

- 24] That, the purchaser hereby agrees not to occupy the said house without prior written permission of the OWNER, else he shall be treated as a trespasser.
- 25] That the OWNER does hereby agree with the purchaser that on receipt of the balance sale prices and also upon the payment of electricity, payment of legal charges that may be levied at the time of registration for her/him, will execute a proper sale/transfer deed relating to the said plot and house thereon in favour of the purchaser or the nominee [s] appointed by him, at his cost, in accordance with the law in force. The party of the second part will incur all the expence for stamp duty registration charges required for registration or document of sale/transfer/conveyance of the said property.
- 26] That the purchaser shall pay proportionate share of Ground rent and all other dues, whatsoever accruing payable in respect of her/his undivided share in the said land to the concerned authorities with effect from the date of registration of the sale deed or from the date of possession whichever is earlier and shall always keep the vendor/promoter party indemnified against such payment.
- 27] That, it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising cement/ steel and brick work it is understood by the purchaser that shortcoming inherent to the heterogeneous nature of construction and expansion of unequal settlement of footing are likely to occur and will not be treated as defect. Further it is agreed by the purchaser that on account of practical constraint there will be an allowance of plus or minus two percent variation in dimensions shown in sanction plan or mentioned in this Agreement and no compensation shall be given to Purchaser for such variations.
- 28] It is understood and agreed by the purchaser, that the plastered masonry, concrete, and joints are not waterproof in nature and there is chance of leakage, seepage through them. Any leakage or seepage of water occurred, will not be treated as defect in construction, under such circumstances purchaser will not be entitled for any claim or damages or this account.
- 29] That the OWNER shall not be liable to pay any compensation to make good any defect in the proprietary items used in the construction of the said House and proper claim regarding same shall be directly claimed by the purchaser to the manufacturer of such items keeping the OWNER indemnified against the same.
- 30] That, all notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been delivered and served if sent to the purchaser by registered post or under certificate of posting at his address as mentioned above.
- 31] That, purchaser undertakes to maintain the property in good condition and to pay all taxes and charges in connection with the property.