

Dated:

To,

ASF Insignia SEZ Pvt. Ltd.

362-363, Udyog Vihar, Phase-IV,

Gurugram -122016.

**Subject: Application for Allotment of a Residential Apartment/Leased Property on leasehold basis at 'Isle-de-Royale residences' within the compound of 'ASF Insignia' SEZ, at Gwal Pahari, Gurgaon-Faridabad Road, District Gurgaon (Haryana).**

Dear Sirs,

I/We, (i) Mr./Ms. \_\_\_\_\_, S/o / D/o / W/o

\_\_\_\_\_, Resident of \_\_\_\_\_

\_\_\_\_\_ ; and/or (ii) Mr./Ms. \_\_\_\_\_,

S/o / D/o / W/o \_\_\_\_\_, Resident of \_\_\_\_\_

\_\_\_\_\_ ; and/or (iii)

Mr./Ms. \_\_\_\_\_, S/o / D/o / W/o \_\_\_\_\_,

Resident of \_\_\_\_\_

\_\_\_\_\_ ; Or (iv)

M/s. \_\_\_\_\_, a

company incorporated under the Companies Act, 1956, having its office at

\_\_\_\_\_

(hereinafter referred to as the "**Applicant**") understand(s) that ASF Insignia SEZ Pvt. Ltd. ("**the Company**" or "**ASF**") has developed a residential complex in the name and style of "**Isle de Royale residences**" within the compound of ASF Insignia SEZ, at Gwal Pahari, Gurgaon-Faridabad Road, Gurgaon (Haryana), comprising of multi-storey residential apartments (the "**Residential Complex**").

To enable allotment of an Apartment in the Residential Complex, I / We (the Applicant), hereby submit this Application for seeking allotment of a \_\_\_\_\_ (type) Apartment, having Super Area of \_\_\_\_\_sq. ft. ("**the Apartment**"), and along with 1 parking space ("**Car Park**") 1 membership of the Club house and allied amenity spaces ("**Club**") and proportionate lease hold rights in the land appurtenant thereunder. The Apartment and Car Park are hereinafter referred to as "**Leased Property**". The club membership shall be governed by rules of conduct framed by the club administration/ maintenance agency from time to time.



Accordingly, this Application is being submitted (in the standard format of the Company), with a request unto the Company to consider allotment of the Apartment/ Leased Property in my/our favour, having regard of the following:

(1) To enable the Company to process this Application, I/we hereby enclose a banker's cheque / cheque, bearing no. \_\_\_\_\_, dated \_\_\_\_\_, for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), drawn on \_\_\_\_\_ Bank in favour of **ASF Insignia SEZ Private Limited**, towards the applicable Booking Amount (being 10 % of the Total Lease Premium applicable to the Apartment/Leased Property) in consideration of this Application.

(2) I/We (the Applicant) request the Company to allot apartment Type: \_\_\_\_\_ to me/us, having Super area of \_\_\_\_\_ sq. ft. (approx.).

(3) I/We request the Company to consider my/our following preference(s) in allotment of the Apartment/Leased Property:

Please allot apartment no.: \_\_\_\_\_, in building block \_\_\_\_\_, on \_\_\_\_\_ floor at the Residential Complex. I/We further understand and accept that the said apartment preferred by me / us would require me/us to pay for \_\_\_\_\_ nos. of prime/ preferential location features. I/We also request for allotment of One (1) Parking Space, (*Note: 1 (one) Car Park is compulsory*). I/We further request grant of 1 (one) club membership, (as permissible).

(4) I/We agree & confirm that in lieu of allotment of the Apartment/ Leased Property to me/us, the under-mentioned TOTAL LEASE PREMIUM shall be payable by me/us:

(i) Basic lease premium applicable to the Apartment, which is to be calculated @ Rs. \_\_\_\_\_/- per sq. ft. on the Super Area of the Apartment being Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (**“One Time Lease Rent”**).

(ii) In lieu of allotment of 01 (One) Car Park, its allotment charges which are to be calculated @ Rs.2,00,000/- per parking space allotted to the Applicant, being Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) (**“Parking Charges”**).

(iii) Preferential Location Charges (PLC) shall be payable @ Rs.100/- per sq. ft. per PLC on the Super Area of the Apartment for each preferential location option chosen by the Applicant, being Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (**“Preferential Location Charges” or “PLC(s)”**).

