

Ref. No: EDBPL-CONTRACT-20170313

Date: 13/03/2017

This contract document is hereby sealed and signed on the 13<sup>th</sup> Day of March 2017.

**Between**

\_\_\_\_\_

Address:

**HSR Layout  
Bangalore.**

Represented by \_\_\_\_\_

(Here in after called the OWNER and party of the **First part**)

**AND**

**M/s. ECONSTRUCT DESIGN AND BUILD PVT.LTD.**

No. 42/A, BDA complex,

First Floor. HSR Layout

Bangalore 560 102

Represented by its legal directors and promoters.

(Herein by called the EDBPL / CONTRACTOR and party of the **Second Part**).

Further it is stated and confirmed that party of the first part is interested in the construction of Villa project and Party of the second part is into the business of Architectural, Structural, Project Management, and Civil construction like turnkey based contractor.

Party of the second part has seen the Second Party's website and presentation and discussed in detail the completed, in-hand and future project of the company and party of the first part has gone through all the details and approved and appreciated the quality of the work of party of the second part.

It is further agreed and confirmed that Party of the first part has agreed to engage and appointed the party of the second part as Trunkey Contractor (Civil) for construction of villa project situated at the site address:

Hence the said memorandum of understanding.

As discussed the turnkey contract is divided into two parts namely:

1. Consultancy Work Contract Phase:
2. Construction Work contract phase:

It is further agreed by and between both the parties that rate of construction will be ranging from **Rs: 1500 per Sq feet to Rs. 2000/- per Sq feet** based on the items and the specification as well as quantity of the material requirement.

Kindly Note:

The rates specified below are based on certain thumb rules and approximation. The final rate shall be calculated based on the frozen plans.

## **PHASE II: CONSTRUCTION WORK CONTRACT PHASE:**

The complete work shall be carried in the following phases:

Client shall vendor the professional services from EDBPL.

1. Construction Works Contract.

Kindly go through the scope of work for individual services followed on following few pages:

## **PHASE II: CONSTRUCTION WORK CONTRACT PHASE:**

### **PROPOSED CONSTRUCTION OF RESIDENCE FOR **CLIENT NAME** AT JAYANAGARA, BANGALORE.**

**DETAILED SPECIFICATIONS Designed  
for Parking Floor + Two Floor External walls:  
8" thk Block/Brick masonry walls Internal walls:  
6"/4" thk brick/block masonry walls / Or as per  
Architectural drawings. (As few areas 6" walls  
require.**

#### **1. EARTH WORK**

- A. **Excavation** in all soils including hard soils, but excluding soft rock and hard rock for foundation to a depth 3'0" to 4'0" for columns footings and sizes as per foundation drawings including using the selected excavated materials for back filling in foundations, watering and consolidating in layers of 15 cms.
- B. **Anti-termite treatment** for foundations and plinth: in following three stages
  - a. After earth work excavation all sides and base of the trenches before laying PCC 1:4:8
  - b. After plinth filling with the soil, before laying PCC 1:4:8 below flooring
  - c. After complete finishing the building before laying flagging concrete.
- C. **Earth Filling:** Filling of earth in plinth.
- D. **Parking area:** 1'6" lvl. (ROAD LVL 0'-0" LVL), **House portion:** +2'0" LVL.

#### **2. PLAIN AND REINFORCED CONCRETE**

##### **Cement Brand 53 Grade (Birla super/Ultra Tech/Zuari)**

- a. **PCC 1:4:8** : Foundation and below flooring using course graded aggregate of 40mm and down size 4" thick.
- b. **FOOTINGS:** RCC 1:1.5:3 / Or as specified by Structural drawings for Footings as per the drawing with M.S sheet shuttering.
- c. **COLUMNS:** RCC 1:1.5:3 / Or as specified by Structural drawings for columns as per the drawing with M.S sheet shuttering.
- d. **PLINTH BEAMS:** RCC 1:1.5:3 / Or as specified by Structural drawings for plinth beams with M.S/ wooden plank sheet shuttering.
- e. **LINTELS:** RCC 1:1.5:3 / Or as specified by Structural drawings for cut lintels with wooden plank sheet shuttering.
- f. **ROOF SLAB & LIFT WALL:** RCC 1:1.5:3 / Or as specified by Structural drawings for roof slab as per drawings with M.S sheet shuttering. After shuttering Mat to be spread. Water proofing liquid shall be used for beams and slab concreting.

- g. ROOF BEAMS:** RCC 1:1.5:3 / Or as specified by Structural drawings for beams as per the drawings with M.S sheet/ wooden plank shuttering.
- h. Chejjas, Loft's:** At one side of kitchen with M.S sheet shuttering.
- i. STAIRCASE:** RCC 1:1.5:3 / Or as specified by Structural drawings, with M.S sheet shuttering and wooden planks for risers. Folded plate staircase for internal staircase only.

**I. CURING: -**

- a. Columns and Beams shall be covered with gunny bags duly watered continuously.
- b. Columns after casting, the water bottle duly filled with holes 2-3 nos.
- c. Slabs: ponds of size 4'0" x 4'0" with cement mortar dividers shall be constructed. Water height of min 3" shall be maintained for minimum period of 15 days.

- II. Shuttering:** All shuttering poles shall be braced properly. Shuttering shall be levelled before fabrication of reinforcement.  
All the column-beam junction & beam-beam junction gaps shall be closed properly by using cotton waste to avoid leakage of slurry.

- III. De Shuttering:** Beam external sides & column boxes shall be removed after 24 hours of concreting.

Beam bottom up to 21 days, slabs from 15-21 days.

**3. MASONRY WORK**

- a. **Size stone Masonry** in CM 1:6 for foundation as per drawings. (lvls will be checked at site).
- b. **Burnt brick masonry walls:** 9"thk walls in CM 1:6 for all external walls and 4"thk for internal bedroom wall and internal partition walls like Kitchen, utility and toilet.
- c. **Sump:** 10000 litres capacity 6" thk block masonry sump. Providing and fixing of M.S manhole chamber cover of 2'0" x 2'0" size with one coat of primer and two coats of enamel paint. Charged @ 7.5/- rs per litre. For RCC sump charged @ 10/- Rs per litre.
- d. **Parapet wall:** 6" thk solid block masonry 3'-6" height (clear).
- e. **Floor to floor height:** 10'0" unless otherwise specified.

**4. FINISHING WORKS:**

- a. **Plastering in CM 1:4** for ceiling 12mm thick with lime rendering.
- b. **Plastering in CM 1:5** 20mm with lime rendering for internal walls.
- c. **Plastering in CM 1:5** 20mm thick screed/rough to wall for doadoing.
- d. **Plastering in CM 1:5** 20mm thick with sand Face finish for external walls.
- e. **For internal walls:** 2 coats of Asian premium tracker emulsion paint, over one coat of primer, two coat of full putty and touch up putty.
- f. **For External walls:** Two coats of Apex External Emulsion paint for outside including Asian primer.
- g. **Staircase Railing:** M.S. hand rail 50 dia. With bottom M.S. pipe 40 dia for verticals, 16mm dia M.S rods 4 nos for railings in between.

- h. **Waterproofing** for terrace and sunken slab with 20mm down size aggregate & Wpc. Sunken slab water proofing should not be disturbed after completion of works.
- i. **Toilets:** All Sunken slabs to be filled with cinder, PCC 1:3:6 above cinder.
- j. **Flagging concrete** in CC 1:3:6 around the building 2'0" wide including required excavation and consolidation.
- k. **Name Plate:** 20 mm thk Granite slab in compound wall.
- l. **M S Post Box:** 12" wide, 15" Ht. Full deep, including enamel paint, glass shutter with locking arrangement.
- m. **Terrace Railings:** Side wall and M S handrail for the front portion to a height of 2'6"ht. As per elevation
- n. **Cloth Angles:** In terrace two sets, washing stone (2'0" x 2'0") at terrace with tap.
- o. **O H Tank:** O H Tank slab with railings 2'0" ht. (50.00 sqft at 5'0" ht from terrace).
- p. **M.S Ladder for overhead water tank:** Providing and fixing M.S ladder with railings for overhead water tank with necessary enamel paint over a coat of red oxide primer.
- q. **Rain water re charge pit:** 3'0" dia. And 5'0" deep. Adjacent (one) Rain water down take pipe shall be connected to rain water recharge pit or will be connected to the sump tank. Whichever feasible at site as per site conditions.

