

GRAY STRUCTURE AGREEMENT

THIS AGREEMENT IS MADE on 31st March 2021, Between:

District Karachi Malir, Pakistan (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

Site **Minder Contruaction Company represented by**

Islamabad.

(hereinafter called 'Second Party') which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, legal representatives, executors and administrators or the legal representatives, executors or administrators.

WHEREAS the first party is the owner of the plot of land admeasuring 500 sq. yards bearing Plot No. 137, Road "S", Block F, Naval Anchorage, Islamabad (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.

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. This contract is on a square feet based contract. The Approximate cost per square feet of built area is:

Description	Rate (RS/SFT)	Approximate Area (SFT)	Approximate Cost (Rs)
Basement	2075	2401	4,982,075
Ground Floor, First Floor & Mumty	1775	6795	12,061,125
TOTAL			17,043,200

Area mentioned in above table is approximate. Final measurement will be from shade to shade sft basis and will be measured on completion of each Slab (Lanter).

3. Agreement is for Grey Structure which includes the following work:

- Excavation, Backfill & Compaction.
- RCC Walls.
- RCC Walls Bitumen Coating (Membrane Sheet)
- Foundation, PCC, Strip foundation, Bricks work & Plinth beam.
- Brick masonry under slabs.
- Internal & external Plaster works excluding ceiling plaster.
- Top roof parapet wall including plaster.
- Floor (Kacha)
- Door Chokaths
- Boundary wall including plaster
- Underground and overhead Water tanks (complete)
- Side passage flooring and Ramp.
- Main Gate.
- Electrical work (conduiting only) & Plumbing work.
- Store room.
- Security guard – till the time of completion of work.

5. Work not included are, tiles, marble, roof treatment, woodwork, doors, cupboards, windows, grill, false ceiling, paint and any other work not mentioned in above rates.

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

5. **COST ESCALATION CHARGES:**

The rates in the schedule are based on the basic rates of steel, cement, Crush & Sand. In case of any escalation in these basic rates corresponding downward or upward adjustments shall be made to the contracted amount/values. Rates on 31-03-2021 are as follows:

Ittehad Steel	Rs 134,000 / Tonne	www.ittehad.com.pk
Bestway Cement	Rs 589 / Bag	www.bestway.com.pk
Sand	Rs 22,000 / 800 CFT	
Crush	Rs 42,000 / 800 CFT	
Brick	Rs 15 / Brick	

6. **DEFECTS LIABILITY PERIOD:**

Any defects, leakages, shrinkage or any other faults which may appear within three calendar months from the date of completion of the work, shall upon the direction in writing by 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.

7. 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.

Chokidar will be provided by contractor upto completion of Structure.