



धेनाघ पंजाब PUNJAB

AV 872490

AFFIDAVIT CUM DECLARATION



Affidavit cum Declaration of Jubilee Joy Homes LLP through its authorised signatory Baljeet Singh S/o Mr Amarjit Singh as promoter for the proposed project.

Ms Jubilee Joy Homes LLP through its authorised signatory Baljeet Singh as promoter of the proposed project do hereby solemnly declare and undertake that Conveyance/Sale Deed in respect of the project Jubilee Parklane at Sector 120 – 121 (Village Daun), S.A.S.Nagar, Punjab, is in conformity with the clauses provided in the Agreement for Sale as per the RERA Act/rules, as amended from time to time.

Contents of the affidavit/GPA/SPA Agreement / Instrument read over/ explained to Deponent/ Declarant/ Executant in his/her language who seemed perfectly & understand the same.

JUBILEE JOY HOMES LLP
Baljeet Singh
AUTHORISED SIGNATORY
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 18th day of July of 2022.

18 JUL 2022

Attested
Bahadur Singh
NOTARY S.A.S. Nagar (Mohali)

JUBILEE JOY HOMES LLP
Baljeet Singh
AUTHORISED SIGNATORY
Deponent

JUBILEE PARKLANE

SECTOR 120 - 121, S.A.S NAGAR, PUNJAB.

CONVAYANCE DEED *for* RESIDENTIAL PLOTS, PLOTS
FOR INDEPENDENT FLOOR & COMMERCIAL PLOTS

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 Joy Homes LLP, a Limited Liability Partnership Firm, duly incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its principal place of business at _____ S.A.S.Nagar (Punjab), (PAN-AANFJ4978R, **represented by its authorized signatory Mr. _____ (Aadhar no. _____) duly 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Seller is the absolute and lawful owner of total land measuring 101233.420 square meters [equivalent to 200 Kanal 2.45 Marla or 25.0153 Acres at village Daun, Hadbast no. 27]] situated at Sector 120 - 121, Tehsil & District S.A.S.Nagar, Punjab, hereinafter referred to as **"the said Land"**. The Department of Town & Country Planning, Punjab has, vide its letter bearing No. 1603-CTP(Pb)/SP-432(M) dated 07/04/2022, granted the change of land use for the said land.
- B. The Said Land is earmarked for the purpose of developing an affordable housing project, comprising Residential Plots, Plots for Independent Floors, Commercial Plots and the said project shall be known as **Jubilee Parklane**, hereinafter referred to as **"the said Project"**.
- C. The Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the seller regarding the Said Land on which Project is to be developed have been completed;
- D. The Director, Town & Country Planning, Punjab has granted the commencement certificate/License to Develop Colony to develop the said Project *vide* license no. LDC/CTP(Pb.)2022/18 dated 18.07.2022;
- E. The Seller has obtained the final layout plan approval for the said Project from the Director, Town & Country Planning, Punjab. The Seller agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Seller has got registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration No. _____.

- G. The Purchaser herein has agreed to purchase a Residential Plot/ Plot for Independent Floor/ Commercial Plot, vide Application dated _____, and has been allotted with and the Residential Plot / Plot for Independent Floor / Commercial Plot no. _____, measuring _____ sq.yds. (_____ sq.mtrs.) in the said project (hereinafter referred to as "**the said plot**") as permissible under the applicable law, after satisfying himself/ herself about the title and approvals of the seller herein. The said Plot 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.
- H. The Seller has represented to the Purchaser 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 Property and the same is in the possession of the Seller. The Seller 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 said plot in favour of the Purchaser and the due mutation of the said entire property has been sanctioned in favour of the seller herein in the revenue records;
- I. The Seller herein represents and warrants that it has obtained the necessary approvals from the competent authority i.e. _____ pursuant to which the Seller is well within its right to execute and register the present sale deed and as such the title of the said Plot (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 Seller and the Purchaser 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 Purchaser has paid in full, the total sale consideration of the Plot to the Seller 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 Plot 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 Seller further conveys unto Purchaser 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 Seller or any person claiming through or under them and now the

Seller has been left with no right, title, interest, claim or concern of any nature with the Plot and the Purchaser has become the absolute owner of the same.

3. That the actual physical possession of the Plot has been delivered to the Purchaser by the Seller 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 Plot purchased, as was assured to him upon allotment of the Plot and that there is nothing from this day onward whereby Purchaser can claim anything in respect of the Plot from the Seller.
4. That the Purchaser shall hereafter peacefully hold, use and enjoy the Plot 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 Seller 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 Seller 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 Seller hereby confirms that the right to use the undivided share in the common areas of the project "Jubilee Parklane" 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 Seller 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 Purchaser to the Seller 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 Seller 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 Seller 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 Plot is clear from any encumbrances etc. and Seller 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 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 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 Seller who shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the Seller 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 Plot together with all rights, interests and liabilities therein, and the Seller 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 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 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 Department of Town & Country Planning Punjab 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 Plot 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 Seller 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 Seller.

Schedule A

(Details of the said entire property)

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

Schedule B

(Details of Plot)

JUBILEE PARKLANE, SECTOR 120 - 121, S.A.S.NAGAR.	
Sr. No.	Plot Details
1	
2	
3	

For Purchaser	For Seller
_____ Name: Address: Phone:	_____ Name: Address: Phone:
Witnesses	
_____ Name: Address: Phone:	_____ Name: Address: Phone: