

GIST OF AGREEMENT FOR SALE

S. No.	Clauses/Details	Particulars
Details of the Promoter & Project		
1.	Promoter's Name	1000 Trees Housing Private Limited
2.	Project's Name	The Grove at Sanctuary
3.	Area of Project	[•] acres (or [•] sq. mtrs.)
4.	Address of Project	Sector 105, District Gurugram, Haryana
5.	Category of Unit	Commercial
Relevant Clauses of Agreement for Sale ("Agreement")		
6.	Terms	<p>i. The Total Sale Consideration is [•] and the allottee has agreed and paid 10% of Total Sale Consideration at the time of the booking.</p> <p>ii. The Total Sale Consideration amount includes Basic Sale Price, EDC & IDC, parking charges, PLC, GST and charges which may be levied, in connection with the development / construction of the Project) paid / payable by the Promoter up to the date of handing over the possession of the Unit to the Allottee(s) and the Common Areas to the association of allottees or the competent authority. in case there is any change/modification in the taxes/GST/charges/fees/levies etc. or any directions from any department, even if retrospective in effect, the subsequent amount payable by the Allottee to the Promoter shall be increased/decreased based on such change/modification.</p> <p>iii. The charges towards periodic maintenance and the Interest Free Maintenance Security Deposit ("IFMSD") shall be payable at the time of possession or as and when demanded by the Promoter.</p> <p>iv. The Payment Plan is annexed in Schedule C.</p> <p>v. Promoter shall not make any major additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule D and Schedule E in respect of the Unit without the previous written consent of the Allottee.</p> <p>vi. The Allottee agreed if the Promoter is required to make any additional/upgraded specifications, fixtures, fittings and provide any additional/upgraded equipment, plant & machinery or any additional amenities, over and above those provided under the BBA and/or required as per existing rules and regulations, due to any change in the Applicable Law or as per requirement of the Allottee, then the Promoter shall be entitled to raise the demand of such additional amount as additional costs and charges and the Allottee agrees to pay the same.</p> <p>vii. If there is a reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within 90 (ninety) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 5% (five percent) of the carpet area of the Unit, allotted to the Allottee, the Promoter may demand from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C.</p>

		<p>viii. The Allottee hereby grants his/her unconditional and unequivocal consent to the Promoter to make additions and alterations in the sanctioned plans, other plans, approvals, specifications, layout plans and common areas of the Project in such manner as the Promoter may deem fit in its sole and absolute discretion.</p> <p>ix. The Allottee agrees, acknowledges and confirms that the Promoter shall, either through itself and/or through its nominees, carry out construction and development on land parcels adjacent to the Larger Land (“Additional Land”), after seeking additional license/sanctions from competent authorities, in such manner as the Promoter may deem fit and such Additional Land and the project to be developed thereon (“Additional Project”) shall have unfettered and unrestricted access/right of way and connectivity of services from the Project/Project Land/Larger Land and the Allottee hereby grants his/her unconditional and unequivocal consent to the same and shall not raise any demand, claim, dispute or objection whatsoever in this regard.</p> <p>x. The Allottee shall have no right on the Additional Land. The Promoter/its associates plan to seek additional licenses, in addition to the License, and the Allottee shall have no objection to the grant of the said licenses and/or development thereunder.</p> <p>xi. In case the Allottee has paid Preferential Location Charges (“PLC”) for the said Unit, however, due to a change in the sanctioned plans or for whatsoever reason such location ceases to be a preferential location, then the Allottee shall not be entitled to terminate this Agreement. The Promoter shall refund the PLC within 90 (Ninety) days to the Allottee, without interest.</p>
7.	Mode of Payment	<p>i. The Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheques/drafts to be made in favor of "[•]" payable at [•].</p> <p>ii. In every case where the Allottee has obtained a loan / finance and a tripartite agreement (if any) has also been executed by the Promoter, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loans / finance shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon or at the written request of such bank / financial institute, the Promoter shall be entitled to terminate this Agreement.</p>
8.	Possession of the Unit	<p>i. Schedule for possession of the said Unit: The Promoter assures to offer the possession of the Unit as per agreed terms and conditions to the Allottee on or before [•] (“Completion Date”), unless there is a delay due to force majeure, court orders, government policy/guidelines, decisions affecting the regular development of the Project, delay in granting requisite approvals/associated approvals by competent authority. Delay in completion, caused due to delay in payment by majority of Allottee(s) shall not be construed as default on the part of Promoter. If the Completion Date of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.</p> <p>The Allottee agrees and confirms that in the event, it becomes impossible for the Promoter to implement the Project due to force majeure and above mentioned conditions, then this allotment and</p>

