**Construction Agreement- Co-Operative Society And Builder**

This Agreement made this ……day between ................a partnership firm trading at ..............................(after it referred to as the builder including its present and future partners, their successors, executors, administrators and assigns) of the One Part and Mr. … resident and owner of ................................. (after it referred to as the chief promoter including his heirs and assigns) of the Other Part.

Whereas builder is a partnership firm doing construction of buildings.

And whereas the said Mr. … being chief promoter of …. Co-operative Housing Society Limited, as registered under the H.P. Co-operative Societies Act ….. containing the proposed buyers of flats of the building to be built on the plot at ............... (after it referred to as said society).

And whereas members of said society wants of entrusting the work of building and erection thereof on plot ........................... on consented terms/conditions.

Now this Agreement withesseth and the parties consent as belows:

1. The builder wants to buy the plot of land at .............................. measuring 6 cottahs and after it to assign  it favouring  the Society.

2. The society accepting Certificate of title given to builder by Mr. …. Advocate effecting that title of property being marketable, free from all encumbrances and reasoned doubts and no requi-sitions/objection made by society concerning title.

3. The chief promoter shall get registration of Society per H. P. Co-operative Societies Act …….

4. Chief promoter on its registration  will apply for monetary help per loan to H.P. Co-operative Housing Federation Ltd. (after it referred to as 'Federation') for minimum 75% of approximate cost of land with construction cost of building.

5. said Federation is being Negotiated and it is hoped that 75% minimum of total finance needed by society will be allowed per loan by said Federation by mortgaging  the land with depositing title deeds.

6. The copies of plan, specifications, list of facilities/drawings relating the building to be built on the plot prepared by Mr.................Architect has been presented to the builder and the Builder has inspected all documents compulsory for  constructing multi-storeyed building. The builder while given to Society two sets of plans, specifications, list of facilities/drawings and one set whereof is returned signed by the chief promoter. The builder shall present to the H.P. Municipal Corporation required plans for being sanctioned.

7. The builder will buy the land measuring 6 cottahs and the builder shall build for society according to sanctioned or approved plans, specification, amenities and drawings a five-storeyed building with parking space on the said plot of land.

8. The society will pay to builder for land and for building Rs. 78 lakh. The price including laying of drainage/water connections to Municipal mains and electric connections to the H.P.S.E. B. Ltd. mains and the given amenities.

9. The price will be payable to builder per instalments as below:

(a) Rs. 18 lakhs at once  on executing agreement and convincing said society that transfer of said plot of land favouring Builder's will be executed:

(b) A subsequent sum of Rs. 18 lakhs will be paid to Builder on or prior  or beginning of building work by builder whichever is earlier;

(c) A subsequent sum of Rs. 1.5 lakhs will be paid to Builder on or before …..day ……..;

(d) Subsequent sum of Rs. 1.5 lakhs (which amount when paid will be 50% of the total price of land, building and garage spaces to be built by builder) will be paid to the Builders on or prior …..;

(e) In addition to sum detailed in sub-clauses (a), (b), (c) and (d) above, all sums/advances as received by society from time being from Federation under arrangement with them will be paid to builder on its received;

(f) The remaining price shall be paid to builder on completion of building ,getting completion certificate with occupation certificate.

10.

(a) defaulting payment of each two of payments referred to in clause 9 above, the builder will bear right to forfeit the sums already paid and the agreement will be terminated and the chief promoter or the society shall have nil claim against the builder for specific performance or indemnification or for damages or otherwise;

(b) If by a year hereof the society is enable entering into Agreement with H.P. Co-operative Housing Federation Ltd. for getting loans per advance of 75% of approximate cost of with building cost to be paid periodically against building work as it proceeds then despite anything herein contained this Agreement shall stand terminated and no claim for specific performance, damages, indemnification or otherwise on either side would lie and the builder shall return to the chief promoter and society the sums already received after deducting all costs and expenses incurred within three months.

11. On receiving Rs- 36 lakhs per specified instalments the builder will execute favouring society a conveyance of plot of land for Rs. 78 lakhs. All costs/incidentals to conveyance including stamp duty and registration charges will be borne society. The society will not object and make no requisitions concerning the builder's title thereto. The builder will declare them selves not creating any encumbrance on land and charge favouring of H.P. Co-operative Housing Federation Ltd. on the land will a first charge and Builder's right over land will be subject to any such first mortgage favouring the said Federation. Despite the Builder's right in keeping possession of building to be built until the full amount and all other moneys due to builder are paid all the Builder's lawful rights under this Agreement and at law against the Society would remain unimpaired.

