

## Form of Agreement

THIS AGREEMENT made on this the ..... day of ..... between Sri./Smt. .... aged ..... (son/daughter of ..... ) residing at ..... (hereinafter referred to as '**the Purchaser**' which term, unless the context indicates otherwise, shall include his/her heirs, successors, executors, administrators, legal representatives and permitted assignees) on the ONE part AND the University of Kerala, Thiruvananthapuram, represented by the Registrar (hereinafter referred to as '**the University**' which term, unless the context indicates otherwise, shall include his/her successors, executors, administrators, legal representatives and permitted assignees) on the OTHER part.

WHEREAS the Purchaser participated in the E-Tender cum E-Auction, vide Notification No. .... dated ..... towards the sale of 1810 timber Acacia trees and 990 small Acacia trees in South Block of Kerala University Campus at Kariavattom, and offered an amount of Rs. .... (Rupees ..... ) excluding taxes and other dues thereon.

AND WHEREAS such Tender/Bid accepted by the University vide order No ..... dated ..... on the Terms and Conditions hereinafter appearing.

AND WHEREAS the Purchaser paid Rs ..... (Rupees ..... ) being the sale value and Rs ..... (Rupees ..... ) being Regeneration charges, Taxes, Surcharge - etc. on the full sale value.

AND WHEREAS the Purchaser has agreed to cut down the Acacia trees specified above and to remove the trees from the site within a period specified herewith from the date of execution of agreement at his own arrangements.

Now these presents witness that for carrying out the Terms and Conditions of this agreement into execution the Purchaser for himself, his heirs, successors, executors, administrators, legal representatives & permitted assignees on the ONE PART and the Registrar, University of Kerala, acting for and on behalf of the University on the OTHER PART do hereby mutually agree as follows:

### Terms & Conditions

1. The 35% of sale value, subject to a maximum amount of Rs. 10 lakhs by Cash/DD drawn in favour of the Deputy Registrar (Campus Administration), University of Kerala, Kariavattom, payable at Kariavattom, shall be remitted by purchaser on the date of Confirmation Order itself. The purchaser should execute a bounded agreement on a stamp paper and pay the balance amount within 5 days of Confirmation Order. If the 5<sup>th</sup> day happens to be a holiday, the amount can be remitted on the next working day. Award of Contract will be issued to the purchaser only after executing the bounded agreement, remitting the full sale value, relevant taxes at the rate in force and Security Deposit of 10% for the sale value.

2. The terms and conditions of agreement with the purchaser shall be as specified in the "Terms and Conditions of Agreement". The Registrar or any other officer authorized by him shall be the authority competent to enter into agreement with the purchaser on behalf of the University of Kerala. The agreement shall be executed on a non-judicial stamp paper of a value of Rs.200/- or at the value of the higher rate stipulated under the Kerala Stamp Act. All the costs of stamp – etc. necessary for execution of agreement shall be borne by the Purchaser.

- 3.** Deficit payment of stamp value, if any, found at a later date is liable for recovery from the Purchaser. The University of Kerala shall not be the party in whatsoever manner with regard to the deficit payment of stamp duty, if any, occasioned and the Purchaser is solely liable for payment of differential amount/value thereof.
- 4.** GST, FDT, IT and other taxes as applicable or modified from time to time shall be paid by the purchaser as per the provisions of the GST Act & the Rules and any other such rules made there under by the Government in addition to the rate quoted. This amount shall be remitted by the purchaser and the documents shall be produced before the officer of the University concerned at the time of execution of agreement.
- 5.** The purchaser is required to cut down at ground level the 1810 timber Acacia trees numbered in Blue colour and 990 small Acacia trees numbered in White colour and remove the trees from the site within a period of 30 days from the date of Award of Contract at his own arrangements without making any damage to the other trees or to the University property.
- 6.** No extension of contract period shall be granted on ordinary ground. Under very special circumstances, for good and sufficient reasons, the Joint Registrar (Campus Administration) may grant extension of time for 7 days (Seven days) on realisation of a penalty of Rs.1000/- (Rupees One Thousand only).
- 7.** The purchaser or his authorized agent shall be present at all times in the contract site. He shall employ an agent or agents to assist him in the work only with due approval by the Joint Registrar (Campus Administration), who may at his discretion grant approval on submission of request of the purchaser giving details such as name, residential address a specimen of the signature and an Id proof of the person proposed to be appointed as agent(s). The Joint Registrar reserves to himself the power to reject any of those persons proposed to be appointed as agent by the purchaser. The purchaser shall not engage as his agent or workmen any person already engaged by the University or other contractors for any other works in the area and also those who are involved in any forest or wildlife offences.
- 8.** The purchaser shall be fully responsible for the acts of himself, his agents, and workmen and of all persons engaged by him to cut, collect, store and remove the trees or to perform any act under this contract.
- 9.** The purchaser shall provide each of his agents and other workmen with a written authorisation, which should show his name, parentage, residence and period for which it is valid. The authorization must always be produced when demanded by any officer of the University.
- 10.** The purchaser shall commence work in the site from one end and shall proceed to the other end in an orderly and systematic manner, under the supervision of security staff or any other persons authorised by the University.
- 11.** All the timber, firewood – etc. cut and collected by the purchaser from the contract site shall be stored by him at the site, for checking by the officer of the University before removal.
- 12.** If any amount becomes due to any agent or workmen or any other person engaged by the purchaser, as per Workmen's Compensation Act or as per provisions of any Labour Law, such amount shall be paid by the purchaser. Any failure to do so will be considered as a breach of the terms of this contract.
- 13.** The purchaser and his agent shall be responsible for any illicit felling or removal of trees from the contract site. Unless proved otherwise to the satisfaction of the University officer, the purchaser will also be liable for prosecution and for payment of value of timber etc. illicitly felled or removed as assessed by the University. The purchaser or his agent or workmen shall report any such illicit felling or removal to the Joint Registrar or any other officer of the University as soon as the same comes to their notice.

