

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 71707391	NSW DAN:
vendor's agent	Upstate Level 1, Suite 15/888 Pittwater Road, Dee Why NSW 2099		Phone: 9971 9000 Fax:
co-agent	Email: kelly.m@upstate.com.au		Ref: Kelly Mulvihill
vendor	DANIEL TIMOTHY HUOLOHAN		
vendor's solicitor	Northern Beaches Conveyancing Services 13 Tatiara Cres North Narrabeen NSW 2101		Phone: 0414244133 Fax: Ref: huolohan
date for completion	42 days after the contract date	(clause 15)	Email: info@nbc.com.au
land	2/59 GLADSTONE ST NEWPORT NSW 2106 (Address, plan details and title reference)		
	LOT 2 IN STRATA PLAN 2599 2/SP2599		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

## A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

### GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

huolohan

71707391

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)

☐ no ☐ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

**Tax information (the parties promise this is correct as far as each party is aware)**

**land tax** is adjustable

☐ NO ☐ yes

**GST:** Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*  
(residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

**GSTRW payment (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

## HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Northside Strata, ph: 8407 9314

## ADDITIONAL CONDITIONS

1. The Purchaser acknowledges and agrees that the property is purchased in its present condition and state of repair. The Purchaser has not relied on any representation or warranty made by or on behalf of the Vendor as to fitness or suitability or approved use of the property for any particular purpose or financial return or income derived from the property. The Purchaser can not make a claim, objection or requisition or rescind or terminate in respect of the state of repair or condition of the property or patent defects of the property.
2. The Purchaser warrants to the Vendor that he was not introduced to the property directly or indirectly by any agent other than the agent disclosed in this contract. If the Purchaser is in default of this condition then the Purchaser is solely responsible for that other agents commission. This condition will not merge on completion.
3. Should either the Vendor or the Purchaser prior to completion, or if no more than one, or if any of them, die or become mentally ill, be declared bankrupt or being a company is wound up or goes into liquidation then either party may at any time thereafter rescind this contract by notice in writing served on the other party and clause 19 of the contract shall apply.
4. If, for any reason not solely attributed by the Vendor, the balance of the purchase moneys are not paid by the Purchaser to the Vendor by the completion date or any date after the completion date, the Purchaser shall on completion pay a sum equal to the rate of ten per centum (10%) per annum on the said balance from the due date until actual completion without prejudice to the Vendor's rights and remedies therein mentioned or its other rights to damages by virtue of the default of the Purchaser hereunder. Such sum shall form part of the balance of the purchase moneys and be paid on completion as an essential term of the Contract. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest on the purchase money and liability for rates and outgoings. It is agreed that if the purchaser pays less than 10% deposit and defaults, then they will have to pay to the Vendor upon demand the balance deposit so that same totals 10%.
5. Should either party be unwilling or unable to complete by the completion date specified herein, then the other party shall be entitled at any time after the completion date, to serve a Notice to Complete making "time of essence". The notice shall give not less than fourteen (14) days notice after the completion date. Both the Purchaser and the Vendor agree that the time of 14 days is considered to be reasonable and sufficient to render time being made essential. Either party may serve a notice, withdraw it and reissue another. Such Notice may be served by fax to the other party's conveyancer/solicitor. If it becomes necessary for the Vendor's Conveyancer to issue a Notice to Complete pursuant to this Clause, then the purchaser shall pay the costs of issuing a Notice assessed at \$350.00 payable as directed
6. Notwithstanding the provisions of Conditions 6 & 7 hereof, the parties hereby agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Condition 8 hereof entitling the Vendor to rescind this Contract.
7. If the Vendor terminates this Contract under clause 9 then the Purchaser must immediately pay to the deposit holder an amount equivalent to the difference between the deposit paid and ten percent of the price, and such payment shall be regarded as part of the deposit payable. The Deposit will then be paid to the Vendor the day after the Notice to Complete expires.
8. (a) Clause 16.5 – Delete "...plus another 20% of that fee..."  
(b) Clause 7.1.1 – Replace 5% with 1%.  
(c) If a protected tenant does not vacate the property prior to settlement then settlement won't take place until the tenant has vacated. If further complications arise, the matter will have to go to the Tenancy Tribunal.  
(d) Clause 6.1, 6.2 and 6.3 – delete.  
(e) Clause 16.8 – Is to be deleted;  
(f) The only requisitions to be served are as attached ("Annexure A") to this Contract and, if not attached, will be served within 21 days after exchange of Contracts. Such requisitions are deemed to be served as at the date of the Contract. The Vendor reserves their right to change answers to any requisitions given prior to settlement".  
(g) The parties agree that the deposit is to be released to the Vendors so they can utilise same as deposit moneys/stamp duty or settlement moneys as required for their purchase/sale.
9. In the event that the Purchaser is a corporation then they must procure the execution by all directors of the Purchaser of a form of guarantee and indemnity which:  
(a) Unconditionally guarantees the performance by the Purchaser of all its obligations under this agreement; and  
(b) Indemnifies the Vendor against all losses occasioned by a result of any breach of this agreement by the Purchaser.

10. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.
11. If a Survey Report, Section 10.7 Certificate, Building Certificate or any other documentation is annexed to this Contract, the Purchaser agrees that no objection, requisition or claim for compensation shall be made re those documents if they are not accurate at the time of exchange or at all.
12. If a Cooling Off Period applies to this Contract then, on each occasion that the Purchaser requests an extension thereof and irrespective of whether the request is granted by the Vendor, the Purchaser must on Completion pay a further sum of \$220 inclusive of GST for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s). This fee is agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. The payment of the fee is an essential term of Completion of this Contract.



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
triSearch (Website)  
Ph. 1300 064 452 Fax.

FOLIO: 2/SP2599

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SEARCH DATE	TIME	EDITION NO	DATE
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21/8/2020	4:38 PM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

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LOT 2 IN STRATA PLAN 2599  
AT NEWPORT  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

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DANIEL TIMOTHY HUOLOHAN (T AI972269)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP2599
- 2 AI972270 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

huolohan

PRINTED ON 21/8/2020

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 21/08/2020 16:38:53

3936



## STRATA PLAN No.2599



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

### STRATA PLAN 2599

FEET INCHES METRES

-	0 3/8	0.01
-	1 1/4	0.03
-	1 1/2	0.04
-	4	0.1
1	4	0.405
1	6	0.455
1	8	0.51
2	2	0.66
2	8	0.815
6	-	1.83
6	11	2.11
8	-	2.44
8	1	2.465
8	2	2.49
9	4	2.845
16	9	5.105
16	11	5.155
18	-	5.485
18	4	5.59
20	-	6.095
20	3	6.17
20	9	6.325
21	3	6.475
65	10 3/4	20.085
66	1 1/4	20.15
230	10	70.36
231	-	70.41

SQ FT

SQ M

70.6	6.6
656	60.9
661	61.4
667	62
672	62.4
675	62.7
706	65.6
711	66.1
717	66.6
722	67.1
725	67.4
7110	660.5

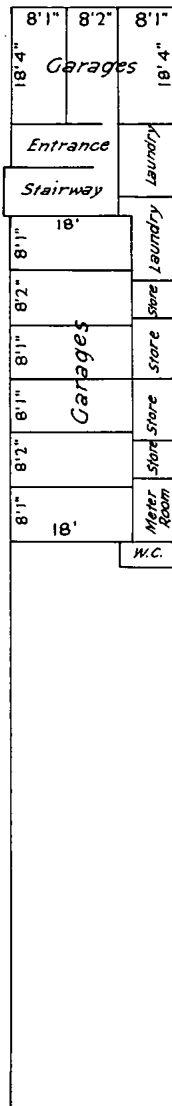
Schedule of Unit Entitlement		OFFICE USE ONLY	
		Current C <sup>s</sup> of T.	
Lot No.	Unit Entitlement	Vol.	Fol.
1	1	10490-222	
2	1	10490-223	
3	1	10490-224	
4	1	10490-225	
5	1	10490-226	
6	1	10490-227	
7	1	10490-228	
8	1	10490-229	
9	1	10490-230	
10	1	10490-231	
11	1	10490-232	
12	1	10490-233	
13	1	10490-234	
14	1	10490-235	
15	1	10490-236	
16	1	10490-237	
AGGREGATE		16	

Council Clerk.

