



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AG 497312

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of M/s Nature Health Farms Private Limited through its director Mr. Archit Singal S/o Mr. J.K.Singal as promoter for the proposed project dully authorised vide authorization dated 02/08/2019.

M/s Nature Health Farms Private Limited through Mr. Archit Singal as promoter of the proposed project do hereby solemnly declare and undertake that Conveyance/Sale Deed in respect of the project Jubilee Farmville, at village Manakpur Sharif, New Chandigarh, Tehsil Kharar, District S.A.S.Nagar, Punjab, is in conformity with the clauses provided in the Agreement for Sale as per the RERA Act/rules.




Deponent

Verification:

The contents of my above affidavit cum declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at S.A.S.Nagar on 07th day of August of 2019.


VIDYA SAGAR
Notary, S.A.S. Nagar (Pb)


Deponent

08 AUG 2019

JUBILEE FARMVILLE

**VILLAGE MANAKPUR SHARIF, THESIL KHARAR,
NEW CHANDIGARH, S.A.S.NAGAR.**

**SALE/CONVAYANCE DEED FOR RESIDENTIAL
PLOT/COMMERCIAL PLOT**

TOTAL CONSIDERATION:

STAMP DUTY:

PROJECT:

SALE DEED

This Sale Deed is made at _____ in the State of Punjab on ____ day of _____, 20__ (hereinafter referred to as the 'Deed').

BETWEEN

M/s Nature Health Farms Private Limited (CIN no. U01200CH2010PTC032583), a private company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at SCO No. 487-488, Sector 35-C, Chandigarh and its corporate office at _____ (PAN-AADCN9570C), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees, including those of the respective directors). PARTY OF THE FIRST PART.

AND

[If the Allottee is a company]

CIN no _____ a company incorporated under the provisions of the Companies Act, 1956/2013, (Central Act 18 of 2013), having its registered office at _____ (PAN _____) represented by its authorized signatory _____ (Aadhar no. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees). PARTY OF THE SECOND PART.

[OR]

[If the Allottee is a Partnership/LLP]

_____, a partnership firm registered under the Indian Partnership Act, 1932(Central Act 9 of 1932) / Limited Liability Partnership Act, 2008, having its principal place of business at _____ (PAN _____), represented by its authorized signatory _____ (Aadhar no. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners). PARTY OF THE SECOND PART.

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____ aged about _____, residing at _____, (PAN No. _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). PARTY OF THE SECOND PART.

[OR]

[If the Allottee is a Hindu undivided family (HUF)]

Mr. _____, (PAN No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees). PARTY OF THE SECOND PART.

WHEREAS

- A. The Government of Punjab, Department of Housing & Urban Development has evolved a policy emerging the planned development of Low Density Eco-Friendly Residential Projects to encourage planned development. Under this pursuit, the Government has emphasized to focus on incorporating the latest know-how of ecologically sensitive design norms by developing '**Low Density Country Homes Residential Development Projects**' notified vide notification no.17/02/2016-5hg2/2315 dated 26/08/2016.
- B. The Promoter is fully authorized to develop the land measuring 48.28125 acres situated within the revenue boundaries of village Manakpur Sharif, Tehsil Kharar, District S.A.S.Nagar, Punjab ("**Said Land**").
- C. The competent authority, i.e. Greater Mohali Area Development Authority has vide it's Letter of Intent memo no. GMADA/STP/2018/1558 dated 28/05/2019, duly sanctioned the development and setting up a residential Colony under the name and style of Jubilee Farmville ("**Project**") duly sanctioned the project of the Promoter being developed over the Said Land.
- D. The Promoter has got the conveyance deed of the said land registered in his favour vide sale deed dated _____ bearing vasika No _____.
- E. The Allottee herein has agreed to purchase a Residential/Commercial Plot number _____ measuring _____ square yards, (hereinafter referred to as the "**Plot**") after satisfying himself about the title and approvals of the Promoter herein. The Plot was allotted to the Allottee vide Allotment letter dated _____ which was allotted to the said Allottee, subject to the limitation, terms and conditions mentioned therein and the same is still valid allotment.
- F. The Promoter has represented to the Allottee that the said plot is absolutely free from all & every kind of encumbrances, charges, mortgages, attachments, liens, claims, litigations, decrees of any court, injunctions, ceases and/or disputes, prior sale, gift etc. and there are absolutely no third party rights, of any kind or nature, on the Project

and the same is in the possession of the Promoter. The Promoter has every legal right to sell or alienate the same in favour of the Allottee under any/all the prevalent laws in force and further that there are no legal impediments, of whatsoever nature, for the sale of the plot in favour of the Allottee and the due mutation of the said Land has been sanctioned in favour of the promoter herein in the revenue records;

