

- 8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyer to the Developer in the manner mentioned in the chart below, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Extras (defined in Clause 8.4 below).

On Application	75% of Flat Cost Plus Rs.30,287/- & Rs.1,01,125/- of Car Park
Within 30 days of Application	Legal fees
On Commencement of Foundation	N.A.
On Commencement of Ground Floor Roof Casting	N.A.
On commencement of 2nd Floor Roof casting	N.A.
On commencement of 4th Floor Roof casting	5% Flat Cost less Rs.30,287/-
Within 30 days of 4th Floor Roof casting	50% of Club Membership & Rs.74,438/- of Car Park
On commencement of 7th Floor Roof casting	10% Flat Cost
On commencement of 9th Floor Slab	10% of Flat Cost
On commencement of flooring	5% of Flat Cost Plus 50% of Club Membership & Rs.74,437/- of Car Park
Before Possession as & when demanded	100% Additional Charges
On Possession	5% of the Flat Cost

*** Service Tax As Applicable ***

- 8.3 **Notice for Payment:** On happening of each event mentioned in the chart above, the Developer shall give written notice to the Buyer (**Payment Notice**), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 11.2 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Price and the Extras (defined in Clause 8.4 below) shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring *Soumita Construction Pvt. Ltd.*

- 8.4 **Extras:** In addition to the Total Price, the Buyer shall also pay to the Developer, as and when demanded by the Developer, the following amounts (collectively **Extras**):

- 8.4.1 **Proportionately:** Proportionately, costs, expenses, deposits and charges for:

- (a) **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the 3rd Schedule below) and improved Specifications of construction of the Said Building over and above the specifications described in the 4th Schedule below (**Specifications**).
- (b) **Formation of Association:** formation of a body of co-owners of the Said Building, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (Association).
- (c) **Generator:** stand-by power supply to Common Portions and the Said Flat from diesel generators @ Rs.30/- (Rupees Thirty only) per sft with service tax as applicable, based on the requirement of the Buyer. In this regard it is clarified that (1) at the appropriate time, the Developer shall give notice of demand assessment to the Buyer, (2) within 7(seven) days of the date of the said notice of demand assessment, the Buyer shall intimate to the Developer the stand-by power supply requirement of the Buyer [in multiples of 0.5 (zero point five) KVA] and (3) subject to feasibility, the Developer shall allot the required stand-by power supply to the Buyer, upon the Buyer making payment for the same together with the payment for Common Portions.