

DATED:

20

A
("AB")

THE OWNERS CORPORATION OF STRATA PLAN 64622
("OC")

DEED OF UNDERTAKING

DATED:

20

DEED OF UNDERTAKING

BETWEEN:

(1) A of Apartment XXXX, Altair, 3 Kings Cross Road, Rushcutters Bay, NSW 2011 ("**AB**")

(2) THE OWNERS CORPORATION FOR STRATA PLAN 64622 of c/- Linders Strata Management Pty Limited, Locked Bag 1919, St Leonards NSW 1590 ("**OC**")

The parties agree as follows:

1. In this Deed:

- (a) words importing the singular include the plural and vice versa;
- (b) none of the provisions will be construed adversely to a party by reason of that party having prepared this Deed;
- (c) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it; and
- (d) a reference to a party to a document includes that party's successors and permitted assigns.

2. In consideration for AB's undertakings in this Deed, OC confirms that it has approved and consented to the installation by AB of [a painting] on [the common property wall opposite the lifts of the foyer of YY level West], "Altair", 3 Kings Cross Road, Rushcutters Bay NSW 2011.

3. The approval and consent of the Owners Corporation as referred to in clause 2 has been given on the basis that all other Owners and Occupiers on level YY West have approved and consented to [the painting being installed] as provided for in clause 2 and shall only remain in effect for so long as each Owner Occupier continues to so approve and consent.

4. In consideration for OC's approval and consent in Clause 2, AB undertakes that if [the painting] is for any reason ever removed they will repair all damage to [the wall and repaint the wall] as required by the Building Manager acting on behalf of the Executive Committee and the Owner's Corporation.

5. In the event that AB do not upon demand fulfil their obligations under clause 4 the Owners Corporation shall be entitled to repair all damage to [the wall and repaint the wall] and AB shall indemnify the Owners Corporation for all costs incurred by reason of acting under this clause.

6. AB indemnifies the Owners Corporation and will keep the Owners Corporation and its officers and employees indemnified for all claims losses, liabilities, costs or expenses however arising from the installation of the [picture].

7. AB acknowledge that the Owners Corporation do not warrant the safety or security of the [painting in the foyer].

8. This Deed is governed by the laws New South Wales and the parties submit to the jurisdiction of the Courts of New South Wales.

Execution and date

Executed as a deed

Date:

Executed by **A**
in the presence of

.....
Signature

.....
Witness signature

.....
Witness name

Executed by **The Owners Corporation for
Strata Plan 64622**
By its Authorised Signatories

.....
Executive Committee Member Signature

.....
Executive Committee Member Signature

.....
Executive Committee Member Name (print)

.....
Executive Committee Member Name (print)