

Application Letter

To,

GLS Infratech Private Limited
707, 7th Floor, JMD Pacific Square
Sector 15, Gurugram-122001

Subject: Application for booking of a residential plot in project namely "Bird Estate" ('Residential Plot') located in the revenue estate of village Dhumaspur, Tehsil Badshapur, in Sector 67 A, District Gurugram, Haryana ('Application').

Dear Sir(s),

I/We ('Applicant'), whose particulars are mentioned below in this Application under the heading 'Details of the Applicant', understand that GLS Infratech Pvt. Ltd. (hereinafter referred to as 'Company') has conceived, planned and is in the process of developing and promoting the project namely "Bird Estate", an affordable plotted housing colony under Deen Dayal Jan Awas Yojna-2016 over an area measuring 7.0 acres in the revenue estate of village Dhumaspur, Tehsil Badshapur, in Sector 67 A, District Gurugram, Haryana ('Project').

1. The Applicant understands that the Company has obtained approval/ sanction to develop and set up the Project from The Director, Town and Country Planning Department ('DTCP') vide approval dated 03.02.2023 bearing license no. 22 of 2023 ('License'). The Applicant also understand that the Company has registered the Project under the provisions of Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017 vide registration no. [to be inserted].
2. The Company is presently inviting applications for the booking of Residential plot in the Project. The Applicant has been intimated that this Application shall be confined and limited in its scope to the Residential Plot in accordance with the layout/building plan(s) approved by the competent authority vide approval dated 03.02.2023 bearing drawing no. 8290 and annexed as Annexure 1.
3. The Applicant, after having read, understood and agreed with the terms and conditions ('Terms & Conditions'), annexed as Annexure 2 and the terms and conditions contained in the specimen Agreement for Sale ('Agreement for Sale') annexed as Annexure 3, pertaining to the booking of the Residential Plot and the limitations and obligations of the Company and the Applicant respectively, does hereby apply for booking of the said Residential Plot, admeasuring [to be inserted] sq. yards. (approximately),
4. The Applicant undertakes and confirms that it shall pay to the Company the consideration ('Consideration') mentioned in the schedule of payment as given in Annexure 4 ('Payment Plan') attached to this Application.
5. The Applicant hereby remits a sum of INR [insert] vide RTGS/ NEFT/ IMPS/ Cheque/No. [insert] dated [insert] in favour of GLS Infratech Pvt. Ltd. - Escrow Collection Account - Bird Estate, payable at

Gurugram in the RERA Account bearing no. _____ IFSC code _____ Bank _____ as the booking amount for the Residential Plot in the Project ('Earnest Money').

6. The Applicant understands that this Application constitutes an offer by the Applicant and does not constitute any definitive allotment or any Agreement for Sale. Further, the Application does not entitle the Applicant to provisional and/or final allotment of the Residential Plot, notwithstanding the fact, that the Company may have issued a receipt(s) in acknowledgement of the money tendered with this Application.
7. In the event of the Company accepting this Application to provisionally allot the Residential Plot, the Applicant agrees to pay all further payments/ installments and all monies/dues as stipulated in the Payment Plan.
8. The Applicant, upon successful allotment of the Residential Plot by the Company, agrees to execute all the documents as maybe provided by the Company, as and when necessary for the allotment of the Residential Plot in the Project and undertakes to strictly adhere to all the terms and conditions stipulated by the Company from time to time.
9. The Applicant agrees that the acceptance of the Application and subsequent allotment of the Residential Plot is at the sole discretion of the Company and in case the Residential Plot is not allotted to the Applicant for any reason whatsoever, the Applicant shall not raise any objection or claim damages or challenge the same in a court of law, and the Earnest Money shall be refundable to the Applicant without any interest within the time stipulated under the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017.
10. The Applicant undertakes, that upon allotment of Residential Plot by the Company, the Applicant shall sign and return the Agreement for Sale and remit the amounts due and payable as set forth in the Payment Plan within a period of 30 (Thirty) days of the dispatch of the Agreement for Sale by the Company. If the Applicant fails to execute the Agreement for Sale and other aforementioned documents and deliver the same to the Company within the aforesaid stipulated time period or does not remit the amounts due and payable in terms of the Payment Plan then the Company shall be entitled to cancel the Application of the Applicant, without any further notice at the option of the Company and the Applicant shall stand forfeited of 10% of the Earnest Money and balance amount if any, shall be refunded to the Applicant.

