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CONSTRUCTION AGREEMENT

THIS AGREEMENT OF CONSTRUCTION entered into at Chennai on this the ..... day of March 2024 between :

Mr.....(PAN.....)
(Aadhaar No.....) s/o.Mr.....
aged about.....years, residing at .....
.....

hereinafter called the **PARTY OF THE FIRST PART / PURCHASER,** which term wherever occurs shall mean and include his heirs, executors, administrators, legal representatives and assigns:

AND

01. **M/s. NGB CONSTRUCTION** (PAN AAPFN9965Q) a registered Partnership firm, firm registration No.106 of 2020 issued by Registrar of Firms, Chennai South, having as its Partners 1.Kalpana N Jain, D/o. Ajith Kumar and 2.Narendar G Jain, S/o. Gatmal Jain, having its office at No.82, 2nd Floor, Aalim Centre, Dr. Radhakrishnan Salai, Mylapore, Chennai – 600 004, represented by its duly Authorised Signatory and Partner Mr. Narendar G Jain (Aadhaar No.4119 7067 0222) (vide Resolution of the Partners dated 12.04.2022,

02. **M/s. K V DEVELOPERS** (PAN AATFK6332Q) a registered Partnership firm, firm registration certificate No.423 of 2018 issued by Registrar of Firms, Chennai North, having as its Partners 1.Mahaveer Kumar, S/o. late Mangalchandji 2.Sangeetha W/o. Arjun Kumar 3.Ashok M Jain S/o. Late Munnilalji and 4.Anjana W/o. Ashok M Jain, having its office at Old No. 23/1 EVK Sampath Road, Vepery, Chennai 600 007, represented by its duly authorised signatory and Partner Ashok M Jain (Aadhaar no. 9686 0128 2794) (vide Resolution of the Partners dated 12.04.2022

For K V DEVELOPERS
Partner

For NGB CONSTRUCTION
Partner

Hereinafter called the **PARTY OF THE SECOND PART / PROMOTER** which term wherever occurs shall mean and include their respective successors-in-interest and assigns WITNESSETH;

WHEREAS the Party of the First Part proposed for purchase of the 'B' schedule undivided share out of the A schedule land with the land owner with an intention to put up construction of a flat in the ..... floor bearing Flat No. ..... of an area of ..... Sq.ft., or thereabouts together with one covered car parking in the stilt/ground floor (inclusive of common area) which is more fully described in the **C** schedule hereunder. The construction of building is approved by CMDA / Corporation of Chennai vide Planning Permit No. **OL-PP/NHRB/0167/2023 dated 29.04.2023** and Building Permit No. **OL-PP/NHRB/0167/2023 dated 29.04.2023** and also approved by RERA under registration certificate No.....

AND WHEREAS the Party of the First Part has agreed to entrust the construction work of the said flat to the party of the second part herein for the agreed amount of Rs...../- (Rupees ..... only).

AND WHEREAS both the Party of the First Part and Second Part desire that the other terms and conditions of this Construction Agreement shall be reduced into writing as follows:

NOW THIS AGREEMENT OF CONSTRUCTION WITNESSETH:

1.The Party of the second part will clear and prepare the site and will erect the **C** schedule Flat in a thorough and workman like manner, with best materials. The works will be in accordance with the specifications attached to this agreement.

For KV DEVELOPERS

Partner

For NGB CONSTRUCTION

Partner

2.Subject to the condition contained herein, the party of the first part herein agreed to pay the party of the second part a total sum of Rs...../- (Rupees .....only) out of which the Party of the first part has this day paid a sum of Rs...../- (Rupees .....only) towards advance and the balance construction cost is agreed to be paid as detailed below:

a) Rs...../- on completion of basement level
b) Rs...../- on completion of Ground floor roof
c) Rs...../- on completion of first floor roof
d) Rs...../- on completion of second floor roof
e) Rs...../- on completion of third floor roof
f) Rs...../- on completion of Brick work
g) Rs...../- on completion of plastering work
h) Rs...../- on completion
i) Rs...../- at the time of handing over possession of the flat.