		<p>Agreement shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within 90 (ninety) days subject to deduction of (a) interest on delayed payments and (b) GST which has already been paid to the Government and is non-recoverable as per applicable laws. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.</p> <p>ii. Procedure for taking possession of Unit- The Promoter, upon obtaining the occupation certificate/part occupation certificate/completion certificate/part completion certificate (as the case may be) in respect of the Project shall offer in writing the possession of the Unit within 3 (three) months from the date of the occupation certificate/part occupation certificate or completion certificate/part completion certificate to the Allottee(s) as per terms of this Agreement.</p> <p>iii. Failure of Allottee to take Possession of Unit- In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para, the Allottee shall continue to be liable to pay maintenance charges as specified by the Promoter/Maintenance Agency and holding charges @ Rs. [•] (Rupees [•] Only) per sq. ft. per month of the carpet area of the Unit (“Holding Charges”) from the date of offer of possession by the Promoter till the time Allottee does not take over the possession of the Unit in terms of this Agreement.</p> <p>iv. Possession by the Allottee - After obtaining the occupation certificate/part occupation certificate/completion certificate/part completion certificate (as the case may be) in respect of the Project and handing over the physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas to the registered association of allottees or the competent authority, as the case may be.</p> <p>v. Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his/her/its allotment in the Project as provided in the Act:</p> <p>Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount as agreed as 10% (“Booking Amount”) of Total Sale Consideration, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage/incentive paid by the Promoter to the broker/channel partner, if any, along with amount paid towards GST and which is non-recoverable by the Promoter. The balance amount of money (if any) paid by the Allottee shall be returned by Promoter to the Allottee, without any interest or compensation within 90 (ninety) days of such cancellation. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India marginal cost of lending rate plus 2% (two percent).</p>
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9.	Events of Default	<p>i. Promoter's Default- Promoter shall be considered in default if:</p> <ul style="list-style-type: none"> • Fails to offer <i>ready-to-move-in possession</i> of the Unit (with parking, if applicable) within the stipulated period or fails to complete the Project within RERA-registered timelines. • Discontinues business due to suspension/revocation of registration under RERA. <p>ii. Consequences for Promoter's Default:</p> <ul style="list-style-type: none"> • Allottee may stop further payments until construction milestones are met. • Allottee may terminate the Agreement → Promoter must refund all money paid with interest (as per Rules) within 90 days of termination notice. • If Allottee does not terminate, Promoter must pay interest (as per Rules) for every month of delay until possession, payable within 90 days of becoming due. <p>iii. Allottee's Default- Allottee shall be considered in default if:</p> <ul style="list-style-type: none"> • Fails to pay instalments despite two consecutive demands by Promoter. Interest (as per Rules) becomes payable on delayed amounts. • If such default continues beyond 90 days of notice, Promoter may cancel allotment → refund money after forfeiting: <ul style="list-style-type: none"> • Booking Amount, • Interest due/paid on delayed payments, • Any brokerage incentives paid by Promoter, • Non-recoverable GST. • Balance amount to be refunded (without interest/compensation) within 90 days of cancellation. • Promoter must give 30 days' prior notice before such termination.

