

TURNKEY CONSTRUCTION AGREEMENT

(Labour + Materials Contract for Residential House Construction in India)

This Construction Agreement ("Agreement") is made on this ____ day of _____, **20**, at Ranchi, Jharkhand.

Between

Mr. Anand Gupta, Resident of Chutia Chowk, Ranchi, Jharkhand, hereinafter referred to as the **"Client"**,
(which expression shall, unless repugnant to the context, mean and include his heirs, successors, and assigns)

AND

M/s The Best Builder, having office at 6, Phraser Road, Patna, Bihar, represented by _____,
hereinafter referred to as the **"Contractor"**,
(which expression shall, unless repugnant to the context, mean and include its partners, successors, and permitted assigns)

The Client and Contractor are hereinafter collectively referred to as **"Parties"** and individually as a **"Party"**.

1. Project Details

1.1 The Client is the lawful owner of a residential plot located at _____, measuring **32 ft × 40 ft**.

1.2 The Contractor agrees to construct a **G+1 residential building** on a **turnkey basis**, which includes complete labour, material supply, and execution.

1.3 The Contractor shall complete the construction strictly as per the architectural, structural, plumbing, and electrical drawings provided by the Client.

2. Scope of Work

The Contractor shall execute **all works necessary for the completion of the residential building**, including but not limited to:

- Excavation, PCC, RCC, slab and beam works
- Brickwork / blockwork
- Internal and external plastering
- Flooring and tiling
- Doors, windows, grills (as per drawing/specification)
- Plumbing & sanitary works
- Electrical wiring, fittings, distribution boards
- Painting (interior + exterior)
- Waterproofing
- Site cleaning and debris removal
- Any additional work required for the completion of the structure as per the drawings

Items EXCLUDED from scope (as agreed):

- Boundary wall
- Gate
- Septic tank
- Borewell
- Land filling/levelling (to be done by Client)
- Modular kitchen
- Interior furniture (wardrobes, false ceiling, etc.)
- Paver blocks/landscaping

Any additional items shall be chargeable separately based on mutual written agreement.

3. Materials & Specifications

3.1 The Contractor shall supply all materials required for construction.

3.2 The following material brands/quality shall be used:

- **Cement:** Ultratech / ACC / equivalent
- **Steel:** Tata / Jindal / equivalent
- **Bricks/Blocks:** Standard quality, well-burnt bricks or approved blocks
- **Pipes:** Supreme / Astral or equivalent
- **Electrical Items:** Havells / Polycab or equivalent
- **Sanitary fittings:** Standard branded items
- **Sand & aggregates:** Clean river sand and approved aggregates

3.3 All materials must be **new, unused, and of standard IS-approved quality.**

4. Contract Value

The total contract value for the complete turnkey construction shall be:

₹ _____ **only**

(Amount to be mutually filled and signed by both Parties at the time of execution.)

5. Payment Terms (Stage-Based Schedule)

The Client shall pay the Contractor as per the following milestone-based schedule:

Stage	Work Completed	Payment
1.	Mobilisation	10%
2.	Foundation	10%
3.	Plinth Level	10%
4.	Ground Floor Slab Casting	15%
5.	First Floor Slab Casting	15%
6.	Brickwork (Both floors)	10%
7.	Plaster (Internal + External)	10%
8.	Flooring, Doors, Windows & Finishing	10%
9.	Final Completion & Handover	5%
10.	Retention (after 3 months of defect liability)	5%

Payment Conditions

- No additional advances shall be paid apart from the mobilisation amount.
- Payment is released only after completion of each stage and inspection by the Client.
- Retention amount will be released after the defect liability period (Section 11).

6. Time for Completion

6.1 Total duration for the project shall be **18 months** from the date of commencement.

6.2 Timeline may be extended in case of unavoidable circumstances such as:

- Heavy rains
- Natural calamities
- Strikes/lockdowns
- Any delays caused by the Client

7. Penalty for Delay

If the Contractor fails to complete the project within the stipulated time (excluding approved extensions), a penalty of: ₹ **200 per day** shall be deducted from the remaining payment.

8. Client Responsibilities

The Client agrees to:

- Provide **water and electricity** at the site
- Provide **safe storage space** for materials
- Provide all **drawings and designs** required for execution
- Make timely payments as per the schedule
- Arrange **land filling** or levelling before construction begins
- Obtain all **government approvals**, sanctions, and permissions

9. Contractor Responsibilities

The Contractor shall:

- Provide all labour, materials, tools, and equipment
- Ensure daily **on-site supervision**
- Maintain safety standards
- Follow all drawings accurately
- Maintain site cleanliness
- Remove debris periodically
- Ensure proper curing and workmanship
- Use materials as per Section 3 specifications

10. Site Supervision

10.1 The Contractor shall appoint a full-time site supervisor responsible for day-to-day work.

10.2 The Client may inspect the work weekly and raise concerns, which the Contractor must address promptly.

11. Defect Liability / Warranty

11.1 The Contractor shall provide a 12-month defect liability period from the date of handover.

11.2 During this period, any defects in structure, finishing, plumbing, or electrical work must be rectified **free of cost**.

12. Safety Compliance

- All workers must use PPE (helmets, gloves, shoes).
- Proper scaffolding and safe practices must be followed.
- Electrical safety must be strictly maintained.
- The Contractor is responsible for worker accidents and compensation.

13. Termination

The Agreement may be terminated under the following circumstances:

By Client:

- Contractor abandons work
- Poor quality or non-compliance
- Misconduct or repeated delays
- Misuse of funds or materials

By Contractor:

- Client fails to make payments
- Client stops or delays work for more than 30 days

Upon termination, work completed shall be measured and settled mutually.

14. Dispute Resolution

All disputes shall be resolved through arbitration under the **Arbitration** and Conciliation Act, 1996. Jurisdiction: **Ranchi, Jharkhand**

15. General Conditions

- Any change in work must be approved in writing.
- No oral commitments shall be considered valid.
- This Agreement becomes binding once signed by both Parties.

SIGNATURES

Client:

Name: Anand Gupta

Signature: _____

Date: _____

Contractor:

Name: _____

For: The Best Builder

Signature: _____

Date: _____