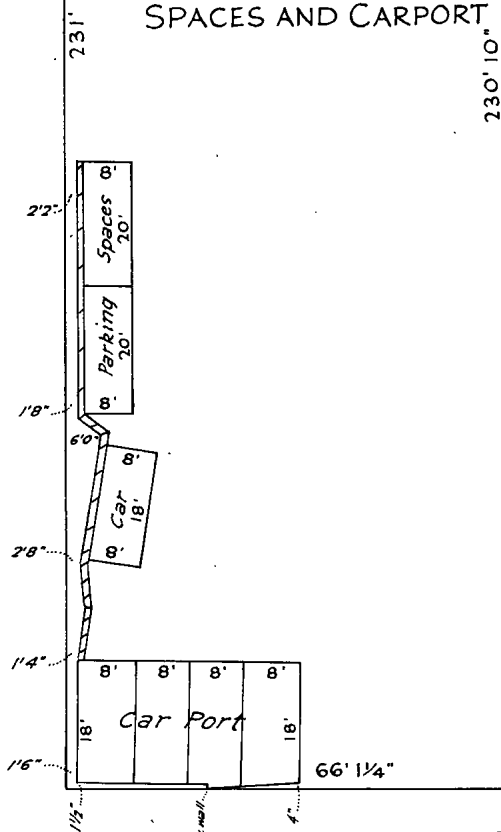
**STRATA PLAN No. 2599**

**GLADSTONE ST.**

**LOWER GROUND FLOOR**



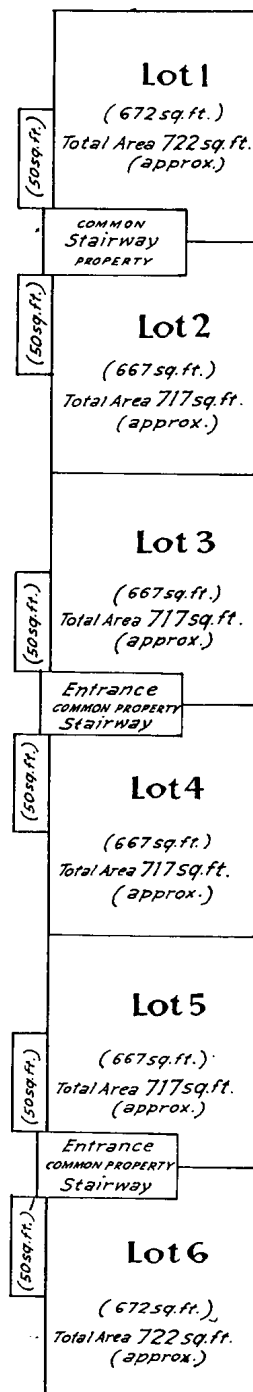
**CAR PARKING SPACES AND CARPORT**



**Note.** Garages, Entrance, Stairway, Laundries, Stores, Meter Room, W.C., Carparking Spaces and Car Port are all common property.

Council Clerk.

