

5. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:
 - a) die or become mentally ill (as defined in the Mental Health Act) or be declared bankrupt (or if a company go into liquidation, then either party may rescind this Contract by notice in writing to the other party's Solicitor or the other party if they are not represented by a solicitor and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
 - b) being a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the party shall be in default under this Contract.
6. If the purchaser shall not complete this purchase by the agreed completion date, at a time when the vendor is ready, willing and able to complete on or after that completion date, then the purchaser shall pay to the Vendor on completion in addition to the balance of purchase money, an amount calculated at eight percent (8%) per annum interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
7. The Purchaser warrants that they have not been introduced to the Vendor or the property by any Agent other than the Agent, if any, noted on the front page of the Contract. The Purchaser shall indemnify the vendor in respect of any suit, action, claim or demand made or brought by any commission agent claiming commission arising from any such introduction in breach of this warranty. The clause shall not merge on completion.
8. If the vendor on making this contract agrees to accept a deposit of less than 10% of the purchase price, then notwithstanding any other provision in this Contract, the deposit referred to on the front page will remain at ten per cent (10%) of the purchase price and shall be paid by instalments as follows:-
 - a) five per cent (5%) of the purchase price on the making of this Contract in accordance with clauses 2.1 and 2.2 of this Contract;
 - b) five per cent (5%) of the purchase price by bank cheque to the vendor or as the vendor's solicitor shall direct in writing, upon the earlier of:
 - i. the happening of any event which entitles the vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the vendor shall, in addition, be entitled to sue the purchaser for this unpaid instalment and recover it as a liquidated debt;
 - ii. the completion date

The purchaser acknowledges that the vendor has agreed to accept the deposit by Instalments at the purchaser's request in earnest of the bargain, this Contract and its performance by the purchaser. The purchaser acknowledges it is an essential term of this contract that the vendor be entitled to recover from the purchaser the full ten per cent (10%) deposit should the purchaser's default under this contract be such as to entitle the vendor to forfeit all of the deposit paid or payable by the purchaser.

9. If a survey report of the property is annexed to this Contract, the purchaser acknowledges having inspected the survey and agrees that no objection, requisition or claim for compensation shall be made on any matter referred to in the survey. The Vendor makes no warranty as to the accuracy or correctness of the survey report.

10. Deposit Guarantee Bond

The parties agree that in the event the vendor agrees to accept a deposit bond, it may be accepted provided the deposit bond:

- a) is underwritten by QBE Insurance (Australia) Ltd;
- b) is for an amount equal to the 10% Deposit or the balance of the 10% Deposit in accordance with the Contract;
- c) must be valid for the period of the Contract;
- d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property.
- f) the Guarantee will be dealt with as if it were a cash deposit under this Contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit; and
- g) at settlement the purchaser must pay to the vendor in addition to all other moneys payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

11. If the Title of the land is Limited title then;

- a) Clause 25.1.1 is to be amended by deleting the words "limited".
- b) the Vendor is under no obligation to serve an Abstract of Title with respect to Limited title.
- c) the Vendor acknowledges the Purchaser is buying the property based upon the existing occupation. In the event that there is any discrepancy between the existing occupation and the land as depicted in the Deposited Plan annexed to the Contract then the Purchaser shall at their own sole cost and expense cause to be registered with the New South Wales Department of Lands a plan of delimitation.

12. Notwithstanding the provisions of Clauses 6 and 7 of the printed form of Contract, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clauses 7 and 8 of the printed form of Contract, entitling the Vendor to rescind the Contract.

13. The vendor and the purchaser may agree to adjust the water usage charges on the basis of any estimate of water usage charges calculated in accordance with the average daily consumption for the last meter reading period as advised by the relevant water authority and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after completion.

14. If the property is within a Mine Subsidence District then, purchaser may rescind the Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mines Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mines Subsidence Board to that effect shall be conclusive for the purposes of this Provision.

