

Description of Stamp Duty Paid :-

(Stamp duty paid As per G.O. of Uttar Pradesh Govt. No. V.K.NI.-5-2756/11-2008-500(1165)/2007 Lucknow Dated 30.06.2008.)

(Stamp duty paid through e-Stamp Certificate No.of Rs./-)

BRIEF PARTICULARS OF SALE DEED

1. Type of Land : Residential
2. V. Code No. / Pargana : / Loni
3. Mohalla / Village : Morti, Ghaziabad
4. Description of Property : **Flat No. Tower atFloor** (Without Roof rights) situated in the Residential Group housing Complex **“UNINAV UTOPIA”** situated at Khasra No. 112, Village Morti, Raj Nagar Extension, NH-58, Paragna Loni , Tehsil & District, Ghaziabad, Uttar Pradesh, hereinafter referred to as Said **“Flat”**.
5. Super Area of Property :Sq. Mtrs or Sq. fts. (approx).
6. Built up Area of property : Sq. Mtrs. or Sq.fts. (approx).
7. Status of access Road to the project : 30 Mtrs. Wide
8. Status of Parking : OneCar Parking (Right to use only)
9. Govt. Circle Rate (Land + Super Area) : Rs./- Sq. Mtrs.
Less: 0% forFloor
Add: 10% for common facilities
Less: 5% on basic rate for rain water harvesting system.
10. Circle rate with adding Charges of various amenities and taking all rebates in Basic circle rate : Rs./-Sq. Mtrs.
11. Consideration Amount of Sale : Rs./-
12. Total Value in which Stamp Duty paid : Rs./-
13. Government value : **Rs./-**
14. Stamp Duty Paid : **Rs./-**
15. Seller (self/ Attorney) : Self (Through Authorized Representative)
16. Number of First Party : One
17. Number of Second Party :

THIS SALE DEED is executed at Ghaziabad on this ____ day of

BY

1. **M/s Uninav Developers Pvt Ltd** (formerly known as synergy project Private Limited); incorporated under the provisions of the Companies Act, 1956, having its Registered Office at **Plot No. 330, First Floor, Patpar Ganj Functional Industrial Estate, Delhi-92**, through its Authorized Signatory,, duly authorized vide its Board's Resolution datedhereinafter referred to as **"Vendor"**, which (expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns) of the **ONE PART**.
PAN:

AND

2.
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hereinafter referred to as **"Vendee"**, which (expression, unless repugnant to the context or meaning thereof, shall mean and include their respective legal heirs, legal representatives, and assigns), of the **OTHER PART**.
PAN :

WHEREAS:-

- A. The Vendor is the absolute owner of the said land and the construction made therein and is having the lawful possession of residential Group Housing land bearing Khasra No. 112 located at Village Morti, Rajnagar Extension, NH-58, Tehsil & Distt. Ghaziabad , U.P., having acquired the same through various Sale Deeds being registered at Sl. No. 8837, Volume No. 18185 on Pages No. 215 to 254 on dated 04.08.2021 duly registered in the office Of Sub- Registrar II, Ghaziabad, U.P.
- B. After obtaining sanctioning of the building plan from Ghaziabad Development Authority (herein **"GDA"**) vide **File No.& Permit No.** the Vendor, has developed and constructed on the said Land Group Housing Complex namely **"UNINAV EDEN"** (hereinafter referred to as the **Said Complex**) consisting Towers..... having residential Flats/ commercial spaces along with other common areas and facilities, limited common area which includes covered car parking spaces and independent area.
- C. The Vendor has deposited as per norms, all External Development Charges for outer Development Work/ amenities like Road, Electricity, Sewer and Water line etc., with

GDA and the same shall be provided by GDA/ Authority concerned up to Boundary of the Project. The Vendor has carried out all above mentioned amenities within the boundary of the said Complex. In case of non-operational of above said service by concerned authorities, if alternative services are to be provided by , these will be provided by additional operative cost of the same from the occupants of the said Complex.