Signature of the Applicant

Details of the Applicant

FIRST APPLICANT:

1. Full Name _____
2. Son / Wife / Daughter of _____
3. Guardians Name (if the applicant is a minor) and relationship with the minor

4. Date of Birth _____
5. Gender [not mandatory] (☐) Male (☐) Female (☐) Transgender
6. Nationality _____
7. Occupation (☐) Employed Sector / Industry _____
 (☐) Self-employed Profession _____
 (☐) Business Sector / Industry _____
 (☐) Housewife (☐) Student (☐) Others _____
8. Residential Status (☐) Resident (☐) Non-Resident (☐) Person of Indian Origin (☐) Others
9. Marital Status (☐) Married (☐) Unmarried (☐) Other
10. IT PAN/ GIR # _____ Passport No. _____
11. Correspondence Address _____

City _____ PIN _____ State _____
12. Phone (Home) _____ (Work) _____
13. Mobile _____
14. Permanent Address _____

City _____ PIN _____
State _____
15. Phone (Home) _____ (Work) _____
16. Mobile _____
17. Email Address _____
18. Alternative Email Address _____

Signature of the Applicant

JOINT / SECOND APPLICANT:

1. Full Name Mr./ Ms. / Mrs. / Dr. /Col. _____
2. Son / Wife / Daughter of _____
3. Guardians Name (if the applicant is a minor) _____
4. Date of Birth _____
5. Gender [not mandatory] ☐ Male ☐ Female ☐ Transgender
6. Nationality _____
7. Occupation ☐ Employed Sector / Industry _____
☐ Self-employed Profession _____
☐ Business Sector / Industry _____
☐ Housewife ☐ Student ☐ Others _____
8. Residential Status ☐ Resident ☐ Non-Resident ☐ Person of Indian Origin ☐ Others
9. Marital Status ☐ Married ☐ Unmarried ☐ Other
10. IT PAN/ GIR # _____ Passport No. _____
11. Correspondence
Address _____

City _____ PIN _____ State _____
12. Phone (Home) _____ (Work) _____
13. Mobile _____
14. Permanent Address

City _____ PIN _____

State _____
15. Phone (Home) _____ (Work) _____
16. Mobile _____
17. Email Address _____
18. Alternative Email Address _____
19. Relation with first applicant _____

Signature of the Applicant

COMPANY / FIRM / TRUST AS AN APPLICANT:

1. Name of Company / Firm / Trust

2. Date of Incorporation _____

3. Registered Office Address

City _____

State (PIN) _____

4. Correspondence Address

City _____

State (PIN) _____

5. Name & Designation of the contact person and board resolution date: _____

6. Phone(Home)_____

7. (Work)_____

8. Email Address_____

9. Company / Firm / Trust PAN Card (Mandatory) _____

10. Company Identification Number (CIN) _____

11. Name of Director / Partner / Trustee _____

12. Address of Director / Partner / Trustee _____

Signature of the Applicant

APPLICANT WHETHER PIO / NRI

Whether the Applicant/s is NRI?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Whether the Co -Applicant/s is NRI?	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We hereby declare that and confirm that I am / We are a Non-Resident Indian and I /We shall comply with all the statutory compliances as required from time to time under applicable laws / rules and GLS INFRPROJECTS PVT. LTD. shall not be liable for the same in any manner whatsoever.	<div style="text-align: center;">_____</div> (Signature/s of the Applicant/s)
Whether the Applicant/s is PIO?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Whether the Co-Applicant/s is PIO?	<input type="checkbox"/> Yes <input type="checkbox"/> No
I / We hereby declare that and confirm that I am / We are a Person of Indian Origin and I / We shall comply with all the statutory compliances as required from time to time under applicable laws / rules and GLS INFRPROJECTS PVT. LTD. shall not be liable for the same in any manner whatsoever	<div style="text-align: center;">_____</div> (Signature/s of the Applicant/s)

