

**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**

**Application for Transfer of Allotment Rights of Residential Plot**

To,

Dy.Chief Executive Officer.  
Yamuna Expressway Industrial Development Authority  
A-1, 1<sup>st</sup> Floor, Commercial Complex,  
Sector-Beta-II, Greater Noida.

**PART A**

I/We \_\_\_\_\_ Age \_\_\_\_\_ Name(s) S/o,W/o,D/o, \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_, (Proposed Transferor, Subject to grant of permission by the  
Yamuna Expressway Industrial Development Authority, intends to transfer my / our  
Allotment rights in respect of Plot No. \_\_\_\_\_ Block \_\_\_\_\_ Sector \_\_\_\_\_  
having an area of \_\_\_\_\_ sq. mtr. in FAVOUR OF Shri/Smt./Km. (proposed Transferee)  
\_\_\_\_\_ Age \_\_\_\_\_ S/o, W/o, D/o  
\_\_\_\_\_ R/o \_\_\_\_\_

I.D. Proof (See note below) \_\_\_\_\_

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**Note:** Photo I.D 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.

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**PART B**

**The following are also enclosed :**

1. Processing fee of Rs. 1,000/- (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 on \_\_\_\_\_ Branch of Noida/Greater Noida/Delhi (to be deposited through challan in bank).

2. Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ payable at \_\_\_\_\_ amounting to Rs. \_\_\_\_\_ in favour of Yamuna Expressway Industrial Development Authority towards transfer charges (to be deposited through challan in bank) is enclosed.

1. Attested / Notarized copy of upto date extension of time period for construction, if applicable, issued by Property Section/Occupancy Certificate issued by Building Cell, Yamuna Expressway Industrial Development Authority ( for transfer of Plots only)

2. Joint affidavit of the proposed Transferor(s) taking all responsibilities regarding any dues, dispute etc. duly notarized along with the transfer application form, as per format approved by the Authority.

## **PART C : CAUTION**

### **1. REGARDING TRANSFER CHARGES:**

(a) In the case of a Transfer of Allotment rights of Plot in favour of father/mother/ son / unmarried daughter/husband/wife's 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 the format as may be prescribed by the Authority.

(b) 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 the incidence of Transfer of allotment rights in favour of legal heir (s)/successor(s) as defined by the applicable personal law. In such cases in place of the signatures of the Transferor, the applicant(s) shall submit **(i)** the certificate of his / her being the legal heir (s) / successors (s) of the plot holder; **(ii)** No objection by the remaining legal heirs on an Affidavit to the effect that each one of them have No objection to the transfer of the plot being made in favour of the Applicant and to the legal heir(s) submitting the No. objection affidavit **(iii)** and indemnity Bond.

(c) In case of every transfer except for those falling in Category (a) and (b) above , Transfer Charges for the residential plots at present are @ 2.5% of the total cost of the plot to be calculated at the rates as specified by the Authority on the date of grant of permission to transfer. It is made clear that the proposed Transferor and the proposed Transferee understands that the rate of transfer charges, sector rate and rate of location benefit charges can be revise at any time without any notice.

2. **MERE SUBMISSION** of this 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 effect from the date of approval granted by the competent authority in this regard.

3. **No application form will be processed unless** all dues payable to the Authority on any account whatsoever 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.

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 TRANSFERREE AND THE PROPOSED TRANSFEROR ARE ADVISED TO ONCE AGAIN MAKE THEMSELVES AWARE OF 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 any of any other 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 any time it is found/ discovered of otherwise brought to the knowledge of the Authority that permission for transfer of allotment rights been obtained on the basis of **misrepresentation, 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 by whatever**

**name called on the incidence of transfer of allotment rights** and to hold the Authority harmless in this regard.

8. It is agreed that dispute, if any, with regard to approval of transfer 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 GAUTAMBUDH NAGAR or the High Court of Judicature at Allahabad.

**PART D: DECLARATION AND VERIFICATION**

I/We

(Name(s))

S/o,

W/o,

D/o,

R/o

Proposed Transferor and Shri/Smt./Km.

