

Ref No.: KCPL/WR/AL/
Customer Code:

Dated: _____

To,

Co- Allottee(s):

**Subject: Allotment of Apartment No. _____ in the Group Housing Project named as
'Waterfall Residences' in Sector 36A, Gurugram, Haryana.**

Ref: Application form dated _____ .

Dear Sir/Ma'am,

This is in reference to your application form dated _____ along with your **Cheque No. _____** dated _____ for a Sum of **Rs. _____ /- (Rupees _____ Only)** ("**Advance Amount**") submitted with Krisumi Corporation Private Limited (the "**Company**") for provisional allotment of an apartment in our Group Housing Project, named as 'Waterfall Residences', being developed by the Company on land admeasuring 5.4375 acres, forming part of license bearing No. 39 of 2013, situated at Sector 36A, Gurugram, Haryana

We are pleased to inform you that pursuant to your application and subject to the terms and conditions contained in this Allotment Letter, the Company hereby provisionally allots you an **Apartment bearing No. _____ on Floor No. _____, Tower No. _____** ("**Apartment**") of the Project, and which is more specifically mentioned in **Annexure – I** hereto. The Total Price of the Apartment shall be **Rs. _____ /- (Rupees _____ Only) and Stamp duty & Registration Fee on Conveyance deed, as applicable** ("**Total Price**") which includes Box Price (BP) of the said Apartment, and other applicable charges as mentioned under **Annexure- II** of this Allotment Letter. **Please note, Stamp duty amount & Registration fee on the Conveyance deed shall be extra and payable by the Allottee(s) as applicable at the time of Conveyance Deed.**

You are requested to sign and execute all necessary documents, including without limitation Agreement for Sale ("**Agreement**"), in respect of the said Apartment within **30 days** of this letter. If you fail to execute and deliver to the Company, the Agreement within the said period of 30 days

from the date of receipt of this Allotment Letter and/or you fail to appear before the Sub-Registrar for its registration as and when intimated by the Company, then the Company shall serve a notice to you for rectifying the default, which if not rectified within next 60 days, your application shall be treated as cancelled and all sums deposited by you in connection therewith including the Advance Amount shall be returned to you without any interest or compensation whatsoever, within a period of 90 days from the termination / withdrawal of the application for allotment.

Please note that this provisional allotment is subject to the fulfillment of terms and condition as detailed in this Allotment Letter in respect of the said Apartment.

The List of Specifications is attached in **Annexure – III** for your reference.

The terms and conditions with respect to the provisional allotment of the Apartment are enclosed in **Annexure – IV** of this Allotment Letter.

The standard draft of the Agreement is enclosed herewith as **Annexure - V**.

You are hereby requested to sign and deliver to the Company, duplicate copy of this Allotment Letter, within **7 (Seven) days** of the receipt thereof as an acknowledgement of your acceptance to the terms of the provisional allotment of the said Apartment.

We assure you of our best services and co-operation at all times.

Yours Sincerely

For **Krisumi Corporation Private Limited**

Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

Name: Allottee(s)

_____Signature(s)

ANNEXURE – I

DESCRIPTION OF THE APARMENT WITH PARKING (IF APPLICABLE)

- (i) Unit No. :
- (ii) Unit Type :
- (iii) Tower No. :
- (iv) Floor No. :
- (v) Saleable/Super Area :
- (vi) Carpet Area :
- (vii) Balcony(ies) Area :
- (viii) External Wall Area :
- (ix) Exclusive Area (vi+vii+viii):
- (x) Car Parking Usage Rights:
- (xi) Fully Furnished Apartment : Yes/No (If Yes, then please refer “Annexure – III” Extra Furnishes in Fully Furnished Apartment)

Note: 1 square meter = 10.764 square feet

ANNEXURE – II

DETAILED BREAKUP OF TOTAL PRICE AND PAYMENT PLAN

I: TOTAL PRICE

S. No.	Price Description	Amount in Rs.
A.	Box Price (BP)	
B.	EDC & IDC	
C.	Other Charges	
D.	Sale Consideration (A+B+C)	
E.	Goods & Service Tax* (GST)	
F.	Total Sale Consideration (D + E)	
G.	Interest Free Maintenance Security Deposit (IFMSD)	
H.	Stamp Duty and Registration Fee on the Agreement for Sale*	
I.	Stamp Duty and Registration Fee on the Conveyance Deed#	As Applicable
	Total Price # (F + G + H)	

* as per the prevailing rates & regulations and are subject to change.

