

**AGREEMENT FORM BETWEEN OWNER AND A BUILDER
FOR CONSTRUCTION OF THE BUILDING**

THIS AGREEMENT made at Thiruvannamuyir, Chennai on this **22th** day of March 2024, between **Mr. K. KANNAN** (AADHAR No.:6586 1979 4946) S/o Mr. K. KODHANDAPADI residing at No.184/153,Vembuliamman Kovil Street, Thiruvannamuyir kuppam, Thiruvannamuyir, Chennai – 600041, hereinafter called the OWNER (which term shall include his assigns and successors) of the ONE PART and **TRIO BUILDER AND DEVELOPERS** (PAN :) residing at No.4/20, Vadivudai amman kovil 1st street, Devanesa Nagar, Perungalathur, Chennai - 600063, hereinafter referred to as the BUILDER of the OTHER PART.

Whereas the OWNER possess a plot of land admeasuring **875. Sq. Feet** bearing plot No. **184/153** Vembuliamman Kovil Street, Thiruvannamuyir kuppam, Thiruvannamuyir, Chennai – 600041, No survey number provided from client hereinafter referred to as the "said plot of land"). OWNER is desirous of constructing a house in the said plot of land as per the approved plan and the specifications, rates and quantities, enclosed and forming part of this agreement.

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NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Builder will construct the building on the said plot of land in conformity with the plans, drawings, specifications enclosed, with the material of best quality and in the most substantial and workman like manner and to the satisfaction of the Owner.
2. The Owner have today paid a sum of Rs..... (RupeesOnly) by the way of CASH as Advance to the Builder, and the balance amount will be paid as per **Annexure D** at different stages, depending upon the progress of construction.
3. The builders hereby undertake to commence the construction within forty five days of execution of these presents and complete the construction on or before the expiry of **12** months from the date of execution of these presents in accordance with the plans duly approved and sanctioned by the Municipal Corporation of **Tambaram** and specifications and conditions as are set out in **Annexure A** hereunder written.
4. This contract is on a square feet-based contract. The cost per square feet of built area is **Rs. 2250** (Two thousand two hundred fifty only per square feet. Internal wall tile will be charged at **Rs. 125/sft** (one hundred and twenty five only) per square feet. Any additional work is chargeable as per the mentioned rates. Total approximate cost of the construction is **Rs.21,41,250**(Details are enclosed in **ANNEXURE-E**)
5. The rates quoted in the schedule shall be for complete work in all respects. They shall include all direct, indirect and contingent costs, expenses including charges for scaffolding, centering material and shuttering, hire for tools and machinery, transportation charges and temporary sheds for storage of materials, labour removal of debris, etc.
6. The Owner shall pay the balance amount to the Builder as per the **Annexure D** as per the process of construction. The Owner is also availing loan from Bank and undertakes to pay the loan amount to the Builder and balance amount will be paid by Owner to the Builder.
7. The Owner shall make all payments in time mentioned in terms of **Annexure D** given in this agreement and it may be demanded by the Builder from time to time and without any reminders from the Builder, Owner liable to pay through A/c Payee cheques in favor of Mr. K. KANNAN. However, the Builder will send intimation to the Owner regarding reaching of a particular construction stage referred to in **Annexure D** through e-mail/Mobile shall be considered as sufficient intimation to the Owner in order to make payments.
8. Drawing, Specifications to be understood by the Owner before starting of the Construction and incase. If the Owner raises any concern which to be immediately reported to the Builder so as to site execution will not be delayed. However, the endorsement of the customer on his drawings is essentially required to start the construction. In case Owner requires any clarifications on Construction/Drawings,

the Builder liable fully to make the Owner satisfies on the proposed drawings / Specification.

9. The builder will provide necessary documents for procuring the home loan.
10. The owner will pay to the builder as specified in the **SCHEDULE-D** on the basis of the progress made in all respects according to the agreement and the builder have at their own expenses removed and cleared all scaffolding, fencing, unused materials and rubbish from the premises and made and prepared the individual house as per the specification fit for use and habitation and immediate occupation. The builder hereby agrees and undertake to rectify any sort of defects as may be found or detected during the period of **12months** of occupation.
11. The owner shall allow free ingress to and egress from the premises to the builder's servants, employees, who are necessary in connection with the carrying out of the works under the agreement.
12. The Builder will be responsible solely for the compliance, expense, liability, damages, etc., on account of the following matters, under the relevant laws, enactments and the owner shall not be liable for any such compliance, expense, liability, and damages under any circumstances.
13. The builder will also be responsible for any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damages caused to the buildings, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather.
14. **COST ESCALATION CHARGES:** The schedule rates are based on the basic steel **(85,000 Rs. per ton)** and cement **(430 Rs. per bag)** rates taken as any escalation in these basic rates corresponding upward adjustments shall be made to the contracted amount/values. No escalation in respect of any other item or material, or account shall be permitted.
15. The Owner, while retaining possession of the site, has only permitted the contractor to enter upon the property to construct a residential house. The owner shall be subsequently entitled at any time to freely enter upon and exercise all acts of possession and ownership over the aforesaid residential site.
16. If the OWNER chooses to supply any construction materials required, they shall be given credit for such materials' cost, and the value shall be deducted out of the immediately succeeding running bill.
17. **WATER AND POWER SUPPLY:** The owner shall arrange for a temporary electrical connection, all electricity and water charges during the course of the construction will be borne by the client.

