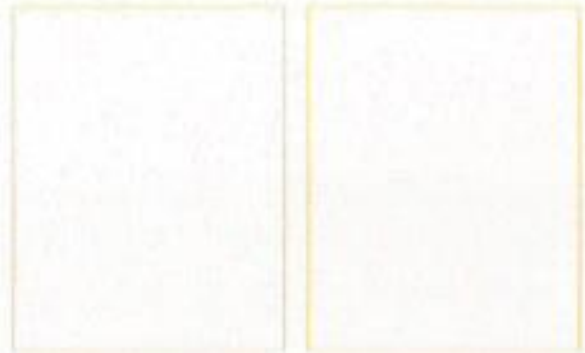




EVA DEVELOPERS PVT.LTD.
T 17, Sector 7, Jasola Vihar
New Delhi - 110025

Dear Sir/Madam,

I/We submit this application for registration of my/our interest in a Residential Apartment (as per details given below) in the Residential Project named as "CENTRAL COURT" (hereinafter referred to as the "said Project") being developed by you (hereinafter referred to as "CENTRAL COURT") under lawful arrangement on land measuring 6370 sq. mtrs. situated at civil Lines, Moradabad, U.P. India (hereinafter referred to as the "said Plot").

Details of the Residential Space (Unit)

(i) Tower No. _____ (ii) Floor _____ (iii) Super Area _____ Sq. ft. (_____ Sq. mt.)

@ Rs. _____ /- p.s.f (iv) Unit No. _____

*Super Area means the total of covered area, inclusive of the area under the periphery walls, area under columns and walls plus proportionate share of areas utilized for common use and facilities. (1 Sq.Mt= 10.764 Sq. Fts)

I/We remit herewith a sum of Rs. _____ /- (Rupees _____

_____) by Bank Draft/Cheque No. _____ dated _____ drawn on _____

_____ as registration/ booking amount which may be treated as earnest money in respect of the said Residential Apartment. Booking amount should be 10% of B.S.P. Below 10% booking will be treated as non-confirmed.

My/Our particulars are given below :-

FIRST/SOLE APPLICANT Mr/ Mrs/ Ms _____

Son / Wife / Daughter of Mr. _____

Date of Birth _____ Profession _____ Designation _____

Company /Firm Name _____ Resolution Date _____

Nationality _____ Marital Status _____ No. of Children _____

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Residential Address _____

Regd. Office address (in case of Company/ Firm) _____

Tel. Res. _____ Off. _____ Mobile _____

Fax No. _____ E-Mail ID _____

Income Tax Permanent Account No./ Word No. _____ Passport No. _____

SECOND APPLICANT Mr/ Mrs/ Ms _____

Son / Wife / Daughter of Mr. _____

Date of Birth _____ Profession _____ Designation _____

Income Tax Permanent Account No./ Ward No. Passport No.

Note: (i) All Cheques/Drafts to be made in favour of "Eva Developers Pvt. Ltd." payable at NOIDA/Delhi/Moradabad only
(ii) Person signing this application on behalf of other person/firm/Company shall file proper Authorization/ Power of Attorney/ Resolution.

PARTICULARS	DETAILS	AMOUNT (INR)
A. BASIC SALE PRICE (BSP)	(a) Rs. _____ / Sq. Ft. Rs. _____ / Sq. Mtr.	
B. ADDITIONAL CHARGES		
(1) CPS (Car Parking Space)	(a) Rs. _____ / Sq. Ft. Rs. _____ / Sq. Mtr.	
(2) EEC	(a) Rs. _____ / Sq. Ft. Rs. _____ / Sq. Mtr.	
(3) FFC	(a) Rs. _____ / Sq. Ft. Rs. _____ / Sq. Mtr.	
(4) Power Backup	(a) Rs. _____ / Sq. Ft. Rs. _____ / Sq. Mtr.	
(5) P.L.C Floor	(a) Rs. _____ / Sq. Ft. Rs. _____ / Sq. Mtr.	
(6) Interest Free Maintenance Security	(a) Rs. _____ / Sq. Ft. Rs. _____ / Sq. Mtr.	
(7) Club Membership	(a) Rs. _____ / Sq. Ft. Rs. _____ / Sq. Mtr.	
(8) P.L.C Facing / Other	(a) Rs. _____ / Sq. Ft. Rs. _____ / Sq. Mtr. ☐ Park Facing ☐ Park & Corner / Park & Road ☐ Corner Facing ☐ 24 Ft. Road Facing ☐ Swimming Facing ☐ Park & Corner & 24 Ft. Road Facing	
(9) Meter Charges as Per Actual	Rs. _____	
(10) 3 years advance maintenance	Rs. _____	
(11) Other Charges if Any	Rs. _____	
Total A+B		