- D. The Vendor has agreed to execute the Sale deed in favour of the Vendee for Residential **Flat No.,Floor in Tower** having super area ofSq. Mtrs./.....Sq.fts. (Approx) & Built-up area ofSq.Mtrs./.....Sq.fts. approximately in “Uninav Utopia” (Hereinafter referred to as the said **FLAT**) in the said Complex, along with undivided, impartible and proportionate share for right to use in the common areas of the Building, including all easementary rights attached thereto, along with right of use of One car Parking in basement in said complex.
- E. The said Flat is free from all encumbrances and the Vendor holds unimpeachable and marketable title and power to convey, transfer and sell the said Flat.
- F. Except for the said Flat/Dwelling unit transferred herein and all common easementary rights attached therewith, the entire common areas and facilities provided in the Complex and its adjoining areas including the un-allotted terrace/roof, unreserved open and covered parking spaces, Club and facilities therein, storage areas, Convenient shops, and the un-allotted areas and Flats/dwelling units shall remain the property of the Vendor and those shall be seized and deemed to be in possession of the Vendor.
- G. The Vendee having been fully satisfied with the title, rights & interests of the Vendor in the said Land & Complex and after satisfying himself that the constructions thereon have been made in accordance with the agreed drawings, designs and specifications.
- H. The Vendee understands that all the peripheral/external development works such as construction of approach roads, drains, electric distribution & transmission lines, water supply, sewerage etc. shall be provided by the concerned Authorities and the Vendor shall not be held liable for any delay in executing and carrying out such works.
- I. The Vendee represents that:-
 - (i) The Vendee has understood and fully satisfied himself with the calculation of built up area & super area ,and ratio among the two and the Vendee will not raise any claim, civil/legal for any reason whatsoever it may be in future in this regards.
 - (ii) The Vendee has satisfied himself and inspected all the relevant records relating to the title of the Said Land and various approvals, possession, lay out plans, Building Plan, Structural plan /Landscape plan, Circulation plan, Parking plan etc.

- (iii) The Vendee is fully aware that the development and construction has taken place fully in accordance with and within the legal limits and tolerances of prevailing Laws/ Byelaws and available codes.
- (iv) The Vendee has satisfied himself with the quality of the construction and specification of the material used. The Vendee has made himself fully conversant, regarding the tower wise possession of the project and also that the facilities like Club house community hall, pool, other recreational facilities shall be provided at the later stage. At present the temporary Gym and Recreational area is provided and the Vendee undertakes not to raise any claim in this regard. Further the Vendee shall have no objection either of ongoing construction work and related inconvenience and/or future construction work of the project.
- (v) The Vendee is fully conversant with the location of the Sewerage Treatment Plant (S.T.P.) in the Complex and undertakes to make no claim in this regards of any nature in future.

J. The Parties hereto are now desirous of executing this Sale deed for conveying ownership right, title and interest in the said Flat to the Vendee.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:-

1. That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and In consideration of a total sum of **Rs****Only** already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby admits and acknowledges that the account has been settled up to date, and in consideration of the undertaking of the Vendee as described in Clause no. (12) of the sale deed to pay such further amount, as may be at any time hereafter, demanded in terms of this Sale Deed, and as also subject to all those terms and conditions contained in this sale deed, the Vendor hereby sell, convey, transfer, assure and assign unto the Vendee the Said Flat (indicated/bounded in the plan appended hereto as **Annexure-A**) along with the right to use of Onecar Parking in basement in said the Complex.
2. That the vacant and peaceful possession of the Said Flat has been handed over by the Vendor to the Vendee, and the Vendee has satisfied himself about the quality, specifications and extent of construction in all respects including civil work, flooring, woodwork, painting, sanitary fittings, electrical wiring & fittings, other fittings & fixtures installed therein, and overall finishing and quality of the said Flat. Henceforth, the Vendee shall have no claim against the Vendor of any nature whatsoever in future with regards to the Flat.

