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HOUSE CONSTRUCTION AGREEMENT

For Construction of a G+1 Residential House

This House Construction Agreement ("Agreement") is made on **10 October 2026** at **Patna, Bihar**, between the following parties:

Mr. Amit Kumar
24 Boring Road,
Patna, Bihar – 800001
Mobile: +91 98765 43210
Email: amit.kumar@example.com

Hereinafter referred to as the **"Owner"**.

AND

M/s Sharma Construction
Through its Proprietor, **Mr. Rajesh Sharma**
15, Kankarbagh Main Road,
Kankarbagh, Patna, Bihar – 800020
Mobile: +91 91234 56789
Email: sharmaconstruction@example.com

Hereinafter referred to as the **"Contractor"**.

The Owner and Contractor are individually referred to as a "Party" and collectively as the "Parties".

1. PROJECT DETAILS

The Owner has engaged the Contractor for construction of a **G+1 residential house** at:

Plot No. 124, Danapur, Patna, Bihar – 801503

The approximate built-up area covered under this Agreement is:

Floor	**Approx. Built-up Area**
Ground Floor	1,100 sq ft
First Floor	1,100 sq ft
Total	**2,200 sq ft**

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The construction shall be carried out in accordance with the architectural drawings, structural drawings, specifications, BOQ and other documents forming part of this Agreement.

2. SCOPE OF WORK

The Contractor shall provide the labour, supervision, tools, equipment, scaffolding and construction materials necessary to complete the Works described in this Agreement and its Annexures.

The Works generally include:

1. Site preparation and setting out.
2. Excavation and earthwork required for the building.
3. PCC and foundation works.
4. Reinforced cement concrete structural works including footing, columns, beams, slabs and staircase.
5. Brick/block masonry.
6. Internal and external plastering.
7. Waterproofing works as specified.
8. Floor and wall tiling.
9. Doors and windows.
10. Internal and external painting.
11. Electrical conduit, wiring and associated electrical works.
12. Plumbing pipework and associated plumbing works.
13. Sanitaryware and bathroom fittings.
14. Basic external works directly associated with the building.
15. Labour, scaffolding, shuttering and ordinary construction tools required for the above Works.
16. Cleaning of the building before handover.

The detailed scope, material specifications and included works are provided in Annexure A.

3. CONTRACT DOCUMENTS

The following documents shall form part of this Agreement:

1. This House Construction Agreement.
2. Quotation as submitted
3. Annexure A – Scope, BOQ and Material Specifications.

Where there is a conflict between the documents, the Parties shall first attempt to resolve the matter through written clarification based on the latest approved drawing or written instruction.

No verbal change to the agreed scope shall be treated as a contractual variation unless confirmed in writing.

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4. DRAWINGS AND TECHNICAL DOCUMENTS

The Contractor shall execute the Works in accordance with the architectural and structural drawings issued for construction.

The drawings forming part of this Agreement include the architectural floor plans, elevations, sections, structural drawings and relevant electrical and plumbing drawings listed in Annexure B.

The Contractor shall not intentionally deviate from the approved drawings without obtaining the Owner's written approval.

Where a drawing requires clarification before execution, the Contractor shall bring the matter to the Owner's attention before proceeding with the affected work.

Where the Contractor is responsible for any design, detailing or engineering input, such responsibility shall be expressly agreed in writing before the relevant work is executed.

5. MATERIALS AND QUALITY

The Contractor shall provide materials of the makes, grades and specifications stated in Annexure A.

The principal materials and example specifications include:

- **Cement:** ACC or equivalent approved BIS-compliant cement of appropriate grade.
- **Reinforcement steel:** Fe 500D TMT reinforcement from an established BIS-compliant manufacturer.
- **Bricks/blocks:** Good-quality masonry units suitable for the specified construction.
- **Flooring:** Kajaria vitrified tiles for principal floor areas and suitable anti-skid tiles in bathrooms and other wet areas.
- **Electrical wiring:** Havells or equivalent approved brand, using appropriately rated copper wires.
- **Plumbing pipes:** Astral, Supreme or equivalent approved brand.
- **Sanitaryware and bathroom fittings:** Jaquar or equivalent approved brand.
- **Paint:** Approved branded interior emulsion system and weather-resistant exterior paint system.
- **Doors:** Solid/engineered wooden main door and good-quality flush internal doors.
- **Toilet doors:** Moisture-resistant doors suitable for wet areas.
- **Windows:** Good-quality aluminium or uPVC windows with suitable glazing and hardware.

