CONSTRUCTION AGREEMENT

THIS AGREEMENT FOR CONSTRUCTION OF RESIDENTIAL HOUSE is made and entered into at ______, Plot No ___, ____Village, _____Taluk, _____, _____Ground floor _____Sq.ft, First floor ____Sq.ft, Total _____Sq.ft On this _____ 2022 between: **SR BUILDERS & PROMOTERS MANAGING DIRECTOR Mr. T. MAHARA JOTHI BABU (AADHAAR NO 6121 2260 5894)** son of Mr. P . Thangaraj aged about 34 years, residing at No.6-5B, Mela Kattimancode, Kanniyakumari, Tamilnadu-629801, herein after called the CONTRACTOR which term wherever appears shall mean and include their respective successors-in-interest and assigns.

AND

Mr	(AADHAAR NO) so	on of Mr	aged
about	Years, residing at No,		, ·	Famil Nadu, Pin code:

hereinafter called the CLIENT which term wherever appears shall mean and include his respective heirs, legal representatives, administrators, executors, assign or assigns person or persons claiming through or under them WITNESSETH.

WHEREAS the Client has entered into an agreement for construct of the Schedule-A mentioned property herein after called the Said Property.

WHEREAS the CONTRACTOR herein have agreed and come forward to construct a residential house over the entirety of the Schedule-A mentioned property entirely at their own risk including labour and material.

WHEREAS the Client has opted to engage the CONTRACTOR for construction of his Residential House in the Said Property.

WHEREAS the Client has further opted for specification of the construction as per details and description appearing in the Schedule-B written, hereunder and hereafter call the Said Specification.

WHEREAS the Client has agreed to pay totally the sum of Rs: ______/-(Rupees ______ Only) (Total Buildup area _____ Sq. ft) to the CONTRACTOR towards the cost of construction of the said property as actual, in installments as per Schedule of payment appearing in Schedule-C and hereinafter called the Said Schedule of Payment.

BUILDERS &

WHEREAS the Parties here to are desirous of reducing the terms and conditions in writing and NOW THIS AGREEMENT FOR CONSTRUCTION WITNESSETH THAT:

<u>SCHEDULE – A</u>

 RESIDENTIAL HOUSE is made and entered into at _______, Plot No _____,

 ______Village, ______Taluk, _______ on this _____Sq.ft.

<u>SCHEDULE – B</u>

RATE & SPECIFICATIONS FOR CONSTRUCTION

Our Rate for Full Work Rs.1799/-Per Sq. ft

Depending On the Location, Plinth Area, Front Elevation Designs & Roofing Pattern you choose to construct your Home. Whatever may be the rate; all the below given specifications would remain the same and therefore the full & final Rate can only be confirmed after you finalize the floor plan and the elevation of your proposed Home. If you need more information on our rates; please don't hesitate to call our 24/7 Helpline Number: +91 7010005649.

EARTH WORK EXCAVATION:

Foundation Trenches, for all clauses of soil including cutting, shoring, strutting, dewatering etc.

For Foundation Pit (L x B x H): $5 \times 5 \times 5$ feet in size For Foundation (L x B x H): $4 \times 4 \times 4$ feet in size

PCC BELOW COLUMN FOUNDATION:

Plain Cement Concrete M 7.5 (1: 4: 8) using 20MM downgraded aggregates as per Architectural Specification.

RCC FOOTING:

RCC Footing shall be build, using 20mm downgraded aggregates in M 20 (1:1.5 :3) and Reinforcement as per Structural Drawings.

PLINTH BEAM:

RCC Plinth Beam shall be build, using 20mm downgraded aggregates in M 20 (1:1.5 :3) and Reinforcement as per Structural Drawings.

FILLING IN BASEMENT:

Filling in basement shall be done up to 3 feet with available Red Earth or slurry Dust. For every additional 1 feet height Each sq. ft charges100 Rupees will be added on.

RCC BELT:

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6" Inch Thick RCC Belt shall be build, using 20mm downgraded aggregates in M 20 (1:1.5 :3) and Reinforcement as per Structural Drawings.

BRICK WORK:

For Brickwork Good Quality Masonry (Regular Red Bricks) in 9 inch thick; Cement Mortar in 1:6 to a height of 10 feet or up to the bottom of Roof Beam or Slab.

For Partition, Parapet wall in balcony and in open terrace, Brick wall 4 ¹/₂ inch thick with Cement Mortar in 1:4.

PCC BELOW FLOORING:

Plain Cement Concrete M 7.5 (1: 4: 8) using 20mm downgraded aggregates as per Architectural Specification.

RCC COLUMNS:

RCC Column shall be build, using 20mm downgraded aggregates in M 20 (1:1.5 :3) and Reinforcement as per Structural Drawings.

RCC LINTEL:

4-5 Inch thick RCC Lintel shall be build; using 20mm Downgraded aggregates in M 20 (1:1.5:3) and Reinforcement as per Structural Drawings. R.C.C cut lintels will be provided above all doors and window openings (or) above wherever necessary with necessary reinforcement at 7'-0".

RCC SUN SHADES:

2-3 Inch thick RCC Sun Shades shall be build; using 20mm Downgraded aggregates in M 20 (1:1.5:3) and Reinforcement as per Structural Drawings. R.C.C Sun Shades will be provided above wherever necessary with necessary reinforcement at 7'-0''.

RCC SLABS:

RCC Slab shall be built with minimum 4-5 inch thick, using 20mm downgraded aggregates in M 20 (1:1.5:3) and Reinforcement as per Structural Drawings.

STAIRCASE:

Staircase shall be built with minimum 4-inch Waist Slab using 20mm downgraded aggregates in M 20 (1:1.5:3) and Reinforcement as per Structural Drawings. Steps shall be build using Good Quality Masonry (Regular Red Bricks) in 9 inch thick.

PARAPET WORK:

3 Feet high Brick wall 4 1/2" thickness with Cement Mortar in 1:4 shall be used for the Parapet work.

REINFORCED STEEL:

BUILDERS &

Fixing Steel Reinforcement **GBR or Equivalent** (High Yield Strength Deformed Bars Conforming to Fe 550D) only used for R.C.C in all items, work including transporting, recoiling, cutting, straightening, bending and placing in position at all levels & binding with approved gauge binding wire.

Structural works:

I. <u>Column:</u>

Thickness of Steel rod **12mm or 16mm as per Structural Drawing.** Using **6mm or 8mm for ring as per Structural Drawing.**

II. **Plinth Beam:**

Using **12mm or 16mm rod as per Structural Drawing and using 6mm or 8mm ring as per Structural Drawing.**

III. Roof level Beam:

Using **12mm or 16mm rod as per Structural Drawing and using 6mm or 8mm ring as per Structural Drawing**

IV. Lintels, sunshades, lofts:

Using 10mm or 12mm rod as per Structural Drawing and using 6mm or 8mm ring as per Structural Drawing for sunshades and lofts. Lintels are provided over the doors, windows, opens only.

CEMENT:

Portland Pozzolana Cement carries IS 1489, Zuari, Priya, Maha or Equivalent shall be used for all works.

SAND:

Good Quality crushed M-sand (POABS) shall be used for all RCC and super structural works, good crushed M-sand which is specially graded for the plastering purpose shall be used for all plastering works as per the availability in the open Market.

JOINERY <mark>WO</mark>RK (FRA<mark>ME</mark>S WITH FLAT & RODS):

Good Quality Hard Wood (Malaysian Teak) shall be used for all the windows door Frames in size of 10cm* 6.5cm. However, the GF front door frame shall be in size of 15cm * 10cm. All window frames shall be secured with 12 mm Iron Grill. For all paneled and glazed shutters also, Good Quality Wood (Malaysian Teak) shall be used.

INTERIOR PLASTERING WORK:

Inside Plastering Work shall be in cement Mortar 1:6, 9 to 12MM Thick

CEILING PLASTERING WORK:

Ceiling plastering work shall be in 1:4 cement Mortar, below 10MM Thick.

EXTERIOR PLASTERING WORK:

Outside plastering work shall be in cement Mortar 1:4, 12 to 15 MM Thick.

HANDRAILS:

Parapet wall shall be used in Staircase Areas and Double Ceiling Floor Areas Cost based on Cost constraints and Elevation.

ELECTRICAL WORKS:

Cables: Hosper or V-Guard Switches & Sockets: Modular switches & sockets from Hosper or Anchor All Final Fittings such as Fancy Lightings & ceiling Fans should be provided by the client at site.

ELECTRICAL POINTS:

For Common Electrical commercial EB line charges monthly will be paid by land owner. Distributor Board will be provided as per Site Requirement. Electrical provisions flexible to Site condition and Client Requirement.

A. <u>Hall</u>

Ceiling Fan Points: 2 Cradle Hook :1 Wall - Tube light Point: 2 CFL Point: 2 Fancy Light Point: 1 5amp Socket: 3 Tv Point :1 Phone Socket :1 A/c Point :1 Telephone Point :1 Inverter Provision

B. <u>Bedroom</u>

Ceiling Fan Points :1 Walls Tube light :1 Night Lamp Point :1 5amp Socket :2 A/c Point :1 CFL Point :1 Telephone Point :1 Floor Level Night Lamp

C. Dining

Fan Point -1 CFL Point :2 Plug Point -2 (5amp)

D. <u>Kitchen</u>

Ceiling fan Point :1 Wall tube light Point :1 CFL Point :1 Mixer Point :1 Fridge Point :1 SR BUILDERS & PROMOTERS

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Grinder Point :1 Exhaust fan Point:1 Oven Point :1 Aqua Guard Water Filter: 1

E. <u>Bath and Toilets</u>:

Walls light Point :1 Heater Point :1 (15 amp) Motor Room: 1 (15 amp)

F. Common Point:

Calling bells :1 Outer side points for light:1

G. Car Parking

Ceiling fan point: 2 5amp socket: 3 Washing machine point: 1 Electrical Vehicle point/Socket – 2

Electrical wiring will be concealed suitable for single phase or three phase supply as per site requirement.

PLUMBIN<mark>G A</mark>ND SANI<mark>TAR</mark>Y WORK:

Complete plumbing and sanitary works shall be executed by the contractor; using the below mentioned Brands

TYPE AND SIZE OF PIPES USED:

- 1. Supply pipes: UPVC PIPE 1"
- 2. Delivery pipes: UPVC PIPE 3/4"
- 3. Hot water pipes: CPVC PIPE 3/4"
- 4. Flush out pipes leading to the drainage: S.W. PIPE 4"
- 5. Grey Water pipes: PVC PIPE 2"
- 6. Storm water pipes: PVC PIPE 4"

PLUMBING SYSTEMS:

- a) One in the Kitchen for Ground water and another tap for the metro water.
- b) Wall mixer provision in both toilets
- c) One Tap for the Wash Basin
- d) One Tap in the Service Area
- e) Two in One Tap with Health Faucet near the Closets.
- f) One tap in bathing area of Common Bathroom.

PVC PIPES: Avonplast, Astral

CP FITTINGS: Stainless Taps.

SANITARY: For Single unit of Toilet (priced at Maximum Rate of Rs.7,000 /- per Unit) Closet and Wash Basin from Parryware or Cera. Final material selection under client scope.

DINNING AREA: Parryware or Cera Wash Basin for Dinning Area (priced at Max. Rate of Rs.2500/-). Final material selection under client scope.

WATER TANK: Aqua -Tech, Sintex or Equivalent Quality of 1000 Liter capacity.

KITCHEN SINK: 24" x 18" Sink for Kitchen and 18" x 16" sink for work area.

OVER LOFTS:

a. Number and size of overhead loft attached to each room (width-21")

- 1. In Kitchen an 'L' shaped loft will be given
- 2. Single loft for bedrooms. Cudapah slabs under lofts.

GRILLS: All windows will be provided (Other than window area grills are additional cost).

DESIGN WORKS ON ELEVATION:

As per Elevation; all ornamental works shall be accomplished with masonry works only.

FLOORING:

Good Quality Vitrified Tile shall be used for all carpet Areas; Except Bathrooms. (Choice of Design color as per the client; priced at Maximum Rate of Rs.55 /-per sq. ft at factory cost) GST and Transportation are under Client scope. Final material selection under client scope.

SKIRTING GRANITE WORK:

Good Quality Skirting Tiles shall be used for all skirting portions (10cm Height).

KITCHEN DADOING WALL TILES:

Tiles works shall be done above the kitchen slab up to a height of 2ft.with good quality tiles (size: 45 x 30 cm) (Choice of design, color & Brand as per the client; priced at maximum Rate of Rs.35 /- per sq. ft). Final material selection under client scope.

KITCHEN TOP:

Kitchen Platform Length-Based on the size of the kitchen. Cadapauh Slab Partition underneath the Kitchen Platform. Good Quality Granite slabs shall be used for the kitchen Top. (Priced at Max. Rate of Rs.80 /- per sq. ft). Final material selection under client scope.

BATHROOM FLOORING:

Good Quality Anti - Skid granites shall be used for all Bathrooms. size: 30 x 30 cm. (Choice of Design, color & Brand as per the client; priced at Maximum Rate of Rs.25 /- per sq. Ft). Final material selection under client scope.

BATHROOM WALL TILES:

Good Quality Bathroom Wall Tiles (size: 45 x 30 cm) of High lighter Model up to 7' height shall be used (choice of Design, color & Brand as per the client; priced at Maximum rate of Rs.25 /- per sq. Ft). Final material selection under client scope.

BATHROOM DOORS:

All Bathroom Doors shall be done using Branded Fiber Doors. (Choice of Design, color & Brand as per the client; priced at Maximum Rate of Rs.3000 /- per Door)

WOODEN POLISH:

All wooden surfaces shall be polished with Good Quality sealer, wood strainer and over coat shall be cleared with Melamine.

PUTTY WORKS:

Double coat putty works shall be done in all the internal surface. (Brand: Birla or JK Wall putty)

PAINTING WORK:

A single coat of white cement washing should be applied all over the plastered area, followed by two coats of acrylic emulsion and one coat of primer. Two coats paint will be used on all exterior walls, and two coats of regular emulsion for all internal walls. (Brand: Asian paints)

FRONT DOOR - BED ROOM DOORS:

Front Door, Bed Room Doors shall be made with standard size of Good Quality Malaysian Teak.

WINDOW:

Window Frames shall be made with standard size of Good Quality Wood (Malaysian Teak). Window Center Portion shall be made with 5 mm Thick Pinned glass. Grill works shall be made with standard size (Windows will be provided with metal grill for protection as per design.)

DETAILS OF DOOR AND WINDOW FITTINGS

Main doors

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Six lever Lock: 1no 5" steel hinges: 3nos 8" steel tower bolt: 1no 6" steel tower bolt: 1no Steel Handles on both the sides.

Other doors

Lakshmi lock: 1no 5" steel hinges: 3nos 6" aluminum PC tower bolt: 2nos Stainless Steel Handles on both the sides.

Bath room doors- 4" tower bolts and PVC handles on both the sides. Window Shutters- 3" tower bolts in top and bottom, hook stopper with handle

Door size

Main Door: 3'6" x 7'00 Bedroom Door: 3'0" x 7'00 Bath & Toilet: 2'6" x 7'00"

Window size

Halls: 4' 00'' x 4' 00'' Bedrooms: 4' 00 x 4' 00'' Kitchens: 4' 00 x 3' 6'' Bath & Toilets ventilators: 2' 00'' x 2' 00''

<u>FALSE CE<mark>ILI</mark>NG:</u>

False ceiling works is not included in this Specification.

MODULA<mark>R K</mark>ITCHEN <mark>WORKS</mark>:

Modular Kitchen Cabinets works is not included in this Specification.

LOFTS AND CUPBOARDS:

All the Open Lofts and Cupboards shall be covering works is not included in this Specification.

SMOKELESS CHIMNEY:

Standard size of Havel's smokeless Chimney is not included in this Specification.

SEPTIC TANK & WATER DRAINAGE SOCK PITS:

Septic Tank & Water Drainage Sock Pits shall be built with R.C.C /Brick to the standard size for the 6000 liters capacity Rs 15 per Liter is not included in this Specification.

BORE WELL:

Bore well works is not included in this Specification. Your Dreams

RAINWATER HARVESTING:

Rain water harvesting work is not included in this Specification.

GAS CYLINDER PROVISION:

Gas cylinder placement should be placed outside of the house in service area.

SOLAR POWER:

Solar Power Unit work is not included in this Specification.

CCTV INSTALLATION:

CCTV Installation works is not included in this Specification.

ANTI - TERMITE TREATMENT:

Against attack by subterranean termites; chemical Treatment shall be implemented by experts having special know how to ensure uniform distribution and proper penetration.

COMPOUND WALL:

5 feet Compound Wall Works Rs 1,500 /- for 1 Running foot is not included in this Specification.

<u>SUMP WO<mark>RK:</mark></u>

Sump work Rs 25,000 /- for 1000 liter's is not included in this Specification.

TERMS AND CONDITIONS

- 1. The client shall keep the site of construction free from all legal implications.
- 2. Water and electricity required for construction shall be arranged by client.
- 3. All charges to be paid to the respective departments and the changes in this connection have been included in the contract. Any increase in government charges to be paid by the client based on the bill presented by contractor.
- 4. The Builder shall arrange for the preparation of plan and estimate for the proposed building. Any increase in government charges to be paid by the client based on the bill presented by contractor.
- 5. Contractor should complete the construction work within 6 months from commencement of this contract. These six months includes any unforeseen delays due to rains, storm, labour strike, etc. Any delay in work activity for more than 1 month, Client has reserved the right to terminate this agreement with contractor.
- 6. Any delay in construction owing to client payment issues within six months of the contract's start date. Any budget-related increases in the cost of the building materials must be covered by the client. The Client shall not impose any rate escalation on the Contractor.
- 7. The payment clause should be adhered strictly to enable the Builder to go ahead with the completion of the construction of the entire building in time without any delay.
- 8. The Contractor will be responsible for repairing surface cracks or air cracks or damage which appears within 18 months from the completion.
- 9. Contractor will be held responsible for any deviation in the construction, since, the construction is as per the design agreed between the Client and Contractor.
- 10. The rates or the L.S amount accepted is valid for the normal period of Construction without any hindrance. The normal period of construction is as follows.
 - a. Only ground floor for 6 months.
 - b. For any additional floor there on extra period up to four months for each additional floor to be allowed.

- 11. Any increase in the building materials by budget, Scarcity, natural calamity or other unexpected activities the enhanced cost should be borne by the Contractor. No rate escalation shall be thrust upon on the Client by Contractor.
- 12. Any notice or correspondence to be sent to the Owner under this Agreement shall be addressed and sent to the address mentioned in this Agreement and such notice and correspondence is deemed to have been served on the Owner if addressed and sent by registered post or by courier or by personal delivery. The Builder is not responsible for delay or non-delivery due to change in the address if change of address is not intimated in writing.
- 13. All disputes, controversies or differences which may arise between the parties herein out of or in relation to or in connection with this agreement, the interpretation there of, or its breach that have not been resolved between the parties by mutual discussions shall be referred to arbitration. The venue of the arbitration shall be Chennai. The owner and the builder shall appoint one arbitrator each of their choice and the arbitrators so appointed shall appoint a third arbitrator or, if they fail to appoint such third arbitrator, the competent court shall appoint a third arbitrator who shall act as the presiding arbitrator. The arbitration proceeding shall be conducted in accordance with and subject to the provisions of the arbitration& conciliationact,1996 or any modification or re-enactment thereof for the time being in force.
- 14. Both the parties agree that only the courts at Chennai shall have the exclusive jurisdiction to adjudicate upon matters relating to their rights and obligations of the parties under the terms of this Agreement.

NOTE:

- Suilding plan approval & Tax fees are arranged and paid by client.
- ◆ Temporary EB connection should be arranged by client.
- Water facility should be arranged by client.
- Labour shed should be arranged by client.
- ♦ In case of any alter works you should consult with Engineer.
- Work that is not stated in this quotation is considered to be under the client's scope.
- Five terms of payment should be settled in a Specific time.

	BILLING STATEMENT								
SI. NO	DESCRIPTION	L	В	Н	QTY	UNIT	RATE	AMOUNT	
1.	Ground Floor					Sq. ft	1799		
2.	First Floor					Sq. ft	1799		
3.	UG Sump					Liters	25		
4.	Septic Tank					Liters	15		
5.	Compound Wall					R. ft	1500		
TOTAL AMOUNT									

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SCHEDULE OF PAYMENTS					
SI.NO	DESCRIPTION	AMOUNT			
1.					
2.					
3.					
4.					
5.					

