

**GUARANTEE BOND TO BE EXECUTED BY THE
CONTRACTOR FOR WATER PROOFING TREATMENT
FOR BASEMENT/TERRACE/TOILETS.**

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the HLL LIFECARE LIMITED (hereinafter called the HLL Lifecare Limited of the other part).

WHEREAS this agreement is supplementary to a contract. (Herein after called the Contract)

dated _____ and made between the GUARANTOR OF THE ONE PART AND HLL Lifecare Limited of the other part, whereby the contractor inter alia, undertook to render the structures in the said contract of the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract. Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects.

The decision of the Engineer in charge with regard to cause of leakage shall be *final*. During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure water proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by HLL Lifecare Limited through some other contractor at the guarantor's cost and risk. The decision of the *Engineer in charge* as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance *and observance* of this supplementary agreement.

As to the amount of loss and/or cost incurred by HLL Lifecare Limited on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of the HLL LIFECARE LIMITED on the _____ day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE HLL LIFECARE LIMITED BY _____

In presence of:

1. _____