

**<Change header depending on city>**

1. **Signatories:**

"THIS CONSTRUCTION AGREEMENT (Agreement) is made and executed at <city> this <date>

BETWEEN

<Classified vendor information> and having its Registered Office at <Vendor confidentiality> (hereinafter referred to as the ""BUILDING CONTRACTOR"", which expression shall, wherever the context so requires or admits, mean and include, its successor in title and permitted assigns) of One Part;

<Client Name>, aged about <age in years> and residing at <Client Address>, (hereinafter referred to as the ""BUILDING OWNER"", which expression shall, wherever the context so requires or admits, mean and include, its successor in title and permitted assigns) of the Second Part;"

1. **Total Costing of Project:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Floor** | **Type** | **Sq ft** | **Rate/sqft** | **Total Cost** |
| Ground Floor | Parking | 700 | 850 | 0 |
| Ground Floor | Construction | 450 | 1500 | 0 |
| First Floor | Open area | 200 | 800 | 0 |
| First Floor | Construction | 1000 | 1500 | 0 |
| Second Floor | Open area | 100 | 800 | 0 |
| Second Floor | Construction | 1100 | 1500 | 0 |
| Third Floor | Open area |  |  | 0 |
| Third Floor | Construction |  |  | 0 |
| Fourth Floor | Open area |  |  | 0 |
| Fourth Floor | Construction |  |  | 0 |
| **Total Cost** |  |  |  | 0 |

1. **Specifications**

"Whereas the above named BUILDING OWNER has engaged the above said BUILDING CONTRACTOR to carryout building construction work of this property. And whereas the BUILDING CONTRACTOR have agreed to undertake the building construction work at <Site Address>

The house construction comprises of the following inclusions and exclusions:

