

No.



701-702, Shahpuri Tirath Singh Tower, C-58, Community Center, Behind Janak Cinema,  
Janakpuri, New Delhi - 110058 Tel: 0091-11-45557700 (24 Lines) Fax: 0091-11-45557705  
Email: enquiry@sevenhillssands.com Web: www.sevenhillssands.com  
Site Office: Near Baliapanda, Damodar Road, Sipasirubili Mouza, Puri - 752001 Tel: 0091-6752-254428

## Application Form

For the allotment of flat being a part of the Company's Multistoried Studio Apartment Known as "SEVEN HILLS SANDS" at Puri, Orissa

Sir,

I / We, request that a Studio Apartment measuring \_\_\_\_\_ sq. ft. super area at "Seven Hills Sands" in Sipasurubali Mouza, Puri, Orissa may be allotted to me/us as per the Company's terms and conditions written herein.

Applicant's Name \_\_\_\_\_ DOB \_\_\_\_\_

S/W/D/ \_\_\_\_\_ Nationality \_\_\_\_\_

Income Tax Permanent Account Number \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Permanent Address \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Fax \_\_\_\_\_

Residential status  Resident Indian  Non Resident Indian

Co-Applicant's Name \_\_\_\_\_

S/W/D/ \_\_\_\_\_ Nationality \_\_\_\_\_

Income Tax Permanent Account Number \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Permanent Address \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Fax \_\_\_\_\_

Residential status  Resident Indian  Non Resident Indian

Occupation of Applicant(s) \_\_\_\_\_

Applicant (In case of Company/firm/HUF) \_\_\_\_\_

Industrial Work Place / Warehouse \_\_\_\_\_

Nominee Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

Preferred Floor \_\_\_\_\_ Area in sq. ft. Applied for \_\_\_\_\_

Cost of the Flat \_\_\_\_\_ (in words) \_\_\_\_\_

Amount Deposited \_\_\_\_\_

Cheque/Demand Draft No. \_\_\_\_\_ Dated \_\_\_\_\_

of amount Rs. \_\_\_\_\_

of Bank \_\_\_\_\_

Signature of the subscriber

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## TERMS AND CONDITIONS OF THE SALE OF A FLAT OF THE MULTISTORIED APARTMENT BUILDING NAMED AS "SEVEN HILLS SANDS" OF THE COMPANY AT SIPASURUBALI MOUZA OF PURI (ORISSA).

Company means: Seven Hills Estates Limited having its office at New Delhi and site office at Puri.

The prime objective is to sell flats of the above mentioned Apartment to be constructed and sold by the Company for the price of undivided land acquired by the Company and to construct Apartment with Flats thereon and to be sold to the subscribers, as per the terms and conditions specified herein below.

Any individual or Family or Firm or Company or Association can apply for purchasing a flat of the apartment by abiding the following terms and conditions hereof.

