

Agreement Clauses

- **DESIGN SPECIFICATIONS:**

That the BUILDER/CONTRACTOR will assist in Design Approvals and documentation charges will be paid by Landlord mentioned in Lab and NOC Charges.

- **MATERIAL ARRANGEMENT:**

That the BUILDER/CONTRACTOR will arrange all required material and necessary services for the Construction at site of work subject to payment made by the OWNER/LANDLORD as per agreed schedule of the payment, which has been annexed hereto and marked in Material Specifications.

- **PAYMENTS:**

That the OWNER/LANDLORD shall pay agreed amount on completion of each Construction stage, which has been annexed hereto and marked in Payment Plan. **COST ESCALATION CHARGES:** The rates are based on the current rate of (construction materials), in case of any escalation in these rates exceeding 15%, corresponding downward or upward adjustments shall be made to the contracted amount/values. **COMPLETION:**

That the BUILDER/CONTRACTOR hereby undertakes to complete the construction work in all respects on or before _____. It is an express stipulation that time is the essence of the Contract. The BUILDER/CONTRACTOR shall submit the work schedule and regular site meetings will be held to monitor the progress of the Construction.

- **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 of the Architect or OWNER/LANDLORD and within such reasonable time as shall be specified therein be rectified and made good by the BUILDER/CONTRACTOR at his own cost.

- **MATERIAL SAFETY:**

The BUILDING CONTRACTOR shall be responsible for the safe preservation and custody of all materials at the site. He shall compensate and reimburse the OWNER/LANDLORD for any loss, damages that may arise therefrom.

- **DELAYS:**

If the BUILDER/CONTRACTOR fails to complete the said work within the period as stipulated in the forgoing provision herein, Builder will pay liable to pay Rs. 15,000/- (Rupees Fifteen Thousand Only) monthly as liquidated damages.

- **DEDUCTION OF DAMAGES:**

The BUILDER/CONTRACTOR hereby specifically agree and authorize the OWNER/LANDLORD to deduct such liquidated damages (if any) from any installment of payment becoming due and payable to the BUILDER/CONTRACTOR in terms of this agreement.

- **DELAY IN PAYMENTS:**

That the BUILDER/CONTRACTOR is not liable to pay liquidated damages if OWNER/LANDLORD fails to pay due installment as per agreed schedule of the payment.

- **SCAFFOLDING MATERIALS:**

That the BUILDER/CONTRACTOR shall arrange the materials for scaffolding, centering and shuttering and other similar materials and tools for working, plant and machinery at work site.

- **DAMAGES:**

That the BUILDER/CONTRACTOR shall indemnify the owner in respect of all claims, damages or expenses payable in consequences to any injury to any employee, workman, nominee, invite while in or upon the Said Premises. The BUILDER/CONTRACTOR shall also be responsible for any damage to building, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths.

- **APPOINTMENT OF ENGINEER:**

That the BUILDER/CONTRACTOR shall be bound to appoint an engineer competent to receive instructions from the architect from time to time, on behalf of the BUILDER/CONTRACTOR at all reasonable hours and all directions given to him by the architect shall be deemed to have been given to the BUILDER/CONTRACTOR.

- **PROJECT INSPECTION:**

That the OWNER/LANDLORD or his representatives shall be entitled to inspect the progress of the construction work, material used for the construction and they shall be entitled to point out to the architect any defects in the Construction work, quality of workman ship or material used when such defective work is in progress or being executed or such material is brought on site. If the architect will be satisfied about the objections raised, the said architect shall certify the same in writing and direct the BUILDER/CONTRACTOR to rectify at their own cost the defect in the said construction work or remove such defective materials and the same shall be rectified or removed by the BUILDER/CONTRACTOR as directed.

- **MANPOWER:**

That the BUILDER/CONTRACTOR shall be responsible to arrange all the manpower and to get the work done according to approved specifications.

- **RATE AND PAYMENT SCHEDULE:**

That the BUILDER/CONTRACTOR shall be paid for work done on measurement/inspection of the different stages of work as per stipulated rate and payment schedule attached with this agreement.

- **EXTRA WORK:**

That the area of construction beyond the agreed construction work be treated as extra work and shall be charged separately as per schedule rate agreed by the both parties.

- **AMENDMENTS:**

This Agreement may be amended or modified only by a written notice accepted/agreed by both OWNER/LANDLORD and BUILDER/CONTRACTOR.

- **EXECUTION:**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

- **DISPUTE RESOLUTION:**

That all disputes or differences relating to the specifications, designs, drawings, and as to quality of workman ship or material used in the work or as to any other question arising out of or relating to contract or otherwise in connection with the agreement or carrying out of the works, whether during the progress of the work and after completion of the abandonment thereof shall be referred to Sole Arbitration of two arbitrators one to be appointed by each party of the agreement, the parties would cooperate and lead evidence etc. with the arbitrators and if one the party does not cooperate or remains absent at the reference the arbitrators shall keep record of the oral evidence adduced by the parties and submit the same to court at the time of filling of the award, along with documentary evidence produced before them or him by the parties or their witnesses.

- **Soil Test:**

That if Soil Test Result Suggests more than 5 Feet digging then the extra charges will be paid by Landlord.