3. The Vendee unconditionally undertakes to use the allocated Car Parking Space for parking his car only and shall not be used for any other purpose. The vendee shall not alter the structure of Car parking space (if any) in any manner whatsoever and will strictly use the allotted space for Car parking only. Further the usage rights of Car Parking space shall always be a part & parcel of the said Flat and shall never be dealt separately as an independent legal entity in any manner whatsoever it may be. Whenever the Said Flat is transferred in any manner, the car parking space shall also be deemed to be transferred to the Transferee. On sale/transfer of Flat by the Vendee, all rights of the Car Parking vested in the Vendee shall be automatically transferred to the Transferee without doing any further act. The Vendee/transferee shall abide by all the terms & conditions of the Car parking allotment agreement/letter executed separately.
4. Those Vendees/Flat owners, who have not applied/opted for the Car parking space at the time of booking, shall not claim any car parking space in future and shall not have claim of any nature against the Vendor in this regard.
5. The Vendee understands and conveys that all previous agreements/allotment has since been honoured by the Vendor and stands concluded and therefore it shall not have existence or relevance henceforth. And now onward the terms and conditions of this Sale deed, Maintenance Agreement and various other related Agreements/Affidavits/Undertaking by the Vendee given to the Vendor, shall be binding upon the Vendee and its legal heirs/assignees/transferees/tenants. The breach of the terms and conditions of the sale deed and other covenants may lead to the cancellation of the Sale deed and other legal action/s by Vendor, as the case may be, as per the prevailing laws.
6. That the Said Flat/Dwelling unit is free from all sorts of encumbrances, liens and charges etc. except those created at the request of the Vendee himself to facilitate his loan for the purchase of the said Flat/Dwelling unit.
7. That in case the Vendee has availed of a loan facility from his employer or any Financing bodies/Institutions to facilitate the purchase of the Said Flat, then in that case:-
 - (i) The terms of the financing agency shall exclusively & independently be binding and applicable upon the Vendee only.
 - (ii) The Vendee shall alone be responsible for repayment of dues of the financial institution/agency, along with interest / penalty accrued thereon or any default in repayment thereof. Further any civil/legal suits arising out of the same shall be solely on the part of the Vendee and the Vendor shall not be responsible in any manner for the same, what so ever it may be.

8. The Vendee hereby confirms of understanding the calculation of the Super Area which means the built-up area of the Flat which is the entire area enclosed by its periphery walls including half of the area under common walls between two Flats, and full area of the other walls, columns, projections, balconies, cupboards, window projections, dedicated terraces (if any) and dedicated service shaft etc. inside the Flat PLUS the proportionate share in the common areas such as Staircases, Entrances, Lobbies, Corridors, Passages, Munties, Lift wells, Electrical & fire shafts, Overhead tanks etc. of the said Building, and proportionate share of other common facilities in the Complex like Community facilities, Guard rooms, Covered circulation areas, Security office/ Society & Maintenance office, Maintenance staff rest facilities, Rooms for Pumps, Generators, Electric and telephone installations, General Toilets, service shafts and service yards, S.T.P., and other facilities etc.
9. That Except for the said Flat conveyed herein along with all common usage rights attached therewith, including undivided right of use of all common areas and facilities of ingress and egress over common areas within the Complex/Project, which may be within or outside the foot print of the Building. All rights and interest in all unsold Flats/dwelling units, un-allotted/unsold areas in the Buildings/Said Housing project, open spaces, roofs/terraces of Buildings, Storage areas, unreserved parking spaces (except those which are specifically allotted), common areas, services areas, convenient shops, Club house, amenities and facilities etc. shall continue to vest with the Vendor and they shall have the sole right and absolute authority, whatsoever it may be to deal in any manner including by way of sale, transfer, lease or any other mode, which they may deem fit in his sole discretion.
10. That the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Said Complex, rules framed by the Vendor/Maintenance agency/Association of the Flat Owners and all laws, bye-laws, rules and regulations stipulated by Ghaziabad Development Authority, and/or the Municipal, Local and other Government or Statutory bodies and shall keep the Vendor/ Maintenance agency and owners/ occupiers of other Flats in the Building indemnified against all costs, consequences, damages & penalties, legal and civil action/suits arising out of any breach or non-compliance of any of rules in any manner whatsoever it may be.
11. The Vendor shall nominate a Maintenance agency for the maintenance and upkeep of the various amenities and facilities provided in the Complex. A separate Maintenance agreement shall be executed between the nominated Maintenance agency and the Vendee regarding the terms & conditions for the same, and the Vendee shall make payment of the recurring Maintenance charges and/or Security charges as levied by the Maintenance agency and will abide by all the stipulated conditions and regulations thereon.

