**Agreement for Construction of Building between the Owners and The Contractors on Turnkey Basis**

This Agreement made at ................ on this .................. day of .......... 2000,

between

A S/o B resident of .............................

(hereinafter referred to as "the Employer", which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, executors and administrators) of the ONE PART

 and

XYZ Co. Ltd.,

a company incorporated under the Companies Act, 1956 and having its registered office at ......................................

 (hereinafter referred to as "the Contractors" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the Other Part.

Whereas the employer is desirous of constructing XYZ Bungalow and its vacant land bearing Final Plot No. ............... Survey No. ............... Khasra No. ............ situate, lying and being at .................. Tehsil and District ................... (hereinafter referred to as "the said property") and the contractors have offered to construct the same on a 'turnkey basis' and also to prepare the site layout plans, preliminary sketch designs, architectural drawings, structural drawings, service drawings and all other detailed plans and drawings as may be necessary for the proper construction and completion of the said works and also obtain necessary permissions from the Municipal Corporation ........... and other local authorities for executing and completing the said works as hereinafter specified upon and subject to the terms and conditions set forth herein and the conditions set forth in the special conditions hereto annexed and marked as Annexure 1 (all of which are collectively hereinafter referred to as "the said works") at the rate of Rs. .......... per sq. ft. of the built up area of the buildings (hereinafter referred to as "the said contract amount").

and Where as The employer has agreed to appoint the contractors for the said works; and

and Where as the contractors have requested the employer to execute these presents which he has agreed to do so.

Now This Agreement Witnesseth as Follows:

In consideration of the said contract amount to be paid at the times and in the manner set forth in the Schedule of Payments hereto annexed, the contractors shall on and subject to the said conditions, execute and complete the said works more particularly described in Schedule 1 annexed hereto and shown on the said drawings, strictly in accordance with the general specifications annexed hereto and marked as Annexure III.

2. The employer shall pay the contractors the said contract amount or such other sum as shall become payable at the times and in the manner specified in Annexure II.

3. For the purposes of this contract, "built up area" means the total a covered area of the building at floor level out-to-out measurement of wall surface (architectural projection excepted) and shall be inclusive of staircase and balconies.

4. The contractors shall prepare layout plans and general building plans in consultation with the employer and get the same approved by the Municipal Corporation of ......................

5. It is hereby agreed that the contract amount shall be inclusive of-

a.      Preparation of the layout plans, general building plans, detailed architectural drawings, sketches, structural drawings and designs for execution.

b.     Technical supervision of the works.

c.      Obtaining of permission and approvals from all the authorities for the construction, supply of power, water, drainage and other services for the said works.

d.     Cost of all materials for construction.

e.      Wages of labour, technical supervisors, all other workers and staff required for execution of the said works in accordance with the general specifications in Annexure Ill.

f.      Cost of all electrical, sanitary, and plumbing fittings.

g.     Cost of all other items as mentioned in special conditions in Annexure I hereto.

1.

2.