		If Allottee fails to comply with offer of possession requirements (possession, indemnities, undertakings, documentation, etc.) within 90 days of notice, Promoter may similarly cancel allotment and refund balance after forfeitures, on same terms as above, with 30 days' prior notice.
10.	Conveyance of the Said Unit	The Promoter, on receipt of Total Sale Consideration of Unit and other charges, as defined in Schedule C Part I along with Parking (if applicable), shall execute a conveyance deed in favour of Allottee preferably within 3 (three) months but not later than 6 (six) months from the date of issuance of the occupancy certificate/completion certificate/part completion certificate, as the case may be.
11.	Maintenance of the said building/ unit / project:	<p>i. Promoter (through its nominated maintenance agency) shall provide and maintain essential services until maintenance is taken over by the association of allottees or competent authority, post issuance of occupation/completion certificate. The Allottee undertakes to pay maintenance charges as provided for in the maintenance agreement (to be separately executed between the Allottee and the maintenance agency appointed by the Promoter) at the time of handing over the possession of the Unit.</p> <p>ii. The Allottee shall also be liable to pay a Maintenance Deposit of Rs. [•] (Rupees [•] Only) to the Promoter before handing over possession of the Unit.</p>
12.	Defect Liability	It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
13.	Right to Enter the Unit for Repairs and Maintenance Works	The Promoter/maintenance agency/association of allottees/competent authority shall have rights of access of Common Areas, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the Unit after giving due notice and entering the Unit during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).
14.	Additional Constructions	The Promoter cannot construct additional structures after approval of plans/specifications unless permitted by competent authority. The Promoter may amend building/sanctioned plans for other portions of the Project Land or raise constructions there, without objection from the Allottee and the Promoter may alter/repair/modify unsold Units (structural or non-structural) as per law, without Allottee's consent, and Allottee cannot object or claim compensation.
15.	Promoter Shall Not Mortgage or Create Charge	Once this Agreement is executed, Promoter cannot mortgage or create a charge on the Allottee's Unit. Any such charge will not affect the Allottee's rights. The Promoter may raise finance against receivables of the Unit/Project Land, provided the Unit is free from encumbrances at the time of executing the Conveyance Deed. If a mortgage/charge existed prior to this Agreement, the lender retains first lien until the Conveyance Deed, and <i>pari passu</i> lien on receivables from the Allottee.
16.	Binding Effect	Merely forwarding the Agreement does not bind either party. Binding effect arises only when Allottee signs and delivers the Agreement with all schedules and due payments within 30 days, and both the parties execute and register the Agreement under applicable law at Allottee's

		cost. If the Allottee fails to sign/execute/register within stipulated timelines (30 days + 60-day cure period after notice), Promoter may terminate provisional allotment and refund Advance Amount, after deducting 10% of Booking Amount, Brokerage incentive paid (if any), and Non-recoverable GST. Refund to be made within 90 days in the name of the first allottee/applicant only, without interest or compensation.
17.	Method of Calculation of Proportionate Share Wherever Referred to in the Agreement	Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the area/carpet area of the Unit bears to the total area/carpet area of all the apartments in the Project.
18.	Place of Execution	This Agreement shall be deemed to have been executed at Gurugram, Haryana.

SCHEDULE 'A' - DESCRIPTION OF THE UNIT

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SCHEDULE 'B' - FLOOR PLAN OF THE UNIT

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SCHEDULE 'C' – DETAILS OF TOTAL SALE CONSIDERATION AND PAYMENT PLAN

I: TOTAL SALE CONSIDERATION

S. No.	Price Description	Amount in Rs.
A.	Basic Sale Price (BSP) at the rate of Rs. _____/- per Square Meter (i.e.) Rs. _____/- per Square Feet of carpet area	
B.	External Development Charges (EDC) & Infrastructure Development Charges (IDC)	
C.	Sale Consideration (A+B)	
D.	Goods & Services Tax* (GST)	
E.	Total Sale Consideration (C+D)	

* The above Total Sale Consideration does not include the following which shall be charged extra and shall be payable on demand while possession:

- Stamp Duty, Registration & Administration Charges with respect to the Agreement & Conveyance Deed of the Unit.
- One Year Advance Maintenance Charges.
- Interest Free Maintenance Security Deposit (IFMSD) of Rs _____/-per sq ft of carpet area.
- Power Back-Up Charges: ₹. _____/-per sq. ft. of carpet area.
- Water, Sewer & Electricity connection/meter charges will be payable as applicable.

SCHEDULE 'D' – SPECIFICATIONS OF THE UNIT

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SCHEDULE 'E' – SPECIFICATION, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT

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