**AGREEMENT BETWEEN OWNER AND ARCHITECT**

This Agreement is entered into as of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Effective Date] (the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_\_\_\_ (Place).

**BETWEEN:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, An Individual/Company/Builder, having its registered address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through its [Authorised Signatory:\_\_\_\_\_\_\_\_\_\_\_\_], (hereinafter referred as “the Owner”, "First Party")

 OF THE FIRST PART

 **AND:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ An Individual/Company, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, through its [Authorised signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_], (hereinafter referred as “the Architect” or the "Second Party")

 OF THE SECOND PART

**WHEREAS** the employer is the exclusive owner of piece of land bearing \_\_\_\_\_\_\_\_ [[Plot No.]] situated at \_\_\_\_\_\_\_\_\_\_\_\_\_ [[Address or location of the Property]] and is desirous of constructing a building for his residence.

**WHEREAS** the employer is desirous of hiring and appointing the architects as architects for the said building for the designing and other related work (hereinafter referred to as the “said works”).

**AND WHEREAS** the architects have accepted the said appointment on the terms and conditions hereinafter contained**.**

1. **RELATIONSHIP OF THE PARTIES- INDEPENDENT**
	1. The Parties agree that the Parties shall be considered independent partners and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.
2. **DUTIES AND OBLIGATIONS OF THE ARCHITECTS**

The architects shall render the following services in connection with and in regard to the said works: -

* 1. Preparation of sketch designs (including carrying out necessary revisions till the sketch designs are finally approved by the employer), making approximate estimates to enable the employer to take a decision on the sketch designs;
	2. Submission of the site plans and other drawings to the municipal corporation \_\_\_\_\_\_ [[Place]] and obtaining its approval;
	3. Preparation of architectural working drawings, making structural calculations and preparing all structural, mechanical, sanitary, plumbing, drainage, electrical drawings, specifications, detailed estimates of cost or such other particulars as may be necessary for the preparation of bills of quantities;
	4. Preparation of landscapes and planting drawings;
	5. Preparation of \_\_\_\_\_\_\_\_\_\_ [[No. of copies]] copies of the contract documents including all drawings, specifications, bill of quantities, or other particulars and such further details and drawings, as are necessary for the proper execution of the works;
	6. Supervision and inspection of the said works by the general contractor, sub-contractor, consultant, etc. that may be engaged from time to time by visiting the site periodically;
	7. To check measurements of works at site, checking contractor’s bills, issuing periodical certificates for payment and passing and certifying accounts, so as to enable the employer to make payments to the contractors and making adjustment of all accounts between the contractors and the employer;
	8. Submission of detailed account of the steel, cement and any such other material as the employer may specify, and certify the quantities utilised in the works;
	9. Obtaining of building completion certificate and securing permission of Municipal Corporation or other authority for the occupation of the building and obtaining refund of deposits, if any, made by the employer to the Municipal Corporation or other authority;
	10. Any other service connected with the said works usually and normally rendered by architects and not referred to in any of the items referred to above.
	11. The architects shall submit to the employer the sketch plans, tender documents, etc. within the period stipulated in the Schedule hereto annexed.
	12. The architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work is being executed in accordance with the working drawings and specifications aforesaid and that the work is free from defects and deficiencies. The architects shall be fully responsible for the structural soundness of the works.
	13. The architects shall not make any deviation, alteration, addition or omission from the approved drawings without the prior written consent of the employer.
	14. The architects shall arrange for taking trial bores, test pits, or other preliminary tests required to be carried out before the commencement of the said works and submit their report to the employer. The cost of carrying out such tests shall be borne by the employer.
	15. The architects shall prepare a comprehensive program of work in consultation with the contractors, and arrange to have the work completed in an expeditious manner and in accordance with the program drawn up.
1. **DUTIES AND OBLIGATIONS OF THE EMPLOYER**
	1. The employer shall pay to the architects as remuneration for the services to be rendered by the architects in relation to the said works, and in particular for the services hereinbefore mentioned, a fee calculated at the rate of \_\_\_\_\_ % on the value of the works as estimated (including the authorised extra) or the value of the works actually executed and completed whichever is less.
	2. Notwithstanding anything contained hereinabove, it shall always be open to the employer to exclude from the scope of the services to be rendered by the architects under these presents the supervision and execution part of the project and reduce the scale of fees, in which case the terms, conditions, scale of fees, etc. shall be as detailed in the Annexure hereto.
2. **MANDATORY OBLIGATIONS OF THE PARTIES.**
	1. The employer or the architects shall not assign, sublet or transfer their interest in this agreement without the written consent of the other.
	2. This agreement shall be executed in duplicate and the architects shall bear the stamp duty on the original. The employer shall retain the original and the architects shall retain the duplicate.
3. **CONSTRUCTION COST**
	1. The construction cost shall not exceed \_\_\_\_\_\_\_\_ [[Amount in Rs.]] per square meter and should conform to the norms of market. The construction cost shall not include: -