- G.** The Promoter herein represents and warrants that it has obtained the necessary approvals from the competent authority pursuant to which the promoter is well within its right to execute and register the present sale deed and as such the title of the Plot (as defined hereinafter) would be validly and irrevocably pass onto and be transferred to the Allottee.

NOW THIS DEED FURTHER WITNESSETH AS UNDER:

1. That the Promoter and the Allottee have agreed for the absolute sale of the Plot along with all rights, title, interest for the total consideration of Rs _____ /- (Rupees _____ only) and the Allottee has paid in full, the total sale consideration of the Plot to the Promoter through cheques/ drafts/ RTGS for which the Promoter do hereby acknowledge the receipt of the aforesaid consideration as under:

S.No.	Cheque No./DD No./ RTGS	Cheque/DD/RTGS Date	Amount	Name of the Bank	Favouring

2. That the Promoter hereby absolutely and unconditionally grants, conveys, sells, transfers, assigns to the Allottee all the rights, title and interest in the Plot and conveys the same unto the Allottee, its heirs, executors, administrators, successors and permitted assigns absolutely and forever free from all encumbrances, liens, charges etc. along with all appurtenances on "As Is Where Is" basis. The Promoter further conveys unto Allottee the absolute right to hold and enjoy the Plot and to its heirs, executors, administrators, successors and permitted assign without any interruption or hindrance by the Promoter or any person claiming through or under them and now the Promoter has been left with no right, title, interest, claim or concern of any nature with the Plot and the Allottee has become the absolute owner of the same.
3. That the actual physical possession of the plot has been delivered to the Allottee by the Promoter at the site which has been duly demarcated as per the Layout plan, as approved by the competent authority. The Allottee has further affirmed and confirmed that he/she is fully satisfied in respect of the quality and specifications

relating to the Plot purchased, as was assured to him upon allotment of the Plot and that there is nothing from this day onward whereby Allottee can claim anything in respect of the Plot from the Promoter.

4. That the Allottee shall hereafter peacefully hold, use and enjoy the Plot as its own Project without any hindrance, interruption from anyone concerned. However, it is clarified and agreed by the Allottee that he shall be liable to pay the monthly maintenance charges as would be applicable on the Allottee from time to time and shall also be liable to pay and maintain the minimum Interest Free Maintenance Security Deposit for the lifetime with the maintenance agency / association of the allottees. Any default thereupon may entail the withdrawal of services as being provided by the maintenance agency/association of the allottees. The common areas of the said project shall be assigned / conveyed to the association of allottees as shall be formed by the allottees, if not formed till date, including the Allottee.
5. That the Promoter declares, undertakes and confirms that the Project has not been notified under the provisions of Land Acquisition Act or any other related law by the State/Central Government for any purpose. The Project is in possession of the Promoter and there is no bar or prohibition for transferring the title and actual physical possession to the Allottee and that there is no specific bar or restriction from the side of Punjab Government or any other agency or institution for the development of project herein on the Project.
6. That the Promoter hereby confirms that the right to use the undivided share in the common areas of the project "Jubilee Farmville" shall vest with the Allottee along with other allottees of the project and the undivided proportionate title in the common area shall also be transferred in favour of the Association of Allottees or competent authority as the case may be, as stipulated under RERA. The total sale consideration paid to the Promoter for the Plot is inclusive of the price for such undivided proportionate share in common areas and no additional cost in respect thereto shall be required to be paid by the Allottee to the Promoter but the cost of transfer of such title of the common areas shall be borne by the beneficiary thereto i.e. the Association of Allottees ("Association") which is required to be formed within a period of three months from the date of grant of occupation certificate, if not formed till date. The Promoter agrees to hand over the actual physical possession of the common areas to the said Association and the Allottee herein shall be required to become the member of the said Association and shall abide by the Rules and Regulations framed by the said Association and also pay regular maintenance charges as would be fixed by the said Association from time to time which shall reviewed after every financial year.
7. That the Promoter hereby declares, undertakes and confirms that they have cleared all or any kind of outstanding dues, the statutory dues, revenue charges, municipal cesses and taxes etc. if any applicable till date and will pay all charges of the Government departments and agencies if any calculated, raised or demanded by any department or local authority against the Project up to the date of execution of this