The Contractor shall not substitute a specified material with a materially different product without the Owner's approval.

Equivalent products may be used where the specified product is unavailable, subject to the Owner's prior approval.

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6. CONTRACT PRICE

The Works shall be carried out at the agreed construction rate of: **₹2,250 per sq ft**

The estimated contract area is: **2,200 sq ft**

Accordingly, the estimated Contract Price is: **2,200 sq ft × ₹2,250 per sq ft = ₹49,50,000**

Total Contract Price: ₹49,50,000 (Rupees Forty-Nine Lakh Fifty Thousand Only).

The above amount covers the Works included in this Agreement and Annexure A.

The final value shall be determined in accordance with the measurement provisions of this Agreement.

Any work outside the agreed scope shall be treated as additional work and shall be dealt with under the variation provisions of this Agreement.

7. PAYMENT TERMS

The Owner shall make payments to the Contractor against the agreed construction milestones.

The payment schedule is provided in Annexure C.

The agreed payment structure is:

Stage of Construction	**Payment**
Advance/mobilisation	₹4,95,000
Foundation and plinth completed	₹4,95,000
Ground floor RCC substantially completed	₹7,42,500
First floor RCC substantially completed	₹7,42,500
Masonry and plaster substantially completed	₹7,42,500
Electrical/plumbing rough-ins and flooring substantially completed	₹7,42,500
Painting, doors, windows, sanitary and electrical finishing substantially completed	₹4,95,000
Final completion and handover	₹4,95,000
Total	**₹49,50,000**

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Payments shall be made within **7 days** of the relevant stage becoming due, subject to reasonable verification of the work completed.

The Contractor shall provide reasonable supporting details or measurements where requested by the Owner.

8. CONSTRUCTION PERIOD

The Contractor shall commence the Works within **15 days** from the date on which:

1. The advance payment has been received;
2. The site is made available for construction; and
3. The drawings and information required to commence the Works have been made available.

The expected construction period is **12 months** from the commencement date.

The construction period may reasonably be extended where delay results from circumstances beyond the Contractor's reasonable control, including prolonged adverse weather, government restrictions, material shortages arising from circumstances beyond the Contractor's control, changes requested by the Owner, delayed decisions or approvals by the Owner, or other events that materially affect the progress of the Works.

Where such an event occurs, the Contractor shall inform the Owner of the expected effect on the construction schedule.

9. MEASUREMENT AND FINAL BILL

For the purpose of this Agreement, the approximate total built-up area is **2,200 sq ft**.

The final built-up area shall be measured based on the constructed building in accordance with the measurement method agreed by the Parties.

The measurement of the completed roof/slab areas shall form the principal basis for determining the final built-up area for the purpose of the per-square-foot Contract Price, subject to the agreed drawings and actual construction.

The Contractor shall provide the Owner with the final measurement before submission of the final bill.

Any significant discrepancy between the estimated and actual area shall be discussed and reconciled before the final payment is made.

10. ADDITIONAL WORK AND VARIATIONS

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No alteration, addition or omission to the Works shall be carried out except upon the written instruction or approval of the Owner.

Where such alteration, addition or omission results in a change to the Contract Price or the time for completion, the Contractor shall submit the corresponding cost and time implication to the Owner for approval before commencement of such work, except in cases requiring immediate action to protect life, property or the Works.

Additional work shall, wherever reasonably possible, be priced using the agreed contract rates.

Where no applicable contract rate exists, the Parties shall agree a reasonable rate before the additional work is undertaken.

