब सच व सही है। कोई तथ्य छिपाया गया नहीं है। ईश्वर मेरा साक्षी है।

दिनांक

स्थान

हस्ताक्षर शपथ कर्ता / शपथकर्ता

SURRENDER FOR AGGREEMENT TO LEASE

This Surrender of Lease Deed is made and executed on this ____ day of _____, 201 by and between _____ S/o

R/o _____
_____ Hereinafter called the Lessee.

AND

Yamuna Expressway Industrial Development Authority a body corporate constituted under the provisions of Utter Pradesh Industrial Area Development Act 1976 and having its at A-1, First Floor Commercial Complex, Block-P-2, Sector- Omega-I, Greater Noida Distt. Gautam Budh Nagar, Uttar Pradesh (hereinafter called the 'Lessor' which expression shall, unless the context mean and include its successors, assigns.

WHEREAS Lessee is the allottee/transferee of a Plot No_____, Sector_____, Area _____ Sq. Mtrs, situated in Gautam Budh Nagar duly allotted by Yamuna Expressway Industrial Development Authority vide its Allotment Letter No._____ dated-_____ hereinafter referred as the PROPERTY.

WHEREAS a Lease Deed in respect of said property was executed in favour of allottee by the Yamuna Expressway Industrial Development Authority and the same was registered in the office of Sub Registrar Gautam Budh Nagar vide Bahi No.____ Jild No._____ on pages No_____ to _____ vide Document No _____ dated/...../201.

Due to some circumstances the YEIDA is unable to give the possession to the allottee.

Now through this Surrender of Lease Deed both the parties has agreed to surrender of the Lease Deed, regarding the above mentioned property.

The Lessee and Lessor covenants the upon execution of this Cancellation/Surrender of Lease Deed, the powers given by the Lessor to the Lessee through above Lease Deed has been cancelled.

IN WITNESSES WHEREOF we have signed this Cancellation/Surrender of Lease Deed at Gautam Budh Nagar on the day and year above mentioned in presence of following witnesses.

WITNESSES

1. _____ Lessor

2. _____ Lessee