**NOTICE UNDER SECTION 11 OF ARBITRATION AND CONCILIATION ACT 1996**

Date………

To

M/s.......................................Address………………………….

**Arbitration of controversies emerging under Contract No. 3 entered with us.**

Dear Sirs,

You have entered Contract No……. with us undertaking to build office complex as per terms/conditions existing in said contract.

You have not constructed building along with delivery of possession, which you had consented to build on our behalf.

You have been paid advances and all your running bills by us, despite this; you are delaying the matter inordinately. Time being essence of the contract, you have not followed the time schedule.

Some part of building you have built and consented for joint inspections were seen has defective and unsuitable for occupation.

Despite requests you have neglected in completing the work. Due to contravention of this agreement we have suffered losses and these losses are continuing suffering each day. Our huge investment stands blocked. We have to pay interest to our Banker for the finance got in making payment to you.

As Per clause No….. of said contract, there exist an agreement for referring the controversies by Arbitration to Mr. …………………………………………….., Advocate of …………………………………………………

Per enactments of **section 11 of Arbitration and Conciliation Act 1996** we hereby serve you notice for approving the selection of Mr. ……………………………………………………………., Advocate, being Sole Arbitrator in the matter of differences and controversies which have emerge between the parties herein and the same be referred for adjudication to him.

The said controversies are, inter alias, the following:

(a) If the construction of Office complex per said Contract No……………….……. being according to the contract?

(b) If the Building has been completed according to specification with terms/conditions of the contract?

(c) If the contractor has handed over completed building

(d) If we has sustained any loss/damages owing to breach of the terms/conditions of the contract by you?

(e) What is the damage with indemnification which the employer bear right to get from the contractor?

Please give your concurrence within ..days of receipt of this letter.

Yours faithfully

Signature