Changes requested by the Owner may affect the construction schedule. The Contractor shall inform the Owner of any material effect on completion before implementing the change.

11. OWNER'S RESPONSIBILITIES

The Owner shall:

1. Provide lawful and reasonably unobstructed access to the site.
2. Make the site available for construction.
3. Provide timely decisions and approvals required for execution of the Works.
4. Provide or arrange site electricity and water required for construction.
5. Make payments in accordance with the agreed payment schedule.
6. Provide the Contractor with the latest approved drawings and technical information available for construction.
7. Avoid directing labourers to alter the Works without informing the Contractor.
8. Arrange statutory permissions or approvals where such responsibility has been specifically assigned to the Owner.

Where the Owner appoints an architect, structural consultant or other professional, the Contractor shall reasonably coordinate with such consultant regarding the execution of the Works.

12. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall:

1. Provide adequate labour for the Works.
2. Provide construction supervision.
3. Provide ordinary tools, equipment, scaffolding and shuttering required for the Works.
4. Procure and provide the materials included in the Contract Price.
5. Execute the Works in accordance with the approved drawings and specifications.
6. Maintain reasonable cleanliness and order at the construction site.
7. Take reasonable precautions to protect the Works and materials at the site.

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8. Ensure that construction activities are carried out in a reasonably safe manner.
9. Coordinate with the Owner and appointed consultants regarding construction requirements.
10. Inform the Owner of material defects, drawing conflicts or site conditions that may affect the Works.
11. Rectify defective workmanship attributable to the Contractor within the defect rectification period specified in this Agreement.

13. QUALITY CONTROL AND INSPECTION

The Owner or the Owner's appointed architect/consultant may inspect the Works at reasonable stages of construction.

The Contractor shall provide reasonable access for such inspection.

Important concealed works, including reinforcement before concrete placement, shall be made available for inspection where reasonably practicable.

If defective workmanship or material is identified, the Contractor shall rectify the same within a reasonable period.

Inspection or payment by the Owner shall not by itself relieve the Contractor of responsibility for defective workmanship or failure to comply with the agreed drawings and specifications.

14. SITE SAFETY AND LABOUR

The Contractor shall be responsible for the day-to-day management of its labour and shall take reasonable safety measures at the construction site.

The Contractor shall maintain appropriate safety practices for workers and shall provide ordinary safety equipment required for the construction activities under its control.

The Contractor shall be responsible for wages and other employment-related payments to its labourers and workers engaged for the Works.

The Owner shall not be responsible for the Contractor's employment arrangements with its labour.

The Contractor shall take reasonable precautions to avoid damage to neighbouring properties and public areas arising from its construction activities.

15. MATERIAL STORAGE AND SITE SECURITY

The Owner shall provide reasonable space within the site for storage of construction materials.

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The Contractor shall arrange materials at the site in an orderly manner and shall take reasonable precautions against damage arising from improper storage.

The Contractor shall inform the Owner if the available storage area is insufficient for the materials required for the Works.

The Owner shall not be responsible for loss caused by the Contractor's negligence or improper handling of materials.

16. WATERPROOFING AND DEFECT RECTIFICATION

Waterproofing shall be carried out in accordance with the approved construction details and specifications.

The Contractor shall rectify defects in workmanship attributable to the Contractor that become apparent during the **six-month defect rectification period** commencing from the date of handover.

The defect rectification obligation does not extend to damage caused by misuse, unauthorised alterations, lack of maintenance, natural wear and tear, or work subsequently carried out by another contractor.

Where a defect is reported by the Owner, the Contractor shall inspect the affected area and, where the defect is attributable to the Contractor's workmanship, undertake reasonable rectification within an appropriate period.

17. COMPLETION AND HANDOVER

The Works shall be considered substantially complete when the principal construction and finishing works included in the Agreement have been completed and the building is reasonably usable for its intended residential purpose.