Declaration

1. I/We hereby solemnly declare that the above-mentioned facts are true to my knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform GLS Infratech Pvt. Ltd. of any future changes related to the information and details furnished in this Application Form.
2. I/We hereby also declare that I/we have read and understood, and all other information/conditions stated in the Terms and Conditions including consideration of the Residential Plot and Payment Plan. By signing this Application Form, I/We do hereby solemnly accept and agree to abide by the Terms and Conditions, which may be modified by GLS Infratech Pvt. Ltd. if required for implementation of the purpose and intent of applicable laws.
3. I/We hereby give my/our irrevocable consent to become member of a body of the Residential Plot to be formed in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required.
4. I / We hereby declare that and confirm that I am / We are Non-Resident Indian, and I /We shall comply with all the statutory compliances as required from time to time under applicable laws / rules and the Company shall not be liable for the same in any manner whatsoever. () (Tick if applicable)

OR

I/We hereby declare that and confirm that I am / We are a Person of Indian Origin and I/We shall comply with all the statutory compliances as required from time to time under applicable laws / rules and the Company shall not be liable for the same in any manner whatsoever. () (Tick if applicable)

5. I/We have signed the Application Form after having read and understood what is written in this Application Form.

(Signature/s of the First/Sole Applicant)

(Signature/s of the Joint/Second Applicant)

Date _____

Date _____

Place _____

Place _____

Check – List for Receiving Officer

1. Application money by Cheque / DD / PAYORDER / RTGS / NEFT
2. Customers full signature on all pages of the Application form
3. PAN No. & copy of PAN Card / Undertaking.
4. Copy of CIN, Certificate of Incorporation, and board resolution if applicable
5. If the Applicant is an NRI, the Applicant is required to furnish a true copy of the Applicants valid Passport.
6. If the Applicant is a PIO, the Applicant is required to furnish a true copy of the Applicants valid Passport & document evidencing PIO status.
7. Email ID and Mobile No/. of the applicant(s) Authorised Signatory in case of Company /Firm/Trust.
8. Proof of residence (Ration card/ electricity bill / phone bill/ driving licence / voters identity card, Aadhar card / Passport)
9. If the Applicant is a Corporate entity then the copy of Memorandum of Association (MOA), Board Resolution, list of Directors, Power of Attorney of the authorized signatory.
10. For Partnership Firm: Partnership Deed along with authority in favour of Partner to sign application/documents
11. For Trust: Trust Deed
12. Form submitted through authorized representative Authorization/ POA duly attested where a person is signing the application

Signature of Applicant

Annexure 1
[Site/Layout Plan]

Annexure 2

TERMS & CONDITIONS FOR BOOKING OF A RESIDENTIAL PLOT IN THE PROJECT

1. The Allottee(s) have full knowledge of laws, notifications, rules as applicable to this area and has fully satisfied himself/herself about the interest, rights and title of the Company and its collaborators in the land where the Project is proposed to be developed.
2. The Company shall, in its sole discretion and in accordance with applicable law, determine the Building Plan, specifications, quantity, standard and quality of material to be used in construction of Project and nature of facilities to be provided in the Project.
3. The Applicant understands and agrees that after the construction of the Project is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, the Company shall confirm the area of the Residential Plot and:
 - i. In the event of reduction in the area of the Residential Plot, then the Total Price of the Residential Plot shall be proportionately reduced and any excess payment hitherto made by the Allottee shall be adjusted out of the amount otherwise payable by the Allottee upon the Company making the offer of possession (of the Residential Plot) to the Allottee and further additional amount, if any, shall be refunded to the Allottee after the possession of the Residential Plot, within the time period mentioned in the applicable law in this regard.
 - ii. In the event of any increase in the area of the Residential Plot, which shall not be more than 5% (five percent) of the area of the Residential Plot as mentioned in the Application, the Company shall be entitled to demand the payable amounts along with the next due instalment as per the Payment Plan. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
4. The Applicant is fully satisfied with the title of the Company and its collaborators in the Project where the Residential Plot is located. Further, the Applicant has examined and is satisfied with the nature of rights, title and interest of the Company and its collaborators in the Project, which is being developed/ constructed by the Company as per the applicable laws. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions issued by DTCP and/or by any other competent authorities in this regard, to the Company.
5. The Applicant shall inspect the site where the Residential Plot is proposed to be located. The Applicant shall not merely rely upon the Building Plan or any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company and shall make his personal judgment prior to booking the Residential Plot.
6. The Applicant shall before taking possession of the Residential Plot, clear all the dues towards the Residential Plot and have the conveyance deed for the Residential Plot executed in its favour by the Company and the collaborators after paying stamp duty, registration fee and other charges/expenses, as applicable, to the concerned sub registrar office.