15. If applicable, the purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property being sold, then the parties agree as follows;
- a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
 - b) The purchaser agrees that they will negotiated with the current energy supplier or an energy supplier of their choice with respect to feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
 - c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.
16. The vendor discloses that the relevant Water Corporation will not provide a Sewer Lines Location Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate this contract in respect to such disclosure.
17. The purchaser agrees that they will only be entitled to raise Requisitions on Title in the form annexed to this contract. The vendor will supply answers only based on those Requisitions on Title attached hereto.
18. If the Contract relates to land on which there is situated a swimming pool within the meaning of the Swimming Pools Act 1992 to which the Act applies, the vendor discloses that annexed to this Contract is one of the following documents in respect to the swimming pool:
- (a) A valid Certificate of Compliance issued under Section 22D of the Act.
 - (b) A relevant Occupation Certificate within the meaning of that Act, and evidence that the swimming pool is registered under Part3A of that Act, a relevant Occupation certificate is an Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 that is less than three years old and that authorise the use of the swimming pool.
 - (c) A valid Certificate of Non-compliance issued under Clause 18BA of the Swimming Pools Regulation 2008.
- The purchaser cannot make a claim, objection, requisition, rescind terminate or delay settlement in respect of any matter or thing contained in this Clause.
19. On-site waste management system
- The Purchaser acknowledges that the property is not connected to the sewer and is serviced by an on-site waste management system. The purchaser will make no objection, requisition or claim for compensation and will not be entitled to delay completion in relation to the non-connection of the property to the sewer or to the present condition and state of repair of the on-site waste management system.

REQUISITIONS ON TITLE

VENDOR: Keith Angel
ADDRESS: 88 High Street, Wallalong, New South Wales 2320

The following requisitions do not cover matters that are normally covered by pre-contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
 3. Are there any give and take fences?
-

4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through

triSearch (Website)

Ph. 1300 064 452

FOLIO: 6/3/976226

SEARCH DATE	TIME	EDITION NO	DATE
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28/8/2024	3:53 PM	10	11/6/2021

LAND

LOT 6 OF SECTION 3 IN DEPOSITED PLAN 976226
AT WALLALONG
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF BUTTERWICK COUNTY OF DURHAM
TITLE DIAGRAM DP976226

FIRST SCHEDULE

KEITH ANGEL

(ND AI542292)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

11183 CJ/BW

PRINTED ON 28/8/2024

* 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.

FP.976226

999(L)

Shire: Port Stephens
Locality: WALLACON.

VILLAGE OF

~~APPROVED~~

SEAHAM.

