

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT IS ENTERED INTO AT \_\_\_\_\_  
ON THIS THE \_\_\_\_\_<sup>TH</sup> DAY OF \_\_\_\_\_ 201\_\_ :- BETWEEN:

**M/S.** \_\_\_\_\_, represented by its Proprietor Mr. \_\_\_\_\_,  
(ID No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) Son of \_\_\_\_\_ aged about \_\_\_\_\_ Years,  
residing at \_\_\_\_\_, hereinafter referred to as PARTY OF THE FIRST  
PART;

AND

**Mr.** \_\_\_\_\_, Son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ Years,  
residing at \_\_\_\_\_, hereinafter referred to as PARTY OF THE SECOND  
PART;

The terms PARTY OF THE FIRST PART and SECOND PART shall mean and include all their respective heirs, executors, administrators, legal representatives and assigns:

WHEREAS Mr. \_\_\_\_\_, who is the land owner of the Schedule "A" mentioned Property vide Doct. No. \_\_\_\_\_, has proposed to sell an Undivided share of land to the extent of \_\_\_\_\_ Sq.ft / Sq.Mt. to the PARTY OF THE SECOND PART herein.

THE PARTY OF THE SECOND PART intends to construct a Flat bearing **No. \_\_\_\_\_ having built up area of \_\_ Sq.Ft., in \_\_\_\_\_ FLOOR.** The location of the proposed Flat is described in the Schedule "C" hereunder and general specifications are contained in Schedule "D" hereunder. Accordingly THE PARTY OF THE SECOND PART approached the PARTY OF THE FIRST PART herein for constructing the same;

AND WHEREAS the PARTY OF THE FIRST PART has agreed to construct the said Flat on the Following terms and conditions;

AND now the party of the first Part agreed to construct about \_\_\_\_\_ **Sq.Ft.**, of Flat (including all common areas) more fully described in the Schedule "C" hereunder for the total construction, the sum of **RS. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY)** and the PARTY OF THE SECOND PART herein has agreed to pay the said amount to the PARTY OF THE FIRST PART.

It is agreed between the parties that the above mentioned amount shall be payable in the following manner:-

1. **Rs.\_\_\_\_\_/- ( RUPEES \_\_\_\_\_ ONLY)** by way of Cheque No.\_\_\_\_\_, Drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch.
2. **Rs.\_\_\_\_\_/- ( RUPEES \_\_\_\_\_ ONLY)** by way of Cheque No.\_\_\_\_\_, Drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch.
3. Balance of **Rs.\_\_\_\_\_/- ( RUPEES \_\_\_\_\_ ONLY)** will be paid within a Period of \_\_\_\_\_ ( \_\_\_\_\_MONTHS) MONTHS from this date.

**NOW THIS CONSTRUCTION AGREEMENT WITNESSETH AS FOLLOWS:-**

1. The Party of the First Part shall construct and the Party of the Second Part shall agree to get constructed area of \_\_\_\_\_ **Sq.Ft.**, of superstructure including all common areas which has been more fully described in the Schedule "C" hereunder.
2. The Party of the Second Part shall make all payments due and payable by him under this Agreement to the party of First Part.
3. The Party of the Second Part shall not have right to hinder the progress of Construction of the building or any part thereof in any circumstances.
4. The Party of the First part shall be liable for electricity service deposit, cable charges and other expenses incidental to power supply.
5. The Party of the First part shall pay all deposits payable to the Tamil Nadu Electricity Board.
6. The Party of the First part has agreed to use good and quality materials for the construction.
7. The party of the Second part agrees to give full co-operation to the first part to get steel, cement, etc., permit for construction by signing the necessary applications, indemnity bonds etc., that may be necessary for the same.

8. The Party of the Second Part agrees to keep up the payment schedule as aforesaid so as to enable the first part to complete the construction of Flat as Contemplated in this agreement.
9. The First Part makes it clear that in all probabilities they will complete the construction within a period of \_\_\_\_\_. In case of any reason beyond their control like floods, riot, civil commotion, prohibitory order from Government, etc., the construction if delayed, the second part agrees to extend the time frame for completion of construction of the flat.
10. The First Part will permit the Second part to have periodical inspections of the construction.
11. Any additional work desired by the Second Part, but not forming part of this agreement, if agreeable to the first part can be carried out, upon payment of additional cost.
12. Any Sales Tax, GST etc., leviable by statutory authorities relating to this construction shall be paid by the party of the first part out of the consideration amount payable under this agreement,

**or**

Any sales Tax, GST etc., leviable by statutory authorities relating to this construction shall be paid by the party of the second part apart from the consideration payable to the first part. The amount payable towards such tax components shall not exceed Rs. \_\_\_\_\_ /\_.

13. The cost of proposed construction and the value of construction is same as the consideration amount specified in this document.

**SCHEDULE "A" PROPERTY**

**(TOTAL PROPERTY)**

**SCHEDULE "B" PROPERTY**

**(Proposed Undivided Share of land to be purchased)**

\_\_\_\_\_ **Sq.Ft.**, of Undivided share of land out of \_\_\_\_\_ Sq.ft. of land described in Schedule – A.

**SCHEDULE "C" PROPERTY**

**(Super structure to be constructed)**

FLAT, bearing **FLAT No.** \_\_\_\_\_, in \_\_\_\_\_ **FLOOR**, having \_\_\_\_\_ **Sq.Ft.**, Built up area inclusive of Common areas.

**SCHEDULE – D**

**(SPECIFICATIONS FOR FLAT)**

- 1) STRUCTURE : R.C.C. Framed Structure, outer Wall \_\_\_\_\_  
inner Wall \_\_\_\_\_ brick works
- 2) JOINERY :
- 3) FLOORING :
- 4) KITCHEN :
- 5) LOFT :

BATHROOM

TOILETS :

FINISHING :

ELECTRICAL :

**COMMON TO ALL FLATS:**

Road side front Grill gate

Common light \_\_\_\_ lights

Common Over head tank

Terrance Common to all

Staircase & railing

Common area taps.

Rainwater harvesting.

IN WITNESS WHEREOF THE PARTIES OF FIRST AND SECOND PART  
HEREIN HAVE SET THEIR RESPECTIVE SIGNATURE ON THE AGREEMENT ON  
THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF:

WITNESSES

1.

FIRST PART

2.

SECOND PART