**STRATA PLAN No.2599**  
**GROUND FLOOR**



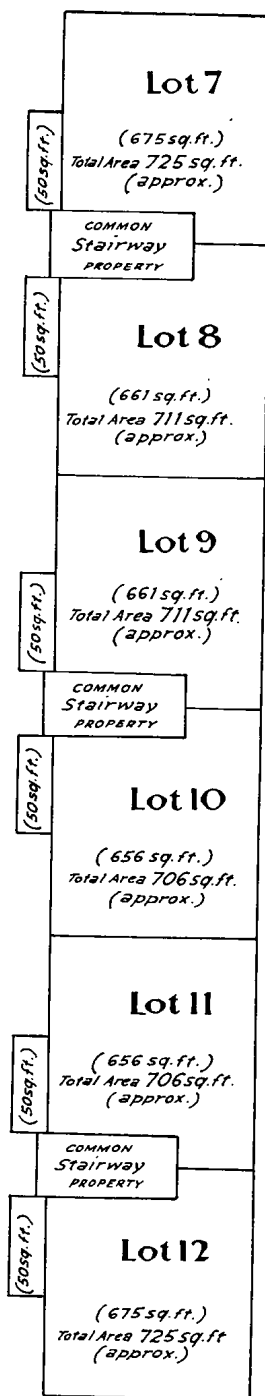
Note. Balconies included in Lots and limited to a height of 8 feet 2 inches from the top of each balcony.

  
Council Clerk.

SHEET No. 5 OF 6 SHEETS

**STRATA PLAN No.2599**

**FIRST FLOOR**

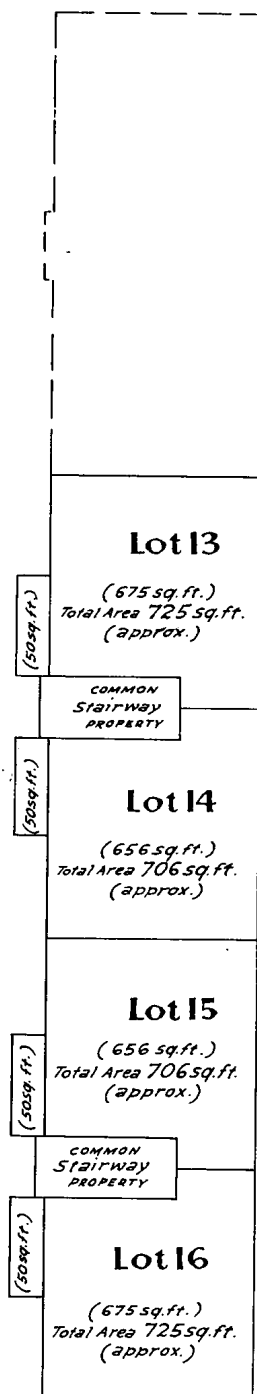


Note. Balconies included in lots and limited to a height of 8 feet 2 inches from the top of each balcony.

  
Council Clerk.

SHEET No. 6 OF 6 SHEETS

**STRATA PLAN No.2599**  
**SECOND FLOOR**



Note. Balconies included in Lots and limited to a height of 8 feet 2 inches from the top of each balcony.

Council Clerk.



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
triSearch (Website)  
Ph. 1300 064 452 Fax.

FOLIO: CP/SP2599

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/8/2020	4:40 PM	-	-

VOL 8508 FOL 99 IS THE CURRENT CERTIFICATE OF TITLE

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 2599  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NEWPORT  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF NARRABEEN COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP2599

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 2599  
ADDRESS FOR SERVICE OF DOCUMENTS:  
59 GLADSTONE STREET  
NEWPORT 2106

SECOND SCHEDULE (4 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA  
SCHEMES MANAGEMENT REGULATION 2016
- 3 Q250438 CHANGE OF BY-LAWS
- \* 4 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES  
(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN  
LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE  
1-7-1974

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 16)

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STRATA PLAN 2599

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1	10	- 1	11	- 1	12	- 1
13	- 1	14	- 1	15	- 1	16	- 1