|  |  |  |  |
| --- | --- | --- | --- |
| **S.**  **No** | **Section** | **Information required** | **Description** |
|  | **STRUCTURE WORKS** | |  |
| 1 | Excavation Work | Depth | 5 ft |
| 2 | PCC | Ratio (Cement:Sand:Aggregates) | 1:2:4 |
| 3 | Size Stone Masonry | No of layers | 2 Layers of SSM |
| 4 | RCC | Ratio (Cement:Sand:Aggregates) and Grade (M15,M20,M25) | M20 |
| 5 | Masonry | Cement blocks / Brick work | Wire-cut Brick Masonry |
| 6 | Cement | Brand and basic rate | Ultratech OPC 53 (Rs400/bag) |
| 7 | Sand | a) Concreting b) Plastering | Concreting – msand  Plastering – river sand |
| 8 | Steel | Brand and Basic rate | Tata tiscon ( Rs 40k/ton) |
| 9 | Blocks/Bricks | Basic rate | Bricks – Rs 7/brick |
|  | **FINISHING WORKS** | |  |
| 10 | Electrical Works | Wires brand | Finolex |
|  |  | No of sockets and capacity | As per electrical drawing |
|  |  | Sockets brand | As per electrical drawing |
| 11 | Tiling Works | Flooring for living, dining, bedrooms and pooja rooms (Type and Basic rate) | Granite ( Rs100/sqft) |
|  |  | Bathroom flooring (Type and Basic rate) | Anti-skid Tiles ( Rs 45/sqft ) |
|  |  | Bathroom wall tiling (Type and Basic rate) | Glazed ceramic tiles ( Rs 55/sqft ) |
|  |  | Kitchen wall tiling (Type and Basic rate) | Glazed ceramic tiles ( Rs 55/sqft ) |
|  |  | Balcony tiling (Type and Basic rate) | Anti-skid Tiles ( Rs 45/sqft ) |
|  |  | Parking tiling (Type and Basic rate) | Parking Tiles ( Rs 45/ sqft) |
|  |  | Staircase tiling (Type and Basic rate) | Granite ( Rs 80/sqft) |
|  |  | Kitchen granite platform (Thickness, type and Basic rate) | 40mm thick granite ( Rs 130/sqft ) |
| 12 | Painting works | Internal walls (Brand and Type) | Asian Paints Premier Emulsion |
|  |  | External walls (Brand and Type) | Asian Paints UPEX Ultima |
|  |  | Steel and Wood polishing (Brand and Type) | Asian Paints Premier Satin Emulsion |
| 13 | Wood Work | Main door frame (Material and Basic rate) | Burma Teak ( Rs 4500/sqft) |
|  |  | Main door (Material and Basic rate) | Burma Teak ( Rs 4500/sqft) |
|  |  | Puja room frame (Material and Basic rate) | Burma Teak ( Rs 4500/sqft) |
|  |  | Puja room door (Material and Basic rate) | Burma Teak ( Rs 4500/sqft) |
|  |  | Remaining door frame (Material and Basic rate) | Honne Wood (Rs 2200/sqft) |
|  |  | Remaining doors (Material and Basic rate) | Premium Flush Doors |
|  |  | Toilet door frame (Material and Basic rate) | Honne Wood (Rs 2200/sqft) |
|  |  | Toilet doors (Material and Basic rate) | Premium Flush Doors |
|  |  | Window frames (Material and Basic rate) | Honne Wood (Rs 2200/sqft) |
|  |  | Window shutters (Material and Basic rate) | Honne Wood (Rs 2200/sqft) |
| 14 | Plumbing Works | CPVC Pipe (brand) | Ashirwad |
|  |  | PVC Pipe (brand) | Ashirwad |
|  |  | Bathroom fixtures and Basic prices (Brand and basic price) | Jaguar CP fittings, CERA toilets ware ( Rs 35k/bathroom) |
| 15 | Staircase and Grills | Internal staircase (Type and basic price) | SS Railings |
|  |  | External staircase (Type and basic price) | MS Railings |
|  |  | Balcony Grills (Type and basic price) | SS + Toughened glass |
|  | **MISCELLANEOUS** | |  |
| 16 | Terrace waterproofing | (Material and basic price) | Chemical treatment |
| 17 | Parapet Wall | (Material and height) | Blocks, 3ft tall |
| 18 | Gate | (Material and Specifications) | MS 16 Guage |
| 19 | Compound Wall |  | Blocks, 5ft tall |
| 20 | Overhead water tank | (Type, No of tanks and capacity) | Sintex, 1, 2000L |
| 21 | Sump Tank | (Type and capacity) | 10,000L |
|  | **EXTRA CHARGES** |  |  |
| 22 | Borewell |  |  |
| 23 | Plan Approvals |  |  |

During the course of the work if there is any change in scope of work then the BUILDING OWNER and the BUILDING CONTRACTOR must agree upon the specification and rate for the new work which should be documented in addition to this agreement. The onus of documentation lies with the BUILDING CONTRACTOR.

1. **Payment Terms**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.No** | **Milestones** | **% Payment** | **Amount** | **Rough Timelines** |
| 1 | Advance at start of work | 10% | 466,500 |  |
| 2 | After completion of Foundation | 15% | 699,750 |  |
| 3 | After completion of GF slab | 10% | 466,500 |  |
| 4 | After completion of FF slab | 10% | 466,500 |  |
| 5 | After completion of SF slab | 10% | 466,500 |  |
| 6 | After completion of Brick Work,  Plastering, Electrical & Plumbing | 20% | 933,000 |  |
| 7 | After completion of Doors & Paintings | 20% | 933,000 |  |
| 8 | After handing over | 5% | 233,250 |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |
| 11 |  |  |  |  |
| 12 |  |  |  |  |
| 13 |  |  |  |  |
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1. **Clauses**
   1. **Quality Clauses**