18. The Builder will be responsible for the safe preservation and custody of all materials at the site. He shall compensate and reimburse the owner for any loss, damages that may arise therefrom.
19. The Builder hereby agrees to complete the work in all respects to make the house fully habitable on or before 30/12/2024. It is an express stipulation that time is the essence of the contract.
20. Defect liability. The Builder hereby agrees and undertake to rectify all the defects as may be found or detected during the period of 12 months from the date of handing over of the said Residential Building on the assumption of that are arising from the construction on structural / architectural defects for which the Owner to report the builder to help for assessment of the defect during his habitation. If any damages caused due to tampering by Owner will not come under this category including National Causes also.
21. This agreement shall be executed in duplicate, the original shall be retained by the owner and the duplicate by the builder.
22. The right and obligation the parties under or pursuant to this clause including the arbitration agreement in this clause shall be governed by and be subject to Indian law. And the agreement shall be subject to the extreme jurisdiction of Chennai only.

IN WITNESS WHEREOF the parties have signed these presents and a duplicate thereof, the day and year first hereinabove written.

OWNER

BUILDER

WITNESSES;

1.

2.

ANNEXURE-A

All the piece and parcel of vacant house site situated on the plot no.... measuring an extend of **875. Sq. Feet**, survey Nounder patta No..... layout named and known as THIRUVANMIYUR KUPPAM Approved by the Chennai Metropolitan Development Authority situated at THIRUVANMIYUR Village and THIRUVANMIYUR , CHENNAI District.

ANNEXURE-B

There will be an Individual Residential Building measuring with the following construction area details:

BUILTUP AREA AND COST DETAILS

1.GROUND FLOOR AREA	400 sft x 2250	- 9,00,000
2.FIRST FLOOR AREA	400 sft x 2250	- 9,00,000
3.HEAD ROOM	75 sft x 2250	- 1,68,750
4. WALL TILE AREA	1380 sft x 125	- 1,72,500
Total cost (A) -		21,41,250

ANNEXURE-C

SPECIFICATION OF CONSTRUCTION WORK

A. CIVIL WORKS

1. All reinforcements as per Structural design, brand Arun plus steel will be used.
2. Depth of foundation 4'0 from the ground level.
3. Basement height up to 4'0" and basement brick will be **FLYASH** bricks.
4. Super Structure of wire cut Bricks for construction with 10'0" top of the roof.
5. 4½" thick brick/block work for partition walls.

6. Cement Dalmia or coromandel brand will be used for all the construction work.
7. All masonry work by Brick masonry outer walls. (9" thick)
8. Continuous lintel will be laid.
9. Reinforcement, concrete grade will differ according to the structural design.
10. Every bedrooms one loft (2'0" wide) and one cupboard (4' x 1'6" x 7') will be provided.
11. All cupboards by cuddappa slabs.
12. All the cupboards and loft are open type.
 - a) Each floor slab to be cast without any joints.
 - b) All PCC layers to be 100 mm thickness(1:4:8).
 - c) All Structural concrete to be (1:1.5:3)
 - d) All Structural Steel to be FE500/550 grade.
13. Cooking Platform will be made of Black/ Red Granite Stone, Chimney provision and exhaust provision also provided.
14. Ceramic tiles (24" x12") of 3'0" height will be provided kitchen work top area.
15. Cement Ratios
 - Brick work C.M. - 1:6 (9' thick wall), C.M. - 1: 5 (4 ½' thick wall)
 - Ceiling Plastering C.M. - 1:3
 - Wall Plastering C.M. - 1:4
16. Wall tiles up to 7'0" height in toilet.(24"x12") size tiles used, the cost up to Rs 35 per sqft.

B.CARPENTRY WORKS (or) WOOD WORK

1. Teak Wood door frame 5" x 3" and Teak wood skin flush door will be provided as main door. Door size is 3'6" x 7'0".
2. All other door frames 4"x 2.5" by (2ND class teak or any other equivalent) , Flush doors 35 mm thick and French Door
3. Main Door fittings by brass hinges, Brass coating lock with aldrop (europa or godrej).brand will be provided.
4. Flush door aluminum(or SS) pc coated Fittings provided.
5. PVC door will be provided in all the Toilets (size 2'6" x 7'0").
6. For all windows UPVC..
7. The window is supported by Iron Grills of 10 mm sq rods Fixed type
8. The standard Grill design will be provided.
9. For ventilators fixed lovers are provided. The size of Frame with 2"x2" supported by 12mm M.S. rod with mesh provision.
10. Staircase handrail will be in brickwork.