7. The Applicant undertakes to abide by all applicable laws including any bye laws, laws, rules and regulations including the Real Estate (Regulation and Development) Act 2016 ('Act') and the rules framed thereunder ('Rules').
8. The Applicant may avail for loans from financial institutions to finance the purchase of the Residential Plot. However, if a particular financing institution or bank refuses to extend financial assistance on any ground, the Applicant shall not make such refusal an excuse for non-payment of further installments / dues. In case there is delay in processing the loan in favour of the Applicant due to any reason what-so-ever and consequently the payments of installments are delayed by the Applicant to the Company, the Applicant agrees and accepts to make the payment of accrued interest to the Company, unconditionally.
9. The Applicant, on becoming an allottee in the manner as provided in this Application, shall be liable to pay the Consideration for the Residential Plot. The Consideration includes the Booking Amount paid by the Applicant to the Company towards the Residential Plot.
10. In case there is any change or modification in the rate of any applicable GST/ taxes/ fees/ charges/ levies etc., the subsequent amount payable by the Applicant (successful allottee) to the Company shall be increased or decreased based on such change or modification. Provided further that GST is applicable on interest, late fees and penalty on delayed payment. Pursuant to foregoing, interest, late fees and penalty on delayed payment, along with GST applicable thereon will be computed as and when the Applicant will make such payments to the Company on account of delayed payment. Provided further that if there is any increase in the rate of taxes / fees/ charges/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the Project by the competent authority, as per the Act and or Rules, the same shall not be charged from the Applicant (successful allottee).
11. The Company shall periodically intimate, in writing, to the Applicant, the amount payable as stated above and the Applicant, shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Applicant, the details of the GST/ taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
12. The Consideration of the Residential Plot includes recovery of price of land, construction of the common areas (if applicable) to be provided at the Residential Plot, as may be applicable for the Project. Further, external development charges, electric connection charges, water charges, any gas connection and any other utility charges and taxes, as applicable, shall be payable/recoverable over the above the Consideration, as per applicable laws.
13. Except as otherwise provided, the Consideration is escalation free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/charges imposed by the

competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project for the Residential Plot/ as per registration with the competent authority, which shall include the extension of the registration, if any, granted to the said Residential Plot by the competent authority, as per applicable laws, the same shall not be chargeable from the Applicant.

14. Any default in payment by the Applicant shall attract an interest as prescribed under the Rules. The Applicant further agrees that any payment made by the Applicant shall be first adjusted towards any interest accrued on delayed payments and thereafter, the balance payment, if any, shall be adjusted towards any amount outstanding in accordance with the Payment Plan. The Applicant(s) shall make all payment only through cheques/demand drafts issued in favor of Company and any other mode as approved by the Company.
15. That the Company shall complete the construction of the Residential Plot on or before 02.02.2028 of the Residential Plot by the Applicant. Upon receipt of the occupation certificate respect of the Residential Plot, the Company shall issue a written notice offering the possession of the Residential Plot ('Notice of Possession'), to the Applicant offering the possession of the Residential Plot to be taken within 3 (three) months from the date of issue of the occupancy certificate. Upon receiving the Possession Notice from the Company, the Applicant shall take possession of the Residential Plot from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement for Sale, and the Company shall give possession of the Residential Plot to the Applicant. In case the Applicant fails to take possession within the time provided in the Notice of Possession Notice, such Applicant shall continue to be liable to pay common area maintenance charges and holding charges in accordance with the Agreement for Sale.
16. If the offer of possession of the Residential Plot is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Applicant shall not be entitled to any compensation for the period of such delay. The Applicant agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then the Agreement and the allotment of the Residential Plot shall stand terminated and the Company shall refund to the Applicant the entire amount received by the Company from the Applicant within 90 (ninety) days from that date on which Company confirms that it has become impossible for the Company to implement the Project. The Company shall intimate the Applicant about such termination at least 30 (thirty) days prior to such termination of the Agreement. After refund of the money paid by the Applicant, the Applicant agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under the Agreement

