



Agreement between Owners and Labour Contractor

FOR SUPPLY OF LABOUR

THIS AGREEMENT made between A, son of B, resident's of ____ hereinafter referred to as the owner of the ONE PART and C, son of D, resident of ____ hereinafter referred to as the contractors of the OTHER PART.

WHEREAS the owner is getting the construction of building on the land bearing Plot No. ____ Survey No. ____ House No. ____ situate, lying and being in village ____ Tehsil ____ District ____ hereinafter referred to as the 'said work' and 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.

NOW IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS UNDER:

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 ____ hours in advance.
2. The labour shall be paid at the prevailing market rate. The present prevailing market rate of labour of all type has been given in the Schedule hereunder written. The said rates may be changed by the mutual consent of the parties.
3. The contractors will be entitled to a commission of ____ on the total disbursement made to the labour so supplied by them. The said ____ commission shall be payable to the contractors every week ____
4. 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.
5. 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 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
6. All disputes or differences relating to the specifications, designs, drawings and as to quality of workmanship or material used in the work or as to any other question arising out of or relating to the contract, design, drawings, specifications, orders or otherwise in connection with the agreement or the carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof shall be referred to the arbitral tribunal as per the following terms and condition:
 - a) Each party shall appoint one arbitrator.



- b) The arbitrator appointed by each party shall be a practicing CA and a member of ICAI.
- c) English shall be used as the language for all the arbitration proceedings and the award of Arbitration.
- d) The Arbitration proceedings shall take place at _____, Delhi.
- e) The Arbitral Tribunal shall enter upon the reference and decide the aforesaid matters. The Arbitral Tribunal shall make their award within three months after entering upon the reference or after having been called on to act by notice in writing from any party to the submission, or on or before any later day to which the Arbitral Tribunal by any writing signed by them may from time to time enlarge the time in making the award.
- f) The Arbitral Tribunal shall to record the proceedings of the hearing by way of minutes and get it signed by both the parties.
- g) The Arbitral Tribunal may proceed ex parte in case either party fails to appear after reasonable notice.
- h) This agreement shall remain effective and enforceable against the legal representatives of either party in case of death.
- i) The Arbitral Tribunal may appoint an accountant for examining the account of the party if they think necessary and the remuneration of the accountant as determined by the arbitrators shall be the costs in the reference to be paid by the parties as the arbitrators may direct in their award.
- j) In case the Arbitral Tribunal awards that any sum is due from one party to the other, then the party to whom the said sum is awarded may apply to the court for having a decree passed in terms of the award and may realise the amount in execution of the decree from the other party.
- k) The provisions of the Indian Arbitration and Conciliation Act, 1996, shall apply to this reference.
- l) The parties would cooperate and lead evidence, etc. with the arbitral tribunal and if one of the parties does not cooperate or remains absent at the reference, the tribunal would be at liberty to proceed with the reference *ex-parte*.
- m) The fees of the reference to Arbitral Tribunal shall be Rs _____ which shall be inclusive of costs of all the proceedings before the tribunal and shall be borne by both the parties equally.
- n) The Arbitral Tribunal shall make their award, with reasons for the decision, within three months from the date of entering upon the reference.
- o) The award of the Arbitral Tribunal, shall be final, conclusive and binding on the parties and shall not be challenged on any ground except collusion, fraud or an error apparent on the face of the award.
- p) This reference to arbitration shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof.



q) No action can be taken under this agreement for the enforcement of any right without resorting to arbitration under this clause.

IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents on the date, month and year hereinabove written.

Signed and delivered by
the within named owner A

Signed and delivered by
the within named contractors C

WITNESSES;

- 1.
- 2.