3.The cost of construction agreed herein is the final one amount and the same will be paid in the manner mentioned above for the construction, sanitary and electrical connection, Water connection and other amenities as per the Specification given.

4.The party of the second part will complete the construction within ..... months from this date.

5.The possession of the flat will be handed over to the party of the first part on receipt of entire balance cost of construction (if paid by cheque on encashment) against the party of the first part signing the respective taking over letters.

6.The cost of electrical fittings like bulbs, fans fittings, etc., will be that of the party of the first part only and the party of the second part will provide only electrical

For K V DEVELOPERS
Partner

For NGB CONSTRUCTION
Partner

points. The party of the Second part shall bear electricity deposits and water connection deposits relating to the **C** schedule flat.

7.The party of the first part shall have no right to hinder the progress of construction of flat under any circumstances, if hindered in any way, the Party of the Second Part shall at his discretion to proceed further and complete the entire construction work at the risk and cost of the Party of the First Part herein.

8.The Party of the first part will become a member of the Association proposed to be formed by all the other co-owners and also undertake to abide by all the rules and regulations to be framed by the said Association on completion of the entire Project.

9.The payment clause should be adhered to strictly to enable the Party of the Second part to go ahead with the completion of construction of the entire building in time without any delay. The Party of the Second part will have the charge or lien on the said premises for the balance amount due by the Party of the first part until they are paid.

10.The Party of the Second Part will not be liable for any delay in Corporation of Chennai / MMWSB, Electricity , Water and Sewerage Board giving their connections in respect of Water, Drainage and Electricity inspite of follow up actions taken by the Party of the Second Part.

11.The Party of the First Part shall enjoy the proposed flat as mentioned in the **C** Schedule hereunder along with other co-owners of the other flats/flats according to the normal practices, conventions, restrictions and obligations that are common to the system of ownership flats/flats among others, those in particular in the enjoyment of open space rights of others, walls, passages, sewers, drains and water courses and such other items that are common to each other.

For K V DEVELOPERS

Partner

For NGB CONSTRUCTION

Partner

12.The Party of the first part as a matter of necessity shall and will enjoy the property described in the A Schedule consistent with the rights and interest of other owners of undivided share of the property and to use all sewers, drains, water courses now in or upon or hereafter to be installed or created or erected therein and any part thereof in common with the said co-owners and permit freely to run and pass water, soil through or along the same or any of the proportionate share of the monthly common and/or periodical charges and contributions connected with the common amenities like electrical charges of pump etc, general lighting, watchman and cleaners salary, the cost of repairing and maintaining all such common amenities like water courses, sumps, sewers, drainage, pump sets, compound walls, common lighting , road and passage etc.

13.The Party of the First part shall not make any alterations to the elevations or change the outer colour scheme of the said premises and shall maintain the uniform look of the Building. The proposed construction over the A Schedule shall be named as ..... over which either the Party of the First Part or their legal heirs have no right to demand for change of the scheme name at any stage in future and even if such demand arises in future, the same will not be valid.

14.The Party of the First Part shall not allow the Premises to be used for any illegal or for any acts prohibited by Law.

15.The Party of the first part shall not be entitled to claim partition of the undivided share proposed to be conveyed in his favour and the same shall always remain impartiable.

16.The Party of the first part shall keep the premises, internal walls, sewers, drains, pipes and appurtenances in good tenantable condition and shall permit workmen to enter into upon the said premises or any part thereof for maintenance, repairs and replacements etc.,

For KV DEVELOPERS

Partner

For NGB CONSTRUCTION

Partner

17. It is further agreed that any extra work or fittings specifically required by the Party of the First part other than those mentioned in the D Schedule hereunder shall be paid for separately in advance by the Party of the first part.

