

Date : \_\_\_/\_\_\_/

From,

\_\_\_\_\_  
(hereinafter the Owner)

To

1. Deyaar Development PJSC
2. Nationwide Management Services  
Fitout Management Team

**Undertaking Letter**

Owner is the registered proprietor of the Unit# \_\_\_\_\_ on \_\_\_\_\_ floor of the Building \_\_\_\_\_ .

Owner wishes to carry out the following alteration or improvement to Unit# \_\_\_\_\_, namely:

\_\_\_\_\_

\_\_\_\_\_  
(hereinafter together referred to as IMPROVEMENTS)

In respect of the IMPROVEMENTS the Owner here by irrevocably undertake and agree the following

1. Owner understands and agree to carry out only the changes as stated above and not to carry out any changes, which affect the structure of the building.
2. Owner acknowledges the receipt of a copy of "Fit-out Manual" and fully understand and agree to comply with all the terms and conditions prescribed in it. The Owner shall ensure that the IMPROVEMENTS shall also comply with all applicable laws, building codes and regulations, and Owner shall obtain any and all necessary approvals, building permits and/or inspections before and after carrying out the IMPROVEMENT and shall ensure compliance with all requirements imposed by applicable laws, building codes and regulations.
3. The Owner is solely responsible for the installation, maintenance, and repair after damage and arranging adequate insurance during installation, maintenance and/or repair of the IMPROVEMENTS and for all the costs associated therewith.
4. The Owner understands and agrees that Deyaar Development PJSC and/or community management and/or community Manager is not required to cover INSURANCE relating to the IMPROVEMENTS and the Owner will indemnify and save harmless from all claims, actions or causes of action that might arise by reason of any or all of the existence, installation, maintenance and/or repair of the IMPROVEMENTS, including any insurance deductible.
5. In consideration of the consent and permission hereinbefore granted to the Owner, for carrying out the IMPROVEMENTS the Owner covenants and agrees with Deyaar Development PJSC and/or community management and/or community Manager and its successors that, Owner covenants and agrees to assume all responsibility for any damages to persons, property or otherwise which may result from the construction, installation, maintenance, repair, replacement, removal, use or continued existence of the IMPROVEMENTS and to hold Deyaar Development PJSC and/or community management and/or community Manager free and harmless from any and all costs and expenses attributable to the construction, installation, maintenance, repair, replacement, removal, use or continued existence of the IMPROVEMENTS.

6. Owner hereby assumes all responsibility for repair and replacement / rectification of all losses / damages caused to Common Area and other units while constructing, installing and/or maintaining the IMPROVEMENTS. If the Owner fails to remedy the defect or damage by the date notified by the community management and/or community Manager, the community management and/or community Manager may (at its option) carry out the work themselves or by others, at the Owner's cost and the Owner shall pay the costs incurred in remedying the defect or damage.
7. If any governmental authority or other utility provider requires removal of the IMPROVEMENTS or if the IMPROVEMENTS damage or hinder any utility provider or governmental property or access, Owner shall remain solely responsible to correct or address this issue, at Owner's sole cost.
8. In general, Owner shall defend, indemnify and hold harmless Deyaar Development PJSC and/or community management and/or community Manager and its past, present and future directors, officers, members, agents and employees from and against any and all actual or alleged obligations, liability, liens, injuries, physical accidents, causes of action, claims, demands, damages, losses, judgments, costs, (including actual attorneys' fees), which may exist or be brought or instituted against any or all of said parties because of, or in any manner arising from or in connection with, the above mentioned modification works including but not limited to, structural or water damage to the building, common area, the owner's Unit, or any other units .
9. The Owner shall cause the contractor engaged by the Owner to carry out the IMPROVEMENTS to provide a confirmation and acceptance of the above provisions.

Yours Faithfully,

\_\_\_\_\_.

(owner Name & Signature)

CC : Association Manager.

Contractor's confirmation and acceptance	
Name of Contractor :	
Address of Contactor :	
Trade license number:	
Tel No :	Fax No :
Email :	
Contact Person :	Designation :
Mob No :	Email :
Name of Subcontractors if any	Category
1	
2	

The Contractor having read and understood this Undertaking Letter agrees and accepts to fully comply with the terms & conditions of the undertaking confirms that it shall be jointly and severally liable to Deyaar Development PJSC and/or Owner's Association and/or Association Manager for each of the undertaking stated herein.

Signature : .....

Company Stamp :

Designation : .....

Date : .....