

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Clarke & Humel 17-19 Sydney Road, Manly NSW 2095 Email: jesse@clarkeandhumel.com.au	Phone: 02 9977 3300 Fax: 02 9977 2393 Ref: Jesse Chester
vendor	Jennifer Robyn Lichten as Executor for the estate of the late Mary Iva Richardson 6/129 Bower Street, Manly NSW 2095	
vendor's conveyancer		Ph: 02 9411 4766 E: team@ymc.com.au PO Box 187, CHATSWOOD NSW 2057 REF:20077

date for completion **56th day after the contract date (clause 15)**

land (address, plan details and title reference) **6/129 Bower Street, Manly NSW 2095**
Lot 6 in Strata Plan 6692
Folio Identifier 6/SP6692

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space

☐ none ☐ other:

attached copies ☒ documents in the List of Documents as marked or as numbered:
☐ 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"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens <input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Washer/Dryer & Oven		
exclusions	Staging Furniture & Flower/Plants		
purchaser	Hayden William Jordan Ramsay 3/32-34 Bonner Avenue, Manly NSW 2095		
purchaser's conveyancer/solicitor	McCourts Solicitors 'Solander' Suite 1, 42 Refinery Drive, Pyrmont NSW 2009 Ref: Robert John McCourt Ph: (02) 9660 6611 Fax: (02) 9660 6622 Email: rob@mccourts.com.au		
price	\$ 2,140,000.00		
deposit	\$ 214,000.00	(10% of the price, unless otherwise stated)	
balance	\$ 1,926,000.00		
contract date	12th February 2024		(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

ADDITIONAL CONDITIONS TO CONTRACT

AMENDMENT TO STANDARD CONDITIONS

The contract is amended as follows:

- 33.1 If the vendor agrees for a deposit to be paid which is less than 10% of the purchase price then Condition 2.9 is amended so that the words '*parties equally*' is replaced with 'vendor'

PURCHASER'S WARRANTY IN RESPECT OF THE AGENT

34. The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, referred to on the front page of this contract.

DELAYED COMPLETION

- 35.1 If the purchase is not completed on the date appointed herein for settlement or the purchase price or any part thereof is not paid on its due date, the purchaser shall on completion, in addition to the balance of the purchase money:
- 35.1(i) pay interest on the balance of the price from the said date to either the date of completion or payment or the date of termination (whichever first occurs) at the rate of eight per centum (8%) per annum PROVIDED THAT such interest shall not be payable during any period in which the vendor is in default of its obligations under this contract; and
- 35.1(ii) pay to the Vendor a sum of \$330.00 (inc GST) as reimbursement of the vendor's additional conveyancing expenses for the purchaser's delay provided that such cost shall not be payable if the said delay is caused by the Vendor
- 35.2 Any payment is without prejudice and in addition to any other legal remedy the vendor may have by reason of such default.

DEPOSIT LESS THAN 10%

- 36 If the vendor accepts a deposit of less than 10% of the purchase price on exchange of contracts and the vendor becomes entitled to the deposit in accordance with condition 9 hereof, the vendor shall be entitled in addition to such forfeiture and, in addition to any other legal remedy the vendor may have, recover from the purchaser as a liquidated debt an amount being the difference between the deposit and 10% of the purchase price. This condition shall not merge on completion.

PROBATE/TRANSMISSION APPLICATION

- 37.1 The vendor discloses that as at the date hereof it is not the registered proprietor of the land but are acting in their capacity as the Executors of the Will for the late (Mary Iva Richardson).
- 37.2 The vendor shall take all necessary steps to obtain the Grant of Probate in the Supreme Court of New South Wales and to transmit the property into the vendor's name so as to be in a position to complete this contract within the time limit stated herein. Should the vendor be delayed in completing the transmission then the time for completion shall be extended until the vendor provides 21 days notice to the purchaser that they are the registered proprietor. The purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of such delay. However, the purchaser may rescind the contract if registration into the name of the vendor is not completed within 3 months from the date hereof

REQUISITIONS ON TITLE

REQUISITIONS

1. In these requisitions PROPERTY means land together with Improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes the common property
2. Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?
3. Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?
4. Is the Vendor aware of any unsatisfied judgments, orders or writs of execution which may affect the property or bind the Vendor?
5. Has an order been made or has the Vendor received notice of an application for an order under any relevant family law legislation which would impact on this sale?
6. Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?
7. The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property
8. Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?
9. Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?
10. Is the Vendor aware of a building certificate under Section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?
11. Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?
12. Is there any currently applicable development approval or consent to use the property which is not disclosed in this contract?
13. Are there any restrictions on the use of, or development of the property by reason of the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?

14. Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?
15. Is there a requirement under the Home Building Act 1989 for the vendor to provide a Certificate of Insurance which is not annexed to the contract?
16. Is the vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?
17. Is the vendor aware of any of the following affecting the whole or any part of the property:
 - (a) Any easement, licence or other entitlement which benefits or affects the land and has not been disclosed to the Purchaser
 - (b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, has or other connections, pipes or services which benefit or affect the property?
 - (c) Any notice or resumption or intended resumption
 - (d) Any proposal to re-align or widen any road which is adjacent to the property?
 - (e) Any proposal by any public or statutory authority
 - (f) Any notice from public or local authority requiring the doing of work or the expenditure of money on the property
 - (g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser
 - (h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?
18. If the property is sold subject to tenancy, is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser
19. Is the Vendor aware of any amendment or any current proposal for the amendment of the by-laws which are not disclosed in the contract?
20. Is the Vendor aware of any breach by the Vendor or any occupier of the lot being sold of the current by-laws?
21. Is the Vendor aware of any action take or proposals regarding:
 - (a) The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?

- (b) The transfer, lease or dedication of common property or of additional common property?
 - (c) The vesting in a proprietor of the exclusive use of part of the common property?
 - (d) The creation or release of any easement or restriction as to user?
 - (e) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme
22. Is the Vendor aware of work carried out or proposed to be carried out by the Owners Corporation on or in relation to the common property or the lot being sold?
23. Is the Vendor aware of any notice served by a public authority or by the local council requiring the proprietor of any lot (including the vendor) to carry out work on or in relation to that lot?
24. Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?
25. Is the Vendor aware of any current or proposed claim by the Owners Corporation or by the Vendor under any insurance policy covering the common property or any lot?
26. Is any amount payable by the Vendor to the Owners Corporation in respect of any right of exclusive use or enjoyment of any part of the common property?
27. Is the Vendor aware of:
- (a) Any actual, contingent or expected liability of the Owners Corporation which, when aggregated or apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one half of one per centum of the price of the lot sold by the Vendor but excluding from that calculation any such liabilities which are:
 - (1) Fully covered by a contribution levied prior to the date of the contract; or
 - (2) Normal operation expenses and are or could property by made the subject of a contribution to the Administration Fund?
 - (b) Any defects (whether patent or latent) in the common property which may involve the Owners Corporation in the expenditure of money for repair in replacement (other than for normal wear and tear) which expenditure, when apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof would

exceed one half of one per centum of the price of the lot being sold by the Vendor?

28. Please furnish full particulars of all current insurance policies held by the Owners Corporation in respect of the building erected on the parcel and the property or liability of the Owners Corporation



FOLIO: 6/SP6692

SEARCH DATE	TIME	EDITION NO	DATE
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4/12/2023	10:00 AM	-	-

VOL 11971 FOL 106 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 6 IN STRATA PLAN 6692

AT MANLY

LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

MARY IVA RICHARDSON

(T N206786)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP6692

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20077

PRINTED ON 4/12/2023



FOLIO: CP/SP6692

SEARCH DATE	TIME	EDITION NO	DATE
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4/12/2023	10:00 AM	12	21/9/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 6692
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MANLY

LOCAL GOVERNMENT AREA NORTHERN BEACHES

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

TITLE DIAGRAM SHEET 1 SP6692

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 6692

ADDRESS FOR SERVICE OF DOCUMENTS:

NEW SOUTH WALES STRATA MANAGEMENT PTY LIMITED

PO BOX 2102

NORTH PARRAMATTA 1750

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 M947448 COVENANT
- 3 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
- 4 AN275843 INITIAL PERIOD EXPIRED
- 5 AT455515 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10063)

STRATA PLAN 6692

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - SP36071		2 - 308		3 - 329		4 - 295	
5 - 264		6 - 212		7 - 596		8 - 308	
9 - 247		10 - 190		11 - 216		12 - 332	
13 - 368		14 - 368		15 - 252		16 - 195	
17 - 231		18 - 342		19 - 368		20 - 368	
21 - 256		22 - 209		23 - 236		24 - 331	
25 - 375		26 - 373		27 - 260		28 - 207	
29 - 245		30 - 342		31 - 379		32 - 375	
33 - 275		34 - 212		35 - 1		36 - 1	
37 - 1		38 - 1					

END OF PAGE 1 - CONTINUED OVER

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FOLIO: CP/SP6692

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10063) (CONTINUED)

STRATA PLAN 6692

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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STRATA PLAN 36071

LOT	ENT
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39 - 195

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20077


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* 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. InfoTrack 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.