Accordingly, I/we agree and confirm to pay that the Total Lease Premium in the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in lieu of the grant of lease in the Apartment/Leased Property. I/We further agree and confirm that the said Total Lease Premium could vary based on the extent to which the Company is able to accommodate my/our preferences (i.e.



based on Total Lease Premium applicable to the actual apartment confirmed for allotment in my/our favour).

- (5) I/We further agree & confirm that the Total Lease Premium shall not include:
- (i) Annual Lease Rent payable by the allottee/Applicant in lieu of the said Apartment.
  - (ii) Interest Free Maintenance Security Deposit and the Maintenance Charges.
  - (iii) Stamp duty and registration costs/charges or any other charges as applicable to the instant transaction or payable in lieu of the Agreement to Lease and/or Lease Deed, etc.
  - (iv) Any Taxes, charges, costs, levies, surcharges, etc. (as applicable), including but not limited to service tax, property tax, municipal tax, wealth tax, government rates, tax on land, fees, charges, or levies of all and any kind by whatever name called.
  - (v) Deposits/ Costs/ Charges for civic & other amenities and services for/at the Apartment/Leased Property, such as electric and water connections, back-up power, sewerage, waste drainage, LPG, cable or any other services, as may be supplied to or installed at the said Residential Complex/Apartment/ Leased Property.
  - (vi) External Development Charges (EDC) and Infrastructure Development Charges (IDC), including any escalations made thereto, as applicable to the Apartment/Leased Property and specified by the Lessor/Company.
  - (vii) The Club membership subscription and recurring annual charges or any other cost/ charges payable in lieu of particular services/ benefits availed at the Club.
  - (viii) Any other charges that may be payable by the Applicant(s) as per the Agreement to Lease or Lease Deed, on demand by the Company.

I/We further agree & confirm that the above mentioned costs / charges / outgoes / levies shall be payable extra by me/us, as applicable.


- (6) I / we hereby agree and confirm that I/We shall make payments of the Total Lease Premium and any other due(s) in pursuance of allotment of the Apartment/Leased Property by the Company as per the 'Down Payment Plan' (as detailed below).

Stage of Booking	Percentage of Total Lease Premium
At the time of booking along with Application Form	10%
Within 30 days from the date of booking and simultaneously with execution of the Agreement	10%
Against possession subject to 60 days from the date of booking	80% + Other Applicable Charges



(7) I/We (the Applicant) hereby submit my/our following particulars for reference and records of the Company:

(i) SOLE/ FIRST APPLICANT

Mr./Mrs./Ms..... 

S/W/D of .....

Nationality..... Age.....

Profession .....

Residential Status (to be specified).....

*(Resident/Non-Resident/Foreign National of Indian Origin (OCI))*

Income Tax Permanent Account No.....

Aadhar No. (If any) .....


Mailing Address .....

.....

Tel No.(R): ..... Fax No. ....

Mobile No. .... Email ID.....

(ii) JOINT OR SECOND APPLICANT

Mr./Mrs./Ms..... 

S/W/D of .....

Nationality..... Age.....

Profession .....

Residential Status (to be specified).....

*(Resident/Non-Resident/Foreign National of Indian Origin (OCI))*

Income Tax Permanent Account No.....

Aadhar no. (If any).....


Mailing Address .....

.....

Tel No. (R): ..... Fax No. ....

Mobile No. .... Email ID.....

(iii) JOINT OR THIRD APPLICANT

Mr./Mrs./Ms..... 

S/W/D of .....

Nationality..... Age.....

Profession .....



Residential Status (to be specified).....

*(Resident/Non-Resident/Foreign National of Indian Origin (OCI))*

Income Tax Permanent Account No.....

Aadhar no. (If any).....

Mailing Address .....

.....

(iv) APPLICANT BEING A COMPANY (if applicable)

M/s. \_\_\_\_\_ a company incorporated under the Companies Act, 1956, having its corporate identification no. \_\_\_\_\_ and having its registered office at

\_\_\_\_\_ through its duly authorized signatory Shri/Smt. \_\_\_\_\_

\_\_\_\_\_ authorized by Board resolution dated \_\_\_\_\_.

Name:.....

Designation: .....

S/W/D of .....

Present Relationship with the Lessor, if any:.....

Address: .....

.....Phone (O):.....

(M).....

Fax: .....

E-mail: .....



