

**General Conditions of Sale****Definitions:**

**WEBSITE** - The Murrays Online Auction Portal [www.murrays.in](http://www.murrays.in) & [www.murraysonline.net](http://www.murraysonline.net), owned and operated by Murray & Co.

**SELLER** - Any individual, group of individuals, firm, company, trust etc selling their assets/ materials through the Murrays Online Auction Portal [www.murrays.in](http://www.murrays.in) & [www.murraysonline.net](http://www.murraysonline.net).

**USER** - Any person registered on the website and who has been assigned a Client Code by Murrays.

**BIDDER** - Persons registered on the website to take part in the tender and auction sales.

**CLIENT CARD** - Is an identification issued by Murrays and includes any other valid ID.

**CLIENT CODE** - Every registered bidder on the website will be allotted a unique one time code, which shall be quoted in all communications with Murrays.

**VALID SUBSCRIPTION** - is a subscription which is current.

**LOT DEPOSIT** - is a deposit assigned for the specific lot in order to bid.

**SALE EVENT** - The process of price determination online, through the website either through auction or tender.

**LOT** - Every individual item listed on the website for sale irrespective of the Unit of Measurement (UoM), both movable and immovable.

**BID** - Any rate quoted by the bidder on the website, including auto-bids placed on behalf of the bidder by the website.

**RATE CONTRACT** - A sale event where the materials are sold by sample and the rate is defined for an extended period of time (a month or a quarter or even longer periods).

**ONE TIME DISPOSAL** - A sale event where the entire material sold is available for inspection and the rate will be valid only for a limited period.

**TENDER** - A sale event in which the bidder can make only one offer for each lot.

**AUCTION** - A sale event in which the bidder can make multiple progressive bids, resulting in one bidder outbidding every other bidder.

**AGREEMENT** - The terms of service, the general terms and conditions, together with any additional terms and conditions specific to a particular online auction event on the website (which can be found through one or more links on the website for the auction in question) constitute the Agreement.

**SUBSCRIBER** - Only those who have subscribed to the services of Murrays and have registered themselves with Murrays are eligible to bid. Any individual or legal entity can be a subscriber, provided they are legally

competent to contract.

**STARTING BID** - The price at which the auction will start.

**BID INCREMENT** - The minimum increase permitted for each bid, which varies from lot to lot.

**SUBSCRIPTION** - Subscription to online services on the website could be:

**SHORT TERM** - Which will be valid only for one month

**ANNUAL** - Valid for one year

**LIFE TIME** - Valid for 20 years

**ONLINE BIDDING EVENT** - is either a sale through auction or tender and is a Online process for price determination between Bidders on the website. Online Bidding Events are initiated by the Seller, facilitated by Murrays.

**STARTING BID** - The price at which the auction will start.

**BID INCREMENT** - The minimum increase permitted for each bid, which varies from lot to lot .

#### 1. General Terms & conditions of Sale:

1.1. Lots are available for inspection prior to any sale and the bidder should satisfy themselves prior to the sale as to the origin, quality, quantity, condition of the materials, and other extraneous factors. The dates & places of inspection for each lot will be listed along with the lot details on the website. For ease of inspection, bidders are advised to carry on their person the Client Card issued by Murrays & produce them on request.

1.2. No sale shall be invalidated for reason of the bidder not having inspected the materials. The principal of Caveat Emptor will apply. Murrays & the Seller do not provide any warranty or guarantee of the quality, quantity, measurement, condition, and chemical composition of the materials and about its "End Use" or fitness for a particular purpose. No objections or complaints regarding the quality, description, quantity, etc. of the product will be entertained once the bid is placed. All products are offered for sale on the website are in "AS IS WHERE IS BASIS", without any warranty or condition, express or implied.

1.3. Only bidders with valid subscription and deposits in Murrays account as on the date of sale event will be able to bid. It is the responsibility of the bidders to ensure their subscription is valid as well as the credit balance is sufficient for the deposits for various lots as on the date of sale event.

1.4. In the event of an auction, bidders can bid for any lot only on payment of the required lot deposit. Bidders must ensure sufficient credit balance to their account on the website to be able to bid for any lot. Bidders must select the lot from "Active Lots", assign the required deposit and then bid. The time limit for payment, delivery and any other special conditions will be set out in the Lot Specific Terms of Sale. Bidders are advised to read the Lot Specific Terms before assigning deposit to bid for the lot. By assigning deposit to bid for a lot, the bidder conveys express acceptance to all the conditions of sale, both general and specific and no complaint would be entertained afterwards. The assigned deposit will be locked away till either the auction is over or till the bidder exits the auction. The assigned deposit will be made available after the bidder exits the auction or on completion of the auction, to be put up as a deposit for another auction.

