**UnderTaking**

Guarantee for antitermite work

This undertaking made on the XXxx. day of Month , 20XX by M/S Name of Contractor ,…………Register office address………………….( hereinafter referred to as the Guarantor ) to M/S Name of Employer , …………Register office address …………………..( hereinafter referred to as the Guarantee ).

Whereas the Guarantor entered into an agreement with the Guarantee on XX/XX/20XX for construction of a building , titled …………………………………….. at Area , City ( hereinafter referred to as the Project )

And whereas the Guarantor entered into a supplementary agreement with the Guarantee on XX/XX/20XX for the balance part of the Project.

And whereas the Guarantor agreed to give a 10 years guarantee on termite proof for the foundation and plinth the Project , as per the Agreement.

And whereas the Guarantor did antitermite treatement jobs in the Project as per specification in the Original Agreement accepted by or as proposed by the Guarantor during the execution of the Project , considering the practical situation.

Now the Guarantor hereby guarantee that they have done antitermite treatment and the minimum life of such treatment shall be ten years to be reckoned from date of commencement of ‘ Defect Liability period as per the agreement and undertakes to make good all defect related to termite attack , free of cost up to the referred ten years , provided the causes are not as in Annexure – I.

The Guarantor further undertakes to make good / compensate for collateral damages done by them , while making good the termite proof , if any , during the referred ten years.

The Guarantor further undertakes that in case they do not make good for termite proof and or compensate for collateral damages , within 30 days of intimation by Guarantee , the Guarantee may get the job done by some other agency at the risk and cost of the Guarantor , during the referred ten years.

In witness whereof these presents have been executed by the Guarantor on the XXxx. day of Month , 20XX.

Signed , sealed and delivered

by Guarantor in presence of

1 . \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature & seal of Guarantor.

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure – I**

1 ) Breakage of antitermite barrier caused due to severe natural calamity.

2 ) Breakage of antitermite barrier caused due to structural defect out of faulty design.

3 ) Breakage of antitermite barrier caused due to external tampering of antitermite layers by mechanical means.

4 ) Breakage of antitermite barrier caused due to alteration , modification or retrofitting of structure which can damage the termite barrier.