**AGREEMENT**

*Parties*

*Recitals*

*Desire to build*

*Agreement to build for a lump sum*

*Obligation to build*

**THIS AGREEMENT IS** made on the day of in the year of our lord two thousand and eight, BETWEEN Peter Wilson and Vilma Wilson of 76 Gaysham Avenue,Gants Hill, Ilford (hereinafter called “the owner” )of one part and Mikey seecharan pariagh, of Paharry Village, Toco Road, Sangre Grande in the island of Trinidad, hereinafter called the builder of the other part

**WHEREAS**

1. The owner is desirous of building dwelling – house on certain land situated at lot 55, Phase III, Bon Accord, in the Parish of St.Patrick and has caused drawings and a specification attached at the back setting forth the work to be done to be prepared by architect.
2. The builder has agreed to execute and carry out the said works in accordance with the said drawings and specifications for the lump sum of one million and five hundred thousand Trinidad and Tobago dollars (TT$1,500,000), inclusive of the value added Tax.

NOW IT IS HEREBY AGREED as follows:

1. **The builder for the consideration hereinafter mentioned** shall at his own proper costs and charges forthwith erect and build with reasonable care, in a substantial and workmanlike manner upon the land of the owner coloured pink on the plan hereto annexed and marked “vw 1” dwelling houses according to the plans elevations and specification signed by both parties and here to annexed and subject to the directions and approval of the said architect or other architect for the time being employed by the owner for supervising and certifying the said work (hereinafter called “the architect”).
2. The plans detail drawings and specification shall be and remain the property of the owner but during the progress of the work the same shall be in the custody of the architect who shall deliver them to the owner when the contract shall have been performed. Should there be any discrepancy between the plans detail drawings and specification the specification shall prevail and be deemed to be correct and binding notwithstanding the drawings.

*Possession, etc of plans, drawings and specifications*

*Time for completion*

*Provision of materials*

*Pulling down and rebuilding*

1. The owner shall give to the builder vacant possession of the site on or before the day of and the builder shall complete the said dwelling house so as to be fit for occupation and remove all surplus material plant and rubbish from the site on or before the day of .
2. The builder shall provide all materials and all scaffolding plant tools and tackle necessary for the purpose of completing the said dwelling house and outbuildings. All such materials shall be the best of their respective kinds and shall be approved by the architect. If any materials shall be brought on to the site which shall not be approved by the architect the builder shall at his own expense remove them and in lieu thereof provide such materials as the architect may approve.
3. The builder shall forthwith take down and rebuild any work or part of the buildings which is not to the satisfaction of the architect and any certificate given by the architect under clause 10 hereof shall not discharge the builder from liability under this clause.
4. All Plant and materials brought on to the site by the builder shall be deemed to be the property of the owner who shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever

*Property in materials*

*Compliance with statutes and byelaws etc*

*Extras and variations*

1. The builder shall conform to the provisions of every Act of Parliament statutory instrument byelaw or regulation for the time being in force affecting the said buildings and will give all necessary notices and obtain every requisite sanction in respect of the said works under every such statute instrument byelaw or regulation and will keep the owner indemnified against all fines penalties and loss incurred by reason of any breach of any such statute, instrument, byelaw or regulation.
2. If the owner shall require any deviation from the said plans drawings and specification or any additional or other work to be done the builder will carry out the work according to such requirement and do the additional or other work in a substantial and workmanlike manner within the time prescribed by and to the satisfaction of the architect who shall estimate the value of the same at the fair value thereof and the owner shall on the final completion of the said buildings pay to the builder the amount of such valuation. If the owner shall not require part of the work contained in the specification to be done the builder will make such deduction from the price mentioned in clause 10 hereof as the architect shall certify in writing to be fair and reasonable.
3. In any of the following cases namely where delay is caused by (i) strike or lock-out of workmen (ii) accident to the works for which the builder is not responsible (iii) bad weather (iv) extras or variations as in clause 8 hereof mentioned (v) *force marjeure*  or other reasonable cause the architect shall grant such extension of time for the completion of the works as shall appear to him to be reasonable and shall grant such an extension even though the date specified in clause 3 hereof has passed