1.5. In the event of a Tender, the deposits will be locked till the seller accepts or rejects the bid.

1.6. All bids will be recorded only in the name of the bidder as registered on the website and requests for change of name, either during or after bidding will normally not be entertained.

1.7. All bids would be only for the basic value, excluding all duties and taxes, unless specified to the contrary in the Lot Specific Terms of sale for any lot. Duties and taxes applicable as on the date of sale is published on the website for the sale event. Changes to the duties and taxes by the authorities, after the sale event but prior to the delivery shall not invalidate the sale. The purchaser shall pay the applicable duties and taxes on the date of delivery.

1.8. At the end of the auction time/sale event, all bids will be recorded and forwarded to the Seller for acceptance. All bids are subject to acceptance by the seller. The seller reserves the right to fix reserve/ upset prices for any or all the lots and the same shall not be disclosed to the bidders. Subject to realisation of reserve/ upset price, all sales shall be made to the highest bidders. The seller reserves the right to reject any or all bids without assigning any reason therefor.

1.9. Normally, the decision on acceptance or otherwise will be notified on the website within one week of close of sale event. However, the seller may extend the time for acceptance through email to the bidder or notification on the website and the bidder shall be bound by the same. The bidder shall not back out of his bid till the seller decides on the same. Should the bidder choose to back out of the bid within seven days of completion of the sale event, the lot deposit paid by the bidder will be forfeited to the seller and the bidder precluded from participating in future sale events by the seller.

1.10. The seller reserves the right to negotiate with the bidders for improved rate, if the highest rate obtained in the sale event is below the seller's expectation. Normally, all sales shall be made to the highest bidder, subject to the price being acceptable to the seller. However, the seller may choose to sell the lot to any other bidder, not necessarily the highest bidder, at their discretion, without assigning any reasons therefor.

1.11. The bidder, whose bid is accepted by the seller, shall be the purchaser. The lot deposit paid by the purchaser will be adjusted towards Earnest Money Deposit (EMD) in the case of one time disposal sales or Security Deposit in the case of rate contract sales.

1.12. The lot deposit of unsuccessful bidders will be released, without interest, from the lot and available to the bidder for allocation to other lots for bidding. The lot deposits of unsuccessful bidders in an auction sale will be released soon after close of the auction while in the case of a tender sale it will be released as soon as the tenders for the lot are opened by the seller/ Murrays & decision taken.

1.13. Upon acceptance of the highest bid by the seller, the purchaser shall receive Bid Confirmation Notification by email from the website. The Bid Confirmation Notification shall contain the lot details, the time available for the purchaser to make payment and take delivery and whether payment is to be made to Murrays or the Seller.

1.14. The Bid Confirmation Notification must be produced to the seller or Murrays, as the case may be, along with the Client Card, at the time of making the balance payment. Payments shall be made only through NEFT/ RTGS or by way of Demand Draft/ Pay Order. Cheque payments will not be accepted.

1.15. Where payment is to be made to Murrays, the Demand Draft/ Pay Order shall be drawn favour MURRAY & CO. Payments can be made on all working weekdays from 10:00a.m to 3:30p.m and on working weekends from 10:00a.m to 1:00p.m..

1.16. In the event of online transfer of such moneys, the Purchaser shall complete the transactions through the valid subscription account only and intimate Murrays to deduct the balance payment from the valid subscription account.

1.17. Where payment is to be made to the Seller, the demand draft/ pay order shall be drawn in the name set out in the Bid Confirmation Notification. Payments can be made during the seller's normal working hours.

1.18. If the purchaser does not make payment within the time specified, the seller may grant extension of time to the purchaser, subject to the purchaser paying late payment charges, normally of 0.25% on the value for each day of delay or as indicated in the lot specific terms of sale.

1.19. Normally, for sale of movables, delivery must be scheduled with the seller, through Murrays, at least two working days ahead. The purchaser shall take delivery of the materials as per the schedule.

1.20. The decision of the seller will be final and binding on all disputes.

2 Conditions specific to sale of scrap materials and machinery from factories:

2.1. Invoices will be raised by the SELLER only in the name of the Purchaser. Under no circumstances will requests for raising invoices in favour of parties other than the Purchaser be considered.

