

REAL ESTATE

CLIENT – CONSULTING ENGINEER AGREEMENT

THIS AGREEMENT is made at _____ on this _____ day of _____ in the Christian Year Two Thousand ____ (20____), BETWEEN A. B. ENTERPRISES, a Partnership Firm, registered under the provisions of the Partnership Act, 1932, through its Partners (1) _____ and (2) _____ having its registered office and address at _____, hereinafter referred to as **“THE CLIENT”** (*which expression shall unless it be repugnant to the context or meaning, thereof shall be deemed to mean and include partnership firm ,the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and assigns*) of **ONE PART**; AND _____, a Private Limited company incorporated under the Companies Act, 1956/2013, having its registered office and address at _____ represented by its Authorized Director _____, authorized pursuant to the Board of Directors’ resolution passed in the Board of Directors’ meeting held on _____, hereinafter referred to as **“THE CONSULTING ENGINEER”** (*which expression shall unless it be repugnant to the context or meaning thereof ,shall be deemed to mean and include its successors*) of the **OTHER PART**;

WHEREAS:-

- (a) The Client is well and sufficiently entitled to and is seized and possessed of all the ownership right, title and interest in the immovable property more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as “**the said property**”).
- (b) The Consulting Engineer is a group of practicing engineers providing Engineering Services to the Clients for development/re-development of their real estate/immovable properties. The Consulting Engineer as also their employee Engineers are registered with their council i.e.,
_____.
- (c) The Client is desirous of engaging services of the Consulting Engineer for Engineering Services with respect to the development of the said property work (hereinafter referred to as the “**Project**”) relating to planning, designing, Building drawings, Post Construction Services etc. and the brief description of the said project is more particularly described in the **SECOND SCHEDULE** hereunder written and the Consulting Engineer have agreed to accept such appointment and provide the Engineering Services for development/re-development of the said property,

being the Project, on the terms and conditions recorded in this agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:—

1. APPOINTMENT

1.1 The Client hereby appoints the Consulting Engineer to provide Engineering Services for development of the said property and the Consulting Engineer hereby accept such appointment upon the terms and conditions as recorded in this Agreement. The appointment of the Consulting Engineer shall commence from the date of this agreement.

1.2 The Consulting Engineer shall provide Engineering Services through its representatives; the particulars whereof are as under: -

Name of Engineering Professional/s:

(i) _____ (ii) _____ (iii) _____

Category of registration of the Engineering Professional/s:

(i) _____ (ii) _____ (iii) _____

Registration Number of the Engineering Professional/s:

(i) _____ (ii) _____ (iii) _____

PREVIEW