

1. APPOINTMENT LETTER FOR ARCHITECT/ LICENSED SURVEYOR

To

Name of Architect/L.S.,

Address of Architect/L.S..

Sub: - Appointment of Architect/L.S. for property bearing C.S.
/CTS Nos. _____ of Div. /Village _____ in
_____ Ward, Mumbai.

Ref: - _____

Sir,

We hereby appoint you as our Architect/L.S. for the above mentioned work on following terms and conditions: -

- 1) Scope of work: - Preparation of preliminary / architectural designs and Municipal Drawings to obtain Municipal approval on our behalf by liasioning with authorities for approval, to recommend appointment of structural consultant, plumber and site supervisor / clerk of work in consultation with us at our separate cost, periodical inspection and report of the progress of work periodically at your discretion as per exigencies, issuing the completion certificate based on the certificates of owner / developer, builder / contractor, site supervisor, structural consultant and plumber and submitting the same to authorities, and to obtain Occupation Permission / Building Completion Certificate from authorities, Your service do not include constant supervision.
- 2) For day-to-day supervision we will appoint a qualified licensed site supervisor for execution of entire work.

- 3) We agree to abide by all the condition subject to which the approval is granted. You will not be responsible for any infringement of the same. On noticing any infringement of any conditions or regulations you shall have right to stop the work to which we shall abide forthwith.
- 4) If we do any work departmentally by our supply and purchase of the Materials, we shall be solely responsible for use of proper materials and workmanship and you shall have all the rights given to an architect under the building contract, on the work.
- 5) A separate letter is issued to you stating the Professional Fees payable, Mode of payment shall be in accordance with the norms of PEATA Norms/Architects associates.
- 6) The fees do not include obtaining any N. O. C. /s from other departments or authorities, preparing perspective, models etc.
- 7) You will not have right to alter / amend the design / drawings without our approval in writing which entails any financial Implications, save and except those required for statutory compliance.
- 8) A thirty days clear notice in writing is required by either of the parties to terminate the agreement, during the tendency of which your services shall be continued to be rendered. However, on termination of the agreement the fees shall be paid to the extent of service rendered as per stage of work / payment.
- 9) We may terminate this agreement by giving one month's notice in writing and further, we can appoint any other Architect / Licensed Surveyor only on obtaining Your N. O. C. We will not carry out any further work till the new architect / Licensed Surveyors is appointed and is accepted by the authorities. In this event, your N. O. C. Will not be withheld unreasonably and will be deemed to be issued on our paying your dues, or in the event of dispute, on the matter being referred to the arbitration.

- 10) In event of any dispute the matter shall be referred to arbitration before the Arbitrators to be appointed by P.E.A.T.A. / both of us.
- 11) You shall hold valid Licensed / Registration issued by the appropriate Authority till the completion of work.

One copy of this letter please be returned in token of

approval. Thanking You,

Yours faithfully,

Approved and

confirmed

Name of Owner/Developer

Name of Architect/L.S.

Authorized signatory

C. C. to

The Executive

Engineer Building

proposal MCGM,

Mumbai.