

STRATA DEVELOPMENT CONTRACT - Strata Plan No. ...

WARNING

This contract contains details of a strata scheme, which is proposed to be developed in two (or more) stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the Executive Committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at Item 2. In these types of development a document known as a 'Strata Management Statement' will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

DESCRIPTION OF DEVELOPMENT

1. DESCRIPTION OF LAND

Lot 100 in Deposited Plan No.

2. DESCRIPTION OF ANY NON-STRATA LAND THAT IS TO BE DEVELOPED ALONG WITH THE STRATA SCHEME

Not applicable.

3. DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME

Not applicable.

4. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

Lot 94 (and possible future development lot/s).

5. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "**authorised proposals** - proposed development **not** subject to a warranty" in the contract.

(iii) Owners Corporation expenses

The developer agrees with the Owners Corporation that the developer will pay the reasonable expenses incurred by the Owners Corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.
- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "**damage**" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and

- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

6. WARRANTED DEVELOPMENT - proposed development subject to a warranty.

Not applicable.

7. AUTHORISED PROPOSALS (Stage 2 only – Lot 94) - proposed development not subject to a warranty.

(i) Description of development

Up to 3 buildings (Buildings C, D, & E) of up to 8 levels containing up to 76 residential units with associated carparking and storage – OR,

Any combination of the above in any order with the creation of additional development lots as necessary.

(ii) Common property amenities

Access driveways, stairs, corridors, pathways, lifts, plantrooms, landscaped areas, garbage collection and storage facilities, and visitor parking.

(iii) Schedule of commencement and completion

Not applicable.

(iv) Schedule of lots

Up to 76 lots.

(v) Working hours

As advised by Ku-ring-gai Council.

(vi) Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and development lots during development

No interference with Common Property as created by Stage 1.

Construction zones wholly maintained within the Development Lot.

(vii) Landscaping

In accordance with landscape plans approved by Ku-ring-gai Council.

(viii) Schedule of materials and finishes

External walls of brick and concrete.

(ix) Vertical staging

Parts of development Lot 94 are situated above and below Stage 1. The developer holds a Contractors All Risk Policy with QBE Commercial Insurance Ltd (Policy No. 31A132594CAR) and a Public Liability Insurance Policy with Lockton Companies International Ltd LONDON, UK, (Policy No. 80964613) & American International Group (Policy No. 15A002180UMB)

(x) Contribution to common property expenses

The developer is not liable for any Common Property expenses.

(xi) Proposed by-laws, management agreements, covenants, easements or dedications

By-Laws as required.

Restrictions, Easements, Positive Covenants or other rights as required by Council or Service Authorities.

8. DATE OF CONCLUSION OF DEVELOPMENT SCHEME

1st October 2019.

9. CONCEPT PLAN

See Sheets 7 – 11.

SIGNATURES, CONSENTS, APPROVALS

Signature/seal of developer:.....

Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot:

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot:

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has consented to the development described in Development Application No. and
- (b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
 - (i) any condition subject to which the consent was granted; or
 - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date:

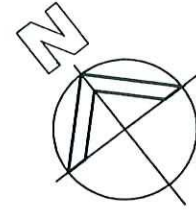
Execution of consent authority:

Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 100 IN DP
No. 2-12 AVON ROAD,
PYMBLE, 2073