(8) I/We (the Applicant) hereby submit the self- attested copies of the following documents required to be attached along with this Application, to enable the Company to process allotment of the Apartment/Leased Property in my/our favour:

Sno.	Applicant	Particulars of Documents Required	Check list
1	Resident Indian	i. PAN card OR Form 60 (declaration by persons not having a PAN and entering into transactions specified in rule 114B of the Income Tax Rules) OR Form 49 A (application made for the allotment of PAN Card); ii. Copy of the Identity & Address Proof (Copy of Passport, Driving License, Election ID card, Aadhaar Card etc.) iii. 4 (four) Passport size photographs	<input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO
2	Foreign National (OCI)	i. Details of the Foreign Inward Remittance from the account of Applicant(s) / NRE / FCNR ii. Form IPI-7 and iii. OCI Card iv. Copy of the Passport	<input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO



		v. 4 (four) Passport size photographs	<input type="checkbox"/> Yes <input type="checkbox"/> NO
3	Non Resident Indian (NRI)	i. Details of the Foreign Inward Remittance from the account of Applicant(s) / NRE / NRO A/c. ii. Copy of the Passport iii. 4 (four) Passport size photographs	<input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO
4	Company	i. Copy of the Board Resolution passed by the board of directors of the company authorizing the above named individual(s) to sign and submit the Application. ii. Memorandum & articles of association of the company along with Certificate of Incorporation. iii. Copy of PAN card. iv. 4 (four) Passport size photographs of the authorized representative. v. Copy of the Address Proof (Copy of Passport, Driving License, Election ID card etc.) of the above named authorized representative of the Company.	<input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/> Yes <input type="checkbox"/> NO

(9) I / We (the Applicant) hereby agree, undertake, acknowledge and state the following:

- (i) That the Residential Complex is being developed by the Company as part of its IT/ITES SEZ – “ASF Insignia SEZ”, under the applicable provisions of the Special Economic Zone Act, 2005 & Special Economic Zone Rules, 2006.
- (ii) In the event, the Company agrees to allot to me/us the Apartment/Leased Property, then I/we agree to pay the Total Lease Premium (*as defined*) and Annual Lease Rent (*as defined*) and Other Charges (*as defined*), as may be intimated to me/us by the Company from time to time and in the manner set out in the Payment Plan opted by me/us, and subject to the terms specified in the Agreement to Lease (*as defined*) and/or the Lease Deed (*as defined*) to be executed between me/us and the Company as per Company’s standard format (already perused by me/us from copies provided by the Company at my request or from the Company’s website), which terms as provided in the said standard format are acceptable to me/us. All payments in respect of the said Apartment/Leased Property shall be made through local cheque or outstation Demand Draft in favor of “**ASF Insignia SEZ Private Limited**”, payable at New Delhi/PAR;
- (iii) This Application is not a binding Agreement to Lease and by submitting this Application, I/we do not become entitled to the allotment or possession of or lease rights to the Apartment/Leased Property in the said Residential Complex, notwithstanding the advance payment of the Booking Amount



(against money receipt acknowledgement by the Company), along with this Application. I/We further understand that it is only after signing and execution of the Agreement to Lease and the Lease Deed, by me/us, that the allotment of the Apartment/Leased Property shall get confirmed in my/our favour.

- (iv) I/We undertake to execute the Agreement to Lease within 30 days of being called upon by the Company to do so (upon my/our Application being accepted by the Company). In the event I/we fail to execute the Agreement to Lease within 30 days of receipt of call letter from the Company or if I/we fail to pay the requisite amount as per the Payment Plan opted by me/us, then the Company at its sole discretion may cancel any allotment of the Apartment/Leased Property confirmed in my/our favour in pursuance of this Application. Upon such cancellation, by the Company, the Booking Amount and other non refundable amounts (*if any*), received by the Company from the Applicants shall stand forfeited at the sole discretion of the Company.
- (v) I/We unconditionally agree that if, for any reason, I/we choose to cancel/withdraw the booking/Application, and/or the Company cancels/withdraws the booking /Application due to non-payment of further dues as per the Down Payment Plan as agreed herein, then the Company shall be entitled to forfeit the Booking Amount along with other non-refundable amounts (if any).
- (vi) I/we agree that the Company shall be entitled to charge delayed payment interest @ 18% p.a. for any delay on my/our part in making payment as per the agreed Down Payment Plan agreed herein.
- (vii) In the event, the Company is not in a position to allot the Apartment/ Leased Property, for any reasons whatsoever, within a period of 180 (one hundred and eighty) days from the date of receipt of this Application by the Company (or within such period as is mutually extended beyond 180 days), the Company shall refund the Booking Amount paid by me/us with the simple interest calculated @ 12% per annum calculated for the period during which the amount was lying with the Company, pursuant to me/us serving a notice to the Company to refund the same. The Company shall refund such Booking Amount along with the interest thereon within 30 (thirty) days of receipt of such notice from me/us. The Company shall have no other liability of any kind except for refunding the Booking Amount along with interest due thereon as provided herein above.
- (viii) The Company has provided me/us with all the information and clarifications as required by me/us and I am/we are fully satisfied with the same. Further, I/we have relied on my/our own judgment and investigation in deciding to apply for taking the Apartment/Leased Property on lease and have not relied upon and/or is/are not influenced by any architect's plans, advertisement, representations, warranties, statement or estimates of any nature, whatsoever, whether written or oral made by the Company, or any of its officers, employees, agents, brokers or otherwise, including but not limited to any representations or statements which do not form part of this Application, and





