|  |
| --- |
| **AGREEMENT** |

|  |
| --- |
| **GREY STRUCTURE CONSTRUCTION** |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **PLOT No** |  |  |  |  |  |  | **RAWALPINDI** |

|  |  |
| --- | --- |
| **PLOT SIZE** |  |

|  |
| --- |
| **BETWEEN** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CLIENT / OWNER** | | **&** | **CONTRACTOR** | |
| **NAME** |  | **NAME** |  |
| **SON OF** |  | **SON OF** |  |
| **CNIC #** |  | **CNIC #** |  |
| **ADDRESS** |  | **ADDRESS** |  |

|  |
| --- |
| **WHEREAS** |

|  |  |
| --- | --- |
| 1 | The Builder/ Contractor is dealing primarily in Construction Business and has the requisite experience, expertise, and resources to provide these services. |
| 2 | The Client is the absolute and lawful owner of above-mentioned plot. He has hired the builder to undertake the construction of the house as per the drawings provided by the consultant at said location. (Hereinafter referred to as the Project). |
| 3 | The Client has accepted the services so offered by the Builder, for the said Project, subject to the terms and conditions set out hereunder. |
| 4 | The contents and attachments here of are integral parts of this Agreement comprising a complete set of architectural, structural and MEP drawings. |

Now, therefore, in consideration of mutual benefits to be derived from this Agreement and for the **Terms and Conditions** herein, the Parties hereto agree as follows:

|  |  |
| --- | --- |
| 1 | The Client shall provide clean and undisputed possession of the plot to the Builder to undertake the construction of the Project. The Builder shall not be responsible for any disputes and/or any approvals required for the Plot and/or Buildings thereon from any Govt. Department / Bahria Town Authorities etc. Moreover, the client shall ensure the provision of the entire layout plans, drawings (complete in all respects, duly approved) and information as required for the construction/ completion of the said house to the Builder before the start of the Project. The Builder shall assist in provisioning of adequate supply of water and power whereas all expenditure/ cost towards these items shall be borne by the Client. |
| 2 | This is “**Square Foot Contract**” of **Rs. 2210 / SFT** for expenditures including materials, civil works, execution and supervision etc. to complete the house on the plot in accordance with the drawings and specifications as provided by the Client, as per Scope of Work. The Builder will ensure that all works are carried out strictly according to the works drawings and specifications provided by the Client. Expected Area & Cost of the project is as follows: |

|  |  |  |  |
| --- | --- | --- | --- |
| **FLOOR** | **AREA** | **RATE** | **AMOUNT** |
| Ground Floor | 3468 SFT |  |  |
| First Floor | 3210 SFT |  |  |
| Mumty | 300 SFT |  |  |
| **TOTAL** | **6978 SFT** |  |  |
|  | | | |

|  |
| --- |
| **SCOPE OF WORK** |

|  |
| --- |
| **Contractor/ Builder ‘s obligations** |

Building of main grey structure of the house according to the structural, architectural, electrical & plumbing drawings provided by the owner and according to scope of work mentioned here.

|  |  |
| --- | --- |
| 1 | Excavation & Compaction of said plot. |
| 2 | Termite Proofing for foundation. |
| 3 | Lean |
| 4 | Construction of Bed & Retaining Wall |
| 5 | Bitumen Coating of Retaining Wall |
| 6 | Chunai up to DPC Level |
| 7 | DPC + Plastic Sheet for Water Proofing. |
| 8 | Chunai up to 7 Feet. |
| 9 | Fixing of Chokath |
| 10 | Tie Beam after 7 Feet |
| 11 | Chunai up to Slab Level. |
| 12 | Ground Floor Kacha |
| 13 | Ground Floos Slab |
| 14 | First Floor Slab - Repeat of Step 8 to 12. |
| 15 | Mumty & Parapet Wall – Repeat of Step 8 to 12. |
| 16 | Construction of all Under Ground and Over Head Water Tanks. |
| 17 | Internal & External Plaster excluding Ceiling Plaster (Ratio 1:4). |
| 18 | Electrical Work – Provision & Laying of Conduits (pipes) on Slab & Walls. |
| 19 | Plumbing Work – Plumbing, Sewage, gas supply line – PPR / UPVC (Includes pressure test). |
| 20 | Front & Back Porches Ramp & Side Passage Kacha. |
| 21 | Boundary Wall |
| 22 | Main Gates x 2. |

Contractor will strictly abide by the quality of work and material as mentioned in the contract agreement and will be bound to facilitate the inspection of the work or material by client or client’s representative at any time.

If there is delay in work of more than fourteen days on the part of contractor, without any valid reason, or if any work is found not according to agreement, then the owner will be free to carry out work at the cost of contractor.

|  |
| --- |
| **Client’s Obligations** |

1. Provision of all working drawings,
2. Provision of water & electricity.

|  |
| --- |
| **MATERIAL DESCRIPTION** |

Material used will be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Lean / Kacha | Ready Mix Concrete | 1200 PSI |
| 2 | Bed / retaining wall | Ready Mix Concrete | 2500 PSI |
| 3 | Water / septic tanks | Ready Mix Concrete | 3000 PSI |
| 4 | Slab | Ready Mix Concrete | 3000 PSI |
| 5 | Bricks | PR1 (Peshawer) | A Quality |
| 6 | Cement | Fauji | A Quality |
| 7 | Steel | Ittehad | 40 Grade |
| 8 | Chokath | Steel | 16 Guage |
| 9 | Crush | Margalla | A Quality |
| 10 | Sand | Margalla | A Quality |
| 11 | Sand Plaster | Chenab | A Quality |
| 12 | Electrical Conduting | Pipes | Popular / Eco Fit |
| 13 | Plumbing | PPR / UPVC | Popular / Masterfit |

|  |
| --- |
| **PERIOD OF COMPLETION** |

The Scope work of the project, mentioned above in the contract will be fully completed in within 05 months with all nitty-gritties from the date of signing of the agreement. Whereas work shall commence within one week of advance payment subject to the issuance of NOC for construction by Bahria Town. However, the parties may mutually agree to extend or reduce the date of full completion of the project.

|  |
| --- |
| **ESCALATION / DESLCALATION** |

No increase or decrease in prices of any material will be responsibility of the client. Neither client or contractor is liable to pay the other any amount resulting from increase or decrease of material prices and vice versa.

|  |
| --- |
| **EXTRA CHARGES** |

In case any changes are made as per site other than drawings, e.g additional construction or demolition of existing structure, its charges will be payable by the client to contractor.

|  |
| --- |
| **TERMS OF PAYMENT** |

|  |
| --- |
| **PAYMENT BREAK DOWN SCHEDULE** |

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Stages** | **Percentage** | **Amount (Rs)** |
|  |  |  |  |
| 1 | Mobilization Advance | 25 |  |
| 2 | Ground Floor - 7 Feet Height Brickwork | 8 |  |
| 3 | Ground Floor Slab | 8 |  |
| 4 | First Floor - 7 Feet Height Brickwork | 8 |  |
| 5 | First Floor Slab | 8 |  |
| 6 | Mumty Slab + Parapet Wall + OHWT | 8 |  |
| 7 | Ground Floor Internal Plaster | 8 |  |
| 8 | First Floor + Mumty Internal Plaster | 8 |  |
| 9 | External Plaster | 8 |  |
| 10 | Passageway + Ramp Concrete | 6 |  |
| 11 | Completion | 5 |  |
|  | **TOTAL** | **100** |  |

|  |
| --- |
| **Explanation of stages of construction & payment schedule** |

|  |  |  |
| --- | --- | --- |
| 1 | Mobilization Advance | Shifting of construction team, Storage construction, excavation and compaction of plot, lay out and lean, procurement of steel for bed & retaining walls, construction of bed & retaining wall, backfill. |
| 2 | Ground Floor – 7 Feet Height Brickwork | Brickwork up to 7 feet height & tie beam concrete. Procurement of electrical & plumbing material. |
| 3 | Ground Floor Slab | Procurement of steel for Slab, shuttering, steel fixing and concrete of Slab. |
| 4 | First Floor – 7 Feet Height Brickwork | Brickwork up to 7 feet height & tie beam concrete. Procurement of electrical & plumbing material. |
| 5 | First Floor Slab | Procurement of steel for Slab, shuttering, steel fixing and concrete of Slab. |
| 6 | Mumty / Parapet Wall | Brickwork up to slab level. Procurement of steel for Slab, shuttering, steel fixing and concrete of Slab, parapet wall & water tank. |
| 7 | Ground Floor Internal Plaster |  |
| 8 | First Floor & Mumty Internal Plaster |  |
| 9 | External Plaster |  |
| 10 | Passageway + Ramp Concrete |  |
| 11 | Completion | Construction of Boundary wall & installation of main gate & completion of any other minor task as per the contract and rectification of any defect if occurred due to deviation in drawings or contract. |

Payments will be made before the start of each stage except completion, which will be paid when all works mentioned in this contract are completed.

Upon successful and satisfactory completion of Grey Structure, the parties may enter finishing contract on mutually agreeable terms and conditions.

|  |
| --- |
| **DISPUTES** |

Any dispute relating interpretation & execution of the agreement or arising there from shall be settled by reference to arbitration by sole arbitrator appointed by each party.

|  |
| --- |
| **ARBITRATION** |

In case of any dispute between the two parties, the matter may be referred to Arbitrators Signing as witness below for the amicable solution, who are trusted by both the parties and their decision shall be acceptable and binding to both the parties.

|  |
| --- |
| **CONTRACTOR’S OBLIGATION** |

Contractor is obligated to follow the drawings issued and follow the bylaws of Bahria Town regarding construction. Contractor is responsible for all liabilities incurred due to deviation from Issued Drawings and Bahria Town bylaws. Liability period is 10 years from the date of completion of Structure. This does not include any natural disasters like earthquake etc.

|  |
| --- |
| **WARRANTY PERIOD** |

Contractor is responsible to make good any defects in structure for 6 months from the date of completion.

|  |
| --- |
| **TERMINATION OF AGREEMENT** |

In case any of the party intends to terminate the agreement due to any justifiable reason, the party shall take the matter to the nominated arbitrator whose decision shall be respected and binding to both the parties and the liabilities till that time by either party shall be settled amicably as per the directive of arbitrator. Any other thing not mentioned in the agreement may mutually be added or discussed and agreed upon between the parties.

Both parties have gone through the contract and read and fully understood every word of it without any ambiguity and vows to strictly abide by it.

|  |
| --- |
| **SIGNATURES** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CLIENT / OWNER & AUTHORITY HOLDER** | | **&** | **CONTRACTOR** | |
| **NAME** |  | **NAME** |  |
| **CNIC #** |  | **CNIC #** |  |
| **SIGNATURE** |  | **SIGNATURE** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **WITNESS / ARBITRATOR** | | **&** | **WITNESS / ARBITRATOR** | |
| **NAME** |  | **NAME** |  |
| **CNIC #** |  | **CNIC #** |  |
| **SIGNATURE** |  | **SIGNATURE** |  |