12. That the Vendee has already paid the sale consideration, as stated hereinabove, and all other dues, which were payable from the date of application for booking of the said Flat. However the Vendee undertakes that if any additional charges, levies, rates, taxes, demands etc. including GST/Works Contract Tax, Metro Cess, Development charges (for the provision of peripheral and/or external services or for any other reason), Elevated road charges, City forest charges etc. attributable to the said Flat/Said Complex are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of Said Flat and the Vendee is liable to pay the same or the proportionate share as the case may at that point of time. The Vendor directly or through their nominated Maintenance agency, at their sole discretion may collect this amount in advance to pay the charge/ or recover the same after paying the same first.
13. The Vendee shall pay directly to the local government/Central Govt./Local Authority, Municipal or G.D.A., existing or to be levied in future viz... House tax, Municipal Tax, Sewer tax, Water tax & charges and other taxes, charges and assessments of every description, which are now or may at any point of time even after the execution of this Sale deed be assessed, charged or imposed upon the said Flat/Complex.
14. Till the time, said Flat is not separately assessed for the taxes, duties etc., the Vendee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the Super area of the Flat, to the Maintenance Agency, who on collection of the same from all the Vendees of the Complex, shall deposit the same with the appropriate authority(s) /G.D.A, as the case may be.
15. It shall be incumbent on each Vendee to form and join an Association of Apartment Owners comprising of all the Vendees for the purpose of management and maintenance of the Complex. Only common services shall be transferred to such Association. All unsold Flats/dwelling units, un-allotted terrace/roof, unreserved open and covered parking spaces, Club & facilities therein, storage areas etc. and the un-allotted areas, Convenience shops, etc. shall remain the property of the Vendor and those shall be seized and deemed to be in possession of the Vendor.
16. The Central green lawns and other common areas shall not be used for conducting personal/ public/family functions such as marriages, birthday parties etc. The functions can be held in the Club house or Community center specifically earmarked/ allotted for such purposes only, and that too as per the rules and regulations of the Maintenance Agency, and upon the advance booking of the space from the Maintenance Agency on payment of the stipulated charges as may be fixed by it from time to time.
17. The Maintenance Agency and their authorized staff and workmen shall always have the right to enter into and upon the said Flat or any part thereof at all reasonable hours to rectify any defect in the said Flat or the defects in the Flats above or below or adjoining the said Flat and also for repairing, maintaining, cleaning, lighting and keeping in good/

working condition the service drains, pipes, cables etc., and the Vendee covenants and agrees to permit them to do so. Any refusal by the Vendee to allow such entry into or upon his Flat or any part thereof will be deemed to be a violation of this Deed and the Vendee shall make himself liable for legal actions for said violation.