Stamp duty amount & Registration fee on the Conveyance deed shall be extra & payable by the Allottee(s) as applicable at the time of Conveyance Deed.

II: Payment Plan

Terms & Conditions of Total Price & Payment Plan

- All Cheques/drafts to be made in favor of "KRISUMI CORPORATION PVT LTD - Waterfall Residences Collection A/C" payable at New Delhi/Gurugram. For RTGS details. Account No - 258722687226, Bank - IndusInd Bank Ltd, Branch - Gurugram, Branch Address - First India Place, Ground Floor, M.G. Road, Gurugram-122002, IFSC Code - INDB0000022
- BP is inclusive of right to use of ____ (____) car parking space and lifetime membership of the club in the Project.
- EDC & IDC are pro-rated per unit as applicable, any revision would be charged on pro-rata basis from the Applicant(s).
- Other Charges are towards electricity, water and gas connection and meter charges.
- The payment would be considered subject to realization of the instrument. In case of dishonor of cheque for any reason, the Company may cancel the booking/allotment without any intimation, and Applicant(s) shall be further liable to pay cheque dishonor charges of Rs. 1,000/- (Rupees One Thousand only) along with applicable GST, to the Company.
- The Stamp Duty and Registration Fee shall be collected and further paid by the Company as a pure agent under GST and other applicable Laws.
- GST, Development Charges, Registration Fee and Stamp Duty mentioned in this Allotment Letter are as per the prevailing rates and regulations and are subject to change.
- The date of clearing of the instrument shall be deemed to be the date of payment.
- All payments towards BP, EDC & IDC, IFMSD, Other Charges, other statutory charges or any incidence of tax (current and/or retrospective), maintenance or any other charges shall be payable by the Applicant(s) as and when demanded by the Company or its nominated maintenance agency.
- To avoid penal consequences under the Income Tax Act 1961, where sale consideration for the Apartment exceeds Rs. 50 Lakhs, you are required to comply with provisions of Section 194 IA (effective from 1st June 2013), by deducting TDS, as applicable from each

instalment/payment. You will furnish the challan cum certificate of TDS deposit (form 26QB & form 16B) within 7 days from the date of tax so deposited. Following necessary particulars to be filled up in form 26QB are as under: -

- Name of Transferor: Krisumi Corporation Private Limited
- PAN of Transferor: AAECV0565A
- Address: CENTRAL PLAZA MALL, 3RD FLOOR, SECTOR-53, GURUGRAM

No credit will be given for TDS in case wrong particulars are filled in Form 26QB inadvertently or otherwise.

- It shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.
- Payments from any third party (other than the Applicant(s)) shall not be accepted. In case any payment has been credited to Company's account, the same shall be returned directly to the said third party and will further give right to the Company to terminate this Allotment Letter.
- The milestone/installment plan/development linked stage will be attributed to the particular Tower in which the Apartment is located and can be called for payment and become payable on demand in any order irrespective of the sequence, upon achievement of such milestone at site.
- Interest would be charged on delayed payment from the due date of each instalment as per applicable laws.
- In case the Company provides the subvention plan then it is applicable to customers/Applicant(s) who are eligible to obtain a home loan from subvention-empanelled HFC.

ANNEXURE – III

LIST OF SPECIFICATIONS

SPECIFICATION OF CONSTRUCTION		
Specification of apartments and other buildings including the following:		
1.	FLOORING DETAILS OF VARIOUS PARTS OF HOUSE	ENGINEERED WOODEN FLOORING, PREMIUM QUALITY LAMINATED WOODEN FLOORING, VITRIFIED TILES
2.	WALL FINISHING DETAILS	ACRYLIC EMULSION PAINT FINISH, VITRIFIED TILES, TILES AND ACRYLIC EMULSION PAINT.
3.	KITCHEN DETAILS	VITRIFIED TILES, TILES AND ACRYLIC EMULSION PAINT, ACRYLIC EMULSION PAINT ON FALSE CEILING, GRANITE STONE, MODULAR KITCHEN WITH HOB AND CHIMNEY, CP FITTINGS SINK WITH DRAIN BOARD.
4.	BATHROOM FITTINGS	TOTO OR EQUIVALENT / GROHE OR EQUIVALENT
5.	LIFT DETAILS	4 HIGH SPEED PASSENGER ELEVATORS IN EACH TOWER. AS A SPECIAL SECURITY FEATURE, EACH TOWER HAS 2 ELEVATORS FROM THE BASEMENT.
6.	EXTERNAL GLAZINGS	ALUMINIUM GLAZED DOOR AND WINDOW
7.	MAIN DOORS	MODULAR DOOR WITH VENEER AND POLISH (2.4M HIGH)
8.	INTERNAL DOORS	MODULAR DOOR WITH LAMINATE (2.4M HIGH)
9.	AIR CONDITIONING	VRV AIR-CONDITIONING SYSTEM WITH ONE OUTDOOR MODULE FOR THE ENTIRE APARTMENT. DUCTABLE UNIT IN LIVING DINING
10.	ELECTRICAL FITTINGS	MODULAR SWITCHES LED LIGHTING FIXTURE IN BALCONY TOILET KITCHEN AND CORRIDOR.
11.	LPG PIPELINE	UNINTERRUPTED LPG GAS SUPPLY TO EVERY KITCHEN THROUGH A NETWORK OF SAFE PIPING WITH INDIVIDUAL GAS METER.

