

Form 15.

LAND SALES CONTROL ACT, 1948.

**Declaration that land is exempt from the provisions of Section 3
of the Land Sales Control Act, 1948.**

A declaration
in this form
must be lodged
with any
transfer or
conveyance which
is unaccompanied
by the consent
of the Minister
or his delegate.

We, IVOR THOMAS WYBORN STOKES
and THOMAS CHARLES NICKSON of No. 9, High Street, City,
do solemnly and sincerely declare that:—

(1) Transferor,
Transferee,
Conveyer,
Conveyee

(2) Transfer,
Conveyance,

(3) Brief
description
of land.

We are
1. ~~the~~ the (1) Transferrors
named in the (2) Transfer
dated 5 December 1948 of the land situated
at French's Forest being (3) Lot 2, D.P. 20791 and
being part of the land comprised in Certificates of Title
Vol. 5442, Folio 227, and Vol 5584, Fol. 195.
ourselves
between myself and (1) James Norton Percy,

2. No dwelling house or other building is erected on the said land.

3. The said land is not used or ordinarily used for agricultural, pastoral,
horticultural, viticultural, apicultural, dairy farming, poultry farming, or other
like purposes.

And I make this solemn declaration conscientiously believing the same to be
true and by virtue of the provisions of the Oaths Act, 1900-1926.

Declared at Lyons this 5 day of December
1948, before me

NOTES: (a) Attention is drawn to the penalty provided by the Oaths Act, 1900, for making
of a wilfully false declaration and to the penalty provided by Section 25 of the Land Sales Control
Act, 1948, for contravention or failure to comply with any of the provisions of the Act or Regulations.

(b) Section 12 of the Land Sales Control Act, 1948, provides that a person shall not
make to the Minister or to any person having duties connected with the provisions of that Act any
statement whether oral or in writing relating to any matter dealt with or arising under that Act which
he knows to be untrue in any particular or which is made by him without his having made proper
enquiries to ascertain the truth thereof.

101 /Src:M



FEES:— £ s d
Lodgment ... : :
Endorsement... : :
Certificate ... : :
Stamp Duty ... : :
Total ... : :
2/10/-

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be in black ink and in permanent ink.

It is the duty of the Registrar-General to see that the requirements of the Act are complied with.

b If to two or more, state whether as joint tenants or tenants in common.
c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot ... of ... D.P. ... or ... being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or certificates) registered Vol. ... Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.C. Act, 1920, should accompany the transfer.
e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.
f very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or a Deputy Registrar-General, or a Notary Public, a J.P., or a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

i The Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

I, WE, IVOR THOMAS WYBORN STOKES of Sydney, Indent Agent, and THOMAS CHARLES NICKSON of Sydney, Electrical Contractor, (herein called transferors), being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two hundred pounds, (£200.0.0.) (the receipt whereof is hereby acknowledged) paid to us by LEO PARMETER CARTER of Pymble, Investigation Officer, (herein called transferee)

do hereby transfer to the said transferee

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>MANLY COVE</u>	<u>PART</u>	<u>5583</u>	<u>195</u>	Being Lot 7 in Deposited Plan number 20791.

And the transferee ~~acknowledges~~ accepts the transfer for himself, his heirs, executors, administrators and assigns and so as to bind the registered proprietor and/or occupant for the time being of the land hereinbefore described covenants with the transferors, their executors, administrators and assigns as follows:—

- (1) That any main building erected on the said land before the 1st day of January 1959 shall be brick and/or stone and/or concrete or other material to be approved by the transferors in writing.
- (2) That the roof of any such main building shall be of slate and/or tiles or other material to be approved by the transferors in writing.
- (3) That any such main building erected upon the said land shall at any time hereafter be used for any purpose other than for residence and
- (4) That any such main building shall cover an area of floor space of not less than 1100 square feet excluding out-buildings

AND IT IS HEREBY DECLARED that the land which is subject to the burden of these covenants is the land hereby transferred and the land to which the benefit of these covenants is appurtenant is the residue of the land in the said Deposited Plan number 20791 and these covenants may be released, varied or modified by or with the consent of the said Transferors their executors, administrators or assigns. (Encumbrance reservation of minerals)

Signed at Sydney
Signed in my presence by the transferor
IVOR THOMAS WYBORN STOKES
WHO IS PERSONALLY KNOWN TO ME