NOTATIONS

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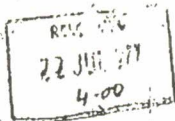
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

huolohan

PRINTED ON 21/8/2020

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RECORDED

-13-217

7:50

10 PM 3-40

104250438

NOTIFICATION OF CHANGE OF BY-LAWS

STRATA TITLES ACT 1973

In pursuance of the Strata Titles Act 1973, the Proprietors of Strata Plan Number 2599 hereby certify that by unanimous resolution duly passed on the 22nd day of May 1975, it was resolved to amend the By-Laws contained in Schedule 1 of the Strata Titles Act 1973 as amended by the addition of a By-Law under Clause 15 (1) Schedule 4 whereby exclusive and perpetual right to occupy the carports, parking spaces and garages as enumerated on the plan annexed hereto was granted to the owners for the

time being of the following units, *Being Covered By Certificate of Title Volume 2508 Folio 99*

Unit 1	Carport 1
Unit 2	Garage 4
Unit 3	Garage 7
Unit 4	Parking space 14
Unit 5	Carport 13
Unit 6	Carport 10
Unit 7	Garage 2
Unit 8	Garage 3
Unit 9	Garage 6
Unit 10	Garage 9
Unit 11	Parking space 16
Unit 12	Carport 11
Unit 13	Garage 5
Unit 14	Garage 8
Unit 15	Parking space 15
Unit 16	Carport 12

PLAN REFILED  
ASD PH 50907

The Common Seal of the Proprietors of Strata Plan No. 2599 was hereunto affixed on the fifth day of May 1977 in the presence of Harry Others Townson Chairman and Michael John Ockwell Secretary being the persons authorised by Section 55 of the Strata Titles Act, 1973, to attest the affixing of this seal.

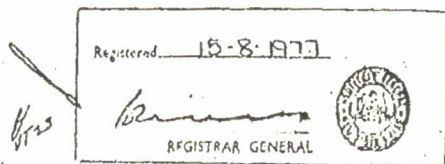


*Harry Others Townson*  
*Michael John Ockwell*



10250438

*lodged by*  
*Z. J. Smith & Co*  
*Barrensey Rd*  
*Newport.*



*G B*

*As per*

*D*

## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** InfoTrack  
GPO Box 4029  
Sydney NSW 2001

**Reference:** huolohan  
**Date:** 21/08/2020  
**Certificate No.** ePLC2020/5170

**Address of Property:** 2/59 Gladstone Street NEWPORT NSW 2106  
**Description of Property:** Lot 2 SP 2599

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## Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

### **1. Relevant planning instruments and Development Control Plans**

**1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:**

**1.1a) Local Environmental Plan**

Pittwater Local Environmental Plan 2014

**1.1b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy 19 – Bushland in Urban Areas  
State Environmental Planning Policy 21 – Caravan Parks  
State Environmental Planning Policy 33 – Hazardous and Offensive Development  
State Environmental Planning Policy 50 – Canal Estate Development  
State Environmental Planning Policy 55 – Remediation of Land  
State Environmental Planning Policy 64 – Advertising and Signage  
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development  
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Koala Habitat Protection) 2019

Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)

## **1.2 Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

### **1.2 a) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

### **1.2 b) Draft Local Environmental Plans**

## **1.3 Development Control Plans**

The name of each development control plan that applies to the carrying out of development on the land:

Pittwater 21 Development Control Plan

## **2. Zoning and land use under relevant Local Environmental Plans**

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

### **2.1 Zoning and land use under relevant Local Environmental Plans**

#### **2.1 (a), (b), (c) & (d)**

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

#### **Zone R3 Medium Density Residential**

#### **2 Permitted without consent**

Home businesses; Home occupations

### **3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home-based child care; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Veterinary hospitals

### **4 Prohibited**

Pond-based aquaculture; Any other development not specified in item 2 or 3

### **Additional permitted uses**

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

### **(e) Minimum land dimensions**

The *Pittwater Local Environmental Plan 2014* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

### **(f) Critical habitat**

The land does not include or comprise critical habitat.

### **(g) Conservation areas**

The land is not in a heritage conservation area.

