



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AM 002125

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Baljeet Singh s/o Mr. Amarjit Singh, authorised signatory for Jubilee
Infra Planner LLP, SCO 22, First Floor, Sector 79, S.A.S.Nagar, Punjab.

I Baljeet Singh authorised signatory for Jubilee Infra Planner LLP do hereby solemnly declare and
undertake that Conveyance/Sale Deed in respect of the project "Jubilee Golfvista", at GH-10, Sector
91(JLPL), S.A.S.Nagar, is in conformity with the clauses of agreement to sale as per the RERA
Act/Rules.

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 01st day of January of 2021.




Deponent

Attested as identified
VIDYA SAGAR
Advocate, S.A.S. Nagar (Pb.)


Deponent

04 JAN 2021

TOTAL CONSIDERATION:

STAMP DUTY:

PROPERTY:

SALE DEED

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

BETWEEN

M/s Jubilee Infra Planner LLP, a Limited Liability partnership firm is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008, having its principal place of business at Mohali (Punjab), PAN –AANFJ5728R, **represented by its authorized Signatory Mr. _____ son of Mr. _____ authorized vide letter of authority dated _____**, hereinafter referred to as the "Seller" (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 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 "Purchaser" (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 "Purchaser" (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 “Purchaser” (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 “Purchaser” (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 Promoter is the absolute and lawful owner and entitled for the development of a piece & parcel of contiguous land admeasuring _____sq. yds. which is equivalent to _____square meters situated at GH-10, Sector 91(JLPL), SAS Nagar, Mohali (hereinafter referred to as the “Said Land”) vide Agreement to sell dated _____ as well as the General Power of Attorney dated _____ duly registered with the Sub-Registrar of Assurances, SAS Nagar in Book No. _____, Volume No. _____ dated _____.
- B. The Said Land is earmarked for the purpose of building a residential/ Group Housing Project, and the same shall be known as ‘Jubilee Golf vista’ (hereinafter referred to as the “Project”).
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Promoter had obtained the layout plan approval for the Project from Greater Mohali Area Development Authority (GMADA) vide approval dated _____ bearing no. _____.
- E. The Promoter has got registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at SAS Nagar on _____ under registration No. _____.
- F. The Purchaser herein has agreed to purchase a residential apartment, in the Project vide application dated _____ and has been allotted with Residential Apartment Number _____, _____ Floor having Carpet Area of _____,

along with parking number _____ admeasuring _____ in the common Parking (If applicable) (hereinafter referred to as, 'the said Unit'), as permissible under the applicable law, after satisfying himself/ herself about the title and approvals of the promoter herein. The said Unit was allotted to the purchaser vide Allotment letter dated _____ which was allotted to the said Purchaser, subject to the limitation, terms and conditions mentioned therein and the same is still valid allotment.

- G.** The Promoter has represented to the Purchaser that the said Unit 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 Property 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 Purchaser under any/all the prevalent laws in force and further that there are no legal impediments, of whatsoever nature, for the sale of the unit in favour of the Purchaser and the due mutation of the said entire property has been sanctioned in favour of the Promoter herein in the revenue records;
- H.** The Promoter herein represents and warrants that it has obtained the necessary approvals from the competent authority i.e. _____ 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 said Unit (as defined hereinafter) would be validly and irrevocably pass onto and be transferred to the purchaser.

NOW THIS DEED FURTHER WITNESSETH AS UNDER:

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

S.No.	ChequeNo./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 Purchaser all the rights, title and interest in the Unit and conveys the same unto the Purchaser, 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 Purchaser the absolute right to hold and enjoy the Unit 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 Unit and the Purchaser has become the absolute owner of the same.

3. That the actual physical possession of the unit has been delivered to the Purchaser by the Promoter at the site which has been duly demarcated as per the Layout plan, as approved by the competent authority. The Purchaser has further affirmed and confirmed that he/she is fully satisfied in respect of the quality and specifications relating to the Unit purchased, as was assured to him upon allotment of the unit and that there is nothing from this day onward whereby Purchaser can claim anything in respect of the Unit from the Promoter.
4. That the Purchaser shall hereafter peacefully hold, use and enjoy the unit as its own property without any hindrance, interruption from anyone concerned. However, it is clarified and agreed by the Purchaser that he shall be liable to pay the monthly maintenance charges as would be applicable on the Purchaser 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, as the case may be. 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 purchaser.
5. That the Promoter declares, undertakes and confirms that the Property 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 Property is in possession of the Promoter and there is no bar or prohibition for transferring the title and actual physical possession to the Purchaser 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 property.
6. That the Promoter hereby confirms that the right to use the undivided share in the common areas of the project "Jubilee Golf Vista" shall vest with the purchaser 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 Unit 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 Purchaser 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 Purchaser 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 Property up to the

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

8. The Purchaser 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 Unit.
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 Purchaser 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 purchaser. The decision of the Promoter in this regard shall be final and binding upon the purchaser 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 purchaser from the date of execution of this deed shall become the absolute owner of the Unit together with all rights, interests and liabilities therein, and the Promoter does hereby releases the Purchaser 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 purchaser of the Unit.
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 property 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 Purchaser. 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 Purchaser to register this Deed and get the said property duly mutated in its name and such other documents as may be required by the Purchaser to effectively transfer the Unit in favour of the Purchaser.
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 said entire property)

Property comprised under allotment letter dated _____ and Possession letter dated _____, situated at _____, Mohali, Punjab, measuring _____ acres.

Schedule B

(Details of Unit)

JUBILEE GOLFVISTA, GH-10, SECTOR 91 (JLPL), S.A.S. NAGAR, MOHALI.
--

Sr. No.	Unit Details	
1		
2		
3		

For Purchaser	For Promoter
<p>_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>	<p>_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>
Witnesses	
<p>_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>	<p>_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>