**AGREEMENT BETWEEN A BUILDING OWNER AND AN ARTIST**

THIS AGREEMENT made at………………this………………day of………………20…………… between A S/o B residing at………………(hereinafter referred to as "the Artist") of the ONE PART and C S/o D residing at………………(hereinafter referred to as "the Owner") of the SECOND PART.

**WHEREAS**

(1) The owner is desirous of getting a mural prepared for his drawing room of his bungalow.

(2) The artist, who is carrying on his business under the name and style of "Kala Sangam" at……… has offered his willingness to prepare a mural for the owners and has submitted a design for a mural of the size 5' x 5' as per the design and details submitted to the owners more particularly described in Schedule I written hereinunder (which designs and mural are hereinafter collectively referred to as the "said work") at a cost of Rs . .........................

(3)The owner has agreed to avail the services of the artist.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

(1) The artist will prepare and execute the mural as per design, dimension and detail described in Schedule I written hereinunder, shall install the same at the place provided by the owner in the drawing room of his bungalow at ..............

(2) The said work will be completed within a period of 1 month from the date of these presents.

(3) The cost of Rs. 1,00,000 for the said work is all inclusive that is cost of materials, transport charges, taxes, octroi and all other charges and expenses, that may be necessary and payable by the artist in respect of the said work.

(4) The payment for the said work shall be made in the following manner viz.:

(a) Rs. 20,000 At the time of execution of this agreement

(b) Rs. 20,000 After the plaster mould is prepared and submitted to the owner for his approval.

(c) Rs. 50,000 After the mural complete in all respects is installed at the site.

(5) The artist shall use stone ware ceramic of blue colour backed at a temperature of……………… C and mural shall be of the size of 5' x 5' as per design and magnetic submitted to the owner.

(6) The owner may nominate an artist or architect to supervise the said works and the decision of the said artist or architect shall be final as to the quality of the materials used, and the execution of the mural and shall be binding on the artist.

(7) The artist undertakes to guarantee that the colour of the mural shall not change from panel to panel and will remain intact without any defect and joints will not be perceptible.

 

(8) The artist shall at his own expense make such modifications to the mural as may be necessary to fix or place the same in the place provided for in the drawing room of the owner's bungalow.

(9) The artist shall, at his own cost, rectify any defect either in the quality of the material and/or in the mural, if found or detected within a period of one year from the date of its installation. The artist shall

undertake the rectification work within a period of 10 days from the date of receipt of the notice by the owner in this regard.

(10) If the artist fails to complete the said works within the period aforesaid or such extended time, the artist shall be liable to refund the amount paid by the owner to him in full and the artist shall also be liable to pay Rs. 10,000 to the owner as liquidated damages.

(11) The stamp duty on this agreement and duplicate thereof shall be borne by the artist. The original shall be retained by the owner and the duplicate by the artist.

**IN WITNESS WHEREOF** the parties to this agreement have signed on the day, month and year first above written.

**WITNESSES**

1. Signed and delivered by the within named owner A
2. Signed and delivered by the within named artist C