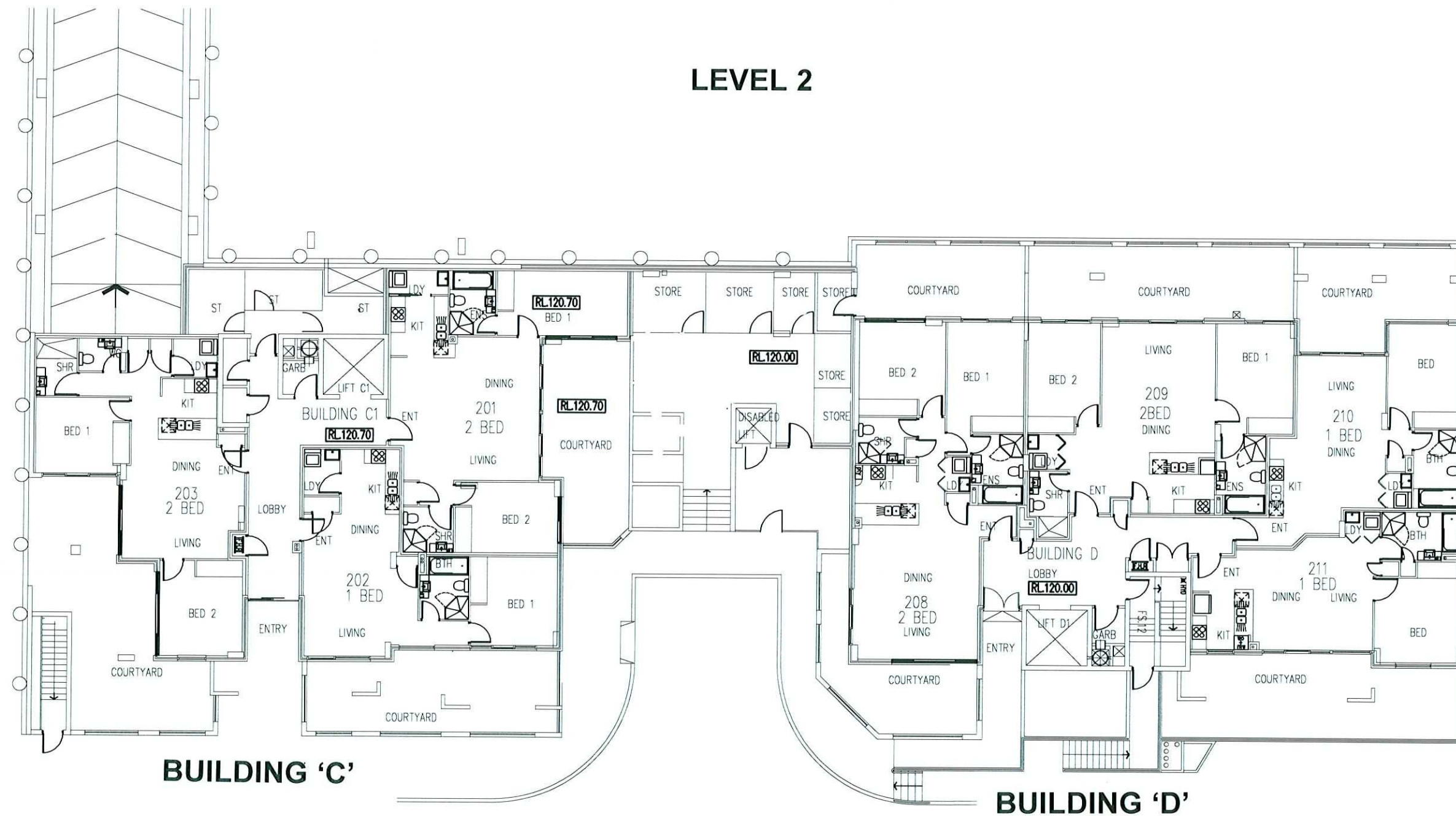
Strata Plan No.

Consented to
Application No.