SPECIFICATION UNIT WISE		
1. LIVING/DINING/FOYER/FAMILY LOUNGE		
1.1	FLOOR	ENGINEERED WOODEN FLOORING
1.2	WALLS	ACRYLIC EMULSION PAINT FINISH
1.3	CEILING	ACRYLIC EMULSION PAINT WITH FALSE CEILING. (EXTENT AS PER DESIGN)
2. MASTER BEDROOM/DRESSROOM		
2.1	FLOOR	PREMIUM QUALITY LAMINATED WOODEN FLOORING
2.2	WALLS	ACRYLIC EMULSION PAINT
2.3	CEILING	ACRYLIC EMULSION PAINT
2.4	MODULAR WARDROBES	NA
3. MASTER TOILET		
3.1	FLOOR	VITRIFIED TILES
3.2	WALLS	VITRIFIED TILES
3.3	CEILING	ACRYLIC EMULSION PAINT FALSE CEILING
3.4	COUNTERS	GRANITE STONE
3.5	SANITARY WARE/CP FITTINGS	TOTO OR EQUIVALENT / GROHE OR EQUIVALENT
3.6	FITTING/FIXTURES	NA
4. BEDROOMS		
4.1	FLOOR	PREMIUM QUALITY LAMINATED WOODEN FLOORING
4.2	WALLS	ACRYLIC EMULSION PAINT FINISH
4.3	CEILING	ACRYLIC EMULSION PAINT FINISH
4.4	WARDROBES	NA
5. TOILET		
5.1	FLOOR	VITRIFIED TILES
5.2	WALLS	VITRIFIED TILES

5.3	CEILING	ACRYLIC EMULSION PAINT FALSE CEILING
5.4	COUNTERS	GRANITE STONE
5.5	SANITARY WARE/CP FITTINGS	TOTO OR EQUIVALENT / GROHE OR EQUIVALENT
5.6	FIXTURES	NA
	6. KITCHEN	
6.1	FLOOR	VITRIFIED TILES.
6.2	WALLS	TILES AND ACRYLIC EMULSION PAINT.
6.3	CEILING	ACRYLIC EMULSION PAINT ON FALSE CEILING
6.4	COUNTERS	GRANITE STONE
6.5	FIXTURES	MODULAR KITCHEN WITH HOB AND CHIMNEY
6.6	KITCHEN APPLIANCES	CP FITTINGS SINK WITH DRAIN BOARD
	7. UTILITY ROOMS/UTILITY BALCONY/TOILET	
7.1	FLOOR	TILES
7.2	WALLS & CEILING	OIL BOUND DISTEMPER
7.3	TOILET	ANTI-SKID TILE FLOORING AND COMBINATION OF OIL BOUND DISTEMPER AND TILES ON WALLS.
7.4	BALCONY	ANTI-SKID TILE ON FLOOR, EXTERIOR PAINT ON WALL AND CEILING

ANNEXURE – III (EXTRA FURNISHES IN FULLY FURNISHED APARTMENT)

