

## SAMPLE BUILDING AGREEMENT

Made at [INSERT LOCATION OR LAW OFFICE NAME]

Date: [INSERT DATE OF AGREEMENT]

This is a sample contract provided for reference. Actual contracts will be customized and legally binding upon mutual agreement.

***by and between***

**[EMPLOYER COMPANY NAME]** Company Registration No.: [EMPLOYER REG. NO.]  
Office Address: [EMPLOYER ADDRESS] (hereinafter referred to as the “**Employer**”)  
Represented by: **[EMPLOYER REPRESENTATIVE NAME]** of the one part

(a copy each of the Certificate of Registration of the “**Employer**” and Thai National ID Card of **[EMPLOYER REPRESENTATIVE NAME]** is attached hereto as **Annexure A**)

***and***

**[BUILDER COMPANY NAME]** (Company Registration No.) (operating as Pattaya House Builder), a Thai limited company with its office address at [EMPLOYER ADDRESS] (hereinafter referred to as the “**Builder**”), represented by its authorized director, [BUILDER REPRESENTATIVE NAME], of the other part

(a copy each of the Certificate of Registration of the “**Builder**” and the Passport of **[BUILDER REPRESENTATIVE NAME]** is attached hereto as **Annexure B**).

“**Employer**”’s \_\_\_\_\_  
Initial

“**Builder**”’s \_\_\_\_\_  
initial

## RECITALS

**THIS AGREEMENT** is made and entered into in reliance upon the accuracy of the following recitals, which the parties hereto acknowledge as true and accurate.

The "**Employer**" is the legal owner of the land located at **[PROJECT LOCATION]**, and desires to engage the "**Builder**" to construct a residential property according to a mutually agreed master plan, architectural documents, and engineering standards. The Builder agrees to construct [DESCRIPTION OF THE PROPERTY: e.g., one luxury pool villa] on this land.

**NOW THEREFORE**, the parties hereto agree as follows:

### **Article 1: Parties**

This Agreement is made between:

- Employer: The legal owner of the land where the house will be built.
- Builder: A registered construction company in Thailand, responsible for designing, managing, and building the house.

### **Article 2: Scope of Work**

The Builder agrees to construct a residential building with swimming pool on the Employer's land in accordance with the following documents (collectively referred to as the Essential Documents):

1. Approved architectural layout plan
2. 3D renderings
3. Technical construction drawings
4. Quotation and specifications list

"Employer"'s \_\_\_\_\_  
Initial

"Builder"'s \_\_\_\_\_  
initial

The construction includes civil works, plumbing, electrical, and finishing per Thai engineering standards.

### **Article 3: Timeline and Delays**

- Start Date: Within 10 days of contract signing.
- Completion Period: 7 months from the actual start date.
- Delays: In case of rain, authority delays, or agreed variations, an extension will be granted upon written notice and agreement.

If the Builder fails to start or finish on time without valid reason, the Employer may charge a daily penalty of 3,000 THB (late start) or 5,000 THB (late completion).

### **Article 4: Building Cost and Payment Terms**

Total Cost: The construction cost is calculated at 25,000 THB per square meter of constructed area, inclusive of all labor, standard materials, and VAT.

This price includes:

- Foundation and structure
- Roof
- Plumbing
- Electric
- Walls
- Plastering
- Ceiling
- Tiling (installation only)
- Euro window systems
- Skimming
- Painting

“Employer”'s \_\_\_\_\_  
Initial

“Builder”'s \_\_\_\_\_  
initial

Please note:

While the following items are not included in the 25,000 THB/sqm price in terms of material cost, installation is fully included:

- Floor and wall tiles (generally 500–700 THB/sqm depending on selection)
- Air conditioning units (varies by brand and model)
- Sanitary ware and electrical fixtures (such as toilets, downlights, switches, chandeliers, etc.)

Also excluded from the base price:

- Fence wall (quoted separately depending on land size and layout)
- Built-in furniture and loose furniture (both material and installation are not included)

All excluded items can be quoted and supplied upon request.

Payment Schedule:

1. 10% - Upon contract signing
2. 12.5% - After piling and ground floor completion
3. 15% - After structure of 1st and 2nd floor
4. 15% - After roof and wall completion
5. 15% - After plastering, pool structure, rough plumbing and electric
6. 12.5% - After tiling, ceilings, and electrical work
7. 10% - Upon completion and handover
8. 10% - After rectification of defects, 30 days post-handover

Payments to be made via bank transfer within 7 days of invoice.

#### **Article 5: Practical Completion & Handover**

“Employer”'s \_\_\_\_\_  
Initial

“Builder”'s \_\_\_\_\_  
initial

Once the Builder considers the work complete:

- A notice will be sent for inspection.
- The Employer has 30 days to inspect and issue a Snagging List for minor issues.
- Builder has 15 days to correct them, after which handover and final payment take place.

If the Employer does not respond within the time period, the work is deemed practically complete.

#### **Article 6: Builder Warranties**

- 10 years: Structural integrity (foundation, roof, beams, load-bearing elements)
- 2 years: Finishing work (walls, fences, tiling, etc.)
- Product warranties: As per manufacturer (e.g., AC units, water heaters)

The Builder shall repair any issues resulting from faulty workmanship or materials during the warranty period at no extra charge.

#### **Article 7: Variations**

All changes to the work, including upgrades, replacements, or removals, must:

- Be formally agreed upon in writing
- Include price and timeline adjustments
- Be documented via updated quotation and technical drawing

Urgent safety-related changes may be approved verbally but must be confirmed in writing within 3 days.

“Employer”'s \_\_\_\_\_  
Initial

“Builder”'s \_\_\_\_\_  
initial

**Article 8: Termination**

Employer may terminate the contract if:

- The Builder does not meet deadlines after a 30-day cure period
- Serious faults or insolvency arise

Builder may terminate if:

- The Employer delays or refuses payments
- Access to the site is denied

In either case, termination must be in writing with reason provided.

**Article 9: Dispute Resolution**

All disputes will be governed by Thai law and resolved in Thai courts. Both parties agree to attempt informal resolution before proceeding legally.

**Article 10: Final Notes**

- The Builder shall obtain the building permit in the name of the Employer.
- No third-party contractors may be hired by the Employer without written approval.
- The Builder shall maintain proper site safety and insurance.
- Notices must be made in writing in English.

“Employer”'s \_\_\_\_\_  
Initial

“Builder”'s \_\_\_\_\_  
initial

**IN WITNESS WHEREOF** this Agreement is made in duplicate having corresponding substance and effect. The parties hereto, each retaining one copy, having read and understood the whole of the contents herein hereby hereunto write affix and/or execute their respective signatures in the presence of witnesses.

Signed ..... **“Employer”**  
[EMPLOYER COMPANY NAME]  
represented by [EMPLOYER REPRESENTATIVE NAME]

Signed ..... **“Builder”**  
[BUILDER COMPANY NAME]  
represented by [BUILDER REPRESENTATIVE NAME]

Signed ..... Witness  
( )

Signed ..... Witness  
( )

**“Employer”**'s \_\_\_\_\_  
Initial

**“Builder”**'s \_\_\_\_\_  
initial