

## **BUILDER AGREEMENT**

This agreement made at Coimbatore on this **15<sup>th</sup>** day of **April 2015**, between ---  
 ----- resident of ----- hereinafter called the  
 owner, the First party and ----- hereinafter called the  
**PROMOTERS**. The expression of the terms owner and the promoters, whenever they  
 occur in the body of this agreement shall mean and include their respective heirs,  
 executors, administrators and assigns unless and until is repugnant to the context or  
 meaning thereof.

Whereas the owner has entered an Agreement to purchase a plot Nos. 38 & 39  
 admeasuring 1339 Sq.ft. dated 13.03.2015. The owner has got the housing loan  
 sanctioned on 11.04.2015 for the sum of **Rs.28,69,000/- (RUPEES TWENTY EIGHT  
 LAKHS SIXTY NINE THOUSAND ONLY)** for the purpose of constructing a house in  
 the plot No.38 & 39.

Total cost for the construction of the house is .. **Rs.22,34,000/-**

Total Cost for preparing plan, structure,  
 drawings and Engineer fees and cleaning  
 of plots .. **Rs.1,30,000/-**

### **The property bounded as:-**

Coimbatore District, Periyanaickenpalayam Sub Registrar Office,  
 Kondayamplayam Village, S.F.No.33/1Part, S.F.No.33/2 part in this DTP approved  
 No. 90/2014 and named as **"MEADOWS AVENUE"** in this layout boundaries for site  
**No. 38 & 39** as follows:-

North to S.F.No.33/5

East to Site No.37

South to 23 feet East West road

West of Site No. 39

In between

East West on North	-	15 Feet
East West on South	-	15 Feet
South North on East	-	44 Feet 6 inches
South North on West	-	46 Feet 3 inches

In this **681 Sq.ft.**

### **Site No. 39**

North to S.F.No. 33/5

East to Site No. 38

South to 23 feet East West road

West of Site No. 40

In between

East West on North	-	15 Feet
East West on South	-	15 Feet
South North on East	-	43 Feet 3 inches
South North on West	-	44 Feet 6 inches

In this **658 Sq.ft. Total 1339 Sq.ft.**

And whereas the owner is desirous of constructing a super structure comprising of the Ground floor and first floor, and has therefore, appointed M/S. M.S. Property Developers, and the said company has prepared the plans, drawings and elevations of the said intended house and the specification of the works to be done and of the materials.

And whereas B.V. Associates is having vast experience in financials and administration has joined to construct the house on the said plots.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

1. The Promoters will construct the building on the said plot of land in conformity with the plans, drawings, specifications and elevations as prepared by the engineers of the promoters and approved by the owner which has been annexed hereto and marked as Annexure A, with the material of best quality and in the most substantial and workman like manner and to the satisfaction of the owner.
2. The promoters hereby undertake to commence the construction within fifteen days of execution of these presents and complete the construction on or before the expiry of six months from the date of execution of original title deed registered in the name of owner.
3. The owner or his representatives shall be entitled to inspect the progress of the construction work and materials used for the construction and they shall be entitled to point out to the promoters any defects in the construction work, quality of workmanship or materials used when such defective work is in progress or such material is brought on site. The owner can appoint his own engineer to inspect the site, and the said engineer shall certify the same in writing and direct the promoters to rectify at their own cost the defect in the said construction work. This however does not bind the builder carrying out the overall construction of the entire building that is being carried out by them as per general standard practise.
4. The owner shall allow free ingress to and egress from the premises to the builder's servants, employees, sub-contractors and all other persons, who are necessary in connection with the carrying out of the works under the agreement.

5. The owner shall bear charges of any additional items if they need in the construction referring to their portion at extra cost, other than items mentioned in the annexure.
6. The completion of the project is expected in all human efforts to be within the time stipulated herein, which is subject to abnormal conditions of nature and other factors which are beyond the control of the builder and however this does not include the delay on account of any default of payments by the owner.
7. That the cost is confined to the cost of construction only and other levy / duty/ fees imposed by state & central government shall be paid by the owner.
8. The payment clause should be adhered strictly to enable the builder to complete the entire construction in time.
9. The builder assures that the entire superstructure shall be in accordance with the ANNEXUTRE accepted by the owner. The nature of material used for each component of the superstructure is detailed in the annexure attached herewith.
10. All disputes arise between the parties in connection with present construction agreement shall be subject to the jurisdiction of the court at Coimbatore only.

#### **ANNEXURE – A**

**1. FOUNDATION AND BASEMENT:**

- a. Framed structure as per engineer drawing.

