TECHNO TIME
CONSTRUCTION COMPANY

Contract for Construction of a Residential Home

Techno TIME Construction Pvt Ltd. • Specimen agreement for review

THIS AGREEMENT is made at [city and district], Pakistan, on the [day] day of [month], 20[year].

BETWEEN

TECHNO TIME CONSTRUCTION PVT LTD., a company incorporated in Pakistan, having its registered office at [full registered office address], bearing company registration number [_____] and acting through [full name and designation], duly authorised under [authority and date], hereinafter called the “Contractor” or “Party A”, of the first part.

AND

[Full legal name of Owner], holder of CNIC No. [_____], residing at [full residential address], acting [in their own capacity / through duly authorised representative, with authority attached], hereinafter called the “Owner” or “Party B”, of the second part.

The expressions “Contractor” and “Owner”, where the context permits, include their respective successors, legal representatives and permitted assigns. Party A and Party B are together referred to as the “Parties”.

RECITALS

A. WHEREAS Party B represents that it has lawful authority to commission the construction of a residential home on Plot or House No. [_____], Block [_____], Sector [_____], [scheme or locality], [city and district], Pakistan (the “Site”).

B. AND WHEREAS Party B has accepted Party A’s offer or letter of award reference [_____], dated [_____], for [Grey Structure / Complete Construction] of the said residence, comprising [floors and ancillary works], in accordance with the approved drawings and scope in Schedule A (the “Works”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1 Award and contract documents

In consideration of the sums payable by Party B under this Agreement, Party A covenants to execute and complete the Works and remedy defects for which it is responsible. Party B covenants to pay Party A the Contract Price at the times and in the manner prescribed herein. The initial Contract Price is PKR [_____] (Pakistani Rupees [amount in words]), subject to the valuation and adjustment provisions of this Agreement.

The signed Agreement, Particulars and Schedules A to D, approved drawings and specifications listed in Schedule A, priced Bill of Quantities or work schedule, and expressly accepted portions of the award and quotation shall be read together in that order of precedence unless the Parties record a different order in writing. A later written variation signed by both Parties prevails for the change it records. Refer discrepancies to the designated representative before undertaking affected work.

The online calculator may be used for budgeting. A rate, specification or allowance from it forms part of the Contract Price or scope only when expressly adopted in the signed schedules.

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Particulars and commencement

Contract particulars

Contract and award reference	[_____]
Notices to Party A	[Address and email]
Notices to Party B	[Address and email]
Named certifier or representative	[Name, contact and authority]
Supply model	[Labour only / supply and install / mixed under Schedule A]
Pricing basis	[Lump sum / remeasurement / defined mixed basis]
Contract price base date	[_____]
Site handover and Time for Completion	[Handover date and agreed date or duration]

2 Commencement and programme

Party A shall commence and proceed with the Works after Party B gives written authority to commence, provides lawful and safe access, delivers the agreed construction information and approvals, and pays any advance due. Record the date and site condition in a jointly signed handover record. If an item is outstanding, agree in writing which activities may proceed and the resulting effect on price and time.

Party A shall submit a programme showing procurement, construction, inspections and handover, plus dates by which the Owner must make selections or supply information. Party A shall update progress at the agreed reporting interval and notify the Owner of foreseeable slippage and proposed mitigation.

3 Owner responsibilities

Party B shall establish authority to build, provide the agreed boundary and site information, appoint the design professionals allocated to the Owner, obtain allocated approvals, and provide access, utilities or agreed temporary utility arrangements. Party B shall provide decisions, materials and payments by the dates in the schedules. Party B shall coordinate its directly engaged contractors and give the Contractor the access and sequencing information they need.

The Owner may inspect the work and obtain independent advice. Directions affecting design, scope, cost or time shall go through the named representative and the variation process. Party B shall identify any authorised delegate and the limits of that person’s authority in writing.

4 Contractor responsibilities

Party A shall provide the labour, supervision, equipment and materials allocated to it, perform the works with reasonable skill and care, coordinate its subcontractors and comply with applicable approvals, laws, building regulations and relevant codes. It shall remain responsible for subcontracted work. Design responsibility follows Schedule A. Party A shall promptly flag reasonably apparent conflicts, unsafe instructions or defects in information or materials.