Sale Deed and that the said Land is clear from any encumbrances etc. and Promoter has further agreed with the Allottee to keep Allottee or its assigns, representatives etc. saved, harmless and indemnified from and against all encumbrances, charges, losses, damages, attachments, litigation, costs or expenses which the Allottee sustains or incurs or may sustain or may incur by reason of any legal or otherwise defect in the title of said Land.

8. The Allottee acknowledges and agrees that he shall comply with the building byelaws of the Municipal or any other applicable authorities and all other rules and regulations as shall be stipulated from time to time, in respect of the said Plot.
9. It is mutually understood and agreed in unequivocal terms that if it is discovered, at any stage, that this deed has been obtained by the Allottee by suppression of any fact(s) or by any mis-statement, mis-representation or fraud, in such an event this deed shall become void at the option of the Promoter who shall have the right to cancel this deed and forfeit the consideration paid by the Allottee. The decision of the Promoter in this regard shall be final and binding upon the Allottee and shall not be called in question in any proceedings before any court of law/tribunal. It is further declared that as a result of this present deed the Allottee from the date of execution of this deed shall become the absolute owner of the Plot together with all rights, interests and liabilities therein, and the Promoter does hereby releases the Allottee from all the liability in respect of price reserved by and the covenants and conditions contained in the said allotment letter required to be observed by the Allottee of the Plot.
10. This Deed shall be governed by and construed and enforced in accordance with the laws of India. That notwithstanding execution of this deed, use of the Project in contravention of the provisions of Master Plan/Zonal Development Plan/Layout Plan shall not be deemed to have been condoned in any manner and Punjab Urban Development Authority (PUDA) and Real Estate Regulatory Authority(RERA Authority) as established under the Real Estate (Regulation and Development) Act, 2016 (RERA) by the Punjab government shall be entitled to take appropriate action for contravention of provisions of any law for the time being in force.
11. All expenses pertaining to the stamp duty and the registration fees in respect of this Deed shall be borne by the Allottee. The Owner undertakes to extend all cooperation necessary including remaining present at the relevant sub registrar's office and do all such acts, deeds and things and execute such documents as may be necessary to enable the Allottee to register this Deed and get the said Project duly mutated in its name and such other documents as may be required by the Allottee to effectively transfer the Plot in favour of the Allottee.
12. All the aforesaid Recitals, Schedules, Annexure annexed hereto shall form an integral part of this Deed.

IN WITNESS WHEREOF the Promoter through its authorized representative have set their hands to these presents on the day, month and year first above written in the presence of each of the attesting witnesses, mentioned below and each of the attesting witness have put in their signatures in the presence of the Promoter.

Schedule A

(Details of the Project)

Project Jubilee Farmville, comprising of Residential and commercial plots, situated at village Manakpur Sharif, tehsil Kharar, New Chandigarh, S.A.S.Nagar, measuring 48.28125 acres.

Schedule B

(Details of Plot)

JUBILEE FARMVILLE AT VILLAGE MANAKPUR SHARIF, TEHSIL KHARAR, NEW CHANDIGARH, S.A.S.NAGAR, PUNJAB.
--

Sr. No.	Plot Details	
1	Plot Number	
2	Type	Residential/Commercial
3	Plot Area (in square yards)	

For Allottee	For Promoter
<p align="center">_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>	<p align="center">_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>
Witnesses	
<p align="center">_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>	<p align="center">_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>