

**SEMEION**

**Sec-41, Faridabad.**

**PURCHASE AGREEMENT**

This agreement of Sale is made at Delhi on the date .....between **M/s Meenal Housing Pvt. Ltd.** having its Corporate office at **X-25, KARKARDOOMA INSTITUTIONAL AREA, KARKARDOOMA, Delhi-110092** through its duly authorized Director, **Mr Anuj Mehrotra** hereinafter called the First Party of this agreement and referred as the "Company"

**AND**

**Allotee name**.....hereinafter called the second party of this agreement.

**COMPANY**

**ALLOTTEE(S)**

**IMPORTANT CONDITIONS FOR EXECUTION OF .... BHK APARTMENT PURCHASE AGREEMENT**

1. On acceptance of application for provisional booking of the .... BHK Apartment, the Allottee(s)/purchaser(s) would be required to execute two copies of the .... BHK Apartment purchase agreement.
2. Company shall provide two sets of the .... BHK Apartment purchase agreement to the Allottee(s), out of one copy which are required to be returned back to the company after being duly signed in the prescribed manner within 15 days of the receipt thereof.
- ..... Allottee(s) is/are advised and expected to carefully go through "Terms & Conditions" incorporated in the said agreement before signing each page of the same so as to ensure that the Allottee(s) has fully understood and known the contents of the said agreement as well as his/her/their obligations and liabilities thereupon.
4. That, if the Allottee(s) fails to execute the said agreement and/or does not submit the same to the company within stipulated period of 30 days then it shall be deemed that the Allottee(s) has surrendered his booking and he/she is no more interested to purchase the .... BHK Apartment. In that event, the company, without assigning any reference to the Allottee(s)/purchaser(s), shall be at its liberty to sell/transfer the said .... BHK Apartment to the other intending purchaser(s) and the Allottee(s) shall be entitled only to the extent of refund of the Booking amount subject to deduction of 50% of the Booking amount paid by the Allottee(s) without any interest or compensation there upon. No claim shall be entertained after expiry of 60 days from the date of issuance of Demand letter by the Company and the entire amount, whatsoever paid by that time shall stand forfeited.
5. That prior to execution of the present .... BHK Apartment purchase agreement by both the parties, the booking shall remain provisional without any rights or claim in favor of the Allottee(s)/intending purchaser(s).
6. The company after having received from the Allottee(s) both sets of the agreement duly signed and completed in all respect shall return one copy of the same to the Allottee(s)/intending purchaser(s) within 15 days from the date of its receipt after executing the same.
7. Incase the Allottee(s) gives any false and misleading information or conceal the materials facts in the application form and/or in the documents provided/attached by the Allottee then the company at its sole discretion may refuse to execute the said agreement and in that event the company shall refund the Booking amount to the Allottee(s) as per the clause 4 above and consequently, the Allottee(s) shall have no right, title or interest in any manner whatsoever, in the .... BHK Apartment provisionally booked in the Allottee(s) name.
8. In case the Allottee(s) is foreign national/or NRI, he/she/they shall ensure that all the legal formalities/requirements, as contemplated under the relevant laws, rules, notifications, circulars and Govt. orders issued from time to time governing the purchase of properties/land and remittance of money/foreign exchange including any permission for the same from the competent authority, shall be done by the Allottee(s) himself/herself/themselves.
9. There will be no objection from the second party in the case of increase in height due to increase in FAR [Floor Area Ratio] by Municipal Corporation of Faridabad[MCF].

**COMPANY****ALLOTTEE(S)**

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I/We Confirm that I/We have read and understood all the above conditions and all clauses of the present .... BHK Apartment Purchase Agreement, its annexure etc. and I/We now execute the .... BHK Apartment Purchase Agreement being fully conscious of my/our rights, obligations and limitations thereupon and undertake to fully abide by it.

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**(Signature of the Allottee(s))**

### **Guidelines for execution of the .... BHK Apartment Purchase Agreement:**

1. Kindly sign with joint Provisional Allottee(s), if any, on all places marked Allottee in the Agreement including all annexure.
2. Kindly paste the photograph/s including of Joint Allottee(s), as the case may be, at the relevant space provided for the same and sign across the photograph/s.
- ..... Both copies of the present .... BHK Apartment / Apartment dwelling unit Purchase Agreement duly signed and with all the annexure in their original form shall be returned to the Company either by registered post (AD) or through hand delivery only within the stipulated time of 15 days.
4. Kindly sign next to the tentative typical .... BHK Apartment plan
5. Witnesses Signatures are to be appended only on the last page.