2.2. All costs of delivery such as vehicle, labour etc shall be borne by the purchaser and the seller shall not be liable to provide any assistance to the purchaser for taking delivery. However if the seller chooses to provide assistance to the purchaser for taking delivery, the purchaser shall pay to the seller the costs incurred for assisting the purchaser.

2.3. If the purchaser is an end user of the scrap material, self-declaration in the prescribed format should be furnished at the time of registration on the website, failing which TCS will be levied as prescribed under the Act.

2.4. If the purchaser delays in making payment within the stipulated time, the SELLER may at its discretion permit extension of time for payment, subject to the purchaser paying late payment charges at the rate of 0.25% on the value, per day of default or such other amounts mentioned in the lot specific terms of sale, along with the value and all levies.

2.5. If the purchaser fails to pay the amounts as per clauses above, the lot deposit paid would stand forfeited to the seller and the purchaser will have no claim over the materials.

2.6. If, after payment of the entire monies, the purchaser fails to take delivery of the materials within the specified time, the seller may at his discretion permit the purchaser further time for taking delivery, subject to the purchaser paying ground rent at the rate of 0.25% on value, per day of default or such other amounts mentioned in the lot specific terms of sale.

2.7. If the purchaser fails to take delivery, despite extensions if any allowed by the seller, the contract issued to the purchaser would stand cancelled, the amounts paid till default forfeited and the purchaser shall have no claim over the materials or the amounts paid.

2.8. In case of forfeiture for default by the purchaser in payment or delivery, the seller may sell the materials at

their discretion in any manner they deem fit, at the risk & expense of the defaulting purchaser. The defaulting purchaser shall be liable to make good any loss the seller may incur on account of the re-sale but shall not be entitled to any profits from the re-sale.

2.9. The contract is liable to be terminated without notice in the event of any purchaser's workmen removing or attempting to remove any materials other than those allotted to him or any materials not covered by the contract or removing or attempting to remove any materials covered by the contract in excess of the quantity paid for.

2.10. The SELLER will not be liable for any accident or injury to any of the purchaser's workmen or transporters while in the SELLER premises.

2.11. Normally, the purchaser's workmen must all be covered used ESI & PF before they are allowed to enter the seller's premises.

2.12. The purchaser will be held liable for damages or loss caused to the SELLER's building, property, materials or men by the purchaser's workmen's or transporters whether directly or indirectly.

2.13. Purchaser's workmen and transporters shall observe the rules and regulations of the SELLER in regard to entry or exit from the SELLER, safety, etc. The purchaser shall not engage any women for loading scrap materials nor should he employ any person under the age of 18 years. The vehicles used by the purchaser must have valid tax & insurance papers and the driver must have valid driving license. The purchaser is responsible to ensure all his employees/ labourers adhere to the rules and regulations of the seller, while working therein. The seller reserves the right to deny entry of any of the purchaser's workmen for specific reasons. The purchaser shall be responsible for the behaviour and conduct of his workmen within the seller's premises.

2.14. Scrap materials shall be deemed to be sold by the SELLER and purchased by the purchaser under the contract once the security deposit is paid. Materials once sold to the purchaser under this contract, if not removed at once shall be lying in the SELLER's premises at the risk of the purchaser and the SELLER shall not be liable for any damage or loss by fire, flood, weather or theft etc.

### 3 Conditions Specific to Rate Contract Sales of scrap materials:

3.1. The seller reserves the right to negotiate with any of the bidders and to allot the materials to more than one bidder. In the case of such parallel contracts, the seller shall determine the quantity to be offered to each purchaser & the periodicity of clearance.

3.2. All advertised quantities are only approximate estimates based on the seller's production plans and previous accumulations. The entire quantity arising in the said lot through the period of contract would be made available to the purchaser for delivery. In case the seller is not generating the projected volume of scrap on account of change of business process or in production plans, the purchaser shall not be entitled to demand the entire projected quantity or proportionate reduction in rate on account of the reduced quantities.

3.3. On the other hand, if the volume of materials arising is more than the projected quantities for whatever reason, the purchaser shall clear the entire accumulation at the contracted rate through the contract period.

3.4. The rate shall hold good through the entire duration of the contract. The purchaser shall not be entitled to demand reduction of the rate on account of vagaries of the market and shall continue to take delivery of the materials at the fixed rate throughout the contract period.

3.5. Normally, the lot deposit shall be retained as security deposit for the entire duration of the contract. The seller may however demand payment of further monies towards security deposit, if the lot deposit is found to be insufficient. Such demand for excess security deposit will be set out in the specific terms of sale for that lot.