Before handover, the Contractor shall:

1. Complete the agreed construction and finishing works.
2. Remove construction debris and waste generated by the Contractor.
3. Complete reasonable touch-up work identified during final inspection.
4. Rectify material defects attributable to the Contractor.
5. Hand over keys and access to the completed building.
6. Hand over available product warranties and manuals relating to installed equipment or fittings where provided by the respective manufacturers.

Minor items that do not materially prevent use of the building may be recorded and completed within a reasonable period after handover.

18. EXCLUSIONS

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Unless separately agreed in writing, the following items are excluded from the Contract Price:

1. Modular kitchen and kitchen cabinets.
2. Built-in wardrobes.
3. Air-conditioning units.
4. Geysers.
5. Refrigerator and other loose appliances.
6. Washing machine.
7. Decorative light fixtures beyond the agreed electrical installation.
8. Curtains and blinds.
9. Solar power or solar water-heating systems.
10. Lift installation.
11. Generator or inverter systems.
12. Landscaping and extensive external development.
13. Borewell and specialised water systems.
14. Government or statutory fees.
15. Utility connection charges.
16. Professional fees not expressly included in this Agreement.
17. Decorative interior works not specified in Annexure A.
18. Any work or material not included in the agreed drawings, scope or Annexure A.

Where any excluded item is subsequently requested by the Owner, it shall be treated as additional work and priced separately.

19. DELAY AND SUSPENSION OF WORK

If the Contractor fails to maintain reasonable progress for reasons within the Contractor's control, the Owner may issue a written notice requiring the Contractor to take corrective measures.

If the Contractor substantially abandons the Works or fails to resume reasonable progress after receiving written notice, the Owner may take further action under the termination provisions of this Agreement.

If payment due to the Contractor remains unpaid for more than **7 days** after the agreed payment stage becomes due, the Contractor may reasonably slow down or suspend the affected Works after giving written notice to the Owner.

Any resulting extension of the completion period shall be reasonably assessed based on the actual period of disruption.

20. TERMINATION

Either Party may terminate this Agreement where the other Party commits a material breach and fails to remedy that breach within **15 days** after receiving written notice.

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The Owner may terminate the Agreement where the Contractor:

- substantially abandons the Works;
- repeatedly fails to execute the Works in accordance with the agreed drawings and specifications;
- persistently fails to maintain reasonable progress without adequate justification; or
- commits a material breach and fails to remedy it within the specified notice period.

The Contractor may terminate the Agreement where the Owner persistently fails to make payments that are properly due under the Agreement and fails to remedy the payment default within the notice period.

Upon termination, the Parties shall jointly assess the work completed and materials properly procured for the project up to the termination date, and the amounts due shall be determined after accounting for payments already made, outstanding work and any applicable adjustments.

21. DISPUTE RESOLUTION

The Parties shall first attempt to resolve any dispute through direct discussion and good-faith negotiation.

If the dispute cannot be resolved through discussion, the Parties may seek assistance from a mutually agreed mediator or other appropriate dispute-resolution process before commencing formal legal proceedings.

The courts having appropriate jurisdiction at **Patna, Bihar** shall have jurisdiction over disputes arising from this Agreement, subject to applicable law.

22. CHANGES TO THE AGREEMENT

Any amendment to this Agreement shall be made in writing and agreed by both Parties.

Oral instructions that materially change the Contract Price, scope or completion period shall not constitute an amendment unless subsequently confirmed in writing.

The latest approved drawings and written variation instructions shall be retained by the Parties as part of the project records.

23. ENTIRE AGREEMENT

This Agreement, together with Annexures A, B and C, records the principal understanding between the Owner and Contractor regarding the Works described herein.

Any previous quotation, discussion or correspondence relating to the Works shall be considered superseded to the extent that it conflicts with this Agreement.

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Matters not specifically covered by this Agreement shall be resolved by mutual discussion and written agreement between the Parties.

The Parties confirm that they have read and understood this Agreement and agree to the terms stated herein.

