

**Delivery, acceptance, affidavit of completion, release.**

Possession is to be delivered by delivery of deed and key at final settlement, which shall be on full payment on the balance of the purchase price, of other moneys due under this agreement and of all of the above stated charges and fees and after final approval of the mortgage, if any, to be obtained under this agreement.

At the time of final settlement and before possession is delivered to buyer, buyer shall execute an affidavit of completion and release in form satisfactory to seller, releasing seller from any and all claims under this contract. If buyer shall fail or refuse to execute such affidavit of completion and release, seller may refuse to settle and deliver possession, and seller may further retain as liquidated damages, or on account of the purchase price, as seller may elect, the sum or sums paid on account of the purchase price; and if seller retains such sum or sums as liquidated damages, this agreement shall then become and be cancelled and null and void, and seller shall have no further liability whatever to buyer.

The acceptance of key or deed or the entry into possession of any part of the premises by buyer is an acceptance by buyer of the premises as entirely completed, and shall constitute a complete release and discharge of all obligations and liabilities of seller with respect to the construction, completion and delivery of the premises and every part of it. After settlement is made and/or key is accepted and/or entry into possession of any part of the premises is made, buyer agrees that no further claims or demands of any kind will be made upon seller, and seller shall be liable for no injuries, loss or damage to buyer or any other person or to the premises or property in, on or about the premises, resulting from any cause whatsoever, including those from, but not to the exclusion of other causes not specifically recited in this contract, negligence and latent or undiscovered defects, and buyer by this contract releases and discharges seller from all liability for such injuries, loss or damage.