

AGREEMENT FOR CONSTRUCTION OF BUILDING BETWEEN THE
OWNERS AND THE CONTRACTORS ON TURNKEY BASIS

THIS AGREEMENT made at on this day of 2000, between A S/o B resident of (hereinafter referred to as "the Employer", which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, executors and administrators) of the ONE PART and XYZ Co. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as "the Contractors" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the OTHER PART.

WHEREAS the employer is desirous of constructing XYZ Bungalow and its vacant land bearing Final Plot No. Survey No. Khasra No. situate, lying and being at Tehsil and District (hereinafter referred to as "the said property") and the contractors have offered to construct the same on a 'turnkey basis' and also to prepare the site layout plans, preliminary sketch designs, architectural drawings, structural drawings, service drawings and all other detailed plans and drawings as may be necessary for the proper construction and completion of the said works and also obtain necessary permissions from the Municipal Corporation and other local authorities

for executing and completing the said works as hereinafter specified upon and subject to the terms and conditions set forth herein and the conditions set forth in the special conditions hereto annexed and marked as Annexure 1 (all of which are collectively hereinafter referred to as "the said works") at the rate of Rs. per sq. ft. of the built up area of the buildings (hereinafter referred to as "the said contract amount").

AND WHEREAS The employer has agreed to appoint the contractors for the said works; and

AND WHEREAS the contractors have requested the employer to execute these presents which he has agreed to do so.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the times and in the manner set forth in the Schedule of Payments hereto annexed, the contractors shall on and subject to the said conditions, execute and complete the said works more particularly described in Schedule 1 annexed hereto and shown on the said drawings, strictly in accordance with the general specifications annexed hereto and marked as Annexure III.

2. The employer shall pay the contractors the said contract amount or such other sum as shall become payable at the times and in the manner specified in Annexure II.

3. For the purposes of this contract, "built up area" means the total a covered area of the building at floor level out-to-out measurement of wall surface (architectural projection excepted) and shall be inclusive of staircase and balconies.

4. The contractors shall prepare layout plans and general building plans in consultation with the employer and get the same approved by the Municipal Corporation of

5. It is hereby agreed that the contract amount shall be inclusive of-
 - (a) Preparation of the layout plans, general building plans, detailed architectural drawings, sketches, structural drawings and designs for execution.
 - (b) Technical supervision of the works.
 - (c) Obtaining of permission and approvals from all the authorities for the construction, supply of power, water, drainage and other services for the said works.

- (d) Cost of all materials for construction.
- (e) Wages of labour, technical supervisors, all other workers and staff required for execution of the said works in accordance with the general specifications in Annexure III.
- (f) Cost of all electrical, sanitary, and plumbing fittings.
- (g) Cost of all other items as mentioned in special conditions in Annexure I hereto.

6. The layout plans, general building plans, detailed architectural drawings and other drawings shall be and remain the property of the employer. All the drawings shall remain in custody of the contractors during the progress of the work and they shall deliver them to the employer on the performance of the said works or termination of the contract.

7. The employer may require alteration of the drawings and the nature of the work by adding or omitting any items of work or having portions of the same carried out. The employer shall make payment for the alterations at such rates as may be mutually agreed upon.

8. The contractors shall commence the work within 15 days of the handing over of the site to them and complete the entire work within months

thereafter, subject nevertheless to the provision for extension of time as provided in the said conditions.

9. The contractors, while carrying out the said works, shall comply with the provisions of all laws, rules and bye-laws for the time being in force affecting the said works and will give all necessary notices to and obtain the requisite sanction of the concerned local authorities in respect of the said works and will comply with the building and other regulations of such authority and will keep the employer indemnified against all fines, penalties and losses incurred by reason of the breach of the contractors of any such laws, bye-laws and regulations.

10. The employer shall make all payments under this contract at

11. In case any dispute or difference should arise between the parties, whether in respect of quality of material used by the contractors or work done or in respect of delay in completion of works or in respect of payment of extra work required to be done and so executed or in respect of measurement of work done or in respect of delay of payment to the contractors or touching the interpretation, fulfillment of any of the terms of these presents or any other matter arising out of or in connection with these presents or the carrying out of the work, shall be referred to arbitration of two arbitrators, one to be

appointed by each party. The arbitrators shall appoint an umpire before entering upon the reference. The arbitrators shall make their award within six months from the date of entering on the reference. If the arbitrators do not make their award within the stipulated period or have delivered to any party or to the umpire a notice in writing stating that they cannot agree, the umpire shall forthwith enter on the reference and shall make his award within three months of entering on the reference or within such extended time as the parties may agree and in the absence of such agreement, as the Court may allow. The arbitrators or umpire, as the case may be, shall be entitled to consult any expert, after previous notice to the parties, the cost whereof shall be borne by the parties equally. The proceedings of the arbitrators shall be recorded in English, a copy whereof shall be furnished to each party. The provisions of the Arbitration and Conciliation Act, 1996 so far as applicable and are not inconsistent or repugnant to these presents, shall apply to this reference to arbitration. The cost of the reference and award shall be in the discretion of the arbitrators, who may direct by whom and in what manner, the same or any part thereof shall be paid. The award of the arbitrators or umpire shall be final and binding on the parties and the parties, their executors and administrators shall on their respective parts obey, abide by the award and shall not challenge on any ground excepting fraud or collusion or error apparent on the face of the award. It is hereby agreed between the parties

that the parties shall resort to arbitration, before filing any suit for the enforcement of any right under these presents.

12. This agreement shall be executed in duplicate. The original shall be retained by the employer and the duplicate by the contractors.

IN WITNESS WHEREOF the employer has set his hands to these presents and a duplicate hereof and the contractors have caused its common seal to be affixed hereunto and a duplicate hereof the day and the year first hereinabove written.

Signed and delivered by the hand of Shri A

The common seal of XYZ Co. Ltd. was hereunto affixed pursuant to the resolution passed by the Board of Directors at the meeting held on in the presence of Shri a director of the company, who has signed in token thereof

Seal

Signatures

WITNESSES;

1.

2.