Approved Form 23

Attestation

The common seal of the Owners – Strata Plan No 6692 was affixed on 20 September 2023
in the presence of the following person(s) authorised by section 273 *Strata Schemes
Management Act 2015* to attest the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri,
affixed by me, or at my direction,
on 20 September 2023

Authority: Licensed Strata Managing Agent,
[Licence No. 723973]
NSW Strata Management P/L



Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 20077
Date: 02/01/2024
Certificate No. ePLC2024/00002

Address of Property: 6/129 Bower Street MANLY NSW 2095
Description of Property: Lot 6 SP 6692

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) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Manly Local Environmental Plan 2013

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

Wholly Affected - State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 2

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 10

(c) Development Control Plans

Manly Development Control Plan 2013

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

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.

FORESHORE SCENIC PROTECTION AREA

ZONE C4 Environmental Living

(b) Land uses for land within Zone C4 that may be carried out without development consent:

Home-based child care; Home occupation.

(c) Land uses for land within Zone C4 that may be carried out only with development consent:

Attached dwellings; Bed and breakfast accommodation; Dual occupancies (attached); Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Multi dwelling housing; Oyster aquaculture; Pond-based aquaculture; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Tank-based aquaculture; Water supply systems.

(d) Land uses for land within Zone C4 that are prohibited:

Industries; Local distribution premises; Service stations; Warehouse or distribution centres; Any other development not specified in item (b) and (c)

(c) 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:

Refer to Schedule 1 of Manly Local Environmental Plan 2013.

(d) Minimum land dimensions

The *Manly Local Environmental Plan 2013* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

A heritage item is situated on the land as identified in Schedule 5 of the *Manly Local Environmental Plan 2013*.

(2) Zoning and land use under draft Local Environmental Plans

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

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

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

Housing and Productivity Contribution

The subject land is within the Greater Sydney area to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 3A Rural Housing Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the

relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 3B Low Rise Housing Diversity Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 3C Greenfield Housing Code

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

Part 3D 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*.

Part 4 Housing Alterations Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 4A General Development Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 5 Industrial and Business Alterations Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 5A Industrial and Business Buildings Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan*

2013 (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 5B Container Recycling Facilities Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 6 Subdivisions Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 7 Demolition Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

- (d) land reserved as an aquatic reserve under the Fisheries Management Act 1994 or as a marine park under the Marine Parks Act 1997,
- (f) land within 100m of an aquatic reserve under the Fisheries Management Act 1994,
- (h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or
- (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or

Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

Part 8 Fire Safety Code

Environmentally Sensitive Area

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area as defined in clause 1.5 of the Policy, as being either:

(d) land reserved as an aquatic reserve under the *Fisheries Management Act 1994* or as a marine park under the *Marine Parks Act 1997*,

(f) land within 100m of an aquatic reserve under the *Fisheries Management Act 1994*,

(h) land reserved under the *National Parks and Wildlife Act 1974* or land to which Part 11 of that Act applies (see part 2 of this Certificate to see if this applies), or

(j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994* (see part 2 of this Certificate to see if this applies).

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii), complying development may not be carried out on that part of the land that comprises the heritage item listed in the *Manly Local Environmental Plan 2013* (MLEP2013). Where a heritage item listed in MLEP2013 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in MLEP2013 Schedule 5 Environmental Heritage.

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [*State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008*](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

- (b) 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
- (c) 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 section—

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

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

7. 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.

8. 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.

9. Flood related development controls

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. Council and other public authority policies on hazard risk restriction

- (a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Acid Sulfate Soils - Class 5

This land is identified as Acid Sulfate Soils Class 5 on the Acid Sulfate Soils Map of the *Manly Local Environmental Plan 2013* (MLEP 2013). Restrictions apply to the carrying out of works on

this land under Clause 6.1 of the MLEP 2013.

Geotechnical Risk (Landslip)

Development on all of the land is affected by Clause 4.1.8 - *Manly Development Control Plan 2013*.

Contaminated Lands

Council has adopted a contaminated land policy which may restrict the development of land. This policy is expressed to apply when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use.

(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

11. Bush fire prone land

The land is not bush fire prone land.