3.6. The purchaser shall periodically check with the SELLER regarding accumulation of scrap materials allotted to him. The SELLER or the MURRAYS may also intimate the purchaser as and when they are required to clear the materials. The purchaser shall immediately on receipt of the intimation or by the date stipulated in the intimation, arrange to pay the sale value together with duties, taxes & levies, as set out in the Bid Confirmation Notification. Information conveyed to representative of the purchaser over the telephone or by email shall be deemed as intimation given to the purchaser and no claim for non- receipt of intimation or otherwise shall be accepted as a reason for non payment within the stipulated time.

3.7. After payment of monies in the manner set out herein above and as per the lot specific terms of sale, the purchaser shall clear the entire accumulation of scrap periodically as stated or as required by the SELLER/MURRAYS. The SELLER does not assure full lorry/van loads of material at any point in time and the purchaser shall not be entitled to decline/delay taking delivery on account of sufficient accumulation not being available.

3.8. The Materials paid for as per Clauses above should be removed from the factory premises at the purchaser's own cost or within the date stipulated in the intimation.

3.9. The purchaser shall periodically pay for and clear the entire accumulation of scrap allotted to him. Failure on the part of the purchaser to pay for and remove the materials as provided herein could result in the forfeiture of the Security Deposit, cancellation of the contract and the SELLER may dispose the materials in any manner they may choose to, at the risk and expense of the defaulting purchaser.

#### 4 Conditions Specific to One Time Sales of Scrap Materials, machinery & vehicles:

4.1. All quantities are only approximate and visual estimates. The purchasers may inspect the entire available quantity prior to participating in the sale and no complaint with regard to the declared quantity will be entertained once the bidder bids for the lot.

4.2. Unless otherwise specified, delivery of the lots would be permitted only after the entire amounts due are paid. The purchaser should pay the sale value, duties and taxes, additional deposits if any, after adjusting the lot deposit, unless otherwise specified in the lot specific terms of sale.

4.3. In the case of vehicles which are in running condition, once the purchaser makes payment of the entire monies, the seller will hand over the RC book to the purchaser and sign such forms as necessary to effect transfer of ownership in his favour. The purchaser would be allowed to take delivery of the vehicle only after the change of ownership is effected and a copy of the RC book with the endorsement is given to the seller. At the time of taking delivery, the purchaser shall produce the original RC book for scrutiny by the seller.

4.4. If the vehicle is not in running condition or the purchaser would be unable to effect transfer of ownership without producing the vehicle before the authorities, the seller may at their discretion allow the purchaser to take delivery of the vehicle, after payment of all monies, subject to the purchaser executing a bond indemnifying the seller and Murrays from all responsibilities in respect of the vehicle from the time of the purchaser taking delivery.

4.5. After payment of the entire amounts for the lot, the purchaser would be permitted to take delivery of the

materials from the site of accumulation, at his cost.

4.6. In case the purchaser requires to cut the materials before taking delivery, representation to that effect is to be made to the seller prior to commencement of cutting work. The Seller may refuse permission for cutting for any reason whatsoever and in such event the purchaser shall make arrangements to remove the materials without cutting. The purchaser cannot demand cancellation of contract on account of the seller refusing cutting permission.

4.7. If cutting permission is accorded, the purchaser shall ensure all safety precautions while carrying out the work. Only cutting equipments and fuel authorised by the seller should be used.

4.8. In cases of lots sold by weight or numbers, the purchaser shall take delivery of the entire quantity accumulated at the site. The purchaser shall pay for any excess quantity that may be available at the site, at the contracted rate. The purchaser shall not be entitled to state that he will not take delivery of any excess quantity that may be available and in the event of the purchaser doing so, the seller may refuse to permit the purchaser to take any material pertaining to the lot. In the event of such an action, the contract issued to the purchaser would be cancelled, the amounts paid forfeited and the materials treated as abandoned.

4.9. If after payment of the entire amounts, the purchaser fails to take delivery within the specified time and extensions if any, the contract would be terminated and the amounts paid till default forfeited.

#### 5 Conditions Specific to Sale of pledged goods and movables:

5.1. The sale is conducted under instructions from the seller in order to realise the amounts outstanding and due to the seller by the defaulting pledgor/ mortgagor. The materials are offered for sale in as is where is basis and based on the declarations made by the pledgor/ mortgagor.