I/We acknowledge & accept that this Application is self-contained and complete in itself, in all respects.

- (ix) Notwithstanding anything contained in this Application, the Application will be considered as valid and proper only upon realization of the Booking Amount by the Company, tendered by me/us along with this Application (as specified in Article 1 above).
- (x) The terms and conditions of this Application (to be read with terms & conditions specified in Company's standard formats(s) for Agreement to Lease and/or Lease Deed), including those relating to payment of Total Lease Premium, Annual Lease Rent and Other Charges (*as defined*), and forfeiture of Booking Amount, etc., shall be binding upon me/us.
- (xi) The Apartment/Leased Property shall be offered for allotment by the Company on long term lease (i.e. on leasehold basis) upon payment of the Total Lease Premium, and subject to payment of the applicable Annual Lease Rent and Other Charges during the Lease Term, as applicable.
- (xii) The duration of lease of the Apartment/Leased Property shall be for a period of 99 (ninety-nine) years ("**Lease Term**"), from the date of execution of the definitive Lease Deed which shall be further renewable as per the applicable laws subject to the terms and conditions as provided in the Lease Deed.
- (xiii) The Applicant, if he / she / it is a NRI/PIO/ Foreign National (having OCI), shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act. 1999 (FEMA), RBI guidelines or any other applicable rules & regulations, for perusing the proposed allotment of the Apartment/Leased Property on lease, and shall also be solely responsible to obtain and provide to the Company all permissions, approvals, no-objection certificates, etc., as may be necessary for entering into the instant transactions and causing allotment of the Apartment/Leased Property.
- (xiv) The Company shall not recognize any third party making payment, remittances on behalf of the Applicant, and even if any such third party(s) are allowed to make payments on behalf of the Applicant, they shall not have any right in relation to this the Application or Apartment/Leased Property or its allotment, and the Company shall be issuing the payment receipts only in favour of the Applicant.
- (xv) The Applicant shall be responsible for ensuring that the Company is always kept informed about any change in address of the Applicant, failing which, all notice/demands of the Company will be deemed to have been received by the Applicant or served upon them at the time when those would have ordinarily reached their last notified address.
- (xvi) The provisional and/or final allotment of the Apartment /Leased Property shall be made entirely at the sole discretion of the Company, and this Application





shall not constitute a promise or contract between the Applicant and the Company (thereby requiring the Company to compulsorily allot the Apartment/Leased Property to the relevant Applicant), and the Company reserves its right to accept or reject any Applications received in pursuance of the proposed allotment and to formulate, change or cancel the process or basis for the proposed allotment, including with regard to succession, or to cancel any provisional or final allotment(s), without assigning any reasons and without any advance notice to the Applicant.

- (xvii) The Apartment /Leased Property is to be used only for residential purposes as contemplated under the terms of Agreement to Lease and/or Lease Deed, without causing any nuisance to neighboring residents and also only for legally permissible purposes.
- (xviii) At any time after payment of the applicable Total Lease Premium, the Lessee shall be entitled to assign their lease rights(inherent in the Apartment / Leased Property) to any person(s) or third party(s) or entity(s), (the “New Lessee(s)”) in lieu of any terms mutually acceptable to the Lessee(s) and the New Lessee(s),subject to the Applicable Law; grant of NOC by the Lessor for the assignment, pursuant to the Lessee(s) submitting Assignment Application(in the applicable format) and the Lessee(s) making payment of the applicable Assignment Charges, to the Lessor; and the New Lessee executing a Deed of Adherence (in the applicable format) in favour of the Lessor. However, it being clarified that no Assignment Charges shall be applicable on the first Assignment of the lease rights.
- (xix) The 2 or 3 BHK apartments at ‘*ISLE DE ROYALE RESIDENCES*’ may be allowed the benefit of reliable & sustainable services & amenity infrastructure created at ASF Insignia SEZ (subject to feasibility, to be determined by the Company, in its sole discretion).
- (xx) The Apartment / Leased Property, amenity(s) & service(s) infrastructure provided at the Residential Complex has been physically verified and accepted by the Applicant and the Applicant shall not have any right to raise any dispute or claim with regard to the details of the same.
- (xxi) The allotment of the Apartment/Leased Property shall be made subject to the Applicable Laws, and the Applicant shall be required to comply with all Applicable Laws, statues, ordinances, rules and regulations, including the SEZ Act, 2005 and SEZ Rules, 2006.
- (xxii) The terms and conditions concerning the Lease of the Apartment/Leased Property along with the process of its allotment/grant of lease shall be governed by and construed in accordance with the Applicable Laws. Any dispute that may arise in connection therewith shall be submitted to the exclusive jurisdiction of courts in Gurugram alone, and shall be settled as specified in the Company’s standard format(s) for the Agreement to Lease and/or the Lease Deed.