12. If any alterations are made in plans by Shimla Municipal Corporation/other authority the society shall accept the same. The builder will not make any future charge on society in accepting such modifications. All outgoings of all types payable to Shimla Municipal Corporation or any other authority from day of conveyance of land favouring society will be paid and borne by society and accepting the Builder's invoices or bills/vouchers and pay the same at once on presentation,

13. The society shall select Clerk of Works for supervising construction work.  Difference of opinion concerning matter emerging regarding construction work between such clerk-of-works and Builder will be decided in accordance with the directions of the said Architect whose decision shall be final and conclusive and binding on the parties.

14. The plans, drawings and specifications shall be and remain the Builder's property until the completion of conveyance favouring society. If any difference emerges  between specifications and plans or drawings, the specifications shall dominate and considered correct and binding despite the drawings. The builder hereby consents/undertakes that it shall remove all surplus material, plant and rubbish from the premises prior delivering possession of Building and at the Builder's own cost. The builder shall clean whole site of all materials and level the compound in good order cemented and/or tiled and usable. The builder will lay the lawns and flower beds and get the pathway in compound as shown in plans concreted prior delivering possession. All plant, equipment and materials brought on the premises by the builder shall be removed at once on completing building work.

15. The builder hereby consents/binds itself and its agents that it shall obey the enactments of all Acts, rules/regulations and bye-laws for time to time enforceable and shall and will give all compulsory notices to get sanction of local authorities relating construction work and will obey building and other regulations of such authority. For any such purposes, the Society's agreement or authority if needed will be promptly given.

16. The Builder hereby undertakes that it will not without the agreement of Society transfer or sub-let the building work or any portion thereof to any person excepting labour, planning, drainage, water supply and electric installations.

17. On any accident or extra work to be done or change made or Force Majeure, Acts of Gods, Civil Commotion, disturbance, conflict of any kind or non-avail ability of materials such as cement, steel, etc. the Builder will bear right for an increase of time proportionately to delay made enabling Builder completing constructions. If opinion differ for increasing time, Architect will calculate time of delay and increase of time for completing construction.

18. The Builder during period of construction retain all its labour/supervisory staff duly insured against all risks for workmen's compensation.

19. The Society will pay directly to Shimla Municipal Corporation any amount payable towards consumption of water by Society after building is occupied and pay the H.P.S.E.B. Limited for consumption of power.

20. The Society/its Architect will inspect the building to be built by Builder from time to time during the time of construction and after receiving notice of completion. Any requisition/objection relating building work and/or if it has been done according with this Agreement shall be intimated to Builder by 30 days of receipt of notice of completion and/or inspection whichever is later. If no requisition made or objection taken by said period of 30 days, right of requisitioning or objecting will cease and ail objections shall be considered to have been waived. Nothing herein contained shall give right to society in delaying or deferring payments to Builder of remaining moneys due to the builder and the same shall be paid on the due dates therefor.

21. The society on it is registered under H.P. Co-operative Societies Act ….. ratify this Agreement and if so needed by builder will at its own cost execute proper documents to confirm and comply terms /conditions and other specification herein contained according to law.

22. All controversie, differences emerging during this Agreement or after it between or among Builder, the society, the chief promoter/Chief Promoter's agent touching or concerning the Agreement between builder and chief promoter and/or the society or the construction or application thereof or any clause or thing in this agreement contained or as to any act, deed or omission of any party in any way concerning to this Agreement or the rights, duties or responsibilities of any party under this Agreement shall be decided through the arbitration under the Arbitration and Conciliation Act 1996 and if any controversies emerges  after the registration of the said society, such controversies shall be referred to Registrar of Co-operative Societies, H.P. under sections …and ….of the H.P. Co-operative Societies Act …...

The First Schedule

Gr. Floor          1st Floor             2nd Floor           3rd Floor           4th Floor

The Second Schedule

Payment of amounts on following dates:

On signing of Agreement Rs.......

....................................2000    Rs.

....................................2001    Rs.

....................................2002    Rs.

Amounts to be received from

Housing Federation Ltd.           Rs.

In witness whereof the parties hereto have executed these presents on the day, month and year first hereinabove written.

Signed, sealed and delivered by Mr. ...................pursuant to Board Resolution of Builders Limited dated .............in the presence of:

Signature

1. ....................

2.......................

Signed and Delivered by Mr. …….the chief promoter in presence of:

Signature

1. ....................

2.......................