Signed by the transferor THOMAS CHARLES NICKSON in the presence of:—
R. Carter

Signed in my presence by the transferee
LEO PARMETER CARTER
WHO IS PERSONALLY KNOWN TO ME
L. T. Harris
Solicitor, Sydney

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificates be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damage recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

Office: 01TE
01-06-014
Licensee: Colin Biggers & Paisley

**TRANSFER
INCLUDING EASEMENT**
New South Wales
Real Property Act 1900



9380695H

PRIVACY NOTE: this information is legally required

STAMP DUTY

Office of State Revenue (N.S.W. TREASURY)	
CLIENT No. 24233	STAMP No. 215
STAMP DUTY \$2.00	SIGNATURE
TRANSACTION No. 030501	DATE 23/10/03
ASSESSMENT DETAILS:	

(A) **TORRENS TITLE**

Land transferred 101/1032863, 3/20791, 4/20791, 5/20791, 1/563883
--

(B) **TENEMENTS**

Servient (land burdened) 101/1032863, 3-5/20791, 1/563883	Dominant (land benefited) 1/1037200
--	--

(C) **LODGED BY**

Delivery Box 115F	Name, Address or DX and Telephone COLIN BIGGERS & PAISLEY LEVEL 42, 2 PARK STREET, SYDNEY DX 280 SYDNEY; TEL: (02) 8281 4555 Reference (optional): DDS:21056	CODE TE
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(D) **TRANSFEROR**

COLES MYER PROPERTY DEVELOPMENTS LIMITED (ABN 72 004 428 326) LTD
--

(E)

The transferor acknowledges receipt of the consideration of \$9,750,000, transfers to the

(F)

transferee an estate in fee simple; and the transferor reserves an easement as set out in Schedules 1 & 2 hereto.

(G)

Encumbrances (if applicable): 1. 2. 3.

(H) **TRANSFEEEE**

AUSTRALAND APARTMENTS NO 5 PTY LIMITED (ACN 100 251 269)
TENANCY:

(I)

DATE

dd / mm / yyyy

(J)

Certified correct for the purposes of the Real Property Act 1900 by the AND EXECUTED ON BEHALF OF THE corporation named below the common seal of which was affixed pursuant BY THE to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below, PURSUANT TO THE AUTHORITY SPECIFIED.

OF THE

Corporation: **COLES MYER PROPERTY DEVELOPMENTS LIMITED (ABN 72 004 428 326) LTD**
Authority: **SECTION 127 OF THE CORPORATIONS ACT 2001 (Cth)**

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

**ANDREW JAMES ROBINSON
SECRETARY**

Name of authorised person:

KEVIN JOHN ELKINGTON

Certified correct for the purposes of the Real Property Act 1900 by the AND EXECUTED ON BEHALF OF THE

OF THE

corporation named below the common seal of which was affixed pursuant BY THE to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below, PURSUANT TO THE AUTHORITY SPECIFIED

OF THE

Corporation: **AUSTRALAND APARTMENTS NO 5 PTY LIMITED ACN 100 251 269** pursuant to Section 127 of the Corporations Law

Authority:

SECTION 127 OF THE CORPORATIONS ACT 2001 (Cth)

Signature of authorised person:

PETER JAMES DRANSFIELD

Signature of authorised person:

**MICHAEL SMITH
SECRETARY**

Name of authorised person:

DIRECTOR

Name of authorised person:

SECRETARY

(K.)

SCHEDULE 2

reservation of easement

complete the tenements panel on the front

The transferor reserves

The transferor reserves a restriction on use in the following terms:

The transferee covenants with the transferor (to the intent that the burden of this covenant runs with and burdens the servient tenement and runs with and benefits the dominant tenement) that the servient tenement or any part of the servient tenement may not be used for any purpose other than for residential accommodation.

The owners in fee simple for the time being of the dominant tenement have the right to release, vary or modify this restriction.

The consent of the lessee or occupier for the time being of the dominant tenement is required to a release, variation or modification of this restriction.



R.P. 13. 001 39 11 57 03
New South Wales
MEMORANDUM OF TRANSFER
REAL PROPERTY ACT, 1900.