Party A shall manage site safety, temporary works and protection, including barricades, access control, safe working methods, worker safety, protection of neighbouring property and safe debris removal. Each party shall notify the other promptly of incidents, hazards, existing damage or restrictions affecting performance.

5 Insurance and security

Before mobilisation, the parties shall confirm who arranges contract works insurance, third-party liability and any required workers’ cover, together with policy limits, deductibles and evidence. Party A shall maintain the cover allocated to it and notify the Owner if it lapses. Schedule C records any performance security or advance guarantee. Each party shall provide reasonable cooperation with claims and take steps to limit loss.

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Delivery quality and changes

6 Materials workmanship and inspections

Party A shall submit samples where specified, use approved materials, keep delivery and testing records, and provide notice before covering work listed as an inspection point. The Owner or certifier shall inspect promptly. Approval of samples, inspection or interim payment does not relieve the Contractor of responsibility for its workmanship or agreed materials. Party A shall correct defects and nonconforming work attributable to it.

For Owner-supplied materials, agree quantities, delivery dates, storage, custody and wastage limits. Party A shall check deliveries for apparent defects and notify the Owner before use. Responsibility for a latent product defect follows the supply allocation and applicable law. Responsibility for damage from handling or installation follows the party at fault. Use substitutions only with written approval and record any credit or premium.

7 Site conditions and changes

A party discovering unforeseen ground, hidden services, contamination or other materially different conditions shall notify the other, record the condition, and protect the affected area. The parties shall assess reasonable mitigation, cost and time through a written variation before proceeding. In an emergency the Contractor may take proportionate steps necessary to protect people and property, then report the action and evidence promptly.

Any Owner change, design revision, agreed substitution, omission or additional work shall be documented before execution. Each variation shall state the revised scope, basis of valuation, price increase or credit, tax treatment and effect on dates. Use applicable agreed rates first, then comparable rates or a documented quotation agreed by both parties. Ordinary remeasurement under a signed unit-rate schedule is recorded through joint measurement.

8 Measurement records

For remeasurable work, use the units and rules in Schedule B. Record floor by floor where relevant, including how openings, stairs, projections, balconies, roof works and the mumty are treated. Notify the other party before measuring work that will be covered. A certifier’s interim measurement may be corrected in the next certificate or final account with supporting records.

9 Progress evidence

Keep a record of dated site photographs, instructions, samples, approvals, inspections, commissioning and agreed changes. Each party may request access to records relevant to the work it must approve or pay for, subject to appropriate protection of personal and commercially sensitive information.

Price payments and adjustments

10 Contract price and purchasing

Schedule B identifies fixed-price work, measured work, provisional allowances and any purchase-price items. A fixed rate stays fixed except for a signed variation or an adjustment expressly allowed by Schedule B. For a purchase-price allowance, the Contractor shall obtain a supplier quotation, show any material change from the allowance before committing, and obtain written approval. Final billing shall reflect evidenced actual purchase cost, adjusted for credits and discounts, plus only the agreed handling, tax or other stated charge. The same valuation rule applies to increases and decreases.

Inflation, exchange-rate changes, geopolitical events, shortages and transport disruption may affect material or equipment prices. A change alters the contract price only for eligible items under the agreed allowance reconciliation, index formula, or signed variation. Schedule B shall define the base rate or index, threshold, effective date, evidence, timing and applicable cap where relevant. Neither party may recover the same amount twice. For a disputed adjustment, identify the affected item and continue unaffected work where reasonably possible.

11 Interim claims and payment

Party A shall submit an itemised claim with milestone evidence or joint measurements, approved variations, invoices where required, and a statement of prior payments, advance recovery, retention and taxes. The Owner or certifier shall certify the amount due or give written reasons for differences within the period in Schedule C. Party B shall pay the undisputed amount within the stated payment period. A party disputing an item shall identify it in writing and provide reasons.

Any advance shall be credited against the agreed milestones or recovered as set out in Schedule C. Retention applies only at the agreed percentage and cap. A claim for stored materials requires prior agreement, evidence of payment or title, clear identification, appropriate insurance and secure storage. Except as agreed for those materials, the Contractor bears procurement and custody risk until handover, subject to risk caused by the Owner.

12 Taxes and final account

State whether rates include applicable taxes. The party required by law to withhold shall remit the amount and provide the appropriate evidence. Include only agreed taxes and charges in certification. Party A shall submit the final account with variation and measurement reconciliation, allowance adjustments, advances, retention and tax records. Party B shall certify and pay the undisputed balance under Schedule C. Final payment does not waive unresolved claims, defects obligations or statutory rights.

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Delay handover and remedies

13 Delay and events beyond control

A party shall notify the other promptly of an event affecting the programme, with its expected impact and mitigation. The Contractor may claim a reasonable extension for documented critical delay caused by agreed variations, late access, approvals, information, Owner-supplied items, qualifying unforeseen conditions or a qualifying event beyond reasonable control. Any entitlement to additional cost follows the applicable clause or approved variation. Market price changes are assessed under clause 10. The parties shall consider concurrent delay and evidence of actual impact when assessing any extension.

If Schedule C provides delay damages, apply them only to Contractor-responsible delay beyond the adjusted completion date, at the agreed rate and cap and subject to applicable law. Neither party may recover twice for the same loss.

14 Tests practical completion and handover

When the work is safe, substantially complete and ready for its intended use, the Contractor shall request inspection. The parties or the certifier shall issue a completion record or a reasoned list of outstanding work. Minor snag items may remain if they do not prevent safe use and have agreed completion dates. Party A shall provide applicable test results, keys, manuals, warranties, as-built records and documents allocated to it for regulatory completion or occupancy. Any early or partial occupation shall be recorded with its scope and effect on care, insurance and warranty dates.

15 Defects and closeout

The defects period begins on recorded practical completion of the relevant works. Party B shall give written notice of defects and reasonable access. Party A shall promptly remedy covered defects attributable to its work or supply. The parties shall agree urgent response arrangements. If the Contractor fails to act after reasonable written notice, the Owner may arrange necessary correction and claim reasonable evidenced costs, subject to the dispute procedure. Ordinary wear and damage attributable to misuse or third-party work are outside this obligation. At expiry, record clearance of notified defects and release remaining retention in accordance with Schedule C. Statutory rights and agreed manufacturer warranties continue as applicable.

16 Suspension and termination

On material breach, including nonpayment or serious failure to proceed, the affected party may give written notice identifying the breach and a cure period under Schedule C. If it remains uncured, the affected party may suspend or terminate by written notice as allowed by the contract and law. Immediate suspension is permitted for a serious safety hazard. On termination the parties shall secure the site, jointly record work and materials, transfer agreed records and reconcile properly executed work, advances, recoverable costs and amounts due. Any termination for convenience requires terms expressly agreed in Schedule C.

Governing law and execution

17 Liability and dispute resolution

Each party is responsible for loss caused by its breach or negligence to the extent recoverable under applicable law. Any agreed liability limits and exclusions belong in Schedule C and apply only to the extent permitted by law. The parties shall take reasonable steps to mitigate loss.

This Agreement shall be governed by the laws of Pakistan. The Party raising a dispute shall serve written notice specifying the matter in dispute and the relief sought. The parties shall first refer it to their authorised representatives for a good-faith meeting. If unresolved, they may agree to mediate. Unless Schedule C records a signed agreement for domestic arbitration, either party may proceed in a court of competent jurisdiction. If arbitration is selected, Schedule C shall name the seat, language and appointment procedure under applicable Pakistani arbitration law. Preserve the right to seek urgent interim relief and any mandatory statutory remedy.

18 Notices and execution

Deliver notices by hand, tracked courier or agreed email to the contacts in the particulars. Record receipt and promptly notify address changes. Neither party may assign the agreement without the other's written consent except as required by law. Amendments require written agreement. Invalidity of one provision shall not invalidate the remainder where it can operate independently.

Each party acknowledges receipt of these terms and the signed schedules. Complete the applicable stamp and execution formalities for the project jurisdiction. Sign and date the agreement and initial the identified schedules and drawings. Retain a complete copy for each party.