## 5. FLOORING WORKS

Sr. No.	Description of Areas	Description of finishes	Height from FFL
1	Living, Bedroom, Dining, Kitchen, common areas	Branded vitrified tiles 2'0"x2'0"	Skirting: 4"
3	Parking	Designer concrete tile flooring over PCC 1:4:8 bed concrete	
4	Toilets	Anti skid branded ceramic/vitrified tiles Flooring	
5	Toilets	Glazed branded tiles for Dado	7'-0"
6	Kitchen	Glazed branded ceramic tiles dado height: from kitchen platform top	4'-0"
7	Utility	Glazed branded ceramic tiles dado	4'-0"
9	Staircase(internal duplex folded steps)	Granite flooring for staircase(treads & riser)	4"

**STAIRCASE: 20mm Polished granite:** For external staircase for Treads, risers, landings and skirting, treads with half nosing, skirting with edge chamfering.

**Stainless steel sink @ kitchen & Utility:** Sink: Rs. 2000.00 each kitchen

**Kitchen platform:** 40mm thick black polished granite. Basic rate: Rs 75.00/ sqft.

**WOOD WORK: Main door Frames: Honne Wood Frame.**

**Main door:** (shutters: 1.5" thk. Planks: 3" thk) Honne wood frame of size as mentioned above with Burma Teak wood panelled shutters finished with melamine polish. SS hinges: 4 Nos. 4" length, tower bolts 8" & 6". Handles 2 nos, Godrej lock 1 nos only for Main door @ 1000rs/piece for all floors and magnetic stoppers shall be provided on the rear side.

**All doors: Honne** wood frame of size 1.5"x3" with designer flush shutters of thickness of 30 mm. Basic rate: 120.00/ sqft M S powder coated hinges: 3 nos. 4" length Aluminum powder coated Tower bolts, Handles, cylindrical lock for bed room doors.

**Toilet doors:** Red Sal wood frame with flush door shutters 25mm thk, one side design other side plain M S powder coated hinges: 3 Nos. 4" length, aluminum powder coated tower bolts 6" length & Cylindrical lock, Basic rate 70.00 / sqft.

**Windows and Ventilators:** Sal wood frames and shutter's from honne wood of standard size and design with 4mm thick clear glass finished with enamel paint on both sides. M.S powder coated hinges, tower bolts and hooks will be provided.

**Windows and Ventilators Grills:** 12mm hexagonal bright bars at 2" and 4" c/c vertical 2 Nos of bright flat 12x4mm. Finished with two coats of enamel paint over a coat of red oxide primer.

**Compound wall & M.S Gate:** Earth work excavation 2'6" wide 2'0" deep, PCC 1:4:8, 4" thk. 2'-6" wide, 3 courses of size stone masonry foundation 1'6" wide, 4" thick solid block masonry in CM 1:4, height of 4'6", both sides plastering in CM 1:6 & 2 coats of Ace External emulsion paint. Providing, fabricating and fixing M.S gate of 16 gauge as per architectural drawing. Compound wall shall be Rs 150/- Per Sq feet additional.

### **ELECTRICAL WORK**

Electrician should be present on the roof slab concreting day.

- a. **Internal wiring** with **finolex** of home guard multistrand copper conductor cables.
- b. **Light Points**, sockets in each board, heating points, electronics regulators, MCB, DB as per drawing.
- c. **Switches & accessories** with Anchor roma or gold medal. With metal boxes.
- d. **Conduits** Universal /VIP of 1": for power.
- e. **Earthing-** as per IS 3043.
- f. **Exhaust fan** Provision for toilets and kitchen.
- g. **AC points** location shall be as per drawings in bed rooms.
- h. Conduits for water level controller.
- i. Calling bell with two way switch for each house.

### **PLUMBING AND SANITARY WORK**

- a. **WATER SUPPLY LINES:** Internal & External Piping shall be CPVC of make, Ashirwad.
- b. All Sanitary and Plumbing **ISI fittings.**
- c. **RAIN WATER DOWN TAKE PIPE:** 4" PVC pipe. (Supreme).
- d. **4" PVC:** 4kg/cm<sup>2</sup> for sanitary line. (Supreme)
- e. **CHAMBERS:** 2'0" X 2'0" or 1'6" x 1'6", All Sanitary lines provided with brick/ block masonry chambers at required places including CI chamber covers.
- f. **TAPS:** Hindware fittings (Basic series).
- g. **EWC: Hindware floor** mounted commodes for with flush tank from parryware make.  
Colour: Ivory.
- h. **O.H. TANK:** 1500 ltrs PVC tank from Sintex/Ganga make 2 Nos.
- i. **Shower with wall mixer: Hindware** mixer and shower head (Branded quality, basic range).
- j. **WASH BASINS:** wash basin for all toilets. (Branded quality, basic range).
- k. **Control valves:** shall be lever type as per locations in drawing.
- l. Each tap at terrace and parking area.
- m. Rain water harvesting as per standards and specifications.