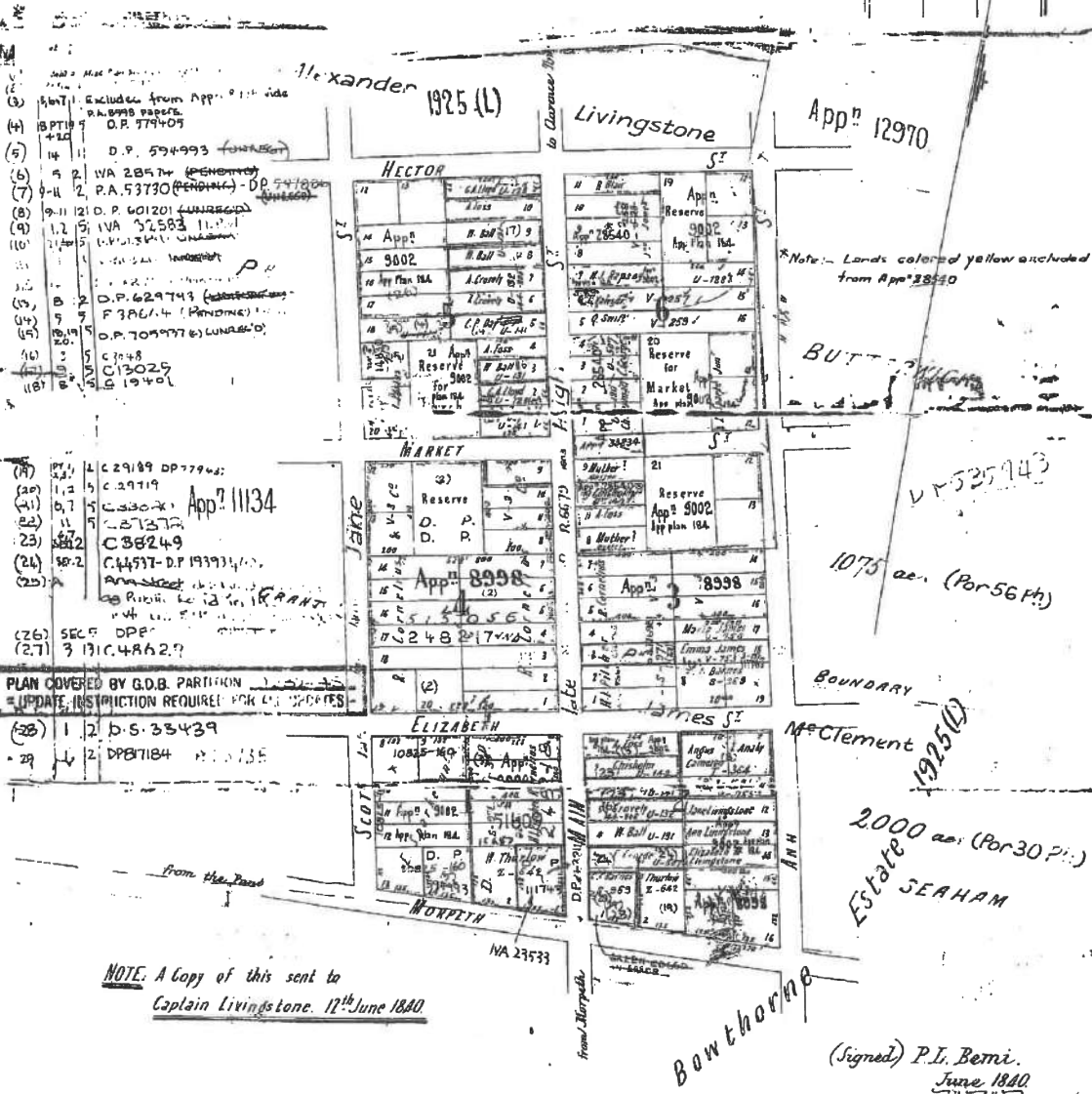
PARISHES OF BUTTERWICK, COUNTY OF DURHAM

COVERED BY G.D.B.
PARTITIONS
932-45
UPDATES REQUIRED -

U.S. Stone 1288
44-25317024

Scale 4 Chains to an inch.

Reg Bk 3 No 472 embraces this plan except Ann Hector Scott - Morpeth, SE



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 6th October 1992

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

APPLICANT DETAILS:

**INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001**

Reference: 11183 CJ/BW

Issue Date: 28/08/2024

PROPERTY DESCRIPTION:

**88 High Street WALLALONG NSW 2320
LOT: 6 SEC: 3 DP: 976226**

Parcel No: 71

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4980 0255 or email plancert@portstephens.nsw.gov.au.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

1. Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the development on the land.

State Environmental Planning Policies

The relevant chapters of each State Environmental Planning Policy that apply to the land are listed below:

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
All chapters

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
All chapters

State Environmental Planning Policy (Planning Systems) 2021
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts - Regional) 2021
Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021
Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021
Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare facilities

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 2 Vegetation in non-rural areas 2017

Chapter 4 Koala habitat protection 2021

Local Environmental Plan

Development Control Plans

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

Port Stephens Development Control Plan 2014.

- (2) 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 (unless it has been more than 3 years since the end of the public exhibition period or if the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies

No draft State Environmental Planning Policies affect the site the subject of this Certificate.

Draft Local Environmental Plan

Administrative Planning Proposal (PP-2023-2705)

Draft Development Control Plan

No draft development control plan applies to the carrying out of development on the land.

2. Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policy).

a) The identity of the zone –

R2 Low Density Residential

The land is zoned R2 Low Density Residential under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent

Home occupations

ITEM 3 - May be carried out with development 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; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Multi-dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems

ITEM 4 - Is prohibited

Any development not specified in item 2 or 3

c) Additional permitted uses

No environmental planning instrument applies additional permitted use provisions to this land.

d) Development standards for the erection of a dwelling house

No development standard that fixes a minimum land dimension for the erection of a dwelling-house applies to the land.

e) Whether the land is an area of outstanding biodiversity value

No, the land is not identified in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

f) Whether the land is in a conservation area

The land is not located within a heritage conservation area under the Port Stephens Local Environmental Plan 2013.

g) Whether an item of environmental heritage is located on the land

The land is not identified as containing an item of environmental heritage significance under the provisions in Port Stephens Local Environmental Plan 2013.

3. Contributions Plans

(1) The name of each contributions plan applying to the land

Port Stephens Local Infrastructure Contributions Plan 2020

(2) The land is not in a special contributions area under the Act, Division 7.1.

Note. These documents specify development contributions required towards the cost of providing additional community services or facilities if a property is developed. They are available on request from Council or can be viewed www.portstephens.nsw.gov.au.

4. Complying Development

(1) Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?

Housing Code

Complying development under the General Housing Code MAY be carried out on the land.

Inland Code

Complying development under the Inland Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Medium Density Housing Code MAY be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on the land.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Commercial and Industrial alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivision Code MAY be carried out on the land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on the land.

- (2) If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Council does not have sufficient information to ascertain the reason why complying development may not be carried out under the Policy. Contact Councils duty officer on (02) 4988 0255 for any enquiries relating to the reason why complying development may not be carried out on the land.

- (3) If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General Development Code, or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any

part of the lot that is not affected by the provisions of clauses 1.17A(1)(c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.

- (4) There are no variations to the exempt development codes under clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in relation to the land.

5. Exempt development

- (1) Whether the land is on land which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Division 1 General Code

Exempt development under the General Exempt Development Code MAY be carried out on the land.

Division 2 Advertising and Signage Code

Exempt development under the Advertising and Signage Code MAY be carried out on the land.

Division 3 Temporary Uses and Structures Code

Exempt development under the Temporary Uses and Structures Code MAY be carried out on the land.

Note: Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act. Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: If the land is a lot to which the General Code, Advertising and Signage Code, and Temporary Uses Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*) applies, exempt development may be carried out on any part of the lot that is not affected by the provisions of clause 1.16(1)(b1)–(d) or 1.16A of that Policy.

6. Affected building notices and building product rectification orders

- (1) Whether or not the council is aware that –

- a) There is any affected building notice in force in relation to the land

There is no affected building notice in force in respect of the land.

- b) A building product rectification order is in force in relation to the land that has not been fully complied with

No

- c) Any notice of intention to make a building product rectification order has been given in respect of the land and is outstanding.

No

Note: In this section, *affected building notice* has the same meaning as in 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

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979 (the Act)*.

The Port Stephens Local Environmental Plan 2013 DOES NOT provide for the acquisition of this land, or part thereof, by a public authority as referred to in Section 3.15 of the Act.

8. Road widening and road realignment

Council's records indicate that the land the subject of this Certificate is not affected by any road widening or road realignment under:- (a) Section 25 of the Roads Act 1993; or (b) any environmental planning instrument; or (c) any resolution of the council.

9. Flood related development controls information

No part of the land is within the flood planning area, or between the flood planning area and the probable maximum flood, and therefore IS NOT subject to flood related development controls.

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

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk (other than flooding or bushfire).

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, tidal inundation, subsidence, contamination, salinity, coastal hazards or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulfate soils and aircraft noise.

The information below identifies any adopted policies that apply to the land:

Clause 7.1 Acid Sulfate Soils of the Port Stephens Local Environmental Plan 2013 applies to the land. Acid sulfate soil mapping can be viewed on the NSW Department of Planning and Environment Spatial Viewer.

NOTE: The absence of a council policy restricting the development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

11. Bush fire prone land

Whether or not some, all, or none of the land is bush fire prone land.

No, the land is not shown as bush fire prone in Council's records.

12. Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

No, the land does not include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. For further information, please contact Department of Fair Trading by telephoning 13 77 88 or go to their website at www.fairtrading.nsw.gov.au.

13. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No, the land is not within a proclaimed or declared mine subsidence district.

14. Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land

Not applicable.

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003*, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No, Council has not been notified of any property vegetation plans under the *Native Vegetation Act 2003* that affect the land to which this certificate applies.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

No, Council has not been notified that the land is a biodiversity stewardship site.

Note. Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

17. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

No, Council has not been notified that the land is biodiversity certified land.

Note. Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

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

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

The land is NOT affected by an order under the *Trees (Dispute Between Neighbours) Act 2006* (of which Council is aware).

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

If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

No, the land is not subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services relating to existing coastal protection works to which the owner (or any previous owner) of the land has consented.

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 the commencement of section 553B of the *Local Government Act 1993*.

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens Local Government Area.

21. Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Council is unable to provide site-specific information on any conditions of a development consent granted after 11 October 2007 in relation to Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*, that may apply to the land.

22. Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate (of which Council is aware) in relation to proposed development on the land.

Council is not aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021*.

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).

The land is not affected by any terms of a kind (of which Council is aware) referred to in Chapter 2, Part 2, Division 1 or clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

No, Council is not aware that water or sewerage services are, or are to be, provided under the *Water Industry Competition Act 2006*.

Additional matters

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) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.
- (b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.
- (c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.
- (d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.
- (e) Whether or not the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

There are no prescribed matters under section 59(2) of the Contaminated Land Management Act 1997 to be disclosed.

Issued by Port Stephens Council Development Services Group,
on behalf of **Tim Crosdale, General Manager**



Occupation Certificate

Issued in accordance with Sections 6.9 & 6.10 of the Environmental Planning and Assessment Act 1979 & Part 5 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Certificate No: CC/1274262

Determination: APPROVED

Property Address: Lot 6 Section 3 DP 976226, 88 High Street, WALLALONG NSW 2320

Type of Certificate: WHOLE

Description of Work: Swimming Pool

BCA Classification: 10b

STATEMENT

- The health and safety of the occupants of the building have been taken into consideration, and
- A current Development Consent or Complying Development Certificate is in force for the building, and the works are consistent with that consent, and
- If any building work has been carried out, a current Construction Certificate (or Complying Development Certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

This certificate is issued by:

TY ADAMTHWAITE
ACCREDITATION NUMBER: BDC2834

Certificate Determined on:

20 APRIL 2023

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

ATTACHMENTS

- Schedule of Critical Stage Inspections



SCHEDULE OF CRITICAL STAGE INSPECTIONS

Property: 88 High Street, Wallalong
Application No: CC/1274262
Description: Swimming Pool

INSPECTION	RESULT	DATE	ACCREDITED CERTIFIER
Swimming Pool Barrier	Unsatisfactory	21/12/2021	Brock Manuel
Swimming Pool Barrier	Satisfactory	20/1/2022	Brock Manuel
Swimming Pool Barrier	Unsatisfactory	22/11/2022	Sally Croyle
Swimming Pool Barrier	Satisfactory	16/02/2023	Tom Dawes
Completion Inspection	Satisfactory	9/3/2023	Ty Adamthwaite
Completion Inspection	Satisfactory	20/04/2023	Ty Adamthwaite



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	2f696248
Property Address:	88 HIGH STREET WALLALONG
Date of Registration:	16 March 2023
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Fibreglass In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

**Renewal of Approval to Operate a
System of Sewage Management**

MR K ANGEL
88 HIGH Street
WALLALONG NSW 2320

Pursuant to provisions of Section 99 of the Local Government Act 1993, notice is hereby given of the determination of the application for the renewal of Approval to Operate a System of Sewage Management by the consent authority.