**14.** If in the course of working it is found by the University that the progress of work in the contract site is not satisfactory, the University may cancel this agreement after giving one week written notice to the purchaser and make other arrangements for carrying out the works at the risk and loss of the purchaser. In such case the purchaser shall not be entitled to any profit the University may derive from this arrangement.

**15.** Where the material is stocked in the site / temporary dumping yard, the purchaser shall make his own arrangements to safeguard the produce in an appropriate manner besides insuring the same against any calamities. The University of Kerala will not be responsible for any loss or damage within the contract site.

**16.** The purchaser shall not be entitled to claim any compensation whatsoever in case the University of Kerala is not able to make available the contract site for extraction by the purchaser due to unforeseen circumstances like floods, cyclone, tempest, disease, pest drought or any other natural calamities or by reason of any wrongful acts committed by any third party or any other reason whatsoever.

**17.** The University of Kerala will not be responsible for any loss or damage that may be caused to the produce sold to the purchaser as a result of fire, floods, theft or any other natural calamity from the date of handing over of the contract site for felling and extraction till weighment at the purchaser's final destination.

**18.** Force majeure: The University of Kerala may revoke the agreement and withdraw from the compliance of the same in the event of circumstances beyond its control and in such an event it shall not be liable for any damage or loss, if any, to the purchaser.

**19.** The cutting & removal of trees shall be conducted without hampering the normal functioning of the University and the directions given in this regard by the Joint Registrar (Campus Administration) from time to time shall be followed during the execution period.

**20.** The Security Deposit will be refunded only after the successful completion of contract after producing clearance certificates of GST, Income Tax – etc. If there is any liability outstanding, that will be adjusted from the Security Deposit of the purchaser.

**21.** Any failure from the part of the Purchaser on completing the formalities prescribed, executing the agreement within the time allowed, remitting the sale amount, producing documents of tax paid, clearing the site within the prescribed period-etc. stipulated herewith, the Registrar of Kerala University shall have the right to cancel the Order of Confirmation & Award of Contract and recoup the loss incurred to the University with expense from the purchaser forfeiting the money remitted by the purchaser to the University till then and/or as per the Revenue Recovery Act.

**22.** In case of making any damage to the other trees / University property, the valuation / penalty furnished by the competent official of the University shall be paid by the purchaser within the agreement period, failing on which the University will have the right to cancel the contract and recoup the amount with expense from the purchaser forfeiting the money remitted by the purchaser till then and/or as per the Revenue Recovery Act.

**23.** The cancellation of Confirmation Order & License and the forfeiting the money paid by the purchaser shall be effective from the date of the order. The Order would be communicated either by Registered Post or Personal delivery. Upon cancellation, the produce remaining in the contract area shall be allotted to the next highest tenderer/bidder or put to resale at the discretion of the Registrar of the Kerala University, at the risk and loss of the Purchaser.

**24.** All disputes arising out of or in any way connected with this sale shall be deemed to have arisen in Thiruvananthapuram and within the jurisdiction of the Court at Thiruvananthapuram, which court shall determine such disputes.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and the year first above written, in the presence of the following witnesses:

THE PURCHASER :

Sri./Smt. ....

THE UNIVERSITY :

The Registrar, University of Kerala.

Witness 1:

Signature:

Name & Address:

Witness 1:

Signature:

Name & Address:

Witness 2:

Signature:

Name & Address:

Witness 2:

Signature:

Name & Address: