

AGREEMENT FOR BUILDING WHERE OWNER  
SUPPLIES PLOT AND ALL MATERIALS

An AGREEMENT made on the .....day of .....BETWEEN AB, etc. (hereinafter called the “owner”) of the part and CD, etc, (hereinafter called the “contractor”) of the second part.

WHEREAS the owner owns a plot of land measuring ..... metres situate at .... And more particularly described in the plan attached.

AND WHEREAS the owner is desirous of erecting a building on the said plot.

AND WHEREAS the plans, drawings, designs and elevations of the said intended building and specifications of the works to be done and of the materials to be provided in and for the erection of the same as prepared by the architect have been approved by the parties.

AND WHEREAS the contractor is willing to execute the said works for the sum of Rs.....

AND WHEREAS the materials to be used for the building will be supplied by the owner himself and the contractor will supply labour as well as the building tools and other accessories necessary for the completion of the said building.

NOW THE PARTIES HERETO HEREBY mutually agree as follows :

1. The contractor will clear and prepare the site for and will erect and complete the building in conformity with the plans, drawings, designs and elevations with the materials supplied by the owner in a thorough and work-manlike manner.

2. Subject to the conditions hereinafter appearing, the owner will pay to the contractor a sum of Rs..... within six months after the contractor has completed the works in accordance with the terms of this agreement and handed over the same to the owner.

3. The contractor will finish and complete the said building on or before the ..... day of ..... and if the said building shall not be completed on or before the said date, the contractor shall forfeit, out of the moneys which shall be due to him by virtue of this agreement, the sum of Rs..... for every days which shall elapse after the ..... day of ..... until the said building shall be completed : Provided if the contractor is prevented by any strike among the workmen or by reason of any event beyond his control, the owner may extend time for the completion of the work for such reasonable period as he may think fit under CI. (10).

4. The contractor will do and perform all works incidental to the proper execution and completion of the building including all works rendered necessary in consequence of the doing of the works and will supply labour necessary for the same and no additional payment will be made for the same.

5. The contractor will permit the owner to have access to the works while the same are under construction and to inspect the same.

6. The contractor will not vary or deviate from the said plans and specifications without having first obtained the permission in writing of the owner.

7. The contractor will, if so required by order in writing signed by the owner, alter the design or size of the works and the materials to be used in constructing the same, provided that he shall not be bound to do so unless the sum to be paid for any extras or to be allowed for any omission has been first fixed by agreement between him and the owner and, in default of agreement, the sum to be so paid or allowed shall be settled by .....

8. The contractor shall make good any defects, shrinkage or other faults that may appear in the works within six months after their completion.

9. While the works are in course of construction and until the owner takes over the same, they and all materials or plants used or to be used in constructing the same shall remain at the contractor's risk and he shall not be entitled to any compensation for injury, to or loss or destruction of, such works or materials arising from any cause whatever.

10. If the contractor requires any extension of time for completing the works he must apply to the owner within seven days from the date of the occurrence of the event on account of which he desires such extension ; and the owner may, if he thinks such request reasonable, grant such extension of time as he may think necessary.

11. If the owner is at any time dissatisfied with the progress of the work or with the quality of materials used or of the workmanship he may apply to ..... To depute an Engineer to inspect the works, and if such officer certifies in writing that the rate of progress or the materials used or the workmanship or any or all of them is or are unsatisfactory or not in accordance with this agreement, the owner may then enter upon the site of the works and may employ another builder to complete the same and may pay such builder the cost of such completion out of the sum payable to the contractor under this agreement or the balance of such sum if advances have been made to the contractor, and, if such cost is more than such sum of balance, then the contractor will pay the excess to the owner.

12. Unless the terms are extended under clause (10) hereof, the contractor will complete a portion of the works of the value of not less than Rs..... on or before the .... And will complete the whole work and will remove from the site of the works all plant, scaffolding, unused materials and rubbish and will leave the works and site clean on or before.....

13. If the contractor fails to comply with the provision of CI. (12) on or before the dates mentioned therein or within such extended time as be permitted in accordance with CI. (13) hereof, he will pay to the owner as liquidated damages a sum of Rs.....for every day's delay, and the owner may deduct such sum or sums from any money due to the contractor under these presents or may recover it otherwise.

14. At the end of each calendar month commencing from the date when the contractor commences work the owner will pay the contractor a sum equal to 80 per cent of the value as estimated by the parties or in case of disagreement between the parties by..... of the work executed by the contractor during the month and the owner will make final payment to the contractor at the end of six months from the date when the works are completed.

15. If at any time during the progress of the works or after completion or the alleged completion thereof and at any time during the continuance of this agreement any dispute or differences arise between the parties hereto in relation to or in connection with this agreement, the same shall be referred to the arbitration of Sri.....as the sole arbitrator or to two arbitrators one to be appointed by each party and provisions of the Indian Arbitration Act, 1940, shall apply. The decision so given shall be final and binding upon the parties.

16. The contractor will indemnify the owner from all claims for injury caused to any person, whether a workman or not, while in or upon the works or the site of the same the said owner shall not be bound to defend any claim brought under the Workman's Compensation Act unless the contractor first deposits with the owner the amount which he might incur by reason of defending any such claim.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year first written above.

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(Owner)

(Contractor)