### **(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

### **2.2 Draft Local Environmental Plan - if any**

For any proposed changes to zoning and land use, see Part 1.2 b)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

### **2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

### **3. Complying Development**

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### **a) Housing Code**

Complying Development under the Housing Code may be carried out on all of the land.

**Note:** Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

##### **3.1 Land to which code applies**

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m<sup>2</sup>, and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

#### **b) Rural Housing Code**

Complying Development under the Rural Housing Code may be carried out on all of the land.

**Note:** Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

##### **3A.1 Land to which code applies**

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

#### **c) Low Rise Housing Diversity Code**

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

#### **d) Greenfield Housing Code**

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

#### **e) Housing Alterations Code**

Complying Development under the Housing Alterations Code may be carried out on all of the land.

#### **f) General Development Code**

Complying Development under the General Development Code may be carried out on all of the land.

#### **g) Commercial and Industrial Alterations Code**

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

#### **h) Commercial and Industrial (New Buildings and Additions) Code**

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

**Note:** Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

#### **5A.1 Land to which code applies**

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

### **i) Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

**Note:** Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

#### **5B.2 Development to which code applies**

This code applies to development that is specified in clause 5B.3 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

### **j) Subdivisions Code**

Complying Development under the Subdivisions Code may be carried out on all of the land.

### **k) Demolition Code**

Complying Development under the Demolition Code may be carried out on all of the land.

### **l) Fire Safety Code**

Complying Development under the Fire Safety Code may be carried out on all of the land.

### **m) Inland Code**

Complying Development under the Inland Code does not apply to the land.

**Note:** Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## **4, 4A (Repealed)**

## **4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

## **5. Mine Subsidence**

The land has not been proclaimed to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

## **6. Road widening and road realignment**

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

## **7. Council and other public authority policies on hazard risk restriction**

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

- (b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

## **7A. Flood related development control Information**

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

## **8. Land reserved for acquisition**

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## **9. Contribution plans**

The following applies to the land:

**Northern Beaches Section 7.12 Contributions Plan 2019**

## **9A. Biodiversity certified land**

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

## **10. Biodiversity Stewardship Sites**

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

## **10A. Native vegetation clearing set asides**

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

## **11. Bush fire prone land**

### **Bush Fire Prone Land**

The land is not bush fire prone land.

## **12. Property vegetation plans**

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

## **13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

## **14. Directions under Part 3A**

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

## **15. Site compatibility certificates and conditions for seniors housing**

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

## **16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

## **17. Site compatibility certificate and conditions for affordable rental housing**

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.



- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

## **18. Paper subdivision information**

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

## **19. Site verification certificates**

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

## **20. Loose-fill asbestos insulation**

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

## **21 Affected building notices and building product rectification orders**

- 1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- 2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- 3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

