**Agreement For Constructing Building**

This construction agreement is made on ……day of …….

Between

A, son of Z, resident of.......................... (After it referred to as owner) of the First Part

And

B, son of Y, resident at.......................... (After it called the contractor) of the Second Part.

Whereas party of First Part being owner of a plot of land measuring ............... at .............................. and more specifically stated in the plan unclosed and therein marked in red.

And whereas owner wants to construct a building said plot has selected Shri N being architect who has prepared drawings, specifications and plans for the proposed to building.

And whereas the plans, designs, drawings and elevations of said intended building and specifications concerning works to be work and the materials to be provided in and for the construction the said building have been prepared by the said architect sanctioned by concerned Authorities, approved by the parties herein and have been declared for identification by both the parties.

And whereas the contractor is willing to enter into a covenant for executing said works according to Architect's said plans, specifications and drawings at actual costs plus 20% profit basis.

Now these presents witnesseth and the parties hereby consented as follows:

1. The contractor shall construct on the said plot of land a building according to sanctioned plans, drawings and elevations and complete all such works with best quality material and in the most durable and workmanlike way, satisfying the said architect and will in all respects complying with and obeying by the true intent and manner of said specifications, plans, drawings and elevations and of this covenant.

 2. The contractor will  complete and finish the said building on or before the …..day of ……and if said building shall not be completed on or before the said date the contractor shall forfeit, moneys as shall be due to him due to this covenant, the sum of Rs. 1000 daily which shall elapse after the  ….day of date …. until the said building shall be completed. Provided that if the contractor is resected by strike among workmen or due to any eventuality beyond his control, the said architect may enlarge the time for completing works for such reasonable period as he may deem fit.

3. On contractor becoming bankrupt or from any reason whatsoever be restricted or is delayed in continuing and completing the said works according to terms/conditions of this covenant, or does not continue with said works as satisfying said architect, it shall be legal for said architect to leave or cause to be left at usual place of business or abode of contractor, a express notice for the said contractor to continue forthwith and effectually with said works. In case the said contractor shall, for 7 days after such notice is so left as stated above default in forthwith and effectually continuing with said work it shall be legal for said architect to employ any other workmen either by contractor or otherwise to continue with said works for completing same and paying to said workmen out of moneys which shall be then due to said contractor owing to this agreement, the amount of their charges for the same and for all compulsory materials to be found and provided for such completion. If amount of balance to the credit of contractor be enough in meeting such charges for such workmen and materials then in that case the said contractor shall and will make good by paying such deficiency on demand.

4. If said architect shall at any time/times think any of workmen engaged by said contractor on works being incompetent or acting improperly it shall in every such case be legal for the said architect to terminate such workmen and the said contractor shall without delay replace workman in his place.

5. In some materials brought on said premises by said contractor shall be thought by said architect as unfit or in any way in proper, the said contractor on express notice to him or his foreman on the premises served by the said architect cause the same to be removed from the ground and continue the said works with materials comparing with the specifications/instructions approved by said architect and not removing by 7 days after such last stated notice, it shall be legal for said architect to cause to be removed to such place as he may think fit without answering or accounting for the loss/damage that shall accrue to any materials so removed and to cause proper materials to be replaced for the same, and paying all expenditures relating with such removal and replacement out of  moneys becoming due to said contractor due to this covenant.

 6. If said architect think any part of said works to have been done in an unfit and improper way, the said contractor will cause the same at once to be put down and executed in a proper way satisfying of the said architect without any extra charge or expense whatsoever.

7. If said architect or the owner shall think fit at any moment or times for making any additions or alterations or omission in the works hereby contracted for, he or they shall served the said contractor express directions for such alterations or omissions signed by said architect. Any extra charge by CONTRACTOR relating to such alterations if certified to be correct by architect shall be payable in the same way and at the same time as after it stated for paying the ultimate balance of said sum not exceeding sum worked at the consented rate.

8. Any damage emerging from carelessness or accidents of workmen or otherwise to said work hereby contracted for or to materials or tools therein used or to the workmen shall be borne and made good effectually by the said contractor at his own charges and costs.

9. The contractor shall use in construction best quality materials according to specifications stated herein.

10. The CONTRACTOR will not without agreement of said architect engage any sub-contract for executing works hereby contracted for or any portion thereof nor allot or underlet the present contract or any portion thereof.

 11. Although anything contained herein it will be sole liability of the contractor to obey the enactments of law relating to construction of said building according to these presents and the contractor hereby undertakes to keep the owner compensated and with out harm against any action, claim damages,, loss, expenses howsoever emerging for any contravention of any mandatory enactments, rules/regulations or any term of this covenant.

12. The contractor shall be paid Rs. 5 lakhs as his remuneration for the supervision made material used labour supplied and for above said building. The payment schedule for construction will be made in the following way:

Rs. 2 lakhs shall be paid per month of building work proceeding the first instalment to be paid on date……and thereafter by same date….of each future month of building work being done and the balance, if any, within three months of completing building, provided that in case of each payment architect certify that the work/materials to be enough  amount shall have been executed done or provided by the said contractor to the satisfying the said architect. Provided too that the said contractor shall not get payment or receive the balance amount or his remuneration til the said architect shall certify with his own hand that whole of the said works have been finished and completed satisfying him and Completion Certificate from Authorities has been got. The decision of the architect shall be final and binding on parties.

 IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.

DATE:

PLACE:

WITNESSES:-

1. OWNER

2. CONTRACTOR