12. 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.

13. Mine Subsidence

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

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. 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.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust 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).

17. 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*).

18. 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.

19. 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).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

22. Site compatibility certificate and conditions for affordable rental housing

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

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

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.



Scott Phillips
Chief Executive Officer

02/01/2024

Sewer Service Diagram

Application Number: 8003000273

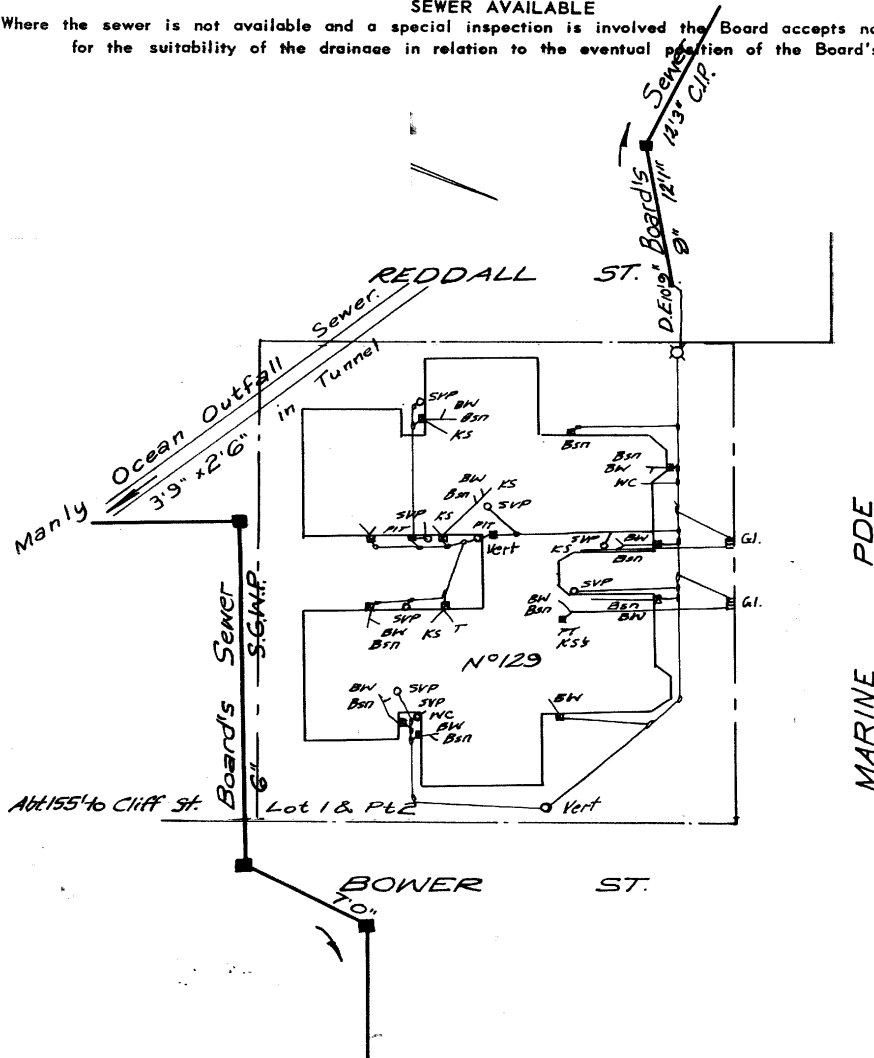
METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of *Manly* No. *535826*

SYMBOLS AND ABBREVIATIONS			
<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflux Valve	I.P. Induct Pipe	Bas. Basin
<input type="checkbox"/> Pit	<input type="checkbox"/> C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input checked="" type="checkbox"/> G.I. Grease Interceptor	<input type="checkbox"/> VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input checked="" type="checkbox"/> Gully	<input type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	<input type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflux Sink	<input type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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.



RATE No. _____ W.C.s _____ U.C.s _____ 19 _____

SHEET No. *2490* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth	Inspector	/ /	Date	Inspector	/ /
Shr		/ /	Outfall		/ /
Bsn	Chief Inspector	/ /	Drainer	559 593	
K.S.		/ /	Plumber		
T.	Tracing Checked	/ /	Boundary Trap		
Pig.		/ /	is/required		
Dge. Int.					
Dge. Ext.					

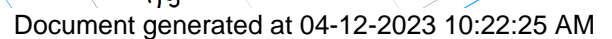
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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



Page 1

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092






In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.




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