**Cement: 53 Grade (Birla super/Ultra Tech/Zuari) @ 370rs/bag**

**Reinforcement Steel: Indus steel: Grade: Fe 500**

**M Sand: As per standards and specifications.**

### **NOTE:**

This quote doesn't include plan approvals, approvals from KEB and BWSSB.

All basic rates mentioned shall be inclusive of all Loading, Unloading, Transportation & delivery at site.

Area of construction considered shall be floor slab end to slab end area only for all floors.

Any civil or finishing works outside the plinth area shall be considered separately.

Construction cost shall be charged as per following formula:

(Total material cost + total labour cost ) 15% overheads and profit.

Water for construction to be provided by clients at free of cost.

Temporary power consumption charges during the civil works to be borne by the owner.

### **ITEMS NOT INCLUDED IN CONTRACT DOCUMENT:**

Panel board to accommodate Meters, Water level controller bore well pump & Sump pump control. KPTCL deposits, Meter charges, Water supply deposits and connections, Electrical light fittings, Bore well, pump, toilet accessories like soap dishes, towel rails, racks, interiors, solar equipment, external solar lines.

Temporary power deposits, meter board charges.

Gas piping.

**ANNEXURE – 01**

**BASIC RATE**

Sl.No.	Particulars	Unit	Rate Rs.
01	Cement 53 Grade ISI For RCC and 43 Grade for flooring, PCC and other areas. Ultratech / ACC / Zuari / Ramco	Per Bag	370.00
02	Steel Fe500 ISI. Indus / TMT	MT	37000.00
03	Vitrified / Porcelain Tiles	Sft	60.00
04	Ceramic Tiles	Sft	45.00
05	Granite	Sft	60.00
06	Teak Wood	Cft	4000.00
07	Sal Wood	Cft	1300.00
08	Honne Wood	Cft	1950.00
09	Flush Shutters	Sft	100.00
10	Staircase Railings	Sft	150.00
11	Bricks	Nos.	6.75
12	8” Solid Block	No.s	50.00
13	6” Solid Block	No. s	32.00
14	4” Solid Block	NO.s	20.00
15	M. sand / Robo sand	Rs	40 per Cu. Ft.



**ANNEXURE: 02**

**QUOTATION & PAYMENT SCHEDULE**

EDBPL shall complete the above stated work with the rate of Rs 1500/- Per Sq feet to Rs 2200 Rs per Sq feet (Taxes as applicable.)

Depending upon the Design, specification, material quantity and type of structure that client generally chooses. This rate we generally finalize once client freezes the design.

The Amount will be released on stage wise basis as under after completion of the mention work or the breakup of the stage wise payment shall be paid to the contractor-in-charge after the completion of every sub-stage of execution. Following is the typical format of the construction contract.

Mobilisation Advance: 10% of the contract amount.

1. **1<sup>st</sup> Stage of Payment:** 10% of the contract amount for the work.
  - i) Earth Work
  - ii) Anti-termite treatment.
  - iii) PCC
  - iv) Footing
  - v) Pedestal
  - vi) Underground sump.
  - vii) Tie Beam
  - viii) PCC for Ground floor area.
2. **2<sup>nd</sup> stage of payment :** 10% of the contract amount for the work:-
  - i) Slab & Beams for 1<sup>st</sup> slab with electrical conduit pipes fixing
  - ii) Columns up to beam bottoms of FF roof.
  - iii) Stair case up to 1<sup>st</sup> slab level.
3. **3<sup>rd</sup> Stage of payment:** For each upper slabs 10% each of the contract amount for the work: -
  - i) Slab & Beams for 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> slab with electrical conduit pipes fixing.
  - ii) Stair case up to that particular level.
4. **4<sup>th</sup> Stage of payment:** 10% of the contract amount for the work: -
  - i) Internal 6” and External 8” Block work for Ground floor, first floor and second floor.
  - ii) Sun shades, lintels for windows and doors and loft as required for 1<sup>st</sup> floor
  - iii) Vascal Fixing for GF Main door and other doors of 1<sup>st</sup> floor.