5.2. All sales shall be made to the highest bidder, subject to any reserve/ upset price the seller may fix at his discretion. The seller reserves the right to accept or reject any or all bids without assigning any reasons therefor.

5.3. The purchaser shall pay for and take delivery of the materials within the time period allowed as per the lot specific terms of sale.

5.4. At any time prior to the seller taking delivery of the materials, if the pledger/ mortgagor pays the amounts due to the seller in full, the sale in favour of the purchaser would stand cancelled and the purchaser shall be returned the payments made towards the lot, without interest.

#### 6 Conditions Specific to Sale of mortgaged immovable properties:

6.1. The property is sold under instructions from and on behalf of the mortgagee(s) in exercise of the power of sale contained in the mortgage deed in favour of the mortgagee(s) and is subject to confirmation by the Mortgagee(s).

6.2. All persons desirous of bidding are to satisfy themselves, previous to the sale, the title to the property as well as to identify and correctness of the description of the property and the measurement and boundaries of the same, as by having the property knocked down to him or her, the purchaser shall be held to have waived all objections to the title and no mistake that may afterwards appear to have been made in the description of the property or any other error in the particulars of the same shall be held to affect the sale or entitle the

purchaser to any compensation in respect thereof. The arrears of Corporation taxes, Land rent, Urban land tax and betterment levy if any should be paid by the purchaser.

6.3. Only those persons paying the Lot Deposit and pre-qualifying themselves shall be entitled to bid in the auction, the deposits of the unsuccessful bidders being refundable immediately after the auction is over or the bidder exits the auction.

6.4. The lot deposit of the highest bidder shall be retained as EMD and adjusted towards the balance purchase price.

6.5. If the bidder has taken part in the sale as an agent of his principal, intimation of the name, address and pertinent particulars of the principal shall be given to Murrays within 3 days of the auction. The seller shall decide on the highest bid only after this time period and after acceptance of the highest bid, the bidder shall not be entitled to request for registration of the sale in favour of another person or entity.

6.6. The purchaser shall pay the residue of the purchase money to the auctioneers within the time mentioned in the Lot Specific terms of sale, when the purchase is said to be completed.

6.7. If the purchaser neglects or refuses to comply with the above conditions of sale, the lot deposit or EMD shall be forfeited to the mortgagee and shall not be refundable and the auctioneers shall thereupon and without any notice to the purchaser be at liberty to re-sell the property either by public auction or by private treaty and the deficiency if any arising from such re-sale together with all the expenses attending the re-sale shall be made good by the defaulting purchaser to the mortgagee(s) and in case of any advantage shall forfeit the same.

6.8. On payment by the purchaser of the residue of the purchase money, a proper conveyance shall be made, executed and registered by the mortgagee(s) in favour of purchaser with the usual covenants which the mortgagee with power of sale could give. All expenses for the conveyance, such as stamp duty/registration fees, law charge, etc., shall be borne by the purchaser.

6.9. Provided always that if the mortgagor(s) pay all the amounts to the mortgagee(s) by way of principal, interest, interest on the arrears of interest and all other charges and costs inclusive of auctioneer's charges at any time after the date of sale and before the registration and completion of the sale and as a result thereof the mortgagee(s) cannot execute, register and complete the sale, the purchaser shall be entitled only to return of the amounts paid as deposit and for balance of price, if any, without any interest and/or any costs or other expenses that may have been incurred by him and mortgagee(s) or his agents or auctioneers shall not be held liable for any damages whatsoever.

6.10. The seller or Murrays shall have the right of postponing the sale at any time without assigning any reason.

#### 7 Conditions Specific to Sale of unencumbered immovable properties:

7.1. The property is sold under instructions from and on behalf of the seller and is subject to confirmation by him/ them.

7.2. All persons desirous of bidding are to satisfy themselves, previous to the sale, the title to the property as well as to identify and correctness of the description of the property and the measurement and boundaries of the same, as by having the property knocked down to him or her, the purchaser shall be held to have waived all objections to the title and no mistake that may afterwards appear to have been made in the description of

the property or any other error in the particulars of the same shall be held to affect the sale or entitle the purchaser to any compensation in respect thereof.

7.3. The arrears of Corporation taxes, Land rent, Urban land tax and betterment levy if any shall be paid by the seller unless otherwise mentioned in the Lot Specific terms of sale.

7.4. Only those persons paying the Lot Deposit and pre-qualifying themselves shall be entitled to bid in the auction, the deposits of the unsuccessful bidders being refundable immediately after the highest bid is determined.