(a) cost of land \_\_\_\_\_\_\_\_\_

(b) architects’ fees \_\_\_\_\_\_\_\_

(c) any services relating to fitting or fixtures not designed by the architects; and \_\_\_\_\_\_\_\_\_

(d) soil testing fees \_\_\_\_\_\_\_\_\_\_

1. **FEES AND EXPENSES**

The employer shall pay fees to the architects in stages as follows: -

* 1. \_\_\_\_\_\_ % of the total fees, payable after completion and approval of the site plans by the employer;
	2. \_\_\_\_\_ % of the total fees [less any amounts paid under clause (a) above], payable after completion of all drawings and the approval of site plan by the Municipal Corporation or other authorities;
	3. \_\_\_\_\_\_ % on completion of detailed estimates, submission or recommendations on the contractor’s rate to the employer, and execution of the contract documents for the various trades. The employer may make part payments in proportion to the services completed in respect of particular trades;
	4. Out of the remaining \_\_\_\_\_ % of the total fees, \_\_\_\_\_\_ % of the total fees shall be paid by instalments as the building work proceeds, and in proportion to the value of the said works as certified from time to time and balance \_\_\_\_\_ % after final completion of the building and closing of accounts;
	5. In case this agreement is terminated earlier, fees shall be paid to the architects for the actual services rendered as per stages referred to in this clause.
1. **LIMITATION OF LIABILITY**
	1. If the architects fail to observe the time schedule, they shall be liable to pay to the employer-liquidated damages at the rate of \_\_\_\_\_\_\_\_\_ [[Amount in Rs.]] per day till the work remains incomplete. The employer shall be entitled to recover the said liquidated damages from any sum payable to the architects under this agreement.
2. **REPRESENTATIONS AND WARRANTIES**

Each party hereby represents and warrants to that:

* 1. Each party has all required capacity and corporate authorization to enter into this Agreement and be bound by the obligations provided hereunder.
1. **NOTICE**
	1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [[Minimum number of Days for Service of Notice: Number]] days after normal service resumes.
	2. Addressing and delivery is to be made as follows:
		1. If to: Employer

 [Employer Address] \_\_\_\_\_\_\_\_

* + 1. If to : the Architect

[Architect Address] \_\_\_\_\_\_\_\_\_

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address effected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.
1. **TERM**
	1. This Agreement will come into force as of the \_\_\_\_\_\_\_\_ [[Effective Date]] and will expire on \_\_\_\_\_\_\_\_ [[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.
2. **TERMINATION**
	1. Either party may terminate this agreement at any time by giving a written notice of two months to the other party.
	2. If the Architects close their business or die or become incapacitated from acting as such architects, then the Agreement shall stand terminated.
	3. If the architects fail to adhere to the time Schedule stipulated in the Schedule hereto annexed or the extended time which may be granted by the employer in its sole discretion,
	4. Or in case there is any change in the constitution of the firm of the architects for any reason whatsoever, the employer shall be entitled to terminate this agreement and entrust the work to some other architect.
3. **EFFECT OF TERMINATION.**

Upon termination of the agreement, the following shall occur:

* 1. After the termination of Architect’s employment, the architect’s shall remain liable and be responsible for due certification/approval of any bills submitted by the contractors at any time, in respect of the work, executed before the termination of the architect’s appointment; but shall not be entitled to additional remuneration therefore;
1. **DISPUTES AND RESOLUTIONS**
	1. **ARBITRATION:**
		1. In the event of any dispute, difference or controversy arising between the Employer and Architects in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
		2. The Seat of Arbitration will be in \_\_\_\_\_\_ [[Place]] and all Arbitration proceedings will be conducted in \_\_\_\_\_\_ [[Place]].
	2. All disputes, actions and proceedings shall be subject to the jurisdiction of the Courts in \_\_\_\_\_\_\_ [[Name of the place]].

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands hereto and on a duplicate hereof on the day and year hereinabove first mentioned

|  |  |
| --- | --- |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (First Party) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Second Party) |

Signed and Witnessed in the presence of:

1. Name of the Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_