18. The Vendor/Maintenance Agency shall in no case be held responsible or liable for any fire, or any kind of hazard, electrical, pollution, structural, originating from the Flat of the Vendee, or other Flats/ Common Areas in the said Complex. The Vendee Shall keep the Vendor indemnified and harmless against any loss or damage and/or Civil/criminal liability that may be caused to him and other Flat owners of the said Complex, or their family members or any other persons or their properties in this regard.
19. Electricity connection has been taken from the Paschimanchal Vidhyut Vitran Nigam Limited (P.V.V.N.L.) by the vendee. Club, Common areas & other facilities inside the complex and the Maintenance agency shall supply such energy to the Vendee as per agreed sanctioned load by electric meter system. The Vendee shall abide by all the terms and conditions as laid down in the Maintenance agreement/other agreements executed by them regarding the payment of electrical charges, duty, taxes, other expenses etc., and other rules & regulations as mentioned therein. Further the Vendee undertakes to abide by the prevailing rules and regulations as specified by governing bodies/ P.V.V.N.L./U.P.P.C.L.
20. That the Maintenance agency has provided the centralized power back-up system to each Flat as per agreed sanctioned load, and to the common services/facilities in the Complex through the private Diesel generating sets. The Vendee shall abide by the terms and conditions laid down in the Maintenance agreement/ other agreements executed by them regarding the regulations for the usage of the Power back-up. Further the Vendee agrees to make payments for Power back up charges, duty, taxes etc. and other rules & regulations as mentioned therein.
21. In case of any natural calamity or any other situation of any kind or Act of God, the Vendor/ Maintenance agency shall be in no way responsible for all or any of the losses/damages of any kind.
22. That the existing use of the Said Flat is Residential only and the Vendee undertakes to use the Said Flat for residential purpose only. The Vendee will not allow/ permit any trade or business of any nature whatsoever in the said Flat, nor use the same for any purpose other than residential. Further the Vendee shall not do any act or thing whatsoever which in opinion of the Authority and Vendor/ Maintenance agency may be a nuisance, annoyance or disturbance to the other Unit/Flat owners of the said Housing Complex and persons living in the neighborhood. In case of any violation by the Vendee, the Vendor/ Maintenance agency/ Flat Owners Association shall be free to take legal action. The Vendee will obey and honor to all directions, House rules, issues and

regulations made by the Vendor/Maintenance Agency/ Authority now existing or likely to exist in future so far as they effect the health, safety or convenience of other Residents/Flat owners/Occupants of the said Complex.

23. That all the provisions contained herein and the obligations arising hereunder in respect of Said Flat/Building/Complex shall equally be applicable to and enforceable against any and all occupiers/tenants/subsequent purchasers/transferees of the Said Flat. Whenever the right, title and interest of the Vendee in the Said Flat is transferred in any manner whatsoever it may be, the transferee shall be bound by all covenants and conditions contained in this Sale deed and the Maintenance Agreement/other agreements referred to anywhere in this Sale Deed, and transferee shall be liable and answerable in all respects .
24. The Vendee has become the member of the Club in the Complex by virtue of this sale deed. However the Vendee is liable to pay the recurring charges towards the maintenance and operation of the Club house. Further the Vendee is liable to pay for other/all paid services to be provided in the Complex by Maintenance agency. The Vendee and anyone else claiming under him shall abide by the rules and regulations of the Club House, Pool and other common amenities and facilities. Further the Vendee will no longer continue to be the member of the Club House and all other common amenities and facilities upon the sale/transfer of the said Flat, and its membership shall stand transferred to the new owner/transferee of the Flat.
25. The Vendee shall not in any manner whatsoever, encroach upon any of the common areas, limited common areas etc. The Vendee shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary /permanent constructions carried out by him in the Said Flat, or on Car Parking space(s), or on any common areas within the Complex, and shall be liable for their removal at his own cost & risk.
26. That the Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external façade of the Complex/Building/ tower or anywhere on the exterior or on common areas, or on roads of the Complex / Said Housing project. The Vendee shall be entitled to display their own name plate only at the external wall of the said Flat adjoining the main entrance door towards lift lobby passage.
27. That the Vendee shall maintain the Said Flat/Dwelling Unit including Walls and Partitions, sewers, drains, pipes, attached dedicated lawns (if any) and dedicated terrace areas (if any), thereto in good state, order and condition in which it is delivered to them and in particular so as to support, shelter and protect the other parts of the building. Further, the Vendee will neither himself do, nor permit anything to be done which may damage any part -structural frame work, beam column, slabs , elevations internal and

external walls, the staircases, shafts, common passages, adjacent unit(s) etc. The Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the Said Flat in any form. The Vendee shall also not change the color scheme of the outer walls or painting of exterior side of the doors and windows including fixing of colored films etc. and shall not carry out any change in the exterior elevation and design.