**2. SUPER STRUCTURE :**

- a. Columns, Beams and other R.C.C. items structural drawings has been enclosed

**3. BRICK WORK:**

- a. Brick work in C.M. 1:6 mix for all 9” tk. Walls and C.M.1:4 mix for 4.1/2 ” tk. Walls ( with necessary reinforcement for partition walls).

**4. JOINERY WORKS: Joinery Sizes:**

As per drawing

**5. WOOD DETAILS:**

- a. Main door MD : Main Door with sal wood of frames with 5A” x 4” size and shutter of single door with frames of 5” x 2” size.

- b. Other Doors D: Door frames with sal wood of size 4" x 3". Shutters are 3"x2", skin doors with two side finished or as per our engineers recommendation.
- c. Window W: Windows are of ALTECH Brand UPVC frames & shutters and grills with 12 mm square rod to a standard design recommended by our engineer.

**6. ELECTRICAL WORKS:**

- a. Concealed electrical & wiring for single phase with modular switches of GM Brand shall be provided.
- b. Finolex branded 1.00 Sq.mm for light, fan points, power circuits with 2.5 sq.mm wires.
- c. Total points: Necessary electrical points shall be provided as per our Engineer recommendation.
- d. Two way points shall be provided at master bedroom for outer light points.
- e. EB service provision for single phase shall be provided.

**7. PLASTERING:**

- a. Wall plastering in C.M. 1:5
- b. Ceiling plastering in C.M. 1:3 mix

**8. FLOORING & WALL TILES:**

- a. Flooring for all rooms of size 2'x 2' vitrified tiles shall be provided.  
Cost of the tile Rs.45/- per Sq.ft.
- b. Toilet flooring tiles of size 1' x 1' shall be provided.  
Cost of the tile Rs.25/- per Sq.ft.
- c. Skirting is of 3" height vitrified tiles.

**9. WALL TILES:**

For bathroom and kitchen 18" x 12" size tiles shall be provided.  
Cost of the tile Rs.25/- per Sq.ft.

**10. FOR KITCHEN TABLE:**

Kitchen table top with green marble with S.S. sink of size 2'0" x 1'6"

**11. A. PLUMBING WORKS:**

- a. All delivery lines of 1" dia are branded UPVC pipes.
- b. All waterline are 3" dia PVC pipes and closet lines are 4" dia PVC pipes.

**B. PLUMBING FITTINGS :**

- a. EWC (Parryware slimine), shower point with wall mixture (Parryware) at M.bed bathroom toilet and other bathrooms with tap points (Water tec.)
- b. Wash basin (Standard type) will be provided at dining and attached toilets.
- c. One tap for utility washing machine & garden tap shall be provided.
- d. Tank : 1000 liters PVC water tank of ISI quality shall be provided.

**12. U.G. SUMP:**

3000 liters U.G. sump with cover shall be provided.

**13. SEPTIC TANK:**

Janata type concrete rings Septic tank of 5000 liters shall be provided.

**14. PARAPET WALL:**

4 ½” tk wall with required brick pillars.

**15. TERRACE FLOORING:**

Granoo flooring with 1:2:4 mix rough finished.

**16. PAINTING WORKS:**

- (i) Inner walls: Putty finish with one coat of primer.
- (ii) Outer walls & compound wall: Birla white cement 2 coats.
- (iii) For joineries:
  - Main door Ready made skin doors shall be used.
  - Door : Painting 2 coats of enamel.
  - Grill : 2 coats of enamel over primer.

**18. OUTER FLOORING:**

Outer flooring with C.M. 1:5 mix over PCC with 4” tk for open place areas.

**19. ELEVATION WORKS:**

As per drawing.

**PAYMENT SCHEDULE**

1.	Advance				
	Cheque No.	Dated	..	<u>Rs.</u>	<u>1,30,000</u>
2.	On completion of basement				
	30% of the construction cost Rs.21.80 Lakhs				
	Cheque No.	Dated	..	<b>Rs.</b>	<b>6,54,000</b>
3.	On completion of roof concrete 30%				
	of the construction cost				
	Cheque No.	Dated	..	<b>Rs.</b>	<b>6,54,000</b>
4.	On completion of plastering				
	Cheque No.	Dated	..	<b>Rs.</b>	<b>6,54,000</b>
5.	Final payment				
	Cheque No.	Dated	..	<b>Rs.</b>	<b>2,72,000</b>
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			<b>Total ..</b>	<b>Rs.</b>	<b>22,34,000</b>
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**(RUPEES TWENTY TWO LAKHS THIRTY FOUR THOUSAND ONLY)**