### TERMS AND CONDITIONS

1. The Studio Apartment project shall be known and named as "Seven Hill Sands". The Studio Apartment shall consist of the Flats of different size including the super built up area and the setbacks located in other floors over the ground floor of the multistoried building to be constructed by the company on the land at Puri, Orissa acquired by the Company.
2. The total square feet area allotted to the individual area will be super built up which includes, corridor area, lift area, stairs areas and other common area etc.
3. Minors or mentally unsound persons are not entitled to be the subscriber of this apartment.
4. The payment of this Apartment Flats sale shall be within 24 (Twenty Four) months or the date of possession which ever is earlier from the date of executing the agreement supported by initial booking amount and allotment amount paid by the subscriber as per the schedule of payment.
5. Size and price of each Flat and the flat numbers of different categories as per floor wise of the apartment building and the payment schedule as reflected herein given below in point no 6. Such determined price of each Flat is excluding the cost of sale deed stamps, registration charges or any other Govt levied taxes. Extent in measurement and Price of each flat floor wise of the apartment building excluding the cost of sale deed stamp, registration cost and other Govt. levied taxes and the payment schedule to be complied positively by the subscribers as mentioned in point no 6.
  - I. At the time Booking/Allotment 10%
  - II. Within 2 months of allotment 20%
  - III. At the time Excavation and Foundation 15%
  - IV. At the time Ground Floor Casting 5%
  - V. At the time First Floor Casting 5%
  - VI. At the time Second Floor Casting 5%
  - VII. At the time Third Floor Casting 5%
  - VIII. At the time Fourth Floor Casting 5%
  - IX. At the time Fifth Floor Casting 5%
  - X. At the time Flooring and Finishing 20%
  - XI. Possession 5%
6. Subscriber choosing to buy a flat in the first floor or second floor or third floor or fourth floor or fifth floor of the above project as per the flat numbers mentioned and the subscriber of the flat will be agreed to pay the total cost of the flat as per the below given break up of the payment schedule.
  - I. At the time Booking/Allotment 10%
  - II. Within 2 months of allotment 20%
  - III. At the time Excavation and Foundation 15%
  - IV. At the time Ground Floor Casting 5%
  - V. At the time First Floor Casting 5%
  - VI. At the time Second Floor Casting 5%
  - VII. At the time Third Floor Casting 5%
  - VIII. At the time Fourth Floor Casting 5%
  - IX. At the time Fifth Floor Casting 5%
  - X. At the time Flooring and Finishing 20%
  - XI. Possession 5%
7. Any subscriber enters into the subscription of the flat after the date of Excavation and Foundation, he/she will be required to pay Booking amount, Agreement amount and all the installments already due by then.
8. The Company shall have the unbridled right to construct any number of further floors with Flats or any other construction over the third floor of the Apartment building later on for sale.
9. For any reason or of compelling circumstances beyond control of the company, if sale of any allotted flat of any subscriber becomes not feasible, the Company shall have the right to allot any other similar size Flat available to such subscriber in the same floor or other floors of the Apartment in substitution of the allotted Flat of such subscriber.
10. An applicant can subscribe for any number of available flats of any floor of the apartment building. Acceptance of any application and allotment of the Flat of the Apartment and cancellation of any Flat allotment to any subscriber without assigning any reason shall be within the sole discretion rights of the company.
11. The subscribers for a Flat or Flats should pay the installments regularly as per the schedule of payment given in the Point No 6 within 25 days from the date of installment. If a subscriber fails to pay the installment within 25 days, he/she shall be entitled to pay such installment amount with penalty of interest @10% P.A. of the installment amount immediately. In the event of non payment of such, the Company will send 15 days notice of reminder to him/her to pay the defaulted installment amount with penalty and in case of non payment within such further allowed time as per the notice, the default subscriber shall be automatically deemed and treated as an willful defaulter and he/she shall automatically forfeit the booking amount and shall not be entitled to dispute nor claim refund of booking amount or any part thereof. The Company shall have right to cancel such allotment of Flat of such defaulter subscriber and Flat meant for him shall be allotted and sold by the company to any other subscriber or outsiders for price of the Company's choice to save itself from the loss and hindrance to progress of the apartment construction. Such defaulter subscriber shall cease to have any right on the allotted Flat or on the booking amount, which he/she paid to the Company is forfeited because of irregular payment or other reason.
12. That if the company fails to deliver the possession of the flat to the subscriber within the stipulated time as per the clause no 4 (subject to provision of force majeure containing clause 29) then the company shall pay the compensation of Rs. 5.00 (Rupees Five Only) per sq. ft. of the aforesaid flat area. This compensation shall be suspended when the company commensurate / reaches / achieves the construction as per the payment schedule.
13. That in the event of any cancellation of the booking of the flat by the subscriber, the cancellation request should be submitted in written within 30 days of the booking. In the event of cancellation, the company will refund the payment within 180 days of the cancellation after deducting the administrative expenses of 10% from the booking amount deposited with the company.
14. That in event of any request for surrendering or cancellation of booking of the allotted flat after submitting the booking / allotment amount of the flat and prior to the excavation and foundation casting then the refund will be made after deducting 20% of the basic cost of the flat from the deposited amount and the balance amount will be refunded after 180 days of the cancellation.
15. That no request for cancellation will be accepted or considered after the excavation and foundation casting and

the subscriber will only have the right to transfer his/her flat to the nominated person of his/her choice by paying the transfer fee as per clause no. 18. Under any circumstances the amount shall not be refunded to the subscriber.