- (xxiii) I/We have carefully checked & verified all my/our details as specified in Article 7 of this Application, and I/We confirm the same, as factually correct and free of any errors
- (10) I / We agree & confirm that I / We have carefully read the Terms & Conditions specified in this Application (in particular) and those specified in Company's standard format(s) for the Agreement to Lease and/or the Lease Deed or any other connected documents, etc., as I have requested to see or as are uploaded (from time to time) on the website of the Company: [www.asfinfrastructure.com](http://www.asfinfrastructure.com), before signing the Application, and that upon my/our signing the Applications, the said terms & conditions shall become irrevocable and binding on me/us. In token of my/our confirmation/acceptance of relevant terms of allotment, I/We have countersigned and attached the copy of Company's standard format (latest version) of the Agreement to Lease.
- (11) I/We agree and affirm that the signatures affixed on all the pages of this Application (along with attachment hereto) shall be considered as my/our acceptance of the terms and conditions contained herein. Further, I/we (the applicant) do hereby declare that this Application is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.
- (12) The undefined capitalized terms used in this Application shall have the same meaning as ascribed to such terms in the Agreement to Lease

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Yours faithfully,

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant



**FOR COMPANY USE ONLY**

**RECEIVING OFFICER**

Name: .....

Signature:.....

Date: .....

Time: .....

**1. APPLICATION STATUS**

ACCEPTED [ ] /REJECTED [ ]  
Application Ref. No. : .....

**2. PAYMENT PLAN**

Down Payment Plan

**3. DETAILS OF ALLOTMENT**

Apartment No.: \_\_\_\_\_  
Block: \_\_\_\_\_  
Floor: \_\_\_\_\_  
Super area: \_\_\_\_\_ sq. ft. (approx.)  
No. of Parking Space(s): One (1) [ ] / Two (2) [ ] / Three (3) [ ]  
Parking Space(s) No. \_\_\_\_\_  
PLC (Corner/Floor): Corner [ ] Floor [ ] Both [ ]

**4. MODE OF PAYMENT**

Payment received vide  
Cheque /DD/Pay Order No. \_\_\_\_\_  
Dated \_\_\_\_\_  
Amount in Rs. \_\_\_\_\_  
Account NRE/NRO/FC/SB/CUR/CA: \_\_\_\_\_

**5. RECEIPT DETAILS**

Booking receipt no. \_\_\_\_\_  
Dated \_\_\_\_\_

**6. MODE OF BOOKING**

Direct [ ] / Through Lease Organizer (Broker) [ ]



**7. BROKER DETAILS**

Broker's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Stamp and signature: \_\_\_\_\_

**8. CHECKLIST FOR RECEIVING OFFICER**

- (a) Booking amount
- (b) Customer's signature on all pages of the Application form.
- (c) PAN No. & Copy of PAN Card / Form 60 / Form 49 A.
- (d) For Companies: Certified copies of memorandum & articles of association and board resolution in support of the authorized signatory under common seal of the Company.
- (e) For Foreign Nationals of Indians Origin (OCI): Foreign Inward Remittance from the account of Applicant(s) / NRE / FCNR A/c of the Applicant / IPI-7 / Passport Photocopy.
- (f) For NRI: Copy of Passport / Foreign Inward Remittance from the account of Applicant(s) / NRE / NRO A/c of the Applicant.
- (g) Photographs
- (h) Address proof
- (i) Photo id
- (j) Aadhar Card (if any)

Receipt Acknowledged  
for & on behalf of  
ASF Insignia SEZ Pvt. Ltd.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

