# NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Main Administrative Building, Sector-VI
NOIDA-201 301

## TRANSFER MEMORANDUM

Request Ref. No.: 000

Request Date: 23-Dec-2022

Location: 140/NA-002

Noida/(Ind)/[illegible]/2023/234

Date: 16-Jan-2023

Registration Id : 40010431

Shri/Smt/M/s. **ROHTASH PROJECTS LTD. THROUGH THE NATIONAL COMPANY LAW TRIBUNAL, NEW DELHI** ALLOTTED/transferred Industrial plot/ No **140/NA-002** has applied for transfer of plot/shed **140/NA-002** in favour of **GYGY INFRADESIGN PVT. LTD. 452, 2ND FLOOR, SECTOR-19, DWARKA, NEW DELHI-110085** Accordingly, the permission for transfer is being granted subject to the following terms and conditions.

1. The transfer charges are applicable 2360.28 per sqmt. amounting to 47206800.00
2. Henceforth lease rent shall be payable as per prevailing policy of the Authority.
3. Any other dues/arrears shall be recovered from the transferee subject to interest applicable at the time to recovery of dues. In case of default in payment present rate of interest is 15% per annum compounding at six monthly rest for the defaulted amount for the defaulted period.
4. The transferee shall come into commercial production within one years from the date of transfer memorandum. In case of breach of terms and conditions, the Lease/Transfer deed will be cancelled/revoked and the possession shall be resumed by the Authority.
5. The transferee shall be bound by the terms and conditions of Lease Deed executed between the Lease and NOIDA on 22-Oct-2008 subject to the changes mentioned in the transfer Memorandum and otherwise, from time to time.
6. The transferee automatically would inherit all the assets and liabilities connected with the above property including liabilities on account of deviation, made in the building, its use, in respect of violation of other terms and condisions of the allotment/lease deed.
7. The transferee shall be running the project of **IT/IT ENABLED SERVICES**.The transferee shall be liable to fulfil various requirement laid down by the U.P. Pollution Control Board before implementation of the project. However, if any change/addition in the project is required that the same shall be considered as per rules and regulation of the Authority and shall be implemented only after the prior approval of such changes from the Authority. Any change of project without prior written approval of the Authority shall be considered a violation of terms and transfer/Lease/transfer Deed and shall invite necessary action for cancellation/revocation of lease/tr. deed.
8. The transferee shall not rent-out/sublet the premises(Partly/fully) without prior permission of the Authority.
9. The Transferee shall not undertake any change in constitution without prior approval of the Authority and the same shall be considered subject to terms conditions framed by Noida in this regard from time to time.
10. In case transferor is a benefice lessee then he shall execute transfer deed with the transferee within 90 days fro the date of issue of of transfer memorandum, in case of default, penalty shall be @ Rs 50/- per day upto 200 sq.mtr. plot area @ Rs. 100/- per day upto plot area of 800 sq.mtr. and @ Rs. 200/- per day for plot arear above 800 sq.mtr. and a certified copy of the same shall be submitted to the AUTHORITY after the registration of the same with the Sub- Registrar, NOIDA. The transfer Memorandum shall be the part of transfer deed executed between transferor and transferee.
11. The transfer is for the balance period of 90 years w.e.f.date of execution of lease deed.
12. In case property is being transferred by UPFC,NOIDA(U/S-29) necessary legal document shall be executed by UPFC NOIDA and certified copy of the same shall be submitted to this office within 60 days from issue of this Transfer Memorandum.