28. No construction or alteration of any kind will be allowed on exclusive attached lawn/courtyard (if any) on ground floor Flats/dwelling units and attached terraces (if any) on upper Flats/dwelling units and in the open car parking spaces (which shall always remain open to sky). Any such breach shall be treated as default and the same shall attract disconnection of common services and facilities. It is clarified that the usage right of attached lawn area/courtyard (if any), terraces (if any) and store area (if any) shall always be a part and parcel of the said Flat and shall never be dealt separately as an independent legal entity in any manner whatsoever it may be. On sale/transfer of said Flat by the Vendee, All rights of attached lawn area/courtyard (if any), terrace (if any) & store area (if any) of the vendee shall be automatically transferred to the Transferee without doing any further act.
29. The Vendee shall not be allowed to affect any of the following changes/alterations under any circumstances:
 - (i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the Said Flat or any part of adjacent units.
 - (ii) Changes that may affect the facade of the Said Flat/Building/Tower (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint /color of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - (iii) Making encroachments on the common spaces, common areas & facilities in the Complex.
 - (iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Flat.
 - (v) Tampering with the firefighting equipment's installed in Flat/Tower/ Building, water proofing in the bathrooms, electrical fittings and wiring etc.
30. That the Vendee shall strictly observe following points to ensure uniformity, general safety & security durability and long term maintenance of the Building/Project:-
 - (i) No changes in the internal lay-out of the Said Flat should be made.

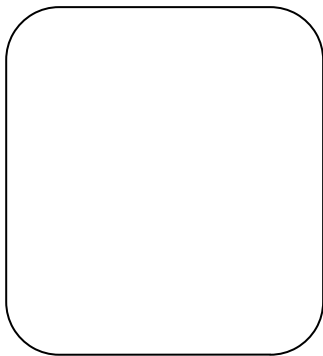
- (ii) No R. C. C. structural member like column and beams should be hammered or punctured for any purpose.
 - (iii) The Vendee shall install /fix (if required) the coolers/Air conditioner in the spaces provided for that by the Vendor. No unit shall be installed in the lift corridors/Passage/Staircase area and any other common areas or passage.
 - (iv) The Vendor/ Maintenance agency shall designate, regulate and approve the entry of the service providers such as Telephone, cable, satellite T.V./ Radio, Internet, Wi-fi, Wi-max, IP / IT services, general utility services or any other type of services.
 - (v) The plumbing Network inside the Said Flat is not to be tampered with or modified by any outside plumber in any case.
 - (vi) All the external disposal services to be maintained by periodical cleaning.
 - (vii) The Vendee shall not cover the balcony/ terrace of the Said Flat by any structure, whether permanent or temporary.
 - (viii) No alteration will be allowed in elevation, even of temporary nature.
 - (ix) The Vendee shall not make any electrical changes in the internal cabling, wiring and other power points provided inside the said Flat.
 - (x) The Vendee should make sure that all water drains in the Said Flat (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked as the stagnant water is the biggest reason for dampness on levels below.
 - (xi) If Vendee rents out the Said Flat, he is required to submit all details of the tenants to the Maintenance Agency. The Vendee will be responsible for all acts of omission and commission of his tenant. The Maintenance agency can object to renting out the Said Flat to person/s of objectionable profile. The Vendee further undertakes to get the Police verification done for any such tenant or servant/ maid/ personal help employed by him and will provide the copy of the same to the Maintenance agency.
 - (xii) The Vendee is not allowed to put the Main door grills/ gates in the Said Flat as per individual wish, only the design approved by Vendor will be permitted for installation.
 - (xiii) No changing of tiles or Sanitary wares inside the said Flat.
31. Even after the execution of this Sale Deed & other documents, Vendor shall be entitled to construct additional floors/storey(s) or any additional tower/ construction of any

nature, as may be approved by the concerned authorities on account of Purchasable/ Enhanced/ Incentivized / Permissible FAR etc., and/or increase in FAR due to any reason whatsoever it may be, and to sell the same, and the Vendee or any person on his behalf shall not have any objection whatsoever, to said the referred additional construction or its sale. The Vendor shall be entitled to connect the electricity, water, sewerage connections and other allied services connection of the additional structure with the existing connections without any objection, obstruction, or protest by the Vendee or any other person on his behalf. The Vendee hereby conveys unconditional consent/ NOC/ Permission for any type of further construction in future of any manner, anywhere inside the Complex, which shall finally be regularized/ approved by the concerned Authorities in due course of time.