Passport Size Photo

Passport Size Photo

Passport Size Photo

**FIRST ALLOTTEE**

**SECOND ALLOTTEE**

**THIRD ALLOTTEE**

**COMPANY**

**ALLOTTEE(S)**

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## **A) DEFINITIONS**

The terms and expressions stated herein below and used in this agreement shall have the following meaning and context:

**Allotment :** "Allotment" means the transaction as a result of which .... BHK Apartment is reserved/booked on the application of the Applicant(s)/Allottee(s) by the company subject to payment of the requisite minimum amount of 10% of the price, called "Booking amount" and thereafter, a written communication issued by the company and addressed to the Allottee(s), confirming acceptance of the application for booking of the .... BHK Apartment in the said group housing scheme/society, on the terms & conditions contained in the application form and the present .... BHK Apartment Purchase Agreement executed between the Allottee(s) and the company. The allotment shall remain provisional till signing and execution of the present .... BHK Apartment Purchase Agreement.

**Company:** "Company" means M/s **Meenal Housing Pvt. Ltd.** having their **Corporate Office** at **M.K.House, X-25, KARKARDOOMA INSTITUTIONAL AREA, Delhi-110092** respectively, a joint venture promoting group housing scheme/society in the name and style of "**SEMEION**".

**.... BHK Apartment:** ".... BHK Apartment" means an raw independent dwelling unit comprising of room, toilets, kitchen, Tile, Wardrobe, Lights, false ceiling

**Payment Schedule:** "Payment Schedule" means the payment plan adopted by the Allottee(s) for making payment of the price of the .... BHK Apartment and other charges/dues connected therewith and refer to the period within which such payments shall be made to the Company.

**Price :** "Price" means the total price of the .... BHK Apartment payable by the Allottee(s) to the company including usage right for car parking space and PLC's if any, etc., more particularly the cost details as given in the application form for each independent unit chosen by the Allottee(s) in the application form ..

**Provisional Allottee(s):** Provisional Allottee(s) means the person whether individual, partnership firm or company as the case may be, that has made an application on the prescribed form for booking of a .... BHK Apartment of his/her/its choice in the said group housing scheme/society of the said company.

**Transfer :** "Transfer" means the Deed of Conveyance/Sale conveying rights/title and interest in the .... BHK Apartment allotted, with proportionate rights in the common areas/facilities as per the prevailing law, in favour of the Allottee(s)/intended purchaser(s), it shall not include rights of the company to carry out further construction incase of any changes in Floor Area Ratio. The ownership rights/title of the-club, swimming pool, open spaces, parks, health club, shopping centers and other facilities and amenities shall remain vested with the company only and the company shall have the authority to charge cost/price etc. of membership for such facilities or/and dispose of these assets in the manner as deemed fit by the company.

## **B) LAND/PLOT DETAILS**

**COMPANY**

**ALLOTTEE(S)**

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WHEREAS the Company M/s Meenal Housing Pvt. Ltd. are the lawful owners & is in possession of **1.24 sq. acre (50....6.90 sq. yard)** of freehold residential land in **Village Sarai Khawaja, Sector-41, (SurajKund) Faridabad** by virtue of a duly executed and registered Sale deed for an area, admeasuring 50....6.90 sq. yard.

AND WHEREAS the entire 50....6.90 sq. yard of freehold residential land, in the possession/under ownership of the company is bounded as under:

### **Bounded by**

- |      |            |   |                               |
|------|------------|---|-------------------------------|
| i)   | EAST       | : | Plot No.5                     |
| ii)  | SOUTH      | : | 18 mt. Road.                  |
| iii) | WEST       | : | NHPC Colony                   |
| iv)  | NORTH      | : | MCF Land                      |
|      | Total Area | : | 50....6.90 sq.mt. (1.24 acre) |

AND WHEREAS the company has planned to build the multi-storied .... BHK Apartments under the name and style of group housing scheme/society called "SEMEION". On the above mentioned freehold residential plot of land as per the rules and regulations governed by the Municipal Corporation Faridabad and sell the same on the terms and conditions as embodied in the present .... BHK Apartment Purchase Agreement.

AND Whereas the Allottee(s) has expressed his/her/their desire and applied for the allotment of a .... BHK Apartment in "**SEMEION**" which the company has offered for allotment.

AND Whereas the Company has decided to sell the residential .... BHK Apartments of various sizes/dimensions to different intended purchaser(s)/Allottee(s) as per the terms and conditions and price mentioned in this agreement as well as in the application form.

AND Whereas the terrace rights for the purpose of the proposed group housing scheme/society shall remain with the company and no Allottee(s) and in particular the Allottee(s) of the last floor shall have any right to the open terrace in any manner whatsoever, including uses and occupation of the same.