***affected building notice*** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017*.

## **Additional matters under the Contaminated Land Management Act 1997**

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act

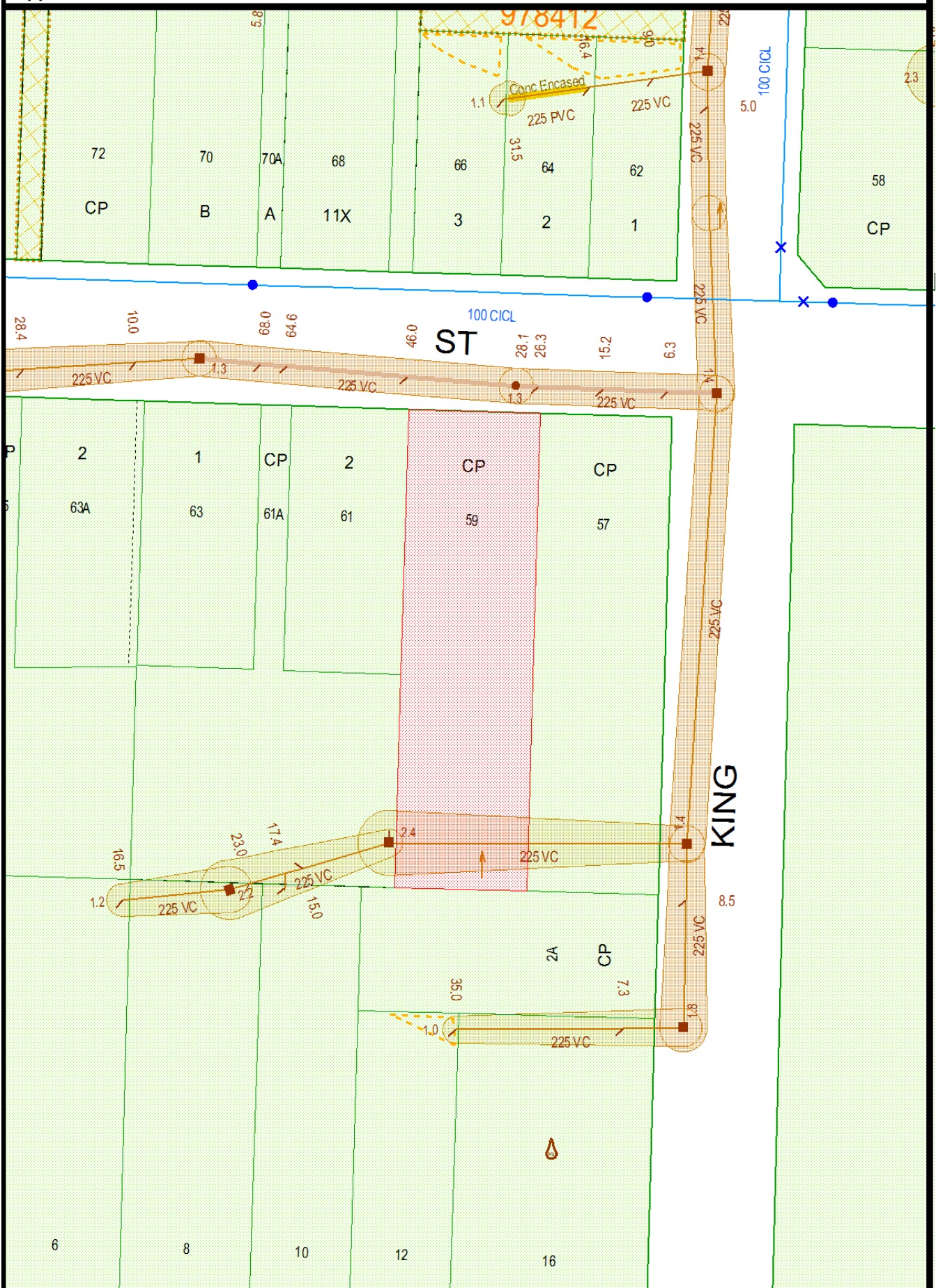
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