OWNER

Mr. Amit Kumar
24 Boring Road, Patna, Bihar – 800001

Signature: _____

Date: **10 October 2026**

CONTRACTOR

For M/s Sharma Construction
Through its Proprietor, Mr. Rajesh Sharma
15, Kankarbagh Main Road, Kankarbagh, Patna, Bihar – 800020

Signature: _____

Date: **10 October 2026**

WITNESSES

Witness 1

Mr. Suresh Prasad
32, Rajendra Nagar, Patna, Bihar – 800016

Signature: _____

Witness 2

Mr. Manoj Kumar
18, Ashiana Nagar, Patna, Bihar – 800025

Signature: _____

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ANNEXURE A

SCOPE, BOQ AND MATERIAL SPECIFICATIONS

A1. Principal Scope

The Contractor shall provide the labour, materials, tools, scaffolding and construction resources necessary for the following:

Work Category	**Included Work**
Site work	Setting out, excavation and basic earthwork
Foundation	PCC, footing, foundation masonry/RCC and plinth
RCC structure	Columns, beams, slabs and staircase
Masonry	External and internal walls
Plaster	Internal and external plaster
Waterproofing	Toilets, terraces and other specified wet areas
Flooring	Vitrified floor tiles and anti-skid wet-area tiles
Wall tiles	Bathroom and other specified areas
Doors	Main door, internal flush doors and toilet doors
Windows	Aluminium/uPVC windows with glazing
Electrical	Conduits, wiring, switch boxes, wiring accessories and basic points
Plumbing	Water supply, drainage and sanitary plumbing
Sanitaryware	WC, wash basin and bathroom fittings
Painting	Internal and external painting
External works	Basic building-related external works included in drawings
Cleaning	Construction debris removal and final cleaning

A2. Representative BOQ

The following quantities are representative items forming part of the sample scope. Actual quantities shall be determined from the approved drawings and final measurements.

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Item	Unit	Quantity	Rate	Specification
RCC concrete	cu m	As per structural BOQ	Included in contract rate	As per structural drawings
Reinforcement steel	kg	As per structural BOQ	Included in contract rate	Fe 500D TMT
Brick/block masonry	sq ft	As per drawings	Included in contract rate	Good-quality masonry units
Internal plaster	sq ft	As per drawings	Included in contract rate	Cement-sand plaster
External plaster	sq ft	As per drawings	Included in contract rate	Exterior-grade plaster system
Floor tiles	sq ft	As per drawings	Included in contract rate	Kajaria or equivalent
Bathroom floor tiles	sq ft	As per drawings	Included in contract rate	Anti-skid tiles
Internal paint	sq ft	As per drawings	Included in contract rate	Branded interior emulsion
Exterior paint	sq ft	As per drawings	Included in contract rate	Weather-resistant exterior paint
Electrical wiring	Point / lot	As per drawings	Included in contract rate	Havells or equivalent
Plumbing pipes	Running ft	As per drawings	Included in contract rate	Astral/Supreme or equivalent
Sanitaryware	Set	As per drawings	Included in contract rate	Jaquar or equivalent

A2. Material Specifications

Cement: ACC or equivalent approved BIS-compliant cement.

Steel: Fe 500D TMT reinforcement from an established BIS-compliant manufacturer.

Flooring: Kajaria vitrified tiles in principal living and bedroom areas; suitable anti-skid tiles in bathrooms and other wet areas.

Electrical: Havells or equivalent approved brand of appropriately rated copper wires, with conduits, modular switch boxes and wiring accessories as specified in the electrical drawings.

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Plumbing: Astral, Supreme or equivalent approved plumbing system.

Sanitaryware and fittings: Jaquar or equivalent approved brand.

Paint: Branded interior emulsion system for internal walls and weather-resistant exterior paint system for external surfaces.

Doors: Solid/engineered wooden main entrance door, good-quality flush internal doors and moisture-resistant toilet doors.

Windows: Aluminium or uPVC windows with appropriate glazing and hardware.

The rates, brands/material specifications and other commercial terms used in this sample are illustrative only and should not be treated as standard rates or specifications for every project.