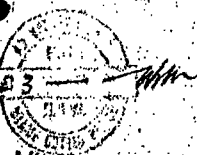
J 5 10 48 G

D914292

Febs:—
Lodgment
Endorsement
Certificate

(Trusts must not be included in the transfer.)

a If a less estate, strike out "in fee simple," and insert the required alteration.



b If in fee or more, state whether as joint tenants or tenants in common.
c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.P.O.) may be added. Any annexure must be signed by the parties and their solicitors.
d If part only of the land comprised in a Certificate of Title is to be transferred, add "and being more particularly described in the plan deposited hereon," or "being the residue of the land in Certificate (or grant) registered Vol. No. of the local council is required to be a subdivision of the certificate and plan mentioned in the L.P. Act, 1900, should accompany the transfer."
e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception.
Any provision in addition to or modification of the covenants implied by the Act may also be inserted.
If the space provided is insufficient a form of annexure should be used.
A very short note will suffice.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

See Sec 3

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overent. As to instruments executed elsewhere, see back of form.

Report attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-recognition on back to a penalty of (\$50) also to damages recoverable by parties injured. Unless the instrument contains some special covenant by the transferee, the solicitor may sign in cases where it is established that the transferor's signature cannot be obtained without difficulty. The Solicitor must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

I, WE, IVOR THOMAS WYBORN STOKES of Sydney, Indent Agent and THOMAS CHARLES NICKSON of Sydney, Electrical Contractor (herein called transferors) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of TWO HUNDRED AND TWENTY-FIVE POUNDS (£225) (the receipt whereof is hereby acknowledged) paid to us by KENNETH BRUCE MACKENZIE of Willoughby, Traveller

do hereby transfer to the said transferee (herein called transferee) ALL such our Estate and Interest in ALL the land mentioned in the schedule following:—

County.	Parish.	Reference to Title (a)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Vol.	
CUMBERLAND	MANLY COVE	PART	5442	227	Being Lot 5, Deposited Plan 20791.
"	"	"	5583	195	

And the transferee covenants with the transferor See Annexure.

ENCUMBRANCES, &c., REFERRED TO.
Reservation of Minerals contained in Crown Grant.

Signed at SYDNEY the 22nd day of October 1948
Signed in my presence by the transferors
ARE WHO ARE PERSONALLY KNOWN TO ME
[Signature] [Signature]
Signed [Signature] Transferees

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
[Signature] [Signature]
Transferee.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

ANNEXURE to MEMORANDUM OF TRANSFER from IVOR THOMAS
WYBORN STOKES and THOMAS CHARLES NICKSON to KENNETH
BRUCE MACKENZIE bearing date the~~2nd~~... day of
...October... 1948.

-----p00-----

(The Transferee for himself his Executors Administrators and assigns
and so as to bind the land hereby transferred in the hands of the
owner or occupier thereof for the time being HEREBY COVENANTS with
the Transferrors their Executors Administrators and assigns as follows:

THAT any main building to be erected on the said land hereby transferred
before the First day of January, One thousand nine hundred and fifty-nine
shall be of Brick and/or Stone and/or Concrete or other material to be
approved by the Transferrors in writing and the roof shall be of Slate
and/or Tiles or other material to be approved by the Transferrors in
writing and no such main building shall be used for any purpose other
than that of a residence, and that no such main building shall cover
an area of floor space of less than One thousand one hundred (1100)
square feet excluding outbuildings.

AND for the purposes of Section 88. of the Conveyancing Act 1919-1943.
it is hereby declared:-

(a) The land to which the benefit of the above covenants is
intended to be appurtenant is the whole of the land comprised in the
Deposited Plan No. 20791. other than the land hereby transferred,

(b) The land which is subject to the burden of the above
Covenant is the land hereby transferred,

(c) The above covenants or any of them may be released
varied or modified by the Transferrors their executors administrators
or assigns.)

...*Ivor Thomas*...
...*Thomas Charles Nickson*...
...TRANSFERRORS....

...*K. B. Mackenzie*...
...TRANSFERRER....