* The reference for the construction shall be Architect, for which the quality of work along with structural designs would be followed as per designs to ensure good quality work. The construction at the site shall be carried out as per the schematic plan “<Document Name>”, designed by the Architect, counter signed by all the parties to this agreement, adhering to the specifications, measurements, details, design, to its accuracy which the BUILDING CONTRACTOR have assured. Any deviations shall be agreed upon and signed by all the parties.
* The rates quoted shall remain same till the completion of the work, provided there are no changes in the basic rate of the materials (enclosed and signed by all parties) used in site which includes the cost of transportation of materials to the site. Taxes extra as applicable. Escalation in the basic rate of materials beyond 10% has to be borne by the First party/ BUILDING OWNER but there is no escalation for labour charges.
* Any non-conformance in the quality and standards to work, workmanship and materials, lay down by the BUILDING OWNER will be considered as a defect and will have to be rectified by the BUILDING CONTRACTOR on his own account within a reasonable period as agreed between the owner and the BUILDING CONTRACTOR.
* Major defects will be brought to the notice of the BUILDING CONTRACTOR by the owner in writing by means of e-mails/by any other means of written communication to the BUILDING CONTRACTOR’s communication details mentioned in the schedule of this agreement and the BUILDING CONTRACTOR shall respond in writing by e-mail or by any other means of written communication within a period of 3 business days regarding the plan and the duration in which the work will be rectified. Such deadlines will be agreed to in writing between the BUILDING OWNER and the BUILDING CONTRACTOR and the BUILDING CONTRACTOR shall rectify the defect at no extra cost to the owner within the deadline agreed upon.
* Minor defects may be communicated orally to the BUILDING CONTRACTOR by the owner and will have to be rectified by the BUILDING CONTRACTOR at no extra cost to the owner within a reasonable period as agreed between the owner and the BUILDING CONTRACTOR. Minor defects not rectified shall be considered major defects and the process described in Para No. d shall be followed for resolution of these defects.
* The Architects/ BUILDING OWNER/concerned consultant’s decision after an approval from BUILDING OWNER with regard to the quality of work and workmanship will be final and binding.

**5.2: Timeline Clauses**

The BUILDING CONTRACTOR shall give the schedule of program of the whole work to the owner for their approval before the start of the work. The BUILDING CONTRACTOR has agreed for a timeline as given in Payment milestones section and an additional grace period decided mutually. The site has been handed over to the Contractor on which is herewith acknowledged by the Contractor. The timeline will be applicable only if the BUILDING OWNER sticks to the payment schedule. In case of client delays, a reasonable delay in the project should be expected by the BUILDING OWNER. In case of delay further than the allowed grace period, the client is authorized to reduce payments by 2% per month for the amount of work that is remaining.

**5.3 Termination and Indemnification**

* The BUILDING CONTRACTOR shall be solely responsible for all the loss of material, any Injury to any labour, damages, compensation arising thereof to any third party claims arising out of omissions and commissions of the BUILDING CONTRACTOR of his labour force while executing contract. These disputes if any shall be solved by the BUILDING CONTRACTOR without making the owner liable in any manner.
* The BUILDING CONTRACTOR shall be solely liable to maintain all safety measures at the Construction site and the BUILDING CONTRACTOR shall be solely liable for any damage to life or limbs of the laborers deployed to execute the work or to any third parties to this agreement.
* If the BUILDING CONTRACTOR, in the opinion of the BUILDING OWNER, fails or neglects to fulfill any or all terms and conditions of the agreement, the Institute shall be entitled to terminate this agreement, without assigning any reason, by a written notice of thirty (30) days to the contractor and the contractor shall not have any right to claim any damage / compensation from the Institute for the same.
* In case of termination, there will be a proper arbitration by an independent consultant/architect/contractor mutually decided between the BUILDING CONTRACTOR and BUILDING OWNER and amount would be settled accordingly

Signature of BUILDING CONTRACTOR Signature of BUILDING OWNER

Name: Name:

Place: Place:

Date: Date:

Signature of WITNESS 1 Signature of WITNESS 2

Name: Name:

Place: Place:

Date: Date: