3.14 It is understood by the PURCHASER that the work of construction is heterogeneous in nature comprising of R.C.C. and Bricks work, therefore, any short coming inherent to the heterogeneous nature of construction like those due to unequal settlement of footing are likely to occur and will not be treated as defects. Further it is agreed by the PURCHASER that on account of practical constraints there may be some variations on either side in dimension shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the PURCHASER for such variations.

3.15 It is understood and agreed by the PURCHASER that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joint, seepage of water is likely to occur and this will not be treated as any defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage will be borne and paid by the PURCHASER separately. It is also understood and agreed by the PURCHASER that plastered masonry and concrete are not water proof in nature and there is a chance of leakage seepage through them if exposed to rain water or any wet condition and will not be treated as defect and no compensation shall be given to PURCHASER for such happenings.

3.16 It is also well within the knowledge of the PURCHASER that heir cracks in the construction work is a very common feature caused due to specified kind of soil such black cotton etc., as such the PURCHASER understand, agree that any hair crack in the unit shall not be treated or considered as any defect and the VENDOR shall not be held responsible for any such common or regular things.

3.17 The PURCHASER understand and agree that as per declaration deed as to reservation of open space/terrace, or any reservation made otherwise by the VENDOR, the staircase/s, stairways, lift, passages, land, main gates, pump with electrical motor and all other equipments, machinery, assets facilities etc. for common use are and shall always be the commonly hold and used properties for the use and beneficial enjoyment of all the owners/occupants in the said building including the PURCHASER subject to further reservations if any, made by the VENDOR and no owner/occupant of any Apartment including the PURCHASER shall be entitled to the exclusive use of any part or portion of the same and no person including the PURCHASER shall be entitled to the personal exclusive use or enjoyment of any particular land, machinery, lift, equipments, assets, machinery etc. which is for common use or enjoyment for the benefit of all the owner/s of the said building.

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