

To,
The Hon'ble Authority,
West Bengal Real Estate Regulatory Authority,
1st Floor, Calcutta Greens Commercial Complex,
1050/2, Survey Park, Kolkata-700075

Date: 04.02.2026

Subject: Clarification in response to the query raised in connection with Project Registration under WBRERA (i.c.w. WBRERA/NPR-004917).

Sir,

With reference to the observation raised by the Hon'ble Authority regarding alleged violation of **Section 13 of the RERA Act, 2016** in the Agreement for Sale, it is respectfully submitted as under:

It is submitted that the **Draft Agreement for Sale** contains **Schedule "C" – Payment Plan by the Allottee**, as annexed, which has been framed **strictly in accordance with Section 13 of the RERA Act, 2016**.

As evident from the said Schedule, the Allottee is required to pay **only the booking amount, not exceeding 10% of the cost of the apartment/plot**, at the initial stage. The Schedule further categorically provides that **no further amount is demanded or accepted from the Allottee until execution and registration of the Agreement for Sale**, in complete compliance with Section 13 of the Act.

Subsequent instalments are clearly linked to **execution and registration of the Agreement for Sale** and thereafter to **stage-wise completion of construction**, as detailed in Schedule "C", and therefore do not attract any violation of Section 13.

Accordingly, it is submitted that the **payment schedule incorporated in the Draft Agreement for Sale is fully compliant with Section 13 of the RERA Act, 2016**, and no contravention thereof has occurred.

A copy of **Schedule "C" – Payment Plan by the Allottee** is enclosed herewith for kind perusal and record



In view of the above facts and consistency of records, it is respectfully submitted that the query regarding alleged violation of **Section 13 of the RERA Act** may kindly be treated as clarified and resolved.

Thanking You.

Enclosure:

1. Copy of Scheduled-C (Payment Plan) of the Draft of Agreement for Sale.

Yours faithfully,

For M/s Sunparivar Builders LLP

SUN PARIVAR BUILDERS LLP

Tushar S Kamdar **PARTNER**



SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

Payment Plan	Percentage	Due Within
Booking Amount	10%	-
On execution of Agreement for Sale	10%	30 days
On completion of Foundation of the block	10%	30 days
On completion of Casting of floor roof Slab of the block	10%	30 days
On completion of Casting offloor roof slab of the block	10%	30 days
On completion of Casting offloor roof slab of the block	10%	30 days
On completion of Casting of roof of the Block	10%	30 days
On completion of of the Windows of the Block	10%	30 days
On completion of of the Flooring work of the Block	10%	30 days
On filing Application for Occupancy certificate of the Block	5%	30 days
On Obtaining Occupancy certificate of the Block from the Authority	5%	30 days

SUN PARIVAR BUILDERS LLP

 **PARTNER**

****The Allottee has to pay a sum of Rs. _____ (not exceeding 10% of the cost of the Apartment/Plot) as booking amount. The Promoter shall not demand or accept any further payment until the execution and registration of this Agreement for Sale in accordance with Section 13 of the RERA Act, 2016.**