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ready for use and occupation.

- 9] That, the Purchaser has inspected all the title documents and the plain, in relation to the clear title of land and sanctioned building plain in respect of proposed building with specifications, which the purchaser, the party no. 2 to this deed hereby confirm, subject to any modification and changes by the owner in the plan.
- 10] That, the purchaser has satisfied himself in respect to the Party no. 1/OWNER & owner's rights & title to the said property as good, valid and marketable and he has accepted the same without any further rights of investigation, He has also satisfied himself about the OWNER right to enter into this agreement with the purchaser. Party no. 1 agrees that, Flat, as per schedule attached, agreed to sale will be free from encumbrances of all kinds whatsoever before giving possession and final conveyance deed to be executed.
11. It is also specifically understood by the purchaser that the delay in securing sanctioned to the housing loan, if any, applied for by him shall not be ground for non payment of any of the installments on due dates/stages. Without prejudice to the other rights of the owner against the purchaser under this agreement and/or in law.
- 12] That, the owner will continue to remain as owner of the undivided share in land and building thereupon till such time the sale deed or possession or the house, subject to receiving the total agreed amount.
- 13] That the OWNER shall not deliver the actual possession of the said flat to the Purchaser until the entire agreed cost of house including also the charges of installation of electric and water, legal expenses, stamp duty and registration fees, maintenance deposit are received in full.
- 14] The owner is empowered to mortgage the land construction thereon to raise the finance for the business need from bank or any other person.
- 15] That, the OWNER shall be exclusive in charge of the construction without any let or hindrance or interference by the purchaser or any other contractor and under no circumstance by the purchaser or any other building contract in respect of his house with any other engineer, architect, building contractor or advisory agency and such contract, if made by him shall be void and not at all binding on owner.
- 16] That, the open space, the common areas and common facilities as may be provided in the said Apartment shall be common use of all Purchaser and shall always remain undivided and no portion or division of any part thereof will be effected or carried out by the purchaser severally or jointly with any other house owner or owners.
- 17] That, the purchaser hereby specifically agrees with party no. 1 that even after taking over the actual possession of the shop/flat chosen by her/him, he/she will not object or prevent