EXTRA FURNISHES IN FULLY FURNISHED APARTMENTS

General	Kitchen	Study (where applicable)
✔ Video Door phone	✔ 300 Litre fridge	✔ Study table and chair
✔ Wifi Router	✔ Utensils for cooking	✔ Wall Storage
✔ Intercom	✔ Geyser	
✔ All wall and ceiling lights	✔ Dishwasher	Toilets
✔ All fans	✔ Microwave	✔ Geysers in all toilets
✔ Shoe Rack	✔ Toaster	✔ Bath tub and Japanese WC in master bedroom; Glass partitions in all other toilets
Living Area	✔ Electric Kettle	✔ Vanity
✔ Air Purifier	✔ Mixer Grinder	✔ Towel Racks
✔ Mini Fridge	✔ RO	✔ Mirror lights
✔ One 50 inch TV	✔ Exhaust Fan	✔ Exhaust Fan
✔ Sofa set	Bedrooms	Main Balcony
✔ Center Table	✔ One 43 inch TV with Console in Master Bedroom	✔ 2 Outdoor chairs with center table
✔ Side Table	✔ One electronic safe	Service Balcony
✔ TV Console	✔ Beds with side tables in every bedroom	✔ Washing Machine with Dryer
✔ 6-Seater dining table set	✔ Mattresses	
✔ Rug	✔ Wardrobe in every bedroom	
✔ Art	✔ Drapes	
✔ Table Lamp		
✔ Drapes		

APARTMENT SPECIFICATION: ADD ON PACKAGES

	No Add on
--	------------------

	Basic Add on <ol style="list-style-type: none">1. Wardrobes in Master bedroom & Other bedrooms2. Geysers in Toilets & Kitchen3. Exhaust fan in Toilets & Kitchen
--	--

	Upgrade Add on <ol style="list-style-type: none">1. Wardrobes in Master bedroom & Other bedrooms2. Geysers in Toilets & Kitchen3. Exhaust fan in Toilets & Kitchen4. Vanity under counter in Toilets5. Storage behind mirror above counter in Toilets6. Shower partition in Toilets7. Accessories in Toilets (Towel rail & Tissue paper holder)
--	---

	Full Add on <ol style="list-style-type: none">1. Wardrobes in Master bedroom & Other bedrooms2. Geysers in Toilets & Kitchen3. Exhaust fan in Toilets & Kitchen4. Vanity under counter in Toilets5. Storage behind mirror above counter in Toilets6. Shower partition in Toilets7. Accessories in toilets (Towel rail & Tissue paper holder)8. Ceiling Fan in Living/Dining, All bedrooms & Wall fan in kitchen9. Light fixtures in Living/Dining & All Rooms
--	---

ANNEXURE – IV

TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT

1. Applicant(s) has/have applied for allotment of the Apartment in the Project with the full knowledge and subject to all the laws/notifications and rules applicable to the Project in general and the Apartment in particular and which have been explained by the Company and understood by the Applicant(s).
2. Applicant(s) has/have fully satisfied himself/herself/themselves/itself about the interest and the title of the Company in the Project and has/have understood the obligations of the Company in respect thereof.
3. Applicant(s) has/have inspected and accepted the plans, designs, specifications which are kept at the Company's offices and also at the website of Haryana Real Estate Regulatory Authority and agrees that the Company may effect, such variations, additions, alterations, deletions and shall have the right to effect suitable and necessary alterations thereto, as it may deem appropriate or as may be done by the competent authority, in absolute compliance of applicable laws.
4. Applicant(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible under Benami Transactions (Prohibitions) Act, 1988 as amended in 2016 and other applicable laws.
5. The receipt of Application and acceptance of the Advance Amount by the Company does not confirm the allotment of the Apartment. The said allotment shall be confirmed upon the execution and registration of Agreement as enclosed with this Allotment Letter within such timelines as provided hereinabove. Upon the execution of the Agreement, the Applicant(s) hereby undertakes to pay such amounts as per payment plan opted by him/her/it/them.
6. The Applicant(s) hereby undertakes that he shall get the Agreement executed and registered, within a period of 30 days from the date of receipt of this Allotment Letter or such other number of days as may be requested by the Company. If Applicant(s) fail to execute and deliver to the Company the Agreement within the said period of 30 days from the date of receipt of this Allotment Letter by the Applicant(s) and/or fail to appear before the Sub-Registrar for its registration as and when intimated by the Company, then the Company shall serve a notice to the Applicant(s) for rectifying the default, which if not rectified within next 60 days, the application shall be treated as cancelled and all sums deposited by the Applicant(s) in connection therewith including the Advance Amount shall be returned to the Applicant(s) without any interest or compensation whatsoever, within a period of 90 days from the termination of the application for allotment.
7. Notwithstanding anything contained herein, timely performance by the Applicant(s) of all its obligations under the Application/this Allotment Letter/Payment Plan or exercise of any options wherever and whenever indicated herein, including without limitation, its obligations to make timely payments of the Total Price and other deposits and amounts, including any interest in accordance with the Application/this Allotment Letter/Payment Plan shall be of essence under this Allotment Letter.