Age \_\_\_\_\_ S/o, W/o, D/o

R/o

\_\_\_\_\_ (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 application is being filed voluntarily by us without in any manner being forced or influenced by a third party or any one else.
3. That it shall be the sole responsibility of the proposed transferor and the proposed transferee, either jointly or severally, to pay all government duties, charges by whatever name called on the incidence of transfer of allotment rights and to hold the Authority harmless in this regard.
4. nothing filled in this application form is false or incorrect and in case it is later on discovered / found that permission for transfer of allotment rights have been obtained by us 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)

Photograph of the  
proposed Transferor(s)  
duly attested to be  
affixed here

Photograph of the  
proposed  
Transferee(s) duly  
attested to be affixed  
here

**Signature and the photograph of  
proposed transferor is Attested**

**Signature and the Photograph of the  
the proposed transferee is Attested**

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

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

**FORM OF JOINT AFFIDAVIT TO BE SUBMITTED FOR GRANT OF PERMISSION TO TRANSFER ALLOTMENT RIGHTS OF RESIDENTIAL PLOT NO\_\_\_\_,Sector-----Area-----Sqm. IN YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY.**

I/We,Shri / Smt./ Km \_\_\_\_\_  
Name(s) of the proposed Transfer) S/oW/o,D/o, Shri \_\_\_\_\_ Age about \_\_\_\_\_ years R/o, \_\_\_\_\_ (DEPONENT NO1)

and

I son of / D/o W/o Shri/ Smt./ Km. \_\_\_\_\_(Name of proposed Transferee) S/o,W/o, D/o, Shri \_\_\_\_\_ Age about \_\_\_\_\_ years \_\_\_\_\_ 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 rights in respect of Residential Plot No. \_\_\_\_\_ Block ..... Sector.....,Area\_\_\_\_Sqm. 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, 1976or the Rules/Regulations framed or the directions issued thereunder 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.
3. **THAT** the proposed transferee undertakes to pay all the 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 through basis **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 the 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 the DEPONENTS either jointly or severally, to pay, all the government duties, charges by whatever name called on the incidence of transfer of allotment rights and to hold the Authority harmless in this regard.

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 application 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  
Proposed Transferor

Deponent 2  
Proposed Transferee

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 that nothing stated herein is false and that nothing has been concealed.

Date:

Deponent 1  
Proposed Transferor

Place:

Deponent 2  
Proposed Transferee

## 2 प्रतिशत मूल्य के स्टाम्प पेपर पर

### भूखण्ड के आवंटन अधिकारों का अंतरण-प्रपत्र

यह अन्तरण पत्र आज दिनांक..... को प्रथम पक्ष श्री ..... पुत्र/पत्नि श्री/ श्रीमति.....  
.....निवासी.....

तथा

द्वितीय पक्ष श्री ..... पुत्र/पत्नि श्री/ श्रीमति.....निवासी.....

के मध्य निम्न आधारों पर निष्पादित किया जाता है:-

1. यह कि प्रथम पक्ष को यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण की आवासीय भूखण्ड योजना 2009 (1) के अन्तर्गत भूखण्ड संख्या.....क्षेत्रफल.....वर्गमी0, सैक्टर....., आवंटन संख्या .....दिनांक .....को आवंटित है।
2. यह कि द्वितीय पक्ष उक्त भूखण्ड के आवंटन अधिकारों का अंतरण अपने पक्ष में कराना चाहता है।
3. यह कि प्रथम पक्ष को उक्त भूखण्ड के आवंटन अधिकारों का अंतरण द्वितीय पक्ष को करने में कोई आपत्ति नहीं है।
4. यह कि उक्त भूखण्ड के बावत द्वितीय पक्ष प्रथम पक्ष को प्राधिकरण के आवंटन पत्र दिनांक .....के द्वारा प्रदत्त समस्त अधिकारों का उपभोग कर सकेगा, जिसके लिए प्राधिकरण को प्रथम पक्ष द्वारा देय समस्त बकाया धनराशि अदा करेगा।
5. यह कि द्वितीय पक्ष को उक्त भूखण्ड के बावत आवंटन पत्र में उल्लेखित समस्त शर्तें मान्य होंगी।
6. यह कि इस अन्तरण पत्र के आधार पर द्वितीय पक्ष को उक्त भूखण्ड के बावत प्राधिकरण अभिलेखों में समस्त औपचारिकताएँ पूर्ण कराते हुए प्रथम पक्ष के स्थान पर अपना नाम दर्ज कराने का अधिकार होगा। इसके साथ ही द्वितीय पक्ष को सीधे ही उक्त भूखण्ड की लीज डीड अपने पक्ष में निष्पादित कराते हुए कब्जा प्राप्त करने का अधिकार होगा।
7. अतः पूर्ण स्वस्थ मस्तिष्क होश हवास दुरुस्त तथा भारतीय संविदा अधिनियम 1872 के प्राविधानोनुसार पूर्ण क्षमता रखते हुये यह आवंटन अधिकारों का अन्तरण प्रपत्र प्रथम पक्ष द्वारा द्वितीय पक्ष के हक में लिख दिया है।

