**AGREEMENT BETWEEN OWNER AND LABOUR CONTRACTOR**

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

**BETWEEN:**

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

OF THE FIRST PART

**AND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Agency"), A Labour Contractor with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Contractor”), through its [Authorised Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_],(hereinafter referred as “the Labour Contractor” , "Second Party").

OF THE SECOND PART

**WHEREAS** the owner is getting the construction of building on the land bearing \_\_\_\_\_\_\_\_ [[full address]], hereinafter referred to as the 'said work'.

**WHEREAS** the Owner is desirous of availing of labour for the said work.

**AND WHEREAS** the Contractors are the contractor for the supply of all types of labour required for the construction work and offered their services to the owner, which the owner has agreed on the terms and conditions hereafter set forth.

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 nor may commitments of any kind, nor to take any action which shall be binding on the other Party, except as be expressly provided for herein or authorized in writing.
2. **DUTIES AND OBLIGATIONS OF THE CONTRACTOR**
   1. The contractors will supply all labour viz. masons, labourers, water carriers and other necessary workers required for the said work to the owner at site provided that the requisition thereof is made \_\_\_\_\_\_\_ [[No. of hours]] hours in advance.
   2. The contractors will be entitled to a commission of \_\_\_\_\_\_\_\_\_ [[Amount in Rs.]] on the total disbursement made to the labour so supplied by them. The said commission shall be payable to the contractors every \_\_\_\_\_\_\_\_\_ [[week/month]].
   3. The contractors will be liable for and make good any loss or damage, caused by any act or default on the part of the labour supplied by them.
3. **LIMITATION OF LIABILITY**

If the contractors fail to supply necessary labour on a requisition made by the owner in time, they will be liable to pay a sum of \_\_\_\_\_\_\_\_\_ [[Amount in Rs.]] as liquidated damages per labourer, mason, water carrier or any other worker not supplied by them in accordance with the requisition by the owner

1. **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: Owner

Owner Name \_\_\_\_\_\_\_\_

Owner Address \_\_\_\_\_\_\_\_\_\_

* + 1. If to: the Contractor

Contractor Name \_\_\_\_\_\_\_\_\_

Contractor 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. **DISPUTES AND RESOLUTIONS**
   1. ARBITRATION:
      1. In the event of any dispute, difference or controversy arising between the Owner and contractor 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

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

Signed and Witnessed in the presence of:

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

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

[Signature]

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

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

[Signature]