

AGREEMENT FOR CONSTRUCTION OF BUILDING

THIS AGREEMENT FOR CONSTRUCTION OF HOUSE made and executed at Pune on this date
17/11/2025

BY and BETWEEN

1. **Nitin Suryawanshi**, Occupation: _____, R/at: San Francisco, California, United States.

(hereinafter called as "OWNER", which expression, unless repugnant to the context or meaning thereof, shall include his/her legal heirs, assigns and successors.)

AND

1. **99Squarewall Home Construction Company**, having its registered office at Office C-213, 2nd Floor, Gravity Commercial Complex, Behind Mitcon, Balewadi, Pune – 411045, through its Authorized Signatory.

(hereinafter called as "BUILDING CONTRACTOR", which expression, unless repugnant to the context or meaning thereof, shall include its legal heirs, assigns and successors.)

WHEREAS

The OWNER possesses a plot of land bearing the above-mentioned details, more particularly described as a residential plot located at San Francisco, California, United States. The OWNER is desirous of constructing a house on the said plot of land as per the approved architectural and structural drawings and as per the items, specifications, rates and quantities annexed hereto and forming part of this agreement.

NOW, THIS AGREEMENT IS AS FOLLOWS:

The total cost for construction of the building is fixed at **Rs.45,37,500/-** (Rupees Eighty Six Lakh Sixty Seven Thousand Eight Hundred Rupees only – or as per final approved estimate) towards carrying out the work in respect of the complete construction of the said building, as per the approved drawings, specifications and mutually agreed terms.

Any additional work other than what is covered in the approved drawings, items, rates and specifications under this agreement shall be executed and charged separately as per the rates mutually decided by both the parties at the time of such additional work.

The agreed construction rate shall remain constant for up to 5% variation in the market rate of major materials. Any variation beyond this 5% shall be discussed and decided with mutual understanding between the OWNER and the BUILDING CONTRACTOR.

TERMS & CONDITIONS

These Terms & Conditions form an integral part of the construction agreement between the OWNER and 99Squarewall Home Construction Company for turnkey execution of the above-mentioned residential project.

1. SCOPE OF WORK

The BUILDING CONTRACTOR shall execute turnkey civil construction of the residential building at San Francisco, California, United States on the plot measuring the plot area as per approved drawings, strictly as per the approved architectural and structural drawings, construction package, specifications and estimate shared with the OWNER (collectively referred to as the "Approved Scope"). Any work not expressly mentioned in the Approved Scope (including but not limited to compound wall, full pergola, extensive landscaping, modular kitchen, furniture, or special custom items) shall be treated as extra work and will be executed only upon written confirmation from the OWNER and on additional mutually agreed charges.

2. DRAWINGS, APPROVALS & STATUTORY COMPLIANCE

The construction shall be carried out as per the sanctioned drawings, bye-laws and applicable rules of the competent authority. Unless otherwise expressly agreed in writing, the OWNER shall be responsible for obtaining all necessary approvals, permissions, sanctions and clearances required from local authorities. The BUILDING CONTRACTOR will provide technical support and documentation as reasonably required. Any deviation required in sanctioned drawings or change in configuration shall be discussed, re-estimated where necessary, and shall be implemented only after written approval of the OWNER.

3. QUALITY, RAQCS & MATERIALS

All works shall be executed in accordance with the 99Squarewall RAQCS (Rapid Quality & Compliance System) framework and the mutually agreed specifications. Branded materials of acceptable quality shall be used as per the package selected by the OWNER. The BUILDING CONTRACTOR shall maintain stage-wise quality checks, site photographs and checklists. Any material or workmanship found to be below agreed standards shall be rectified by the BUILDING CONTRACTOR at its own cost, provided such non-conformance is due to its scope. Any request by the OWNER to substitute specified materials with alternate brands / makes may affect the cost and shall be recorded as a variation.

4. PROJECT SCHEDULE & DELAYS

An indicative construction schedule shall be shared with the OWNER at the time of project kick-off and may be updated during the course of execution. The completion timeline is dependent on timely statutory approvals, site readiness, uninterrupted access, timely payments and decisions by the OWNER. Delays arising from reasons beyond the reasonable control of the BUILDING CONTRACTOR (including but not limited to force majeure events, extended monsoon, labour unrest, material shortages, sudden changes in law, pandemic related restrictions, or delays in approvals or decisions by the OWNER) shall result in a reasonable extension of time without any penalty on the BUILDING CONTRACTOR.

5. PAYMENT TERMS & TAXES

The OWNER agrees to release payments strictly as per the milestone-based payment schedule linked to construction stages / RAQCS checkpoints shared by 99Squarewall and annexed with this agreement and the approved estimate. All payments shall be made in favour of the BUILDING CONTRACTOR through banking channels only. Applicable taxes (such as GST) shall be payable extra as per prevailing law unless specifically stated otherwise. In case of delay in payment beyond the agreed due dates, the BUILDING CONTRACTOR shall be entitled to slow down or temporarily suspend work without prejudice to its other rights, and may charge interest on delayed amounts as per mutually agreed terms.