I/We the above named applicant(s) do hereby declare that the particulars given by me/us are true and correct and nothing has been concealed therefrom. Any registration against my/our application shall be subject to the terms and conditions attached to this application form and as may be comprehensively set out in the Apartment Buyer's Agreement. The terms thereof shall be applicable to my/our legal heirs and successors. I/We undertake to inform Central Court of any change in my/our address or in any other particular/information, given above, till the Residential Space is registered/allotted in my/our name(s), failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by Central Court shall be deemed to have been received by me/us. I/we have read and signed all the pages of this application form and the Payment Plan after fully understanding the contents thereof.

Stamp Duty Registration Fee, service tax, and all other applicable taxes as per law, allied charges for execution and registration of Conveyance/sub-lease Deed will be additionally payable by the applicant before taking over possession.

TOTAL PRICE OF THE UNIT (Rs.) In words _____

FOR OFFICE USE

Indicate Type of Account of Applicants (for NRE/NRO/Foreign Nationals) _____

Application Processed by _____ Date _____ Place _____

CHECK LIST

In case of individual/HUF: (Self attested)

In case of Partnership Firm/ Company (Self attested)

Copy of Proof of residence (Voter ID/ Passport/ Driving License)

Copy of photo PAN Card

Authorization from other co-parceners of HUF, if applicable.

Passport size photographs of both the applicants.

Copy of Pan Card

Memorandum & Articles of Association

Board Resolution

Deed of Partnership (if applicable)

Authorization Letter from Partners

PAYMENT PLAN

DOWN PAYMENT PLAN	FLEXI PAYMENT PLAN	CONSTRUCTION LINKED PLAN	ANY OTHER PLAN
SIGNATURE	SIGNATURE	SIGNATURE	SIGNATURE

MODE OF BOOKING	DIRECT	CHANNEL PARTNER
If Through Channel Partner	Name & Contact No.	Sign with Stamp

I/We hereby declare that I/We have gone through and understood the terms and conditions mentioned overleaf and shall abide by the same.

TERMS AND CONDITIONS

The following terms & conditions and the payment plans mentioned in this application form are an integral part of the application for booking of Residential Unit (i.e. said space) for allotment of Central Court (i.e., said residential project) to be constructed & developed on land admeasuring 6370 sq. mts. situated at Civil Lines Moradabad, U.P. (hereinafter referred to as the **said Plot**).

1. Applicant(s) has checked, verified and appraised himself with all laws, rules, regulations, notifications, circulars and policies of Government including those of Moradabad Development Authority (i.e., MDA) applicable on said plot & complex.

2. The layout plan of the Project is tentative and is subject to change, if deemed necessary by the Developer at its sole discretion, or as may be required by the relevant governmental authorities including but not limited to the MDA, and the Developer shall be entitled to effect such suitable alterations in the layout plan, as may be required in accordance therewith, including changes in the area of the Unit, floors, towers, number of Units, location and increase/decrease in the Unit area, number of total units, number of car parking slots allotted to the Buyer(s) etc. in the Project. Further, in the event that as a consequence of such changes, there is any increase/decrease in the super area of the Unit or the Unit becomes preferentially located, revised price and/or applicable preferential location charges (PLC) shall be payable and/or adjustable (without any interest accruing thereon) from the original price at which the Unit has been booked for allotment.

3. Amount equivalent to 10% (ten percent) of total net basic price shall be deemed to be earnest money for space being booked by applicant(s) in said complex (i.e., said space). In case, applicant(s) violates any term or condition of application/allotment of said space, developer shall have the right to cancel the allotment and forfeit the earnest money.