16. That in the event the subscriber fails to take the possession of the flat after payment for any reason whatsoever he/she shall be liable to pay all maintenance charges to the company. The maintenance charges shall be reckoned from the date of offer of possession.
17. The payment of each flats price in full or installments by the subscribers should be deposited at the Company's office only either personally or through registered post, and the subscriber is not entitled to take the plea or guise of non-payment of entire price or any part quarterly installment thereof due to non approach of him by the Company's employees or agents. All payments should be made only Account Payee Demand Draft favoring "Seven Hills Estates Limited" payable at New Delhi.
18. A subscriber in writing along with a affidavit can apply to the Company for transfer of his/her allotted Flat, to transfer to any other person of his/her preference in his/her own responsibility through an application on payment of Rs. 5,000/- to the Company towards transfer processing charges subject to acceptance by the Company. The subscribers and such transferees or their respective legal heirs shall not be entitled under any circumstances to claim or take refund of the subscription amount in full or part thereof already paid. The transferee should also make the payment of sale deed and registration charges or taxes if any and should abide by prevailing rules terms and conditions of the company.
19. The Subscriber committing default in payment of any of the stipulated Installment even after grace period of 15 (Fifteen) days notice of the Company are strictly barred from raising any dispute in any legal forum claiming refund of the paid amount.
20. The subscriber for Flats shall be liable to execute the agreement with the Company after the payment of the booking and allotment amount paid by the subscriber to the company, for Flats construction and sale, Execution of such agreement on the company's proforma on non-judicial stamp paper.
21. The Company shall not be responsible for any over booking of Flats or misrepresentations or false commitments, by any of its agents, not covered by the terms and conditions of the agreement.
22. Under any circumstances, a subscriber of his/her legal representatives cannot take or claim refund of his/her paid booking, allotment, or installment amount from the Company during the installment period or after completion of price payment in full except taking possession of such allotted Flat of him/her under sale deed and registration at his/her cost and complying the Government registration requirements by the subscriber or his/her legal representatives.
23. The expenses for sales deed stamp papers and registration of all category Flats of the apartment shall be borne by the subscribers complying the Government Registration Rules and norms.
24. The sale and registration of the Flat of the subscriber shall be done only after receipt of final installment mentioned in point no 6. by the Company from the subscribers.
25. The sale of the Flat and the payment for it is purely contractual and no subscriber shall be entitled to complain the Company's deficiency in service in any manner.
26. In case of any increase in the construction, material cost and other ancillary and Related expenses of the Apartment including Government impositions, the Company shall charge the subscribers to pay such additional amount other than the predetermined flat price.
27. Government, local authority, Development Authority, Revenue authority's taxes, Fees, Levies, charges, orders, valuations, notification, sanctions and approval of the Development Authority will govern the sale of Flats and of the Apartment and shall be abiding to the subscribers.
28. Till final payment of the Flat price in full and delivery of flat to the concerned subscriber under Registered Sale deed, such price amount paid by the subscribers shall not be treated or considered or deemed as the asset of the concerned subscriber in any manner and such amount shall not be liable for any attachment or freezing or recovery from the subscriber by any other person of Bank or Government Authority or officers of any department or the Courts or Forums and such amount cannot also be encumbered or pledged or security given to the subscriber.
29. The Company shall not be responsible for the Government's impositions Acquisition, acts and action over the land where the Apartment's construction for the nature's fury, act of God, earthquake, cyclone, volcano eruption, floods, sea tides swelling, eruption, tsunami or any other natural calamities which may cause deprivation, damage erosion, inundation, damage and the loss of the Flats and Apartment at any time.
30. The Company reserves its right of acceptance or rejection of the application of any subscriber for allotment of Flat in the Apartment without assigning any reason and in case of non-acceptance of any subscribers' application for a Flat, the subscribed paid amount without interest or damages or compensation will be refunded to such subscriber.
31. Payment of price amount of the Flats booking, allotment and quarterly installment by the subscribers should be made in time by Account Payee Demand Draft favoring "Seven Hills Estates Limited", payable at New Delhi.
32. Till delivery of the Flats to the subscribers in all situations, other than the Government actions and natural calamities, the control and management over the Apartment and its Flats will be exclusively of the Company subject to the terms and conditions embodied herein.
33. It is specifically agreed and accepted consciously by the subscriber that in case of any disputes by any subscriber, non-defaulter concerning the allotted Flat or otherwise, shall be subject to arbitration only through a retired judge of any status in the Company's preference and acceptance only at Puri (Orissa).

I hereby acknowledge that in respect of the terms and conditions mentioned above, I have read and understand all of the aforesaid terms and conditions carefully and I fully understand my rights, duties, limitations and obligations in respect thereof.

Date

Signature of the Subscriber

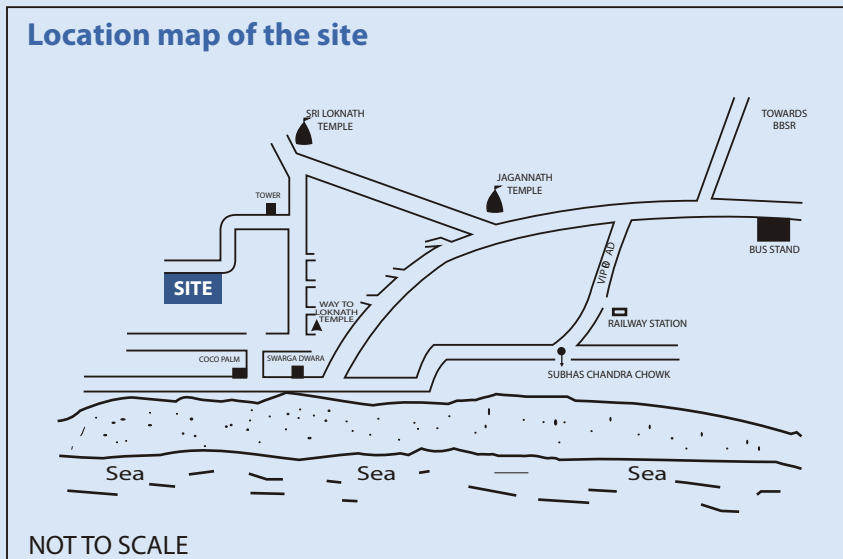
## DECLARATION AND UNDERTAKING

I have read the terms & conditions and other written matter in all the four pages, and after understanding the same properly by me, I have at my own accord and willingness signed and submitted this application for purchasing the Flat of the apartment located at Sipasurubali mouza, of Puri (ORISSA) and agreeing to strictly observe and abide myself the terms & conditions, written here with.

I have preferred to purchase \_\_\_\_\_ flat of the apartment of \_\_\_\_\_ square feet super built up area and the Flat no. \_\_\_\_\_ and today I have paid the booking amount of Rs. \_\_\_\_\_ vide the cheque / DD No. \_\_\_\_\_ Dated \_\_\_\_\_.

Date

Signature of the Subscriber



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