7.5. The lot deposit of the highest bidder shall be retained as EMD and adjusted towards the balance purchase price.

7.6. If the bidder has taken part in the sale as an agent of his principal, intimation of the name, address and pertinent particulars of the principal shall be given to Murrays within 3 days of the auction. The seller shall decide on the highest bid only after this time period and after acceptance of the highest bid, the bidder shall not be entitled to request for registration of the sale in favour of another person or entity.

7.7. The purchaser shall pay the residue of the purchase money to the auctioneers within the time mentioned in the Lot Specific terms of sale, when the purchase is said to be completed.

7.8. If the purchaser neglects or refuses to comply with the above conditions of sale, the lot deposit or EMD shall be forfeited to the seller and shall not be refundable and the auctioneers shall thereupon and without any notice to the purchaser be at liberty to re-sell the property either by public auction or by private treaty and the deficiency if any arising from such re-sale together with all the expenses attending the re-sale shall be made good by the defaulting purchaser to the seller and in case of any advantage shall forfeit the same.

7.9. On payment by the purchaser of the residue of the purchase money, a proper conveyance shall be made, executed and registered by the seller in favour of purchaser with the usual covenants which he could give. All expenses for the conveyance, such as stamp duty/registration fees, law charge, etc., shall be borne by the purchaser.

7.10. The seller or Murrays shall have the right of postponing the sale at any time without assigning any reason.

#### 8 Conditions Specific to Sale of Buildings for demolition and dismantling of machinery/ equipments:

8.1. The purchaser will be allowed to commence the work of dismantling/ demolition only after payment of all amounts due under the contract.

8.2. In addition to the purchase price, taxes & duties, the seller may demand payment of the security deposit, either as a lump sum or as a percentage of the price, which will be retained till completion of the work of dismantling/ demolition.

8.3. All persons working on behalf of the purchaser at the site shall wear necessary protective gear such as shoes, helmets, safety belts etc, as per the safety requirement of the seller.

8.4. Prior to commencement of work, the purchaser shall ascertain any restrictions within the work site in respect of cutting, dismantling etc. The purchaser shall comply with all rules and regulation of the seller while

working at the site.

8.5. If the seller permits cutting using gas, only certified equipments shall be used. The type of cutting torches and cutting gas used shall be stipulated by the seller and the purchaser shall use only those torches and gas for cutting. All cutting work shall be undertaken only under supervision and with permission from the seller.

8.6. The purchaser shall install proper scaffolding and safety nets before working at heights. No work at heights shall be taken up after dark or when it is raining. All persons working at heights shall wear proper safety belts.

8.7. All workers of the purchaser shall be covered under ESI & PF. A copy of the necessary documents must be produced to the seller before commencement of work. In addition, the seller may ask for insurance both for workers and third party and in such case the purchaser shall take out the necessary insurance policy in the joint names of the seller and the purchaser & handed over to the seller before commencement of work.

8.8. In case of demolition, unless otherwise specified, all demolition shall be only upto ground level. All treasures/ artefacts found at the site shall be the property of the seller and the purchaser shall hand over the same to the seller.

8.9. Unless specifically mentioned to the contrary in the Lot Specific Terms of sale, the purchaser shall cart off all dismantled materials and rubbish from the site periodically. The site shall not be used to store the materials.

8.10. The purchaser shall not put out any "For Sale" Notices at the site and shall not use the site for carrying on his business.

8.11. The seller & Murrays may periodically inspect the site and assess the progress of work. If it is felt that the progress is not up to the mark the purchaser would be called upon to employ more labourers or equipment to speed up the work. The purchaser shall comply with such requests.

8.12. The work of dismantling/ demolition shall be carried out without disturbance to the neighbours and without damaging any adjoining buildings or equipments. If necessary, purchaser shall install noise & dust reduction devices. If any damage is occasioned to other buildings or equipments, the purchaser shall at his cost restore them to the condition prior to the damage.

8.13. The site shall be cleared in entirety of all debris and rubbish, unless specifically requested for by the seller. If the purchaser fails to clear the materials, usable or otherwise despite the seller or Murrays requesting him to do so, the seller may clear the same, saddling the purchaser with the cost therefor.

8.14. The purchaser shall be liable for all injuries and mishaps that may occur at the site of work. The purchaser shall indemnify the seller and Murrays of any liability therefor.

8.15. On properly completing the work of dismantling/ demolition and clearing the site to the full satisfaction of the seller, the purchaser shall present Completion Certificate issued by the seller to obtain refund of the security deposit.