Registered Date



LEVEL 2



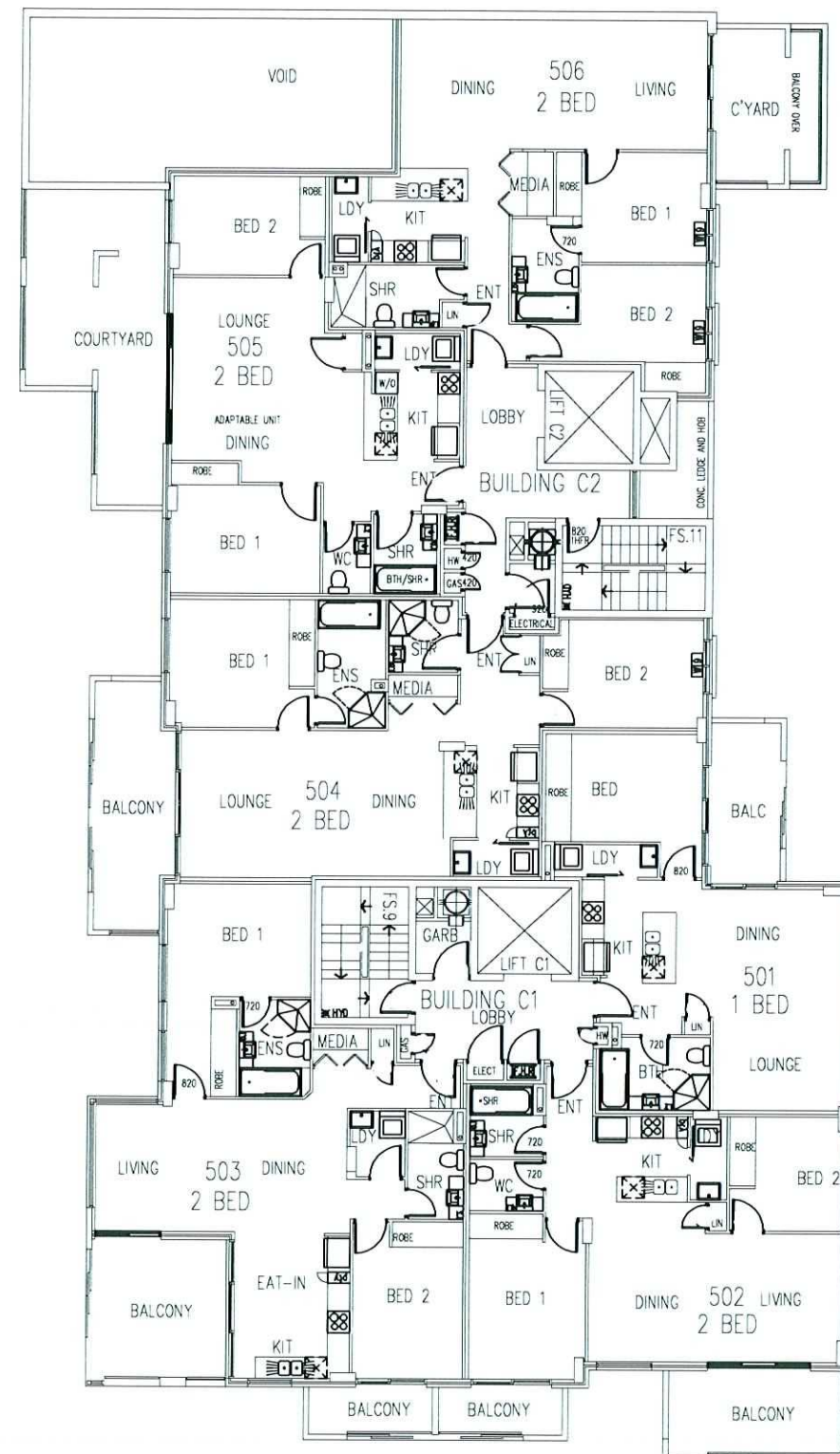
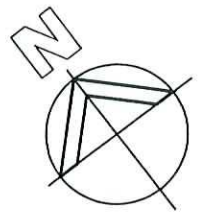
Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 100 IN DP
No. 2-12 AVON ROAD,
PYMBLE, 2073

Strata Plan No.

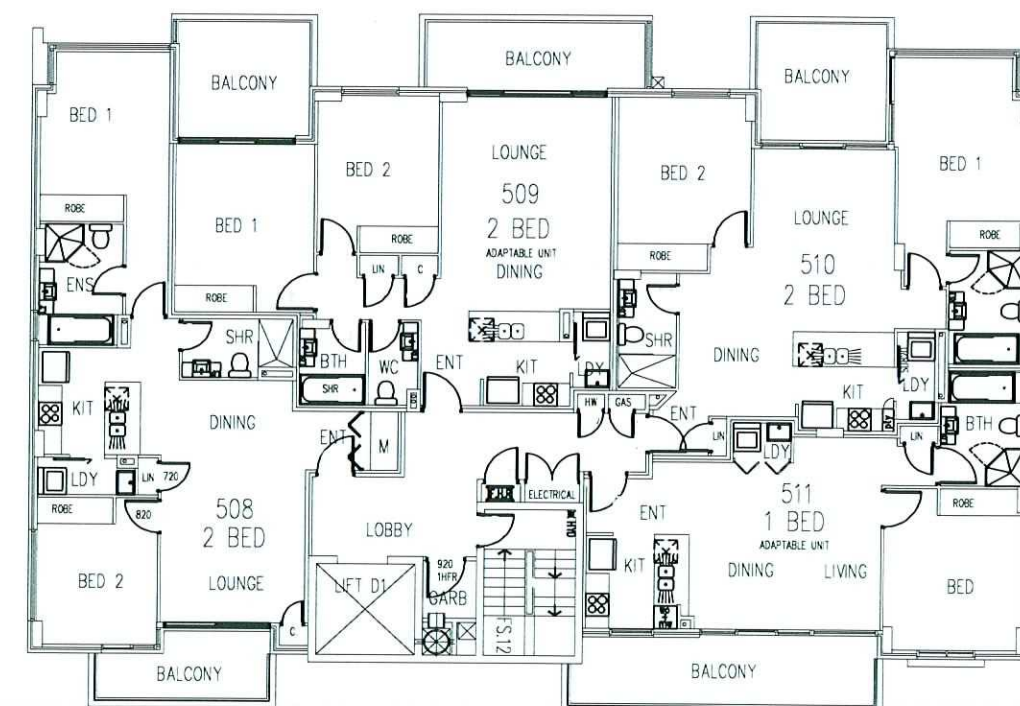
Consented to
Application No.

Registered Date

LEVEL 5



BUILDING 'C'



BUILDING 'D'

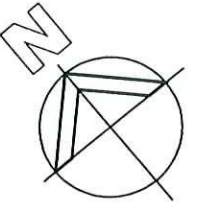
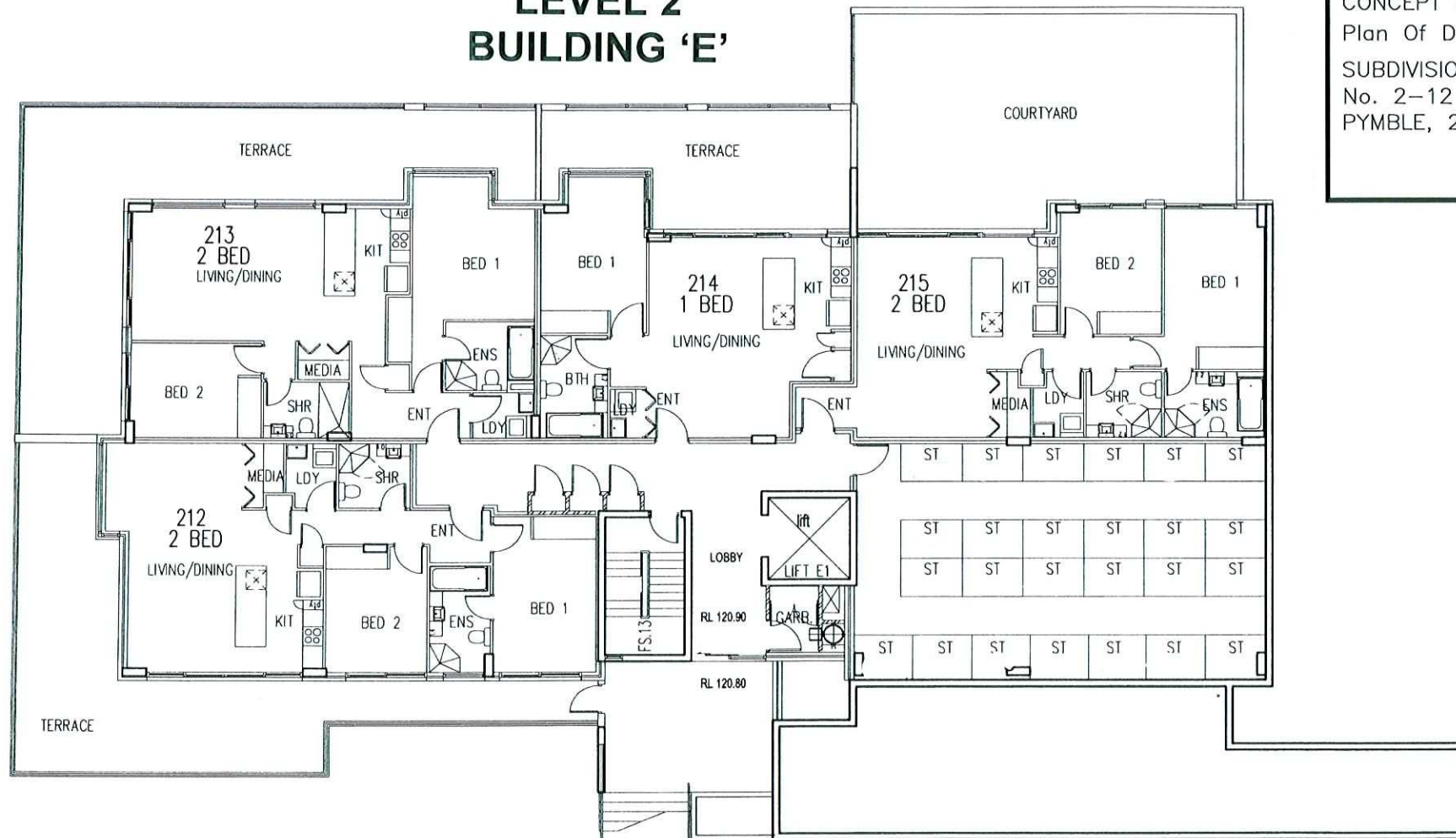
LEVEL 2 BUILDING 'E'

Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 100 IN DP
No. 2-12 AVON ROAD,
PYMBLE, 2073

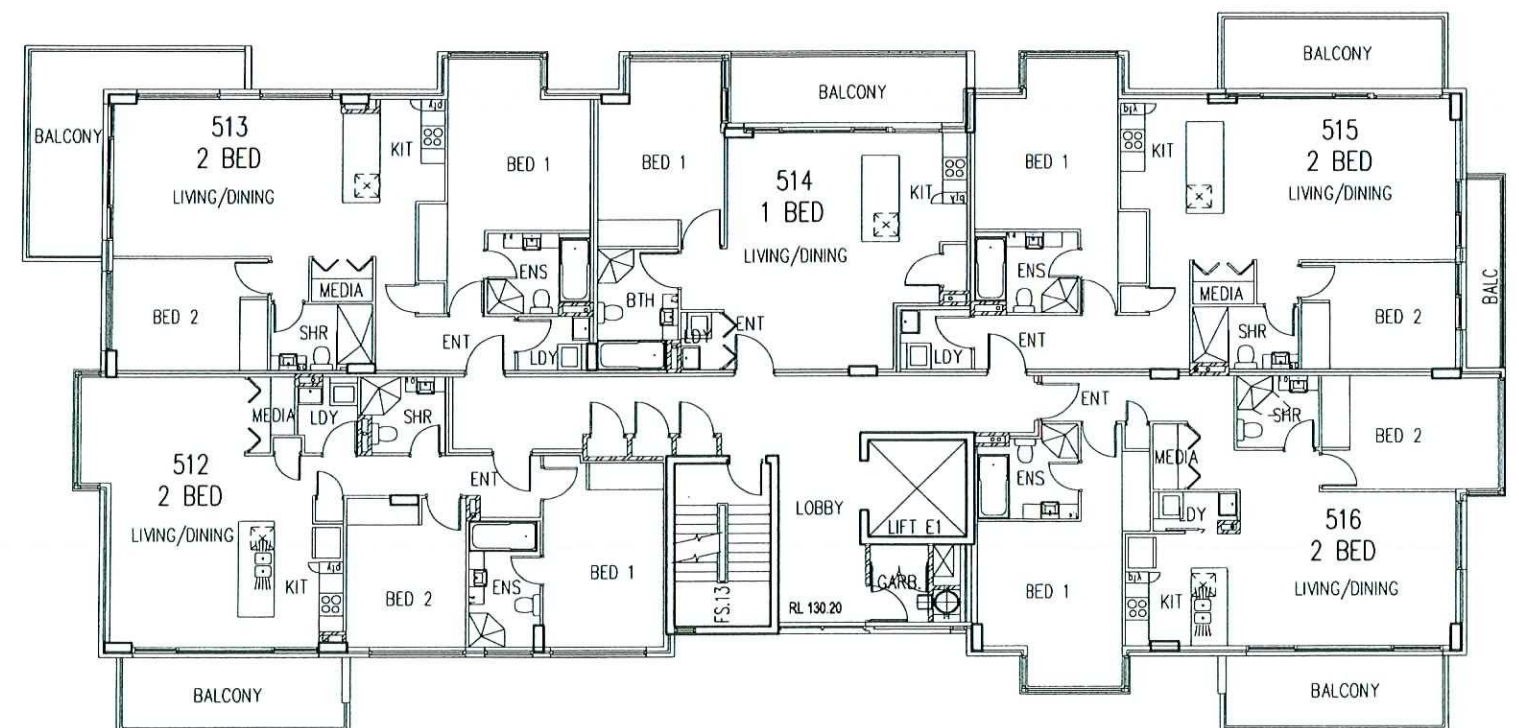
Strata Plan No.

Consented to
Application No.

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LEVEL 5 BUILDING 'E'



Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 100 IN DP
No. 2-12 AVON ROAD,
PYMBLE, 2073

Strata Plan No.