4. The Parties agree and acknowledge that the Super Area of the Unit is subject to variation and change during/prior to construction to be finally admeasured at the time of the delivery of possession of the Unit to the Buyer, and the charges in relation to the same will be payable / adjusted as specified hereinabove. No claim, demand, suit and/or litigation, shall be raised by the Buyer in relation such variation in the Super Area, and the Buyer hereby waives all rights in relation to the same.

5. In addition to basic price, applicant(s) has also agreed to pay, wherever applicable, charges/deposits for preferential location, car parking space, annual lease rent/one time lease rent (as per actual) in proportion to super area of said space. Charges for any facility(ies) in addition to standard specifications including but not limited to power back-up installation, utility connection, installation of firefighting equipments, pollution control equipment/devices, setting up of electrical sub-station, electrification and for providing any other equipment/facility shall be paid additionally by applicant(s) as per demands raised by developer. These charges/deposits shall be as specified or as per then prevailing industry standards. The applicant (s) shall also be liable to pay such other charges may be levied from time to time.

6. It is clarified that all taxes, service tax, charge, cess, duty, levy including WCT, VAT, Education Cess, Labour Cess, surcharge etc. on the project land, construction, construction services/project cost, work contracts, booking, sale purchase of the Unit which may be imposed by the Government or other Statutory Authorities, shall be payable by the Buyer on pro-rata basis/ or on sales consideration extra over and above the price of the said Unit. The Buyer shall make the payment to the Developer after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The amount shall be credited to the account of the Buyer on submission of proof of payment/deposition of TDS on purchase of property to the Govt. Account and submission of TDS certificate by the Buyer in Form-16B.

7. Timely payment by applicant(s) of installments towards consideration/price for allotment of said space, as per payment plan opted by applicant(s) is the essence of this transaction. In case applicant(s) fails to pay any of the installments in time, developer may at its discretion either cancel applicant(s) booking or extend the time for making the payment thereof by levying interest at the rate of 24% per annum on defaulted amount for delayed period.

8. Applicant (s) shall make all payments towards consideration/price for allotment of said space by way of cheques/drafts/pay orders issued in favour of Eva Developers Private Limited (payable at New Delhi/ Noida/Moradabad). All cheques/drafts/pay orders shall be deemed to be accepted by developer subject to their realization only.

9. That the Developer reserves its right to change the terms of this application form at any point of time. The amended terms shall be final and binding on the applicant (s). The applicant (s) agrees that the terms of the agreement which will be executed between the Developer and the applicant (s) will be final and binding on the applicant. In case of any conflict between the terms of this application form and the terms of the agreement, the terms of the agreement will prevail.

10. Subject to compliance of all terms & conditions of allotment by applicant(s) and also subject to payment of total consideration/price & other charges applicable on said space by applicant(s), developer shall effect/cause execution of registration of deed of said space. It shall be valid as per norms laid down by MDA. It may be further extended in accordance with norms and approvals of MDA and developer. All expenses (including Stamp Duty) involved in its registration including renewals thereof (if any) shall be borne by applicant(s).

11. Since construction of said complex is a large project, developer shall construct the same in Phases. Irrespective of whether construction of other phase(s) is complete or not, developer will offer possession of said space after completion of construction of phase, wherein said space situates. Applicant(s) must take the possession of said space within thirty days from the date of offer of possession. Applicant(s) shall never have any objection to developer constructing or continuing with the construction of remaining structures in said complex or other buildings adjoining the said space. All major common facilities shall be completed and provided only after completion of construction of all phases. However all services necessary for making use of said space like air conditioning, power back up, etc. shall be activated at the time of delivery of possession of said space.

12. The Basic Sale Price of the Unit is subject to escalation based on various wholesale price index / other indexes of the various constructions materials and commodities and be computed finally at the time of possession of the Unit and payable by the Buyer

as the total consideration of the Unit. It is further clarified that only the escalation till 36 months from the date of execution of the respective Buyer Agreement shall be taken into consideration and any escalation beyond 36 months shall be to the sole account of the Developer and the Buyer shall not be responsible to pay any escalated amount unless such delay is on account of force-majeure conditions

13. Subject to force majeure conditions and client making timely payment to the developer against the allotted unit, developer shall endeavor to offer possession of said space for fit outs within a period of 36 Months from the date of signing of the Agreement and that the Developer shall be liable to pay a penalty @ Rs.5 per square feet per month in case of delayed possession after the expiry of 6 month grace period from the time of committed possession.

