**SPECIMEN ARBITRATION CLAUSE IN BUILDING CONTRACT**

In case any dispute or difference should arise between the employer and the builder in connection with this agreement or the carrying out of, the works or quality of the material used or the quality of the work done or in respect of alterations required to be done by the employer and so executed or not, or in respect of measurement of work done, (whether during the progress of the works or after their completion) shall be referred to and settled by the architect, who shall state his decision in writing. If the employer or the builder be dissatisfied with the decision of the architect on a matter, question or dispute of any kind, then the employer or builder may within one month after receiving the notice of architect's decision, give a notice to the other party requiring that the matters in dispute be arbitrated upon and thereafter the matters in dispute, will be referred to the arbitration of a single arbitrator, if the parties agree thereto in writing (failing which to the arbitration of two arbitrators, one to be appointed by each party and in that case the arbitrators shall appoint a Presiding Arbitrator before entering upon the reference and shall advise the parties the name of the Presiding Arbitrator appointed by them). The parties shall produce before the arbitrator or arbitrators, as the case may be, all books, deeds, papers, drawings, site plans, vouchers and documents within their possession or power, which the arbitrator or arbitrators as, may require and call for in his or their judgment relating to the matters referred to arbitration. If any party neglects or refuses to attend on the reference, without having shown to the said arbitrator or arbitrators, what the latter shall consider good and sufficient cause for not attending, the arbitrator or arbitrators shall be at liberty to proceed ex parte. The arbitrator or arbitrators shall make a record of oral evidence adduced by the parties and submit the same before the court at the time of filing award along with all documentary evidence produced before him or them by the parties. The proceedings of arbitration shall be recorded in English, a copy whereof shall be furnished to each party free of cost by the arbitrators. The arbitrator or arbitrators shall make his or their award within four months of entering on the reference or such further extended time as may be decided by him or them, with the consent of the parties. If the arbitrators cannot agree and give a notice in writing to any party or to the umpire to that effect, the umpire shall forthwith enter on the reference. The award of the arbitrator or the arbitrators, as the case may be, shall be final, conclusive and binding on all parties to this contract and the parties agree that they shall not challenge the award on any ground except fraud, collusion or: an error apparent on the face of the award. The reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.