

AGREEMENT BETWEEN AN OWNER AND AN ARCHITECT  
FOR CONSTRUCTION OF A BUILDING

THIS AGREEMENT made at ..... on this ..... day of..... 2000 and ..... between A, son of Shri X residing at ..... (hereinafter called "the Employer" which expression, unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, administrators, executors, legal representatives, successors and assigns) of the ONE PART and Shri..... carrying on business in the partnership name and style of M/s ..... , having their place of work at ..... (hereinafter called "the architects" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include every partner for the time being of the said firm, the survivor or survivors of the legal representatives, administrators and assigns of the last survivor) of the OTHER PART.

WHEREAS the employer is desirous of constructing a building for his residence at .....

AND WHEREAS the employer is desirous of appointing the architects as architects for the said building (hereinafter referred to as the "said works") and WHEREAS the architects have accepted the said appointment on the terms and conditions hereinafter contained.

Now, therefore, it is hereby agreed by and between the parties hereto as follows:-

1. The employer appoints M/s..... Architects, as architects for the said works.
2. The architects shall render the following services in connection with and in regard to the said works:-
  - (a) 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;
  - (b) Submission of the site plans and other drawings to the municipal corporation ..... and obtaining its approval;
  - (c) 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;

- (d) Preparation of landscapes and planting drawings;
- (e) Preparation of six 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; (f) 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;
- (f) 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;
- (g) 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;

- (h) 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;
  - (i) 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.
- 3. The architects shall submit to the employer the sketch plans, tender documents, etc. within the period stipulated in the Schedule hereto annexed.
- 4. 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.

5. The construction cost shall not exceed Rs. .... per square meter and should conform to the norms of ..... 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.

6. The architects shall not make any deviation, alteration, addition or omission from the approved drawings without the prior written consent of the employer.

7. The architects shall on the completion of the work supply to the employer at their expenses two copies of one-eighth scale drawings (one of which shall be in tracing cloth); two complete sets of structural drawings and two sets of drawings sufficient to show the main lines of drainage, electrical installation and other essential services.

8. 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.

9. 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.
10. The architects shall, at their own expenses engage a qualified (i) Electrical Engineer; and (ii) Sanitary, Drainage and Water Supply Consultant with the qualifications and experience approved by the employer to assist them in their work.
11. Either party may terminate this agreement at any time by giving a written notice of two months to the other party. Even after the termination of their employment, the architects 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 therefor. If the architects shall close their business or die or become incapacitated from acting as such architects, then the Agreement shall stand terminated. 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, 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.

12. The employer or the architects shall not assign, sublet or transfer their interest in this agreement without the written consent of the other.

13. 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 3% 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.

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

(a) 10% of the total fees, payable after completion and approval of the site plans by the employer;

(b) 30% 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;

- (c) 10% 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;
  - (d) Out of the remaining 50% of the total fees, 30% of the total fees shall be paid by installments as the building work proceeds, and in proportion to the value of the said works as certified from time to time and balance 10% after final completion of the building and closing of accounts;
  - (e) 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.
15. If the architects fail to observe the time schedule, they shall be liable to pay to the employer-liquidated damages at the rate of 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.
16. 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.

17. If any dispute, difference or question shall at any time arise between the parties as to the interpretation of this agreement or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, or as to the execution of the said works, the same shall be referred to the arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden of reference, appoint an umpire whose decision in the matter shall be binding on both the parties. It is hereby provided that the arbitrator so appointed shall make his award within six months from the date of the arbitrator or arbitrators, as the case may be, entering on the reference. This submission to arbitration shall be deemed to be a submission to arbitration within the meaning of Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. The parties agree that if work under this agreement has not been completed at the time of reference of dispute to arbitration, the work shall continue during the arbitration proceedings and the employer shall

make the payment to the architects within the provisions of this agreement and shall not withhold any money payable to the architects on account of arbitration proceedings unless authorised by the arbitrators.

18. 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.

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.

Signed and delivered by the within named employer A

Signed and delivered by the within named architects  
by its Managing Partner

WITNESSES;

1.

2.

Schedule

Period

- |  |   |
|--|---|
| 1. Submission of site plan   | Within ..... days from the date of the execution of this agreement.                   |
| 2. Submission of the required plans to the Municipal Corporation and other local authorities of employees approval of the site plan. | Within ..... days from the date of receipt  |
| 3. Submission of detailed working drawings and estimates   | Within ..... weeks from the date of receipt of employer's approval of the site plans. |
| 4. Submission of architect's recommendations on the contractor's rates   | Within 2 weeks from the date of receipt of the tenders from the employer.             |
| 5. Other drawings, etc., if any  | Within a reasonable time.   |