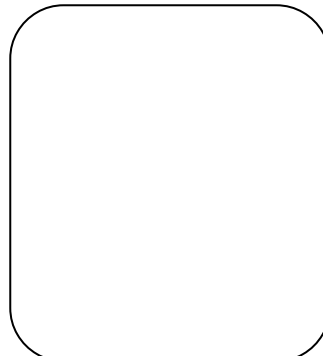
32. The Complex of which the said Flat is part and parcel, shall always be known as **“UNINAV UTOPIA”** and shall never be changed by the Vendee /Flat owners/ anybody else. At no point of time any change, whatsoever, shall be made in the said name and mark of distinction. The logo, layouts, elevations and the name of the Complex shall remain the intellectual property of the Vendor at all times and they shall not be under any obligation to part with/ share the same with the Vendees or their body under any circumstances. The Vendee or their representative body shall not have any right whatsoever to effect, alter or modify such intellectual rights of the Vendor at any point of time.
33. The Vendor/Maintenance agency at its sole discretion, shall have all authorities & rights to use any part of Complex (including the roof tops and terraces) for advertisement, promotional activities and can use any facilities inside the Complex for any commercial /non commercial use at their own costs and expenses, without any burden on the Vendee, and the Vendee shall have no interest therein in the gains accruing thereby.
34. The provisions of Uttar Pradesh Flat (Promotion of Construction, Ownership and Maintenance) Act, 2010 as amended from time to time and the Uttar Pradesh Flat (Promotion of Construction, Ownership and Maintenance) Rules, 2011 and all other rules, regulations other and statutory laws, wherever applicable, will be observed and complied by the vendee.
35. All the costs and expenses incidental to the preparation, execution and registration of this Sale Deed, including the payment of stamp Duty and Registration fees has been borne by the Vendee. The Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said Flat for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Concerned Authority along with consequent penalties and deficiencies and interest as may be levied/ imposed in

respect of the said Flat conveyed by this Deed shall be paid by the Vendee exclusively, and the Vendor shall not be liable & responsible to pay the same.

36. Except for the agreements executed for the maintenance & upkeep of the said Complex & Undertakings/Affidavits given by the Vendee to the Vendor, all other E-mails/Fax/correspondence letters, Notices, Replies etc. sent by Vendee to Vendor (till the execution of this sale deed) will become Null & Void with the execution of this sale deed. For any further communication with the Vendor, all the letters/notices/requests shall have to be sent to the corporate office/Registered office of the Vendor at Delhi through Registered post/ Speed post.
37. The Vendee shall have the right to sell or rent or lease the Flat to any person without causing any problem or nuisance to the Vendor or any other Vendee or to any third party in the Complex.
38. The parties hereto declare that they have taken the independent legal advice and have understood the true purport, meaning and effect of this Sale deed.



Witness 1



Witness 2

39. That in case of violation or non compliance of any terms of the Sale Deed and other executed Agreements/ Undertaking mentioned herein, the Vendor in addition to claiming the compensation, damages, costs etc, can also take punitive legal action including cancellation of Sale deed, as per due process of law.
40. The Court/Quasi judicial bodies of Ghaziabad, High Court at Allahabad and State Commission at Lucknow shall have the absolute jurisdiction.
41. The Vendee shall be entitled to get the transfer its name in records of the Government / GDA/Sub-Registrar etc., and the Vendee shall get the mutation in his name/s on the basis of this Sale deed at his own cost, time and efforts.

42. WHEREAS on the aforesaid representation and subject to the limitation mentioned herein, the Vendor hereby grants, conveys, sells, releases and transfers, assigns all its reversionary interest in the said Flat to the Vendee. Further The Vendee shall have the absolute right to hold, use & enjoy the said Flat ,subject to observing & performing the terms and conditions and covenants contained herein.

IN WITNESS WHEREOF, the Vendor and Vendee described hereinabove have signed sealed & executed at the place and on the date, month and year, first above written.

SIGNED, EXECUTED & DELIVERED BY:-

.....
Vendor
(Authorized representative)

.....
VENDEE/S

WITNESS:- (1)

(2)