

Renovations Deed

Easthaven Ltd

ACN 000 242 197

35A Sutherland Crescent
Darling Point NSW 2027

Shareholder:

Address:

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RENOVATIONS DEED

BETWEEN

Easthaven Ltd of 35 Sutherland Crescent, Darling Point NSW 2027; and
[NAME OF SHAREHOLDER] of [address].

BACKGROUND

- A. The Shareholder wishes to carry out the Works.
- B. The Shareholder cannot carry out the Works unless the Company grants consent.
- C. The Company grants consent on the terms set out in this Deed.

OPERATIVE PROVISIONS

1. Definitions

- (a) "Company" means Easthaven Ltd;
- (b) "Deed" means this deed;
- (c) "Development consent" means an approval granted under the *Environmental Planning & Assessment Act 197*, including a Complying Development Certificate;
- (d) "Shareholder" means [name of shareholder];
- (e) "Scope of Works" means the plans, specifications and drawings submitted to the Board;
- (f) "Work Obligations" means the obligations contained in Schedule to this Deed; and
- (g) "Works" means the works described in the approved scope of works and Development Consent (if required at law).

2. Consent

The Company grants consent to the Shareholder carrying out the Works on the terms set out in this Deed.

3. Conditions Precedent

The consent granted under clause 2 is subject to, and will not be given, unless and until each of the following conditions precedent are satisfied:

- (a) The Shareholder sends to the Company all:
 - (i) plans, specifications and drawings for the Works;

- (ii) contractor licence details for each of the tradespersons engaged by the Shareholder to carry out the Works;
 - (iii) certificates of currency for any public liability and workers compensation insurance policies taken out by the tradespersons or the Shareholder in respect of the Works;
 - (iv) details concerning changes to electrical, plumbing, television, intercom and telephone services.
- (b) The Shareholder agrees to meet the following requirements in respect of the installation of any hard flooring:
- (i) the installed hard floor must achieve an impact isolation rating equivalent to an Lntw of at least 45 or less (5 or 6 star rating), when carried out and calculated to the requirements of ISO 140-7 and rated in accordance with Australian Standard 1276 (ISO 712.2); and
 - (ii) airborne Sound Insulation for walls and floors of 50 or less (5 or 6 star rating);
 - (iii) once installed, new hard floors must always be covered with rugs to all trafficable areas. Trafficable areas include all rooms including dining areas with hard floors except kitchens and bathrooms;
 - (iv) testing must be carried out by an acoustic engineer who is a member of the Association of Australian Acoustical Consultants within 14 days of any new hard floor. A copy of the test report must be provided to the Board for approval;
 - (v) the cost and expenses associated the testing and test report referred to in clause 3b(iv) is to be solely borne by the Shareholder;
 - (vi) where a test report is not received with 14 days, the Board may arrange for its own tests and if the floor fails to meet the required acoustic performance outlined in clauses 3(b)(i) and 3(b)(ii) of this Deed, the Board may arrange to rectify the floor at the Shareholder's expense;
 - (vii) it is the Shareholder's responsibility to keep the hard floor in good repair and maintain as necessary, such that the performance of the floor continues to meet the requirements of this Deed. All costs associated with the hard floor will be solely borne by the Shareholder.
- (c) The Shareholder agrees to undertake the following in the event the Works involve the replacement of any flooring, carpeting or tiling on internal floor surfaces or on balconies:
- (i) obtain an inspection for magnesite and prepare a report for submission to the Company;

- (ii) engage appropriate contractors to remove all magnesite and certify adequate removal of magnesite and remedial action; and
 - (iii) provide a copy of the Report and certification required by (i) and (ii) above to the Company at the completion of the Works.
- (d) The Shareholder:
 - (i) sends a copy of the Work Obligations to all tradespersons engaged by the Shareholder to carry out the Works;
 - (ii) obtains from those tradespersons a written confirmation that they will comply with the Work Obligations; and
 - (iii) sends that written confirmation the Company.
- (e) The Shareholder:
 - (i) pays for the Company to engage its ordinary fire safety consultants to obtain a report on any fire safety implications of the Works; and
 - (ii) pays for, and agrees to carry out, any works which might reasonably be required to resolve any fire issues identified in that report.
- (f) The Company, acting reasonably and in good faith, is satisfied that the:
 - (i) plans, specifications and drawings for the Works are not materially different from the Works approved in the Scope of Works;
 - (ii) contractor is qualified to carry out the Works;
 - (iii) Company is covered by, or is listed as an interested party under, the public liability insurance policies taken out by the tradesperson or Shareholder;
 - (iv) tradespersons have read and confirmed that they will comply with the Work Obligations; and
 - (v) the Works either do not raise any fire safety risks which cannot be rectified by the Shareholder taking the action described in clause 3(d)(ii).
- (g) The directors of the Company, acting reasonably and in good faith, pass a resolution approving the carrying out of the Works.
- (h) The Shareholder obtains, and sends to the Company, a Development Approval, Complying Development Certificate and Construction Certificate or satisfactory evidence that the Works are exempt at law from the requirement to obtain prior development consent or a Construction Certificate.

4. **Obligations of Shareholder**

The Shareholder must:

- (a) comply with all of the Work Obligations;
- (b) take all reasonable steps to cause the tradespersons carrying out the work to comply with the Work Obligations;
- (c) prior to the Works being commenced, grant the Company or its agent access to the location of the Works to carry out a dilapidation report should it wish in its sole discretion to do so; and
- (d) prior to the works being commenced, obtain all necessary approvals, authorisations, licenses and permits as are required at law from any consent authority or regulatory authority(including but not limited to Woollahra Municipal Council).