Execution by the Parties

IN WITNESS WHEREOF, Party A and Party B execute this Agreement at the place and on the date stated above in the presence of the undersigned witnesses. Any company seal or stamp shall be applied where required by the signing authority or applicable law.

Party A Company	Techno TIME Construction Pvt Ltd.
Signed for and on behalf of Party A	[Name and designation _____]
Authority reference and date	[_____]
Party A signature and date	[_____]
Party B Owner legal name and capacity	[_____]
Party B signature and date	[_____]
Witness for Party A	[Full name, CNIC, address and signature _____]
Witness for Party B	[Full name, CNIC, address and signature _____]

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Schedules A and B Scope and pricing

Schedule A Scope and responsibilities

Enter the drawing number and revision, specification version, BOQ date, scope package and finish tier. Mark each item included, allowance, excluded or Owner supplied. For mixed supply, name the party responsible for procurement, delivery, installation and warranty.

Work item	Scope and supply allocation
Site works foundations and DPC	Excavation, backfill, anti-termite treatment, foundation type and damp-proofing [_____]
Grey works	Frame, slabs, stairs and mumty, masonry, curing, plaster and waterproofing [_____]
External and special works	Ramp, boundary walls, gate, underground tank, septic system, paving, roof treatment and shades [_____]
First fix services	Electrical conduits, plumbing, drainage, gas where applicable, and allowance for concealed works [_____]
Finishes and openings	Flooring and skirting, doors and hardware, window frames and glazing, paint, false ceiling and stairs [_____]
Fixtures and fit-out	Bathrooms and shower enclosures, wiring and switches, lights, fans, AC, kitchen, appliances, curtains and security [_____]
Selections and interface dates	Approved product specifications, Owner selections, direct trades, utilities, drawing and permit responsibility [_____]

Schedule B Pricing and adjustment

Record the signed contract sum in PKR and attach the work schedule. For each line identify the unit, quantity, rate, inclusion basis, tax treatment and whether it is fixed, remeasured, an allowance or actual purchase cost. State area rules, any material markup, eligible adjustment categories, estimate base date, index or supplier evidence, materiality threshold, approval procedure and cap. Specify who receives supporting invoices.

Line item or allowance	Quantity and unit	Base rate or amount	Final billing basis
[_____]	[_____]	[_____]	[_____]
[_____]	[_____]	[_____]	[_____]
[_____]	[_____]	[_____]	[_____]

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Schedules C and D Payments and handover

Schedule C Milestones and payment

Enter a PKR amount or percentage for each applicable milestone. Tie certification to the listed evidence and attach separate floor schedules where useful. Ensure the milestone amounts reconcile to the agreed value and enter advance recovery separately so the advance is not counted twice.

Stage	Evidence for certification	Amount or percent
Mobilisation advance	Conditions, authority to commence and agreed security	[_____]
Foundations and DPC	Joint measurement and required inspections	[_____]
Walls and structural frame	Agreed levels reached, including floor-by-floor milestones	[_____]
Slabs and roof	Specified pour inspections, tests, and roof or mumty work where applicable	[_____]
First fix and plaster	Services tested before concealment and agreed plaster completed	[_____]
Floor finishes and bathrooms	Agreed tiling, fit-out and installation checks	[_____]
Practical completion	Signed handover, test records and snag list	[_____]
Final account and retention	Agreed reconciliation and release conditions	[_____]

Certification days [___], payment days [___], advance recovery [___], retention rate and cap [___], defects period [___], notice and cure days [___], insurance and security [___], delay damages and cap if applicable [___], dispute route and arbitration details if selected [___].

Schedule D Inspections variations and handover

Attach the inspection plan and identify hold points for foundations, reinforcement before pours, waterproofing, concealed services and commissioning as applicable. Keep a variation register with reference, scope, price or credit, time effect and both approvals. At handover record the practical completion date, snag owner and deadline, test certificates, keys and manuals, as-built drawings as applicable, warranty details and the defects contact. Both parties sign the handover record and record any outstanding documents.