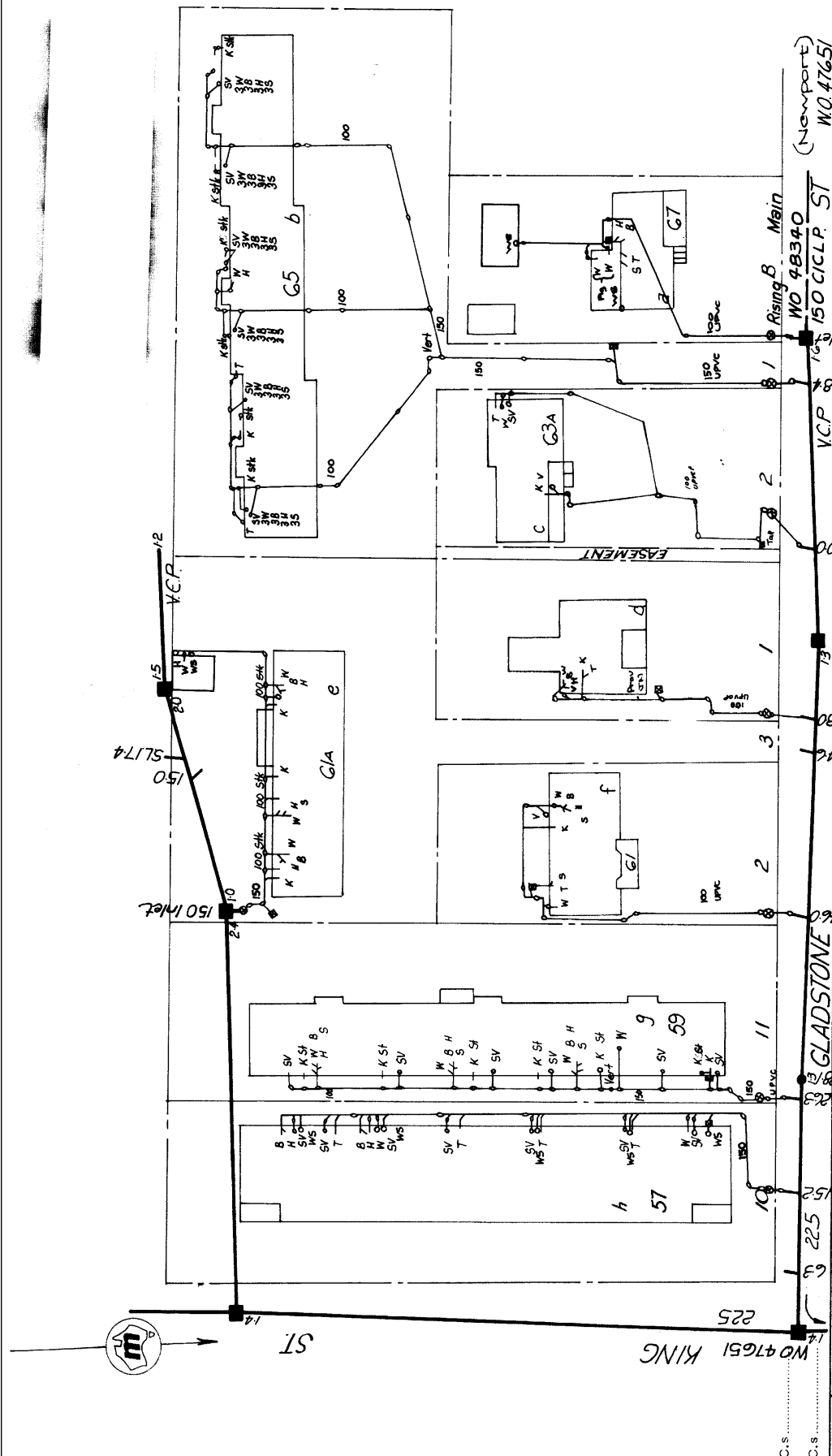
A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

**Ray Brownlee PSM**  
**Chief Executive Officer**

**21/08/2020**



No. 0409402



<b>SEWERAGE SERVICE SHEET</b> Municipality of Warringham	
<b>Scale 1:500</b> Distances/depths in metres; pipe diameters in millimetres	
for House Services Engineer	

<b>SYMBOLS AND ABBREVIATIONS</b> Boundary Trap Inspection Shaft Pit Grease Interceptor Gully P Trap Reflux Valve Cleaning Eye O V Vent Vertical Pipe O V Vent Horizontal Pipe O V Vent Horizontal Pipe DC Down Cast Cowl		<b>SEWER AVAILABLE</b> Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.	
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<b>PLUMBING</b> Supervised by Inspector		Date / /	
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<b>BRANCH OFFICE</b> Date / / Outfall Drainer Plumber Boundary Trap / is not required	
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<b>DRAINAGE</b> Supervised by Inspector Examined by Chief Inspector Tracing Checked / /		Date / / Date / /	
---	--	----------------------------	--

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

d: 28-8-79

C 29-8-77 b: 19-5-77 a: 21-9-78