**AGREEMENT**

**CONSTRUCTION OF GREY STRUCTURE (INCLUDING TILES / MARBLE WORK**

**(WITHOUT MATERIAL)**

This agreement is made on 14th September, 2021.

Between:

Mr xxxx, CNIC No:xxxx, Resident of, (hereinafter called ‘First Party’) which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, executors, or administrators.

AND

Mr xxxx, (Contractor), xxxx, Resident of xxxx (Hereinafter called ‘Second Party’) which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, executors and administrators or the legal representatives, executors or administrators.

WHEREAS the first party is the owner of the plot of Plot No xxxx (hereinafter referred to as the “said plot of land”) and is desirous of getting a house constructed on the said plot of land.

AND WHEREAS the second party is a Building contractor and has agreed to construct the house on the said plot of land.

Lumpsum Agreed rates are Rs xxxx/- (xxxx Rupees Only).

**TERMS OF AGREEMENT:**

1. The Building Contractor shall in consideration of the money to be paid in the manner set forth below to execute and complete the works as per the plan and specifications.

2. Agreement is for Grey Structure including tiles / marble work which includes the following work:

* RCC Walls.
* Foundation, PCC, Strip foundation, Bricks work & Plinth beam.
* Brick masonry under slabs.
* Internal & external Plaster works excluding ceiling plaster.
* Top roof parapet wall Concrete / Brickwork including plaster.
* Floor (Kacha)
* Door Chokaths
* Boundary wall including plaster
* Underground and overhead Water tanks (complete)
* Side passage flooring and Ramp.
* Electrical work (conduiting only) & Plumbing work (PPR) & Sewerage Line (PVC)
* Main D.B Box gauge 16 or 18.
* Formwork will be Plywood.
* Tiles / Marble Work.
* Store room.

4. Work not included are, excavation, backfill, compaction, RCC water proofing, roof treatment, woodwork, doors, cupboards, windows, grill, false ceiling, paint and any other work not mentioned in above rates.

5. First Party is responsible for: provision of electricity & water.

6. Form D, Boring, Electricity & Gas & Water meter connection charges will be responsibility of Party A.

7. Construction will be done as per approved drawings. Any changes/extra work will be charged separately.

8. **DEFECTS LIABILITY PERIOD:**

Any defects, leakages, shrinkage or any other faults which may appear within 6 calendar months from the date of completion of the work, shall upon the direction in writing of the owner and within such reasonable time shall be rectified by the contractor at his own cost.

The owner may employ and pay other persons to set right such defects and faults. The entire cost and expenses incurred thereon shall be recoverable from the contractor.

If in the opinion of the owner the work carried out by the contractor is unsatisfactory, or the progress is slow or it is likely that the contractor would not be able to complete the work within the schedule, the owner shall have the right to terminate this agreement, at the contractor’s risk by giving 15 days notice.

The building contractor shall be responsible for the safe preservation and custody of all materials at the site.

The Owner while retaining possession of the site has only permitted the contractor to enter upon the property for the purposes of constructing a residential house. The owner shall be subsequently entitled at any time to freely enter upon and exercise all acts of possession and ownership over the aforesaid residential site.

9. Party A will be liable to provide material as and when required.

10. **Completion Time**

Completion time is 160 days excluding public holidays (Eid etc) or weather delays. These delays will be notified to Owner of the plot. Work will be deemed completed when plaster work (which is last job of Grey Structure) is completed.

11. **Payment Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Stages** | **Percentage** | **Amount (Rs)** |
|  |  |  |  |
| 1 | Mobilization Advance | 10 |  |
| 2 | Retaining Wall - 8 Feet | 8 |  |
| 3 | 7 Feet Height Brickwork Basement | 5 |  |
| 4 | Basement Slab | 8 |  |
| 5 | 7 Feet Height Brickwork Ground Floor | 5 |  |
| 6 | Ground Floor Slab | 8 |  |
| 7 | 7 Feet Height Brickwork First Floor | 5 |  |
| 8 | First Floor Slab | 8 |  |
| 9 | Mumty Slab + Parapet Wall + OHWT | 5 |  |
| 10 | Basement Internal Plaster | 4 |  |
| 11 | Ground Floor Internal Plaster | 4 |  |
| 12 | First Floor + Mumty Internal Plaster | 4 |  |
| 13 | External Plaster | 4 |  |
| 14 | Passageway + Ramp Concrete | 4 |  |
| 15 | Basement Tiles / Marble Work | 6 |  |
| 16 | Ground Floor Tiles / Marble Work | 6 |  |
| 17 | First Floor - Mumty Tiles / Marble Work | 6 |  |
|  | **TOTAL** | **100** |  |

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Party A Witness Party B