Instrument setting out terms of easements or profit à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88 and section 88B Conveyancing Act 1919

(Sheet 1 of 6 sheets)

Plan: DP1080537

Plan of consolidation of Lot 1 in DP563883,
 Lot 3, 4 & 5 in DP20791 and Lot 101 in
 DP1032863

**Full name and address of
 the owner of the land:**

Russet Place Pty Ltd ACN 100 251 269
 Level 3, 1C Homebush Bay Drive RHODES
 NSW 2138

Part 1A (release)

Number of item shown in the intention panel of the plan	Identity of easement, profit à prendre restriction on use or positive covenant to be released	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), body or prescribed authority required to consent to release
1	Easement to drain water (N870138)	Lot 1 DP563883	Lot 101 DP1032863
		Lot 1 DP563883	Lot 100 DP1032863
2	Easement to drain water 3 wide (8042170)	Lot 101 DP1032863	Lot 100 DP1032863

Part 1 (creation)

Number of item shown in the intention panel of the plan	Identity of easement, profit à prendre restriction on use or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), body or prescribed authority
1	Easement to drain water 3 wide limited in stratum (A)	100	Lot 100 DP1032863
2	Right of foot way 1.5 wide (B)	100	Lot 100 DP1032863
3	Restriction on use of land	100	Warringah Council
4	Positive covenant	100	Warringah Council

Instrument setting out terms of easements or profit à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88 and section 88B Conveyancing Act 1919

(Sheet 3 of 6 sheets)

Plan: DP1080537

Plan of consolidation of Lot 1 in DP563883,
Lot 3, 4 & 5 in DP20791 and Lot 101 in
DP1032863

Part 2 (Cont.)

- 2.3 For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- 2.4 By written notice the Council may require the Grantee to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2)(a) of the Conveyancing Act is hereby agreed to be amended accordingly.
- 2.5 Pursuant to section 88F(3) of the Conveyancing Act the authority shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 2.4 hereof.
 - (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) Any expense reasonably incurred by it in exercising its powers under clause 2.5(a) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - (ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Conveyancing Act or providing any certificate required pursuant to section 88G of the Conveyancing Act or obtaining any injunction pursuant to section 88H of the Conveyancing Act.
- 2.6 This covenant shall bind all persons who claim under the Grantee as stipulated in section 88E(5) of the Conveyancing Act.

Instrument setting out terms of easements or profit à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88 and section 88B Conveyancing Act 1919

(Sheet 5 of 6 sheets)

Plan: DP1080537

Plan of consolidation of Lot 1 in DP563883,
Lot 3, 4 & 5 in DP20791 and Lot 101 in
DP1032863

Part 2 (Cont.)

4. Interpretation

- 4.1 The benefit and burden of each easement, profit à prendre, restriction or covenant in this instrument is annexed to each respective lot benefited and lot burdened and passes with the easement, profit à prendre, restriction or covenant.
- 4.2 Each easement, profit à prendre, restriction or covenant in this instrument is binding on the successors of each Grantee and Grantor and every person entitled to an estate in possession of the respective lot benefited or lot burdened (including any part of it).
- 4.3 The word include is used without limitation.
- 4.4 Headings do not affect the interpretation of this instrument.

5. Indemnity and release

- 5.1 The Grantee and each of its Authorised Users enter upon the lot burdened at their own risk.
- 5.2 The Grantee releases the Grantor from any claim or demand of any kind that may arise in respect of any damage to persons or property on the lot burdened except to the extent that it is caused by the Grantor's negligence.
- 5.3 The Grantee indemnifies the Grantor in respect of any claim, cost, expense or other damage incurred by the Grantor (except to the extent that it is caused by the Grantor's negligence) arising from the use of the lot burdened by the Grantee and any of its Authorised Users, including:
 - (a) damage to the lot burdened (excluding fair wear and tear);
 - (b) damage to the property of the Grantor; and
 - (c) damage to any Authorised User.

Surveyor's Certificate

[illegible]

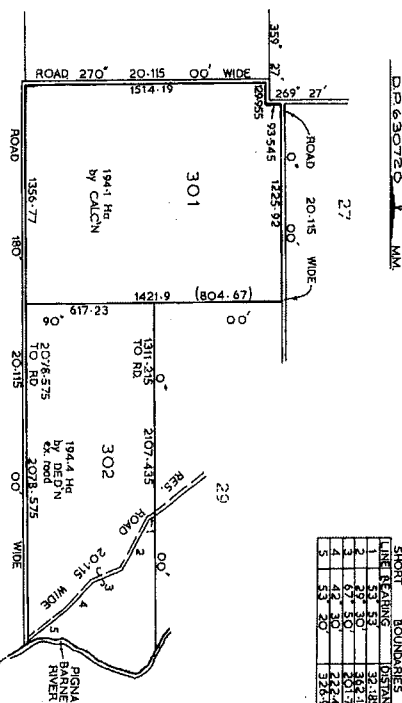
Localities: TOMALLA
Country: HAINES
Lengths are in metres

Registered:  2-5-2-1983 *AK*
 CA: No 3282 OF 1-12-1983
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: PARISH#
 Last Plan: _____

Cost Plan

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user

E. J. J. J. J.



LINE	PEARING	DISTANCE
1	53' 53"	32.18
2	26' 30"	362.1
3	67' 30"	201.7
4	42' 30"	222.4
5	53' 20"	326.4

SURVEYOR'S REFERENCE

— Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

I, Bruce Richard Davies, Under Secretary for lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

25th February, 1983

STRATA SCHEME NO 74701
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 7 - SMOKING

1. For the purposes of this By-Law by definition:-
 - a. "Smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoke and is ignited.
 - b. "The property" means all lots and the common property of the strata scheme;
 - c. An owner of a lot and a director or shareholder of a corporate owner shall be an occupier of that lot if she or he resides in the lot.
2. This By-Law does not prohibit smoking within a lot provided that:-
 - a. The person resides in, or is a visitor in a lot within which the smoking occurs.
 - b. The person does not smoke within any other part of the building or on any area regarded as common property of the Owners Corporation.
 - c. The smoke generated by the person is not discernable in any other lot inclusive of balcony or terrace or by any person being on common property of the Owners Corporation.
 - d. The smoke does not enter or pass through any air conditioning serving the building including gaps, vents, wall or roof voids;
3. If a person, not being an owner or occupier of a lot, smoke in the lot the occupier of the lot breaches this By-Law unless:-
 - a. The person not being an owner or occupier complies with 2c & d.
 - b. The occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot;
Or
 - c. Upon becoming aware that the person was smoking in the lot, the owner or occupier requests that the person smoking to immediately cease smoking, pursuant the person complies, or to immediately leave the property, pursuant the person complies.
4. If a person, not being the owner or occupier of a lot, smokes on the common property, the person, being an owner or occupier of a lot or executive committee member who invited that person on the common property, or with whose permission the person remains on the common property, breaches the By-Law unless:
 - a. He or she did not know, or could not reasonably be expected to have known, that the person was smoking on the common property; or
 - b. Upon becoming aware that the person is smoking on the common property the owner or occupier requests the person smoking to immediately cease smoking, pursuant that the person complies or leaves the property pursuant that the person complies.

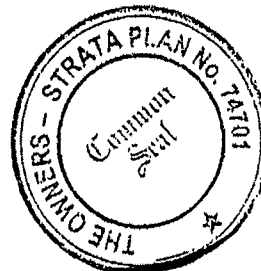
THE COMMON SEAL of THE OWNERS – STRATA PLAN
NO 74701 was affixed on the 22nd day of December 2011 in the
presence of

Names: _____

Anthony James Goreshev

Signatures: _____

Being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



27 October 2015	reflect and be compatible with the surrounding land use zones and management principles.	Lot X & Y in DP 26598, 'the Centre' road reserve between Darley Street & Starkey Street and LOT 18 DP 30880).
-----------------	--	---

- 1.3 The name of each development control plan that applies to the carrying out of development on the land.

Warringah Development Control Plan 2011

- 1.4 In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

- 2.1 Zoning and land use under Warringah Local Environmental Plan 2011

(a) The Land is identified by Warringah Local Environmental Plan 2011 as being within the following zone:-

LEP - Land zoned B2 Local Centre

(b) The purposes for which Warringah Local Environmental Plan 2011 provides that development may be carried out within the zone without the need for development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(c) The purposes for which Warringah Local Environmental Plan 2011 provides that development may not be carried out within the zone except with development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(d) The purposes for which Warringah Local Environmental Plan 2011 provides that development is prohibited within the zone.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed.

No

(f) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(g) Whether the land is in a conservation area.

No

(h) Whether an item of environmental heritage is situated on the land

No

- 2.2 Draft Local Environmental Plan – if any

Please refer to the table in Question 1.2.

Please contact Council's Strategic Planning unit with enquiries on 9942 2111