

AGREEMENT FOR BUILDING WHERE OWNER
SUPPLIES PLOT OF LAND ONLY.

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

WHEREAS the party of the second part is the owner of the plot of land measuringmetres at.....and more particularly described in the plan attached and therein delineated as red.

AND WHEREAS the owner being desirous of erecting building on the said plot has appointed Shri.....as the architect.

AND WHEREAS the plans, designs, drawings 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 said building have been prepared by the purposes of identification by both the parties.

AND WHEREAS the contractor is willing to enter into an agreement for the execution of the said works for the sum of Rs.....

NOW IT IS HEREBY MUTULLY AGREED as follows:

1. The contractor shall erect on the said plot of land a building in conformity with the plans, drawing and elevations and complete all the and workmanlike manner and to the satisfaction of the said architect and thesaid specifications, plans, drawings and elevations and of this agreement.

2. The contractor will finish and compete 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 which shall elapse after the.....day ofuntil the said

building shall be completed : Provided that if the contractor is prevented by any strike among the workman or by reason of any event beyond his control, the said architect may extend the time for the completion of the works for such reasonable period as he may think fit.

3. If the contractor shall become bankrupt, or shall from any cause whatsoever be prevented from or delayed in proceeding with and completing the said works according to the terms and conditions of this agreement, or shall not proceed with the said works to the satisfaction of the said architect, it shall be lawful for the said architect to leave or cause to be left at the usual place of abode or business of the contractor, a notice or notices in writing for the said contractor to proceed regularly and effectually with the said contractor to proceed regularly and effectually with the said works and in case the said contractor shall, for 7 days after such notice is so left as aforesaid, make default in regularity and effectually proceeding with the said work it shall be lawful for the said architect to employ any other workmen either by contract or measure and value or otherwise to proceed with the said works and complete the same and pay to the said workmen out of the moneys which shall be then due to the said contractor on account of this agreement's the amount of their charges for the same and ; for all necessary materials to be found and provided for such completion ; and if the amount of balance to the credit of the contractor be insufficient to cover such charges for workmen and materials as are last heretofore directed to be paid thereout, and then in such case the said contractor shall and will make good and pay such deficiency on demand.

4. If the said architect shall at any time or times consider any of the workmen employed by the said contractor on the works as in any ways incompetent or as acting improperly it shall in every such case be lawful for the said architect to discharge such workman or workmen, and the said contractor shall without delay put another workman or other workmen in his or their place.

5. In case any of the materials brought on the said premises by the said contractor shall be considered by the said architect unsound or in any respect improper, the said contractor will, upon notice in writing to him or his foreman on the premises given by the said architect cause the same to be removed from off the ground and proceed with the said works with materials corresponding with the said specifications and instructions and approved of by

the said architect and on default of such removal within _____ days after such last mentioned notice, it shall be lawful for the said architect to cause the same to be removed to such place or places as he may think proper, without being in any way answerable or accountable for the loss or damage that shall happen to any materials so removed as aforesaid, and to cause proper materials to be substituted for the same, and to pay all expenses attending such removal and substitution out of the moneys which shall become due to the said contractor by virtue of this agreement.

6. In case the said architect shall consider any part of the said works to have been executed in an unsound and improper manner, the said contractor will cause the same immediately to be taken down and executed in a proper manner to the satisfaction of the said architect without any extra charge or expense whatsoever.

7. If the said architect or the parties hereto of the second part, shall think proper at any time or times to make any alterations or additions to or omission in the works hereby contracted for he or they shall give to the said contractor written instructions for such alterations or omissions signed by the said architect, but the said contractor shall not be considered to claim for the value or otherwise in respect thereof, without such written instructions so signed as aforesaid. Any additional charge by the contractor with respect to such alterations if certified to be correct by the architect shall be paid for in the same manner and at the same time as hereinafter expressed for the payment of the ultimate balance of the said sum of Rs.....

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

9. The said contractor shall provide all the materials of the best kind available in the market for the said building in accordance with the specification mentioned above.

10. The said contractor will not, unless with the consent of the said architect, make any sub-contract for the execution of the works hereby contracted for, or any part thereof, nor unless with such consent as aforesaid assign or underlet the present contract.

11. The contractor shall be paid Rs..... as his remuneration for the labour supplied and material used by him for the aforesaid building in the following manner :

Rs..... shall be paid by 12 monthly instalments of Rs..... each, the first instalment to be paid on and the balance of Rs..... within three months of the completion of the building, provided that in the case of each payment the architect certifies that the work and materials to a sufficient amount shall have been done, executed or provided by the said contractor to the satisfaction of the said architect. Provided also that the said contractor shall not be entitled to payment or receive the said balance of Rs..... until the said architect shall certify under his own hand that whole of said works have been completed and finished to his satisfaction. The decision of the architect shall be binding on the parties and shall be final.

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

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(Owner)

.....

(Contractor)