Consented to
Application No.

Registered Date

BUILDING 'C'

BUILDING 'D'

LEVEL 9
RL 142.5

LEVEL 6
RL 132.5

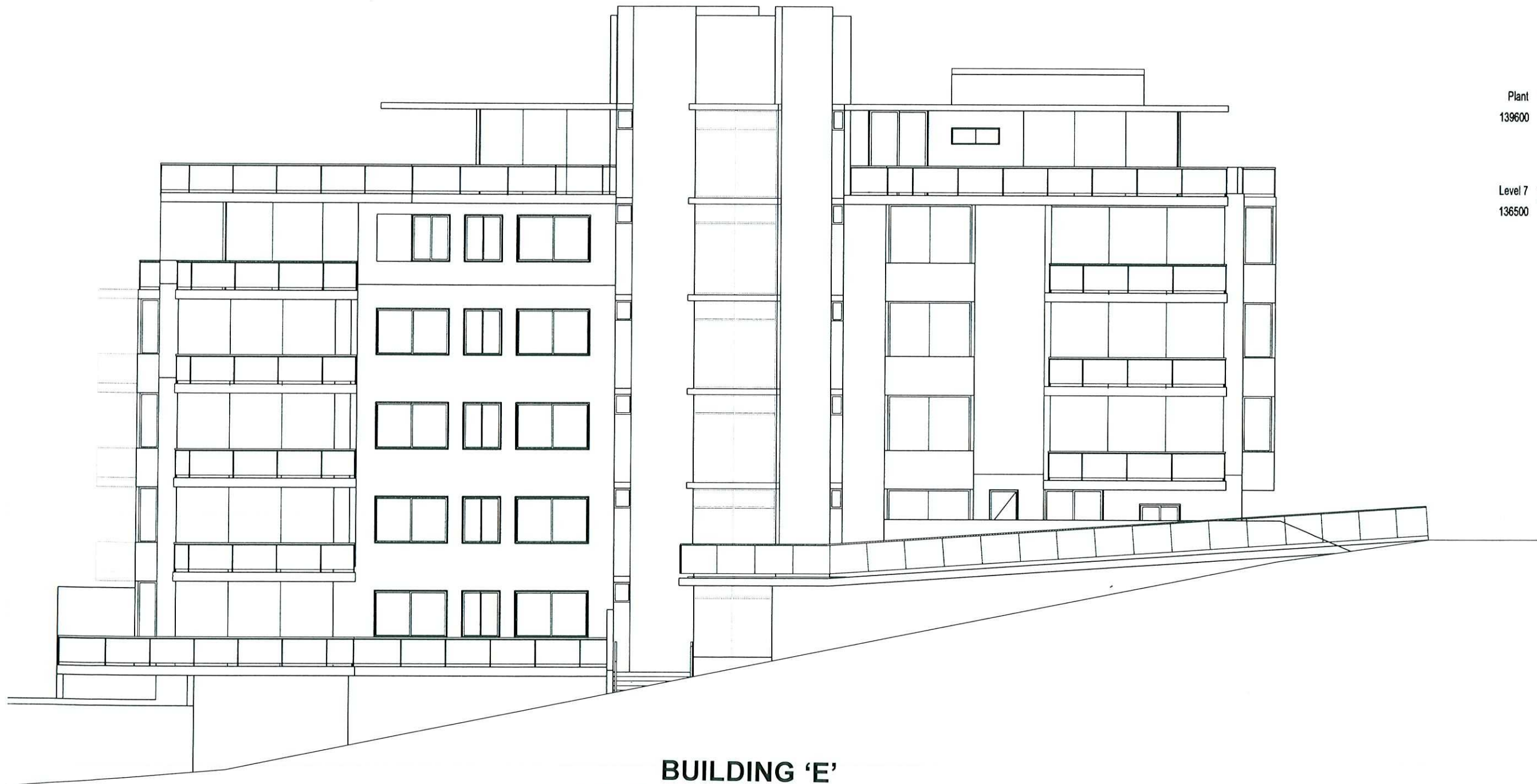
SOUTH WEST ELEVATION

Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 100 IN DP
No. 2-12 AVON ROAD,
PYMBLE, 2073

Strata Plan No.

Consented to
Application No.

Registered Date



Plant
139600

Level 7
136500

BUILDING 'E'
SOUTH WEST ELEVATION