6. VARIATIONS, EXTRA ITEMS & CHANGE REQUESTS

Any change in design, layout, specification, area, package, finishes or scope requested by the OWNER after finalisation of the Approved Scope shall be treated as a variation. All variations / extra items shall be recorded in writing or via the 99Squarewall digital platform / app and shall clearly mention the impact on cost and time. The BUILDING CONTRACTOR shall proceed with such variation work only after obtaining written / digital approval from the OWNER. All approved variations shall form part of this agreement and be payable by the OWNER as per the agreed terms.

7. SITE ACCESS, SAFETY & OWNER RESPONSIBILITIES

The OWNER shall provide unhindered access to the site during working hours along with space for safe

material storage. The OWNER shall arrange, at its cost unless otherwise agreed, basic water and electricity required for construction or reimburse the same to the BUILDING CONTRACTOR as mutually decided. The BUILDING CONTRACTOR shall take reasonable care for site safety, barricading and housekeeping within its scope. The OWNER shall not permit any third-party contractor to carry out overlapping construction work at the same site without written coordination with the BUILDING CONTRACTOR, as such interference may compromise quality, safety and accountability.

8. DEFECTS LIABILITY & WARRANTY

Post completion and handover, the BUILDING CONTRACTOR shall provide a structured defects liability support for a defined period in line with 99Squarewall policies for the respective package (for example, a longer warranty on structural elements and waterproofing, and a limited period warranty on internal finishes). This coverage shall be strictly for workmanship and material defects falling under the BUILDING CONTRACTOR's scope. Issues arising due to normal wear and tear, misuse, lack of maintenance, alterations by third parties, or external factors (such as extreme weather, waterlogging beyond design assumptions, or acts of third parties) shall not be covered. Detailed warranty and HomeCare / RAQCS support terms, if applicable, shall be provided separately and shall be read along with this clause.

9. HANDOVER & POSSESSION

The project shall be treated as substantially complete once the agreed scope of civil construction is completed and the building is fit for occupation, subject to minor snag rectifications. Formal handover shall be done upon settlement of all dues payable to the BUILDING CONTRACTOR under this agreement. At the time of handover, 99Squarewall will share a summary of RAQCS stage reports / key checklists and a snapshot of the as-built status to the OWNER. Any balance or retention, if agreed, shall be as per the mutually agreed payment terms.

10. SUSPENSION, TERMINATION & CONSEQUENCES

In the event of (i) persistent non-payment by the OWNER, (ii) material breach of obligations by either party, or (iii) prolonged site inaccessibility not attributable to the BUILDING CONTRACTOR, the affected party may seek to suspend or terminate the agreement after providing reasonable written notice and an opportunity to cure the breach, where practical. Upon termination, the BUILDING CONTRACTOR shall be entitled to payment for all work executed up to the effective date of termination, including duly approved variations, materials already procured for the project and any demobilisation costs, as mutually reconciled.

11. FORCE MAJEURE

Neither party shall be liable for failure or delay in performance of its obligations under this agreement if such failure or delay is due to events beyond its reasonable control, including but not limited to natural calamities, pandemic, war, strikes, governmental restrictions, or major disruptions in supply chains. In such cases, both parties shall, in good faith, discuss revised timelines and practical steps to resume work.

12. DISPUTE RESOLUTION & JURISDICTION

The parties shall endeavour to resolve any dispute arising out of or in connection with this agreement through mutual discussion in good faith. If the dispute remains unresolved, the same may, by mutual consent, be referred to arbitration in accordance with the applicable law in India. The place of arbitration and the exclusive jurisdiction for all matters arising herefrom shall be courts at Pune.

13. ENTIRE AGREEMENT & AMENDMENTS

This agreement, together with the approved drawings, estimate, package specifications, payment schedule and any written variation orders, constitutes the entire understanding between the OWNER and the BUILDING CONTRACTOR in respect of the construction scope described herein and supersedes all prior verbal understandings on the same subject. Any amendment or modification to this agreement shall be valid only if recorded in writing or via the 99Squarewall digital platform / app and acknowledged by both parties.

ACCEPTANCE & SIGNATURES

For and on behalf of
99Squarewall Home Construction Company

Authorized Signatory: _____
Date: _____
Place: Pune

For and on behalf of
OWNER

Name: Nitin Suryawanshi
Signature: _____
Date: _____

Place: Pune

Note: Where this agreement is accepted digitally through the 99Square record (including timestamp, IP address and user identity) maintained by 99Square, the user's consent and shall be considered equivalent to physical signatures for the purpose of this agreement.