*Delays*

*Payment*

1. The said sum of One Million and Five hundred thousand trinidad and tobago dollars(TT$1500,000) shall be paid by the owner to the builder in manner following that is to say
   1. 30% of the said sum as an initial deposit and after which the contractor shall commence the work from the seven days after the initial deposit is paid
   2. 30% of the said sum shall be paid as soon as the architect shall certify in writing that the foundation has been laid out
   3. 20% of the said sum as soon as the architect shall so certify that the said building is roofed and covered in.
   4. 10% of the said sum as soon as the architect shall so certify that the said building has been completed in all respects according to the said plans detail drawings and specification which shall include the list in the schedule 1 annexed hereto.

As to the 10% of the said sum being the residue of the said sum the same shall be retained by the owner for Six months after the date of the last mentioned certificate of the architect and shall be applied in making good any cracks sinking or settlement or any other defect in the said buildings which shall become apparent in the course of such year and shall in the opinion of the architect be due to defective work or materials and subject thereto the said residue shall be paid to the builder at the expiration of such Six months.

*Inability of the builder to build*

*Delay or neglect by builder*

1. If the builder become unable for any reason or refuse or neglect to carry out the work the owner or the architect by notice in writing sent to the builder by registered post or by recorded delivery service or left on the site of the said buildings may determine this contract. Upon the service of such notice all claims of the builder under this contract shall cease.
2. Should the builder fail in the due performance of the works or any part thereof or to proceed with the same to the satisfaction of the architect the owner may by notice in writing under the hand of the architect determine the contract so far as regards the performance or completion of the same by the builder but without thereby affecting in other respects the obligations and liabilities of the builder. On such determination of the contract as aforesaid the further use by the contractor of the plant implements and materials then upon the ground shall cease and the owner may employ other contractors or workmen either by contract by measure and value or by day work to perform and complete the works or to rectify the defects in the work or himself complete and perform the same rectify the defects in the work and the cost charges and expenses of such completion or rectification shall be paid to the owner by the builder or may be deducted by the owner from any money due or to become due to the builder and the certificate of the architect shall be final and binding with respect to the sum or sums or balance of the money to be paid by or to the builder.
3. The builder shall indemnify the owner against any liability loss claim or proceedings whatsoever whether arising by common law or by statute in respect of personal injury to or to the death of any person whomsoever arising out of or in the course of or caused by the execution of the work unless due to any act or default of the owner or for any person for whom the owner is responsible under this contract and against all actions claims and demands whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of his contract by the builder his workmen servants or agents.

*Accidents to workmen and others*

*Injury to premises or adjoin owners or occupiers*

*Provision to relieve builder in case land found unsuitable for foundations*

1. Until this contract shall be completed the builder shall be and remain responsible in every respect for and shall replace and make good all loss injury or damage to the works or site or to the other land, buildings or other property of the owner or to the owners or occupiers of any land or buildings adjoining which may be caused or done by him or his workmen and shall indemnify the owner against the same and all claims in respect thereof.
2. If the excavation for the foundations of the buildings to be erected in accordance with this contract the builder shall find that the land is not suitable for erecting the said building the builder shall be relieved of the above contract.
3. In case any dispute or difference shall arise between the parties hereto touching or relating either to the said building or works or to any other matter or thing arising under this contract the same shall be referred to an architect to agreed by both the parties whose award shall be final and binding upon both the said parties. Such reference shall be deemed to be an arbitration pursuant to the Arbitration Act in force of Trinidad and Tobago and or any statutory modification or re-enactment thereof for the time being in force

*Arbitration*

**SIGNED AND DELIVERED** by the **}**

within named **Peter Wilson and }**

**Vilma Wilson** as and for her act }

and deed in the presence of: - **}**

**SIGNED AND DELIVERED** by the **}**

within named **Mickey seecharan }**

as and for his act and deed in the **}**

presence of: - **}**

**Before me**

**Attorney at law**