#### गवाह

1.

प्रथम पक्ष

2.

द्वितीय पक्ष

**भूखण्ड के आवंटन अधिकारों का अंतरण—प्रपत्र**

यह अन्तरण पत्र आज दिनांक..... को प्रथम पक्ष श्री ..... पुत्र/पत्नि श्री/ श्रीमति.....  
.....निवासी.....

**तथा**

द्वितीय पक्ष श्री ..... पुत्र/पत्नि श्री/ श्रीमति.....निवासी.....

के मध्य निम्न आधारों पर निष्पादित किया जाता है:—

1. यह कि प्रथम पक्ष को यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण की आवासीय भूखण्ड योजना 2009 (1) के अन्तर्गत भूखण्ड संख्या.....क्षेत्रफल.....वर्गमी0, सैक्टर....., आवंटन संख्या .....दिनांक .....को आवंटित है।
2. यह कि द्वितीय पक्ष प्रथम पक्ष का रक्त सम्बन्धी पारिवारिक सदस्य है।
3. यह कि द्वितीय पक्ष उक्त भूखण्ड के आवंटन अधिकारों का अंतरण अपने पक्ष में कराना चाहता है।
4. यह कि प्रथम पक्ष को उक्त भूखण्ड के आवंटन अधिकारों का अंतरण द्वितीय पक्ष को करने में कोई आपत्ति नहीं है।
5. यह कि उक्त भूखण्ड के बावत द्वितीय पक्ष प्रथम पक्ष को प्राधिकरण के आवंटन पत्र दिनांक .....के द्वारा प्रदत्त समस्त अधिकारों का उपभोग कर सकेगा, जिसके लिए प्राधिकरण को प्रथम पक्ष द्वारा देय समस्त बकाया धनराशि अदा करेगा।
6. यह कि द्वितीय पक्ष को उक्त भूखण्ड के बावत आवंटन पत्र में उल्लेखित समस्त शर्तें मान्य होंगी।
7. यह कि इस अन्तरण पत्र के आधार पर द्वितीय पक्ष को उक्त भूखण्ड के बावत प्राधिकरण अभिलेखों में समस्त औपचारिकताएँ पूर्ण कराते हुए प्रथम पक्ष के स्थान पर अपना नाम दर्ज कराने का अधिकार होगा। इसके साथ ही द्वितीय पक्ष को सीधे ही उक्त भूखण्ड की लीज डीड अपने पक्ष में निष्पादित कराते हुए कब्जा प्राप्त करने का अधिकार होगा।
8. अतः पूर्ण स्वस्थ मस्तिष्क होश हवास दुरुस्त तथा भारतीय संविदा अधिनियम 1872 के प्राविधानानुसार पूर्ण क्षमता रखते हुये यह आवंटन अधिकारों का अन्तरण प्रपत्र प्रथम पक्ष द्वारा द्वितीय पक्ष के हक में लिख दिया है।

**गवाह**

1.

प्रथम पक्ष

2.

द्वितीय पक्ष