5. **Finance Warranty**

If the Shareholder warrants, both at the time of the signing of this deed and the time at which the Works are commenced, that the Shareholder has sufficient finance to pay for the whole of the cost of the Works.

6. **Indemnity**

The Shareholder must indemnify the Company and each of its present directors and shareholders against any loss or damage arising from or associated in any way with the Works, including loss or damage associated with:

- (a) the skill or care with which the Works were carried out;
- (b) the materials used to carry out the works;
- (c) a failure of the Works to comply with the Scope of Works Approval;
- (d) any damage caused to any part of the Company's property during or as a result of the Works;
- (e) any damage caused to any part of the Company's property caused by, in connection with or as a result of any structure, fixture or fitting created or installed during the Works; and
- (f) any damage to any part of another lot arising from or associated in any way with the Works.

7. **Successors in Title**

The Shareholder:

- (a) agrees that the Company may make future transfer of the Shareholder's shares in the Company conditional on the transferee assuming the Shareholder's obligations under clause 5; and
- (b) will not object to the Company passing a resolution in a general meeting which has the effect of requiring the Shareholder's successors in title to indemnify the Company for any loss or damage caused by the Works.

8. **Severance**

If a clause or provision of this Deed is void, unenforceable or illegal, it may be severed without affecting the enforceability of the remainder of the Deed.

9. **No Waiver**

No failure by either party to enforce a provision of this Deed, or to enforce a provision of this Deed in a particular way or to a particular extent, shall be taken to be a waiver by that party of the benefit of that clause or a representation that the party will not rely on it in a particular way in the future.

10. **Assignment**

Except as provided for in clause 7, the rights and obligations of the Shareholder under this Deed are personal and cannot be assigned, discharged or otherwise dealt with.

11. **Governing Law**

This Deed is governed by the laws in force in New South Wales from time to time. The parties agree to submit to the jurisdiction of the courts of New South Wales.

12. **Entire Agreement**

Except as is provided by clause 13, this Deed is the entire agreement between the parties in relation to its subject matter and supersedes all representations, negotiations, agreements and communications, whether oral or written, between the parties regarding its subject matter.

13. **Relationship with Articles of Association**

The rights and obligations in this Deed are additional to, and do not affect or detract from, the rights and obligations of the Company and the Shareholder under the Company's Articles of Association.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED BY

Easthaven Ltd in accordance with s127 of the
Corporations Act 2001 (Cth)

Name of Director/Secretary

Signature of Director/Secretary

Name of Director

Signature of Director

Date

[Name of Shareholder]

Signature

Name of Witness

Signature of Witness

Date

Schedule 1 Work Obligations

1. Compliance

The Works must be carried out in accordance with:

- (a) the Building Code of Australia;
- (b) any Development Consent and the conditions of any Construction Certificate;
- (c) any applicable law; and
- (d) the approved Scope of Works which includes the plans, specifications and drawings submitted to the Directors (if no Development Consent is required at law).

2. Amenity

The Works must not be carried out in a way that:

- (a) generates unreasonable or unnecessary noise or dust;
- (b) causes damage to any part of the Company's property;
- (c) unnecessarily obstructs access to any part of the Company's property;
- (d) is likely to affect the operation of fire safety devices or to reduce the level of fire safety on any part of the Company's property.

3. Hours

The Works must be carried out only between 8:00am and 5:30pm on Monday to Saturday. No works are permitted on Sundays or Public Holidays.

No Works are permitted in the period seven (7) days prior to 25 December to 27 January in any calendar year.

4. Rubbish

Any rubbish, dirt, dust, waste or other material or discarded item associated with the Works must be removed from the Company's property.

5. Damage

Any damage to any part of the Company's property caused by the Works must immediately be brought to the attention of the Directors.

6. Works and activities must comply with the Standard Conditions of the Renovation Approval.

Renovations Deed Poll

Easthaven Ltd

ACN 000 242 197

RENOVATIONS DEED POLL

PARTIES

[NAME OF PURCHASER] of [address].

BACKGROUND

- A. On [date], the Vendor entered into the Major Renovations Deed with the Company.
- B. On [date], the Vendor agreed to sell [his/her] shares in the Company to the Purchaser.
- C. Under article 39 of the Company's Articles of Association, the sale of shares from the Vendor to the Purchaser cannot be completed until the Company grants consent to the sale.
- D. The Company will not grant consent to the transfer unless this Deed Poll is executed.

OPERATIVE PROVISIONS

1. Definitions

- (a) "Company" means Easthaven Ltd;
- (b) "Deed Poll" means this deed poll;
- (c) "Major Renovations Deed" means the deed annexed to this Novation Agreement and marked "A";
- (d) "Purchaser" means [name of purchaser];
- (e) "Vendor" means [name of vendor].

2. Accession

The Purchaser agrees to perform and be bound by clause 5 of the Major Renovations Deed as if it were a party to the Major Renovations Deed instead of the Vendor.

3. No Release

The Purchaser agrees that nothing in this Deed Poll releases or discharges the Vendor from its obligation to perform and be bound by clause 5 of the Major Renovations Deed.

4. Relationship with Constitution

The obligations created by this Deed Poll are additional to, and do not affect or detract from, the rights and obligations of the Company, Purchaser and Vendor under the Company's Articles of Association.

EXECUTED AS A DEED POLL

SIGNED, SEALED AND DELIVERED BY

[Name of Purchaser]

Signature

Name of Witness

Signature of Witness

Date