'Force Majeure' shall have the meaning as ascribed to it in Explanation to section 6 of the Real Estate (Regulation and Development) Act 2016, as amended from time to time, which as of the date of this executions reads as a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of a real estate project

17. The Residential Plot shall be used only for residential purposes by the Applicant. After handing over of the possession of the Residential Plot by the Company, by the Applicant shall himself/herself be responsible for repairs and maintenance thereof.
18. The Applicant shall be entitled only to the area enclosed within the boundary of the of the Residential Plot. Applicant shall not keep any material in the common areas of the Project. Applicant (s) shall be entitled to use the common areas of the Project along with other allottees for such purposes for which such common areas have been developed.
19. The Applicant shall bear costs of consumption of electricity and water for its Residential Plot as well as the proportionate running cost (i.e., electricity, water, manpower & consumables) for providing common services and facilities in the Project on and from the date of offer of possession of Residential Plot by the Company.

The Company shall be responsible to provide and maintain essential services [as mandated by rules and regulations of competent authority] in the Project till the taking over of the maintenance of the Project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the Project, as the case may be i.e., offer of possession Date. The cost of such maintenance has been included in the Total Price of the Plot for residential usage. For avoidance of doubt, the Company shall not be responsible for any internal maintenance of the Residential Plot, and such maintenance of Residential Plot and building constructed thereon shall be sole responsibility of the respective Allottee

In case, the Allottee/ association of allottees fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same i.e., offer of possession date, then in such a case, the Company shall have the right to recover such amount as spent on maintaining such essential services, including but not limited to, charges with respect of maintenance, security, street lighting and common facilities. Further, in such case the Company shall, itself or through subcontractors, continue to provide and maintain essential services upon the terms and conditions as set forth in the Maintenance Agreement which shall incorporate terms of provision of such essential services and provide for charge maintenance interest free security deposit.

20. The Applicant(s) shall have no objection in case the Company creates a charge on the Project or the land on which it is situated during prior to the execution of the course of development of the Project for raising loan from any bank/financial institution.
21. The Applicant hereby undertakes to inform the Company of any change in his address or in any other particular/information, given above, in writing, failing which the particulars available in the Application shall be deemed to be correct and all the letters or any kind of communication sent at the recorded address by the Company, shall be deemed to have been received by the Applicant and shall not be subject to any dispute of any nature. In case of any default in communication due to incorrect information the Applicant(s) shall be liable to borne all the cost and expenses.
22. In case of joint Applicant(s), the Company shall send all letters/ notices and communications to the sole/first Applicant at the address given in the application form through registered/speed post or

through courier. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all Applicant(s) within 5 days from the date of dispatch. The Company shall not be liable to send separate communication, letters and notices to the second Applicant(s) or to Applicant(s) other than the first Applicant(s).

23. While every reasonable care and precaution has been taken care in preparing this application form, the Company reserves the right to add/delete/change/modify any of the terms & conditions, specification facilities/amenities as may be required by the statutory bodies or govt. regulations.
24. That the rights and obligations of the Applicant and the Company under or arising out of this Application shall be construed and enforced in accordance with the applicable laws of India.
25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application/, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Annexure 3

[Specimen Agreement for Sale]

Annexure 4
[Payment Plan]