C.ELECTRICAL

1. Electrical conduits all are concealed with metal switch box properly fixed.
2. Electrical Wires will be provided I.S.I. Brand.(ORBIT), switches Anchor brand or other equivalent will be provided.
3. Three Phase wiring will be done.
4. All Electrical Plug points will be provided with 3/20 wiring and light points with 1/18 wiring.
5. Necessary external light points will be provided.
6. All bedrooms and Hall AC Points to be provided
7. Each flat Two SET OF Oonjal hook provided in hall and balcony.

8. Inverter provision for all rooms provided as per client requirement.
9. TV/Internet cable from terrace to hall connection will be provided.
10. Spot light Provision will be provided in car park, hall and balcony.

D.PLUMBING & SANITARY WORKS

1. Open External plumbing provided with good quality PVC (materials PARRYWARE).
2. Concealed Plumbing work in Bathroom and Kitchen will be provided with ISI Brand cpvc pipe and G.I. Fittings (I.S.I. Brand) with $\frac{3}{4}$ " dia.(Ashirwad)
3. White or Ivory colored water closet and washbasin will be provided (PARRYWARE) Hall and Bathrooms.
4. Hot and Cold-water taps will be provided in both toilets.
5. Kitchen will have one Bore well water tap, one metro water tap provided in normal Plumbing work.
6. Concealed piping for Geyser and shower will be provided in both toilets.
7. Outer drainage pipelines are made by 4" PVC pipes with adequate manholes.
8. All the Plumbing fittings are made of branded cp fittings Materials, or other equal ant (ISI Brand). Parryware.
9. Water proofing work - for bath sunken and water tank .
10. Attached Toilet bowl to be Floor mounted 4,000 worth.
11. Each bathroom should have wash basin, closet, shower, separate taps for hot & cold water and health facet.
12. Each bathroom should have 1 corner slabs.

E.PAINTING WORKS

1. Ceiling painting one coat white cement and 2 coat ace white .
2. All the internal walls will be coated with two coats of Birla putty and one coat of primer , two coats of TRACTOR SHYNE(Color should be owner choice).
3. All doors, grills will be primer coated followed by two coats of enamel paint.
4. All external walls will be coated with one coat white cement and two coats of ASIAN ACE.
5. The main door will be finished by sheenlac wood polish.

F. FLOORING WORK

1. Vitrified tiles / Granite flooring ((800x800) KAJARIA, SOMANY, KAG brand flooring will be provided for the entire housing including the skirting areas. (Rs 55/ per sft)
2. Bath room floor by ceramic tiling KAJARIA, SOMANY,KAG brand 24" x 24" size (Rs.35/- per Sq.ft.) will be provided.

H. ESCALATION CHRGES

1. DALMIA, COROMANDEL CEMENT - (350-430) per BAG
2. ARUN PLUS - (65000-85000) per TON

The above-mentioned price is the maximum allowable cost , once the rate will cross the above rate difference will claimed from the owner.

ADDITIONAL WORKS WITH ADDITIONAL CHARGES

1. Any projections from the Plinth area will be calculated as additional charges. Elevation projection like pergola / inclined roof 1200/ sft.
2. Extra cost for main gate and balcony safety grill. Based on design and weight. .
3. Electricity Meter, Cable and the TNEB charges, including Meter deposit and incidental expenses will be paid by the owner. If any additional charges occur it has to be taken care of by owner.

4. Interior works like false ceiling , cupboards and loft covering , modular kitchen and tv units are charged as extra based on the design and requirements,
5. Sump , septic tank , compound wall , overhead tank will be extra.
6. Solar / ups provision additional cost .(cost will be check will added)
7. Overhead tank ladder provided with additional cost actual wt and fixing, painting charges.
8. Weathering course and cool roof tiles as additional cost .

Note:-

1. Supply Electricity for the construction purpose (owner scope)
2. Building Owner must provide Water facilities and Temporary Power supply before commencement of the work.
3. Special Amenities other than mentioned above are charged separately.
4. And difference / addition in cost agreed by, for extra work or by changing the above specification will be added / adjusted to the total cost of construction.

ANNEXURE-D

It is a Tentative Percentage raised against the Total 100% of Construction amount as per original Construction Estimation.

S.No.	Stage	Percentage
1	Advance for the mobilization of work	15%
2	Completion of Basement	15%
3	Ground floor Brick work completion	15%
3	Ground floor Roof concrete work completion	15%
5	First floor brick work and roof completion	10%
7	First floor roof completion	10%
8	Inner plastering , electrical conduit, doors and window frames	10%

9	Outer plastering completion	8%
10	Tiles completion , 1 st coat painting	5%
11	Electrical wiring, switch board. Bathroom cp fittings	5%
12	Handing over	2%