- iv) Fixing of electrical conduit pipes and Boxes on the walls
- v) Fixing of Internal Concealed water pipe line.

5. **5<sup>th</sup> Stage of payment:** 10% of the contract amount for the work:-

- i) Completion of External Plastering.
- ii) Completion of Internal Plastering.
- iii) Fixing and Finishing of External water Pipe line.
- iv) Finishing of Chamber work.
- v) Finishing of Water proofing on bathroom area.
- vi) Completion of flooring Tiles, Marble and wooden flooring, Kitchen wall and bath room wall and floor Tiling.

6. **6<sup>th</sup> Stage of payment:** 10% of the contract amount for the work:-

- i) Completion of electrical wiring.
- ii) Fixing of all doors.
- iii) Fixing of all windows.
- iv) Completion Primer Internal and External walls.
- v) Completion of 2 coat patty for internal walls.

7. **7<sup>th</sup> stage of payment:** 10% of the contract amount for the work:-

- i) Completing and Finishing of all civil work.
- ii) Fixing of bath room fitting and other plumbing items.
- iii) Fixing of all Doors fittings.
- iv) Fixing of all electrical switches and MCB's
- v) Cleaning of site and handover with Lock & Key with Completion certificate.

After receiving the complete payment till stage 7<sup>th</sup>, the site shall be handed over to the client.

**GENERAL AGREEMENT:-**

MOU made on this 13<sup>th</sup> March 2017 BETWEEN ECONSTRUCT DESIGN & BUILD PVT. LTD. shall be called as (EDBPL) of the one part AND Client

1. EDBPL will Design and construct the building as per the above stated/agreed client requirement.
2. EDBPL will use materials and workmanship of good quality and good standards as agreed. The materials used shall satisfy Indian Standard Specifications.

3. Adequate water proofing should be provided for water tank (sump) and bathroom areas. The curing for the RCC structures will be done by EDBPL taking into consideration the appropriate number of days for curing period.
4. Rates shall remain fixed during the entire construction of the house unless If the cost of material increases more than 5% as stated in ANNEXURE-3 during the construction of the house more than 5%, EDBPL will notify the owner in writing and take approval from the owner in writing prior to proceeding further on construction. The cost of the construction shall be increased subsequently on the pro-rata basis. Escalation of cost of the labour shall not be there during the entire completion of the project.
5. EDBPL will notify the owner in writing mentioning the reason if there is any delay progress of construction work.
6. The owner will transfer the payment amount towards construction to the following account provided by the EDBPL.

**ECONSTRUCT DESIGN & BUILD PVT LTD.**

**Bank: HDFC BANK**

**BRANCH: BTM LAYOUT.**

**Account Number: 50200000209630**

**IFSC No: HDFC0000885**

6. This contract is made between both the parties to ensure the association for completing the above stated projects.
7. EDBPL shall perform all the duties as listed above and with at most sincerity and honesty.
8. Client shall disburse the payment as per the agreed payment plan as stated above without making any delay.
9. Client & EDBPL shall be committed to all the points agreed mutually as stated above between each other. In case of any variations shall be discussed and resolved mutually.
10. It is further to state and confirms that party of the second party has agreed that the said construction of the building will be completed within 12 Months from the date of starting of construction, With +/- of 30 days as grace period.

11.0 It is further agreed upon that the construction will be strictly as per working plan and specifications as finalized and listed here below in detail. No deviation should be done

without written letter from either parties. In case of any such deviation the extra charges shall be decided based on mutual understanding between both the parties.

- 12.0 EDBPL shall not be responsible for any deviation asked by the client which differs from the statutory compliance.
- 13.0 In case of any disputes Bangalore jurisdiction shall be applicable.
- 14.0 One year warranty period from the handover time period shall be given to the client without any additional cost against any cracks, waterproofing system.

IN WITNESS WHEREOF the parties have signed this agreement on the date above.

(Signature)

(Signature)

**EDBPL DESIGN & BUILD PVT LTD.  
CONSTRUCTOR**

\_\_\_\_\_

**CLIENT**

**Witness:**