

**Approved Form 27
COMMUNITY LAND DEVELOPMENT ACT**

NEIGHBOURHOOD DEVELOPMENT CONTRACT

(This form may be adapted for use as community or precinct development contract.)

WARNING

1. This contract contains details of a neighbourhood scheme that is proposed to be developed on the land described in it. Interested persons are advised that the proposed scheme may be varied, but only in accordance with section 16 of the Community Land Management Act 1989 .

If the scheme forms part of a staged development, interested persons are advised of the possibility that the scheme may not be completed and may be terminated by order of the Supreme Court.

2. This contract must not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in the scheme concerned. Attention is drawn in particular to the management statement registered at the office of the Registrar-General with this contract, which statement sets out the management rules governing the scheme and provides details of the rights and obligations of lot owners under the scheme.

3. Further particulars about the details of the scheme are available in:

Development consent datedgranted by,
The Local Environmental Plan and the Development Control Plan.

4. The terms of this contract are binding on the original proprietor and any purchaser, lessee or occupier of a lot in the scheme. In addition, the original proprietor covenants with the association concerned and with the subsequent proprietors jointly and with each of them severally to develop the land the subject of the scheme in accordance with the development consent as modified or amended with the consent authority's approval from time to time.

* Strike out if inapplicable

The developer must provide either the:
Description of Development including Rights and Undertakings,
OR the Undertaking by the Original Proprietor.
DO NOT COMPLETE BOTH

DESCRIPTION OF DEVELOPMENT

1. Description of land

Provide a description of the land which is to be developed under the scheme

2. Amenities

This may include a description of the proposed common amenities which are to be provided on the neighbourhood property in conjunction with the neighbourhood scheme. Details of any facilities to be provided, such as clubs, libraries, swimming pools etc., should be included.

3. Theme and architectural design

Indicate the theme (if any) on which the scheme is based and details of the architectural design of the scheme. The original proprietor should, as far as practical, provide a clear indication of the type of dwellings proposed for the scheme and to be provided by the original proprietor. Details should include any proposed building style (eg. Federation, Colonial modern etc.), building finishes.

Note:

Architectural guidelines applying to buildings to be constructed by the individual owners of neighbourhood lots should be included in the management statement.

4. Landscaping

Provide a brief description of the manner in which it is proposed to landscape the parcel.

5. Pictorial representation

A simple pictorial representation or concept plan of the anticipated appearance of the completed scheme is to be attached, showing, where possible, the proposed location of buildings, roads, common facilities or amenities and other features such as landscaped areas.

RIGHTS AND UNDERTAKINGS

During the development the original proprietor has the following rights relating to ingress, egress, movement and parking of vehicles to, from and on the parcel during development and the permitted uses of neighbourhood property.

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Set out the details of access and construction zones, working hours and accompanying rights over association property and lots in the scheme.

The original proprietor undertakes not to cause any unreasonable inconvenience to the proprietors of any lots in the scheme and to repair without delay any damage caused to association property or common property by development activities.

UNDERTAKING BY THE ORIGINAL PROPRIETOR

I, of being the original proprietor, certify that;

- a) There are no additional amenities required to be provided under the neighbourhood scheme; and
 - b) There is no further work to be done by me on the parcel to which this development contract relates.
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Execution by the original proprietor

Signature/Seal

Name (Please Print)

Date

Signature of Witness

Name (Please Print)

Address and occupation of witness

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Certificate of Approval

It is certified:

- (a) That the consent authority has consented to the development described in Development Application No and
- (b) That the terms and conditions of this development contract are not inconsistent with that development as approved

Date:

Execution of consent authority

The above text shown in "RED" is for instruction purposes only and should not be produced as part of the final document.