18.The Party of the first part covenants to bear the GST, Registration charges on the building imposed by the local/State/Central Government as and when demanded and also undertakes to indemnify the Party of the Second part/Promoter from such claim/demand.

19.The Party of the first Part undertakes to pay the necessary stamp duty and sales Tax if any levied for the flat mentioned in the **C** Schedule hereunder.

20.The Party of the First Part undertakes to pay a sum of Rs...../- (Rupees ..... only) each month on or before 5th of every succeeding English Calendar month from the date of communication/intimation of the completion of the C schedule flat towards proportionate amenities charges, i.e. Watchman and cleaners salary, water, pump, common lighting etc. and other maintenance charges. The same shall be paid to the Party of the Second Part till the date of completion of the entire Project and the same shall be paid to the Association on its formation.

21.Total area means comprising of individual carpet area and proportionate common area, i.e. half area in the common wall including the area covered by staircase and its landing area, head room, common verandah, over head tank area etc.,

22.The payment Schedule should be adhered strictly by the Party of the First Part.

23.CLAIM: If any payment is left over by the Purchaser even after taking delivery of the flat and receipt of No Dues and Possession Certificate, the Party of

For K V DEVELOPERS

Partner

For NGB CONSTRUCTION

Partner

the Second Part is entitled to claim such left over payments as and when found out by the Party of the Second Part.

24. DOCUMENTS – The Party of the Second Part undertakes to furnish only one set of title deeds for scrutiny of title by the purchaser or his/her legal advisors and any extra copies are required, the purchaser is entitled only on payment of required additional cost specified by the Party of the Second Part.

25.COMMON AMENITIES - MAINTENANCE - The Purchaser undertakes not to raise any objection in maintaining the common amenities by the Party of the Second Part till the entire Project is completed and handed over to the Association.

26.The **C** Schedule flat shall be used by the Purchaser/Party of the First part for residential purpose and without disturbing the rights and enjoyment of the other flat/flat owners of the **A** Schedule property.

29.Any dispute arising between the parties herein on account of breach of the terms of this Agreement, the same may be referred to Arbitration and the decision of the Arbitrators shall be binding on both parties and the jurisdiction shall be at Chennai only.

SCHEDULE OF PROPERTY
A SCHEDULE

Vacant land bearing old Door No.2, New Door No.3, Wallace Garden First Street, Thousand Lights, Chennai - 600 006,Old Municipal Door No.19 part, and Land admeasuring 4 Grounds and 1625 Sq.ft.as per documents (part of Plot Nos.50 and 51 in L A No.83/1959 by Corporation of Madras) and comprised in part of old Survey Nos.416, 419, 420, and part of R S Nos.60/1, 62 and 66/2, (and as per Extract from the Permanent Land Register comprised in R.S.Nos.62/30, 62/74 and 62/29) Nungambakkam Village, Block No.13, Egmore Nungambakkam Taluk, Chennai District and bounded on the:

For K V DEVELOPERS

Partner

For NGB CONSTRUCTION

Partner

North by : Wallace garden 1st Street

South by : New door No. 6 (Old Door No.25), New No.6A (Old Door No.24), Wallace Garden 3rd Street

West by : New door No. 5 (Old Door No.3), Wallace Garden 1st Street

East by : Wallace Garden 3rd Street

and situated within the Registration District of Central Chennai and Sub Registration District of Chennai Central Joint II.

'B' SCHEDULE

.... Sq.ft. Undivided share out of the A schedule land

C SCHEDULE

(Flat proposed to be constructed for the Purchaser)

FLAT No....., in the ..... floor, of an area of ..... Sq.ft., together with one covered car parking in the stilt/ground floor (inclusive of proportionate common area.)

D SCHEDULE

Specifications - enclosed

IN WITNESS WHEREOF THE ABOVE NAMED PARTIES HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

PARTY OF THE SECOND PART **PARTY OF THE FIRST PART**

WITNESSES:

1.

2.

For NGB CONSTRUCTION

Partner

For KV DEVELOPERS

Partner



our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

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