

- 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.

**Sd/-**  
**REGISTRAR**