AND Whereas during the course of construction and/or after completion of the construction and/or after handing over physical possession of the .... BHK Apartment to the Allottee(s) or even thereafter or even otherwise under the rules of local authorities, if the company gets permission to raise further stories/construction on the existing roof then the company alone in its absolute discretion shall have the absolute right to raise further construction on the existing roof without any objection from any of the Allottee(s) including Allottee(s) of the last floor.

**COMPANY**

**ALLOTTEE(S)**

**NOW THIS AGREEMENT WITNESS AS UNDER:****1. ALLOTMENT OF THE .... BHK APARTMENT:-**

- i) That the Allottee(s), after having inspected and being fully satisfied with the tentative construction plans, permissions, specifications, ownership records and title, with respect to the aforesaid land and the group housing scheme/society of the company, has agreed to execute the present .... BHK Apartment Purchase Agreement for a residential .... BHK Apartment, subject to the terms & conditions, hereinafter referred, to be observed, performed and fulfilled by the Allottee(s).
- ii) That the Company on the basis of the said application of the Allottee(s) and relying upon the information submitted therein, has agreed to reserve a residential .... BHK Apartment for the Allottee(s), on the terms and conditions mentioned hereinafter:
- iii) The Company has made allotment of a residential .... BHK Apartment to the Allottee(s).

That as per allotment, the description of the .... BHK Apartment is as under:-

- **Tower No.** ....
- **.... BHK Apartment No** ....
- **Floor** ... **Floor**
- **Super Area** .....**sq.ft.**

- iv) The allotment of the .... BHK Apartment made by the company is provisional and the same shall absolute only after making of payment of the entire sale price and other charges by the Allottee(s) to the company, and fulfillment of all the terms & conditions as incorporated herein. This allotment shall be of no consequence and shall stand cancelled on failure to abide by the terms and conditions of the Present .... BHK Apartment Purchase Agreement and the Application form.

**2. AREA OF THE .... BHK APARTMENT:**

- i.) That the Super Area of the .... BHK Apartment as applied by the Allottee(s) and provisionally allotted to the Allottee(s) shall be ..... **sq ft.** approximately as per construction plan.
- ii) That the Company may provide additional/better specifications other than those mentioned in the specifications sheet or sale brochures or may increase/decrease the Super area of the .... BHK Apartment of the Allottee(s) as deemed necessary or due to any supervening circumstances or due to any technical reason/s or to facilitate the larger interest of the other Allottee(s), subject to further payment/adjustment of the price proportionately at the original rate as mentioned in the Application form. The decision with regard to measurement of the Super area shall remain solely with the Company which shall not be called in question by the Allottee(s) on any ground.

**..... PRICE:**

- i) That the Company has already notified to the Allottee(s)/Allottee(s) the total price/cost of the .... BHK Apartment so booked/reserved which valued **Rs.....**and includes basic price, and usage right of space for Car Parking, etc. as per the cost of the .... BHK Apartment as mentioned in the Application form. (Strike off whichever is not applicable)

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- ii) That the price/cost so offered by the Company shall remain unchanged and shall not be subject to any escalation for this .... BHK Apartment/unit.
- iii) That the total price/cost of the .... BHK Apartment, however, shall not include the following and which shall be the separate liability of the Allottee(s):-
  - a) All levies, taxes including service tax, fees, GST, T.D.S., other charges etc. to be imposed by the Central Government/State Government and other local bodies from time to time.
  - b) All costs of installation of electricity & water connections & security deposits payable to the Electricity Board and/or Municipal Bodies.
  - c) All expenses including cost of stamp duty, transfer charges, registration charges etc. for transfer/sale of the .... BHK Apartment in favour of the Allottee(s).
  - d) IFMS Rs. 50/-Sq. ft. will be extra.

## **4. PAYMENT PLAN**

- i) That all the payments shall be made by the Allottee(s) strictly as per details/conditions stipulated in the payment plan annexed herewith by demand draft or crossed cheques in favour of the company. Out station cheques shall not be entertained but can be taken into consideration subject to the decision of the company from case to case.
- ii) That the Allottee(s) shall maintain the Schedule of Payments strictly and scrupulously. In case of default in making of payment as per Payment Plan, then allotment of the .... BHK Apartment shall deemed to be cancelled automatically on expiry of 60 days grace period from the date of Demand letter and in that event the company may refund the payment received from the Allottee(s) subject to deduction of 50% of the Booking amount without any interest thereon.
- iii) That, however, the Company shall its absolute discretion accepts the delayed payments, on being shown sufficient cause by the Allottee(s) for such delays. The Allottee(s) shall be liable to pay interest @ 18% per annum on delayed payments from its due date.

## **5. Transfer of Allotment:**

- i) That ordinarily transfer of booking by the Allottee(s) shall not be permitted, however the company may, at its sole discretion, allow the first transfer by the original Allottee(s) in bonafide cases only is free of cost on fulfilling other statutory requirement/s & all dues as applicable from time to time in this regard. Any subsequent transfer shall also be at the sole discretion of the Company on the terms and conditions as the Company may decide in this regard depending upon case to case.
- ii) In case of transfer of the .... BHK Apartment as stated above, the transferee shall step into the shoe of original Allottee(s) and as such all the terms and conditions as contemplated under this Agreement shall binding on him/her/them in its letter and spirit.

## **6. Possession:**

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- i) That the Company hereby assures that possession of the .... BHK Apartment shall be handed over to the Allottee(s) by dated..... with further grace period of six months. However, if the construction of the group housing scheme/society is delayed due to any force-majeure or any other supervening circumstances, the company shall not be held liable for the delay.
- ii) That, if there is any delay in handing over the possession of the .... BHK Apartment by the company to the Allottee(s), the company agrees to pay to the Allottee(s) compensation to be calculated at the rate of Rs. 5/- per sq. ft. per month (Rupees Five only per sq. ft.) for the period of delay except for the circumstances stated above. However, the company shall not be held liable for any compensation for the grace period of the six months.
- iii) That the Company shall hand over the possession of the .... BHK Apartment to the Allottee(s), only after receiving all and the entire dues from the Allottee(s). The company shall have the right to withhold possession in case all the dues including maintenance charges, as required, is not paid in full by the Allottee(s) to the company within the stipulated period in accordance with the payment plan chosen by the Allottee(s).
- iv) The Allottee(s) shall ensure that he/she/it comes forward to get the sale deed/conveyance deed get executed in his/her/their favour, on getting the offer of possession of the .... BHK Apartment by the company subject to payment of entire cost of the .... BHK Apartment or any other dues, but not later than sixty days from the date of offer of possession of the .... BHK Apartment by the company, In default thereof, the Allottee(s) shall be liable to compensate the company at the rate of Rs. 5/- per sq. ft. per month (Rupees Five only Per sq. ft.) for the inconvenience caused to the company.

## **7. Conveyance Deed**

- i) That on payment of all the dues, whatsoever by the Allottee(s), the Company shall execute sale Deed/Conveyance Deed in favor of the Allottee(s) in respect of the .... BHK Apartment as described in the application form.

## **8. Cancellation of Allotment**

- i) That the allotment of the .... BHK Apartment in favor of the Allottee(s) is deemed to be cancelled on happening of any of the event(s) referred herein below.
  - a) If the Allottee(s) makes defaults in making payment of the dues as per the payment plan opted by the Allottee(s) as it is made clear that timely payment is the essence of the agreement.
  - b) If the Allottee(s) fails to comply with all or any terms & conditions of this Agreement.
  - (c) If the Allottee(s) fails to sign the Agreement with any of the agency appointed by the company for maintenance/safeguard of the Housing Complex/Society.
  - (d) If the Allottee(s) transfers his/her rights in the .... BHK Apartment to any third person in any manner whatsoever including assignment or mortgage without prior written permission of the company.

## **9. Common Facilities as per the Architect Plan:**

**COMPANY**

**ALLOTTEE(S)**



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- i) That the Company shall provide common facilities for the benefit of all Allottee(s) which include the following:
  - Installation of lifts in every block.
  - Installation of fire fighting system.
  - Installation of intercom connection for each .... BHK Apartment.
  - Installation of stand-by generator(s) for running the lifts, tube wells, water pumps and common services.
  - Club.
- ii) That the company shall be responsible for providing internal amenities within the peripheral limits of the said group housing scheme/society which inter alia includes (1) laying of roads, (2) laying of waterlines, (....) laying of sewage lines (4) laying of street lights. The maintenance charges for these internal amenities/services shall be borne by the Allottee(s).
- iii) That the common passage, whatsoever shall be used for free ingress and egress by the Allottee(s)/visitors and no hindrance/obstruction shall be allowed in any form by any of the Allottee(s).

## **10. Facilities on Extra Payment**

- i) That the additional usage rights of parking space, subject to availability of the same shall be allowed/allotted on "first come first serve basis" on payment of extra charges as fixed by the company at the relevant time.

## **11. Additions or Alterations**

- i) That no Allottee(s) shall have the right to make any structural changes outside the .... BHK Apartment or inside the .... BHK Apartment, in any manner whatsoever. The Allottee(s) of the .... BHK Apartment in the said group housing scheme/Society shall ensure that the original structure of the .... BHK Apartment is maintained to avoid any danger or damage to the constructional features of the whole building as well as that of adjoining .... BHK Apartments.
- ii) That neither the Allottee(s) nor the occupier of the .... BHK Apartment can put up any sign board, publicity or advertisement material outside his .... BHK Apartment or anywhere in the common areas, outer walls of the Building/tower/complex thereby causing obstruction or hindrance to the other Allottee(s) or passerby etc., without prior written permission of the company. However the Allottee(s) may put up the nameplate of standard size depicting his name on the Entrance of the .... BHK Apartment or on the specially designated space for the purpose.
- iii) That the Allottee(s) shall not cover, particularly the balconies and open areas by putting any kind of permanent or temporary structures, so as to ensure that the exteriors of the housing complex remains uniform and the beauty of the whole building is not tainted with.

## **12. Cancellation Clause:**

**COMPANY**

**ALLOTTEE(S)**

- i) In case of Non-Payment cancellation charges will be charged @ 10% of the total value of .... BHK Apartment/ Apartment.

**1..... Provisions for Common Maintenance**

- i) That the Company shall have the right, either to appoint itself or to appoint any other agency for maintenance of the common area of the housing complex and common facilities such as maintenance of lifts, power back-up, common electrical points, internal communications, up-keep of common areas, stair case, security arrangements etc.
- ii) The maintenance as stated above shall be undertaken by the company or it may be assigned to a separate and independent agency by the Company. The maintenance charges shall be decided by the Company and shall not be questioned by the Allottee(s) and the same shall be payable on sq. ft. basis for the entire Super area owned by each of the Allottee(s). It is made clear that the maintenance charges shall be payable after grace period of 15 days from the date of issue of Possession letter. After the entire dues, whatsoever of the Company are cleared, the maintenance agency operating at that time may be handed over to the duly formed Association of Residents within a period of six months from the date of request received by the Company, in writing from them.
- iii) That for the purpose of provisions of common maintenance, the Allottee(s) shall execute a separate agreement either with the Company or any other independent agency or the Association of Residents so appointed, as the case may be, agreeing to pay the security deposit and maintenance charges for such provision and observe all the rules/terms & conditions so contained in the said Agreement so as to ensure proper and adequate security and maintenance arrangements for the entire group housing complex. The day it is handed over to the Association of Residents, the Company shall owe no responsibility of any kind, whatsoever.
- iv) That besides provisions for common maintenance and additional facilities may also be provided by the company to the Allottee(s) as and when deemed necessary by the company subject to payment for such additional facilities by the Allottee(s). The cost of additional facilities provided by the Company shall be decided and adjusted by the Company from the IFMS charges and the remaining amount, if any shall subsequently be transferred to the independent agency or to the Association of Residents so appointed, as the case may be.

**14. Arbitration and Disputes**

- i) That in case of any dispute(s) between the company and the Allottee(s) on any of the matter(s) or issue(s) pertaining to the subject matter of this Agreement or interpretation of any term of this Agreement the same shall be referred for adjudication in accordance with the Arbitration and Conciliation Act, 1996 to the sole arbitrator to be appointed by the Company. The award given by the arbitrator thereupon shall be final and binding on both the parties.
- ii) That the Courts in Delhi alone shall have the exclusive jurisdiction.

# **SEMEION**

Sec-41, Faridabad.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT DELHI  
ON THIS..... DAY OF ..... year.....

**APPLICANT 1**

**For M/s Meenal Housing (P) Ltd.**

Authorized Signatory

Name

Signature

**APPLICANT 2**

Name

Signature

**APPLICANT 2**

Name

Signature

**WITNESSESS:**

1.

2.

.....

**COMPANY**

**ALLOTTEE(S)**

# **SEMEION**

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## **ANNEXURE I**

### **Schedule of Payment**

Name of First Allottee :  
Project & Location : SEMEION Village Sarai Khawaja, Sector-41, Faridabad.  
.... BHK Apartment No. :  
Floor :  
Super Area of Unit :

### **Statement of Amount Payable**

Basic Sale Price	:	.....
Parking Covered	:	Inclusive
Power Backup (1KVA)	:	Inclusive
EEC	:	Inclusive
FFC	:	Inclusive
Club Membership	:	Inclusive
ADC (Area Development Charges)	:	Inclusive
Total Amount	:	.....

**Final Cost of the .... BHK Apartment** : .....

**(In words):-..... /-**

**COMPANY**

**ALLOTTEE(S)**