13. If the transferee/transferor does not abide by the term condition of allotment/Lease and building regulation and directions or any other rules framed by the Authority, the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
14. Transferee will not operate the project before execution of transfer deed and without grant of NOC by U.P. Pollution Control Board and approval of Hon'ble National Green Tribunal.
15. That the Transferee shall employ 5% employee out of total labour force from the families whose land have been acquired for the development of NOIDA area.
16. Transfer is approved subject to submission of No objection Certificate from A.O.(IAA),NOIDA or /PE/JAL/ NOIDA.
17. The transferee shall be bound by the terms of allotment/lease deed/transfer deed/as they stand amended from time to time and shall also be bound by all the rules and regulation framed by the Authority in this regard.
18. The transferee shall be governed by provisions of U.P Industrial Area Development Act, 1976.
19. Transferee may mortgage the property to any financial institution including banks without the permission from the Authority provided full payment towards premium,instl. thereon one time lease rent has been paid.
20. In the event of any dispute legal jurisdiction shall be district Court of Gautama Budh Nagar and Hon'ble High Court of Allahabad.
21. It shall be exclusive responsibility and liability of the transferee to indemnify Noida against all claims and damages made by any Financial/Institutional/Bank/U.P.S.E.B/Trade tax Deptt/Noida (Ind. Area Accounts & Jal Deptt.)/ Directorate of Industries, U.P and or by any of the earlier lessee/transferor/transferee and all claims and damages arising out of the above would be settled directly at his own risk, cost and responsibility.
22. If there is any revision in the rate this will be applicable on the transferee.
23. If any unauthorized activity/construction is found, the allotment shall be cancelled without any notice.
24. That criminal and civil liability, whichever may arise on account of pollution or emission of any toxic or likewise material shall be born by the Transferor/Transferee. The liability of compensation on account of polluter pay principle will be charged by Transferor/Transferee of Properties.
25. This Transfer Memorandum is being issued as per directions of Hon'ble National Green Tribunal order dated 10.04.2013 in Application no. 1/2012 Ganjay Agnihotri V/s Union of India Ors.
26. Each tenant/allottee will ensure compliance of all statutory rules and regulations of the various Department's of both Central and State Government (e.g. Factory, Labour, Electricity, Fire, Building Construction, Directorate of Industries, Pollution Control Board, Employees State Insurance Corporation, Provident Fund etc.).
27. Even after issue of this letter, the allottee shall be liable to pay the amount due to application of GST on the services rendered by NOIDA Authority.
28. यह अन्तरण आप इस शर्त के साथ जारी किया जा रहा है कि आपके द्वारा प्रस्तुत शपथ पत्र दिनांक 08.12.2022 जिसमें भूखण्ड के विरुद्ध समस्त देयता का भुगतान मानचित्र स्वीकृत होने की तिथि से 06 माह के अन्दर किये जाने की वचनबद्धता प्रदर्शित की गयी है, उसका अनुपालन किया जायेगा।
29. यह अन्तरण आप इस शर्त के साथ जारी किया जा रहा है कि भूखण्ड के विरुद्ध पूर्ण देयता का भुगतान प्राधिकरण को प्राप्त नहीं हो जाता है तब तक भूखण्ड पर किसी भी प्रकार का तृतीय पक्षीय अधिकार सृजित नहीं किये जायेंगे। उक्त के अतिरिक्त कार्यालय पत्र संख्या: सीएजा/ओआरसी/2022/1048 दिनांक 14.12.2022 की शर्तें भी बाध्यकारी होंगी।
30. यह अन्तरण आप आपके द्वारा अन्तरण शुल्क की मद में रू0 4,72,05,600/- एवं रामतवृद्धि शुल्क रू0 2,19,30,000/- जमा के आधार पर किया जा रहा है।

OS (Industry)

COPY TO:-

1.Transferor ROHTASH PROJECTS LTD. THROUGH THE NATIONAL COMPANY LAW TRIBUNAL, NEW DELHI
2.Transferee GYGY INFRADESIGN PVT. LTD. 452, 2ND FLOOR SECTOR-19, DWARKA, NEW DELHI-110085
3.GM-Planning, NOIDA
4.A.O (IAA),NOIDA
5.Regional Manager UPFC NOIDA
6.GM DIC Gautam Budh Nagar
7.A.O (Revenue -Jal), NOIDA

OS (Industry)

G. S. CHILWAL
Office Supdt.
NOIDA