8. The Applicant(s) may after obtaining prior written consent of the Company, assign / transfer his rights, title and interest in the Apartment under this Allotment Letter to any third person / entity. The Company assures the Applicant(s) that the said written consent shall not be unreasonably withheld, however the same shall be subject to payment of transfer/administrative charges as may be decided by the Company from time to time for such assignment/ transfer. Such consent/ permission shall always be subject to applicable laws, notifications/ governmental directions. The Applicant(s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
9. All applicable statutory charges, taxes including all Government levied taxes and other levies demanded or imposed at any later date by the concerned/competent authorities shall be payable proportionately by the Applicant(s) from the date of booking, as per demand raised by the Company/competent authority as the case may be.
10. In the event that the Applicant is a Non-Resident Indian (NRI), Person of Indian Origin (PIO), Overseas Citizen of India (OCI) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof along with all notifications, circulars, guidelines etc. issued under the same and as amended from time to time) or with any of the rules and regulations of the Reserve Bank of India or compliance under any other applicable law, governing the actions of such Applicant(s) including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the Applicant(s) shall provide the Company with all relevant and required permissions, approvals, consents, documents, information, no objection certificates, etc. including for remittances beneficiary's name, beneficiary's account number, bank name, branch name, bank address, swift code etc., as would enable the Company to lawfully carry out its obligations under this Application. The Applicant(s) shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications/consents/ permissions thereof to the Company and the Company accepts no responsibility in this regard.
11. The Company shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / hypothecation or securitization of receivables or in any other mode or manner by creating a charge / mortgage on the Apartment and / or the Project and / or the Project Land and / or the receivables from the same, subject to the condition that the Apartment shall be free from all encumbrances at the time of execution and registration of the Conveyance/Sale Deed. The Company / financial institution/ bank, as the case may be, may always have the first lien / charge on the Apartment for all their dues and other sums payable by the Applicant(s) or in respect of any loan granted to the Company for the purpose of the construction of the Project.
12. The Applicant(s) may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from banks/financial institution after obtaining prior written permission from the Company. Any such arrangement / agreement shall be entered into by the Applicant(s) at his sole cost, expense, liability, risk and consequences. The Applicant(s) shall keep the Company indemnified from all costs, expenses, injuries, damages etc. which the Company may suffer for any breach / default that may be committed by the Applicant(s) to the third party(ies) / banks/ financial institution. In this regard, the Company may at the request of Applicant(s), enter into a tripartite agreement with the Applicant(s)' banker / financial institution to facilitate the Applicant(s) to obtain the loan from such bank / financial institution for purchase of the Apartment. The Applicant(s) hereby agrees that the Company shall be entitled to cancel the application and the provisional allotment of the

Apartment, at the request of the Applicant(s)' banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Applicant(s).

13. The Applicant(s) may obtain finance from any financial institution / bank or any other sources stated above, but the Applicant(s) obligation to purchase the Apartment and pay the amounts payable pursuant to this Allotment Letter is not to be contingent on the Applicant(s)' ability or competency to obtain such financing and the Applicant(s) will remain bound under this Allotment Letter whether or not the Applicant(s) has been able to obtain financing for the purchase of the Apartment.
14. The Applicant(s) undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said Apartment/ Project.
15. The Company shall not be held responsible or liable in any manner for not performing or delay in performing any of its obligations or undertakings provided in the Allotment Letter if such performance is prevented or delayed due to Force Majeure.
16. The Applicant(s) shall use the Apartment only for the 'residential' purposes as per the provisions of the Agreement and other documents to be executed pursuant thereto, and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other apartments in the Project nor for any illegal or immoral purposes.
17. In case of a contradiction between the terms and conditions herein and the Agreement, which the Applicant(s) are required to sign and execute on confirmation of provisional allotment, the terms and conditions of the Agreement shall survive and supersede.
18. The Applicant(s) shall get his complete address registered with the Company and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. In case there are joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant(s).
19. In case any cheque submitted by the Applicant(s) pursuant to the application towards the said Apartment is dishonored for any reason whatsoever, the Company may cancel the booking, without any intimation to the Applicant(s). In case of dishonor of cheque for any reason, Applicant(s) shall be liable to pay cheque dishonor charges of Rs. 1,000/- (Rupees One Thousand only) to the Company.
20. The Courts at Gurugram alone shall have jurisdiction in case of any dispute.

ANNEXURE – V

DRAFT OF AGREEMENT FOR SALE