**UnderTaking**

Guarantee for waterproofing 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 entered into a supplementary agreement – II with the Guarantee on XX/XX/20XX for the further balance part of the Project.

And whereas the Guarantor agreed to give a 10 years guarante on water leak proof for all the waterproofing jobs done in the Project , as per the Agreement.

And whereas the Guarantor did all the water proofing 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 all the waterproofing jobs in locations as per Annexure – I to be complete leak proof and the minimum life of such waterproofing 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 waterproofing , free of cost up to the referred ten years , provided the causes are not as in Annexure – II.

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

The Guarantor further undertakes that in case they do not make good for leakage of water 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 ) The entire lower basement.

2 ) The entire upper basement.

3 ) Toilets at Ground Floor.

4 ) Toilets at 1st. Floor.

5 ) Toilets and Drop slabs of BOH areas at 2nd. Floor.

6 ) Toilets and Drop slabs of BOH areas at 3rd. Floor.

7 ) Toilets from 4th. To 8th. Floor.

8 ) Toilets from 10th. To 12th. Floor.

**Annexure – II**

1 ) Leakage caused due to Earth Quake.

2 ) Leakage caused due to structural defect out of faulty design.

3 ) Leakage caused due to external tampering of waterproofing layers by mechanical means.

4 ) Leakage caused due to alteration , modification or retrofitting of structure which can damage the waterproofing barrier.