14. Applicant(s) shall be entitled only to the covered areas of said space. Developer shall be always free to raise/construct additional floor/units in the building or any additional structure in said project and to transfer the same to such person(s) on such terms and conditions, which the developer may deem fit and proper. Developer shall be always free to change the lay-out plans, building plans and/or floor plans of buildings/structures in said complex in such manner which the developer may deem fit and proper. Applicant(s) shall never have any objections in these regards.

15. Applicant(s) shall not be entitled to transfer/assign his rights/claims/interests in said space without prior written approval of the developer. Developer may in its sole discretion, permit such transfer/assignment on such terms and conditions (including levying of transfer fees/charges) as it may deem fit and proper. It will be mandatory for the applicant (s) to seek a NOC from the Developer before affecting any sale/ transfer of the Unit allotted to him. In case of transfer/endorsement/assignment/change in name of provisional Allotment of the Unit, a processing fee shall be charged by the Company at prevailing rate for the total sale value (including Basic Sale Price & other charges as payable under this Allotment) and the same shall be payable by the applicant to the Company at the time of submitting application for such transfer/endorsement/assignment/change in name etc. However first transfer request will be entertained after receipt of 30% of Basic Sale price shall be free of any charges.

16. Developer shall send all letters/notices and communications to the sole/first applicant(s) at his 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(s) shall be deemed to have been duly received by all applicants within 5 (five) days from the date of dispatch. Developer 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).

17. Applicant(s) understand and agrees that following charges shall always be attached to said space:-

- a. Common area maintenance charges i.e., CAM (For providing common services and facilities in said space)
- b. Interest Free Maintenance Security
- c. Charges for consumption of water
- d. Cost of insurance of building of said complex
- e. Dual meter charges extra as applicable
- f. Any other charges that may be made applicable by Developer from time to time

18. Charges mentioned in clause 17 shall be payable by the applicant(s) to the Builder which will be transferred after possession to maintenance agency nominated/appointed by developer for rendering common services in said complex. These charges shall be in accordance with the prevailing industry standards. These charges shall be payable with effect from expiry of thirty days from the date of offer of possession by the developer or as described and agreed upon at the time of signing this Application Form and the Agreement.

19. Consideration/Price for said space and all other charges including Common Area Maintenance Charges shall be calculated on the basis of super area. Super area includes the area of said space and proportionate share of common areas/ spaces in said complex.

20. In case prior to execution of aforesaid agreement to lease, applicant(s) wishes to get the accompanying application/booking cancelled or reduce the areas of said space, applicant(s) shall be liable to pay administrative charges that may be decided by the developer.

21. Foreign applicant(s), applicant(s) having NRI/PIO status shall himself be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of applicant(s) to ensure that payment is remitted only through authorized accounts/channels.

Developer shall not be responsible in any manner if any third party makes any payment/remittances on behalf of applicant(s) and developer shall issue payment receipts in favour of applicant(s) only. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by applicant(s) himself. In case it is ever found that any provision of any applicable law is not complied with, allotment of said space shall be liable to be cancelled and in such a situation developer shall be entitled to forfeit earnest money and shall refund, without any interest, the remaining amount (if any) paid by the applicant(s) to the developer for said space after deducting broker's commissions/discounts.

22. No one, (including any broker/dealer or even any employee of developer) is authorized to make any concession in any of the terms and conditions contained herein. Developer shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person including any broker or employee of developer.

23. For all intents and purposes including for interpretation of these terms and conditions a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).

24. This transaction shall be governed by laws of India.

25. This agreement shall be subject to the jurisdiction of court of law at new Delhi only.

26. In case of any dispute between the parties hereto (including their successors) concerning accompanying application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated by developer. Venue of arbitration shall be at Delhi. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at an appropriate location in Delhi by a sole arbitrator who shall be appointed by the Developer and whose decision shall be final and binding upon the parties. The Buyer hereby confirms that the Buyer(s) shall have no objection to the appointment of the Sole Arbitrator by the Developer.

Signatures of sale/first applicant

(With rubber seal in case of a Company)

Name of Signatory _____

Designation _____

Date _____ Place _____

Signatures of second applicant (if any)

(With rubber seal in case of a Company)

Name of Signatory _____

Designation _____

Date _____ Place _____