Renewal of Approval to Operate a System of Sewage Management	
Determination Outcome:	Approval, subject to conditions (attached)
Account No.:	045-1999-00000712-001
Holder of Approval:	MR K ANGEL
Property Address:	LOT: 6 SEC: 3 DP: 976226, 88 High Street WALLALONG 2320
Parcel No.:	71
Description of On-site Sewage Management System:	AWTS surface irrigation
Date from which approval operates:	01 September 2024
Date on which approval lapses:	31 August 2025

PORT STEPHENS COUNCIL

116 Adelaide Street
Raymond Terrace NSW 2324

PO Box 42
Raymond Terrace NSW 2324

Phone: 02 4980 0255
Email: council@portstephens.nsw.gov.au

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Renewal of Approval to Operate a System of Sewage Management

1. DESCRIPTION OF APPROVAL

This approval is to operate a system of sewage management in the Port Stephens Council Local Government Area, required under the *Local Government Act 1993* (Section 68).

The granting of, and continuation of the approval will be subject to any or all of the conditions set out in the approval, and any other conditions deemed necessary for the maintenance of public and environmental health standards. The Approval may be revoked or modified under circumstances detailed in the *Local Government Act 1993* (Section 109).

2. DEFINITIONS

- a) **On-site sewage management facility:** means a human waste storage facility or a waste treatment device intended to process sewage, and includes a drain connected to such a facility.
- b) **Operate a system of sewage management:** means hold or process, or re-use or discharge, sewage or by-products of sewage (whether or not the sewage is generated on the premises on which the system of sewage management is operated).

Operate a system of sewage management includes the use artificial wetlands, transpiration mounds, trenches, vegetation and other effluent polishing, dispersal or re-use arrangements in related land application areas, and hold or process sewage that is to be subsequently discharged into a public sewer.

However, *operate a system of sewage management* does not include any action relating to the discharge of sewage directly into a public sewer or any action relating to sewage or by-products of sewage after their discharge into a public sewer.

3. CONDITIONS

- a) The sewage management facility must be operated and maintained in a manner that achieves the following performance standards:
- the prevention of the spread of disease by micro-organisms,
 - the prevention of the spread of foul odours,
 - the prevention of contamination of water,
 - the prevention of degradation of soil and vegetation,
 - the discouragement of insects and vermin,
 - ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not),
 - the minimization of any adverse impacts on the amenity of premises and surrounding lands.
- b) This approval remains valid only if the prescribed renewal fee has been paid to Council. Council will not reimburse any portion of the Approval to Operate fee should the sewage management facility be decommissioned during the Approval to Operate period.

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Renewal of Approval to Operate a System of Sewage Management

- c) If an owner or occupier of land is the holder of an approval to operate a system of sewage management on the land (being an approval that is in force), any other owner or occupier of that land may operate the system of sewage management (without obtaining a further approval) in accordance with the conditions of the consent.
- d) Council may perform inspections on the sewage management facility at a frequency accorded to the assessed risk of the system for which a fee may be charged. Entry onto land shall be in accordance with the *Local Government Act, 1993* (Section 193).
- e) The sewage management facility (including the land application area) must be operated, maintained and serviced in a manner that permits correct operation and meets the performance standards referred in section 3a above. Identified faults must be rectified in a timely manner having regard to Councils On-site Sewage Management Policy, relevant legislative provisions, Australian Standard AS1547 – Onsite domestic wastewater management (as amended from time-to-time) and the manufacturers operating guidelines.
- f) Greywater (meaning effluent from washing machines, hand basins or showers) must not be discharged to any other location other than the approved sewage management facility unless otherwise approved by Council.
- g) Access to land application areas (where applicable) should be restricted. Outdoor furniture and children's play equipment must not be located within the effluent irrigation area(s).

4. RIGHT OF REVIEW AND APPEAL

The applicant may request the Council to review the determination. Such request must be made within twenty-eight (28) days of the above date of determination. The Council will review the determination and give notice to you as soon as practicable thereafter (*Local Government Act 1993*, Section 100).

If you are dissatisfied with the Council's determination of this application, either initially or upon review, you may appeal to the Land and Environment Court, but if you do the appeal must be made within twelve (12) months (*Local Government Act 1993*, s176).

Your attention is also directed to the provisions of s107 and s107A of the *Local Government Act*, which provides that the Council may determine to extend or renew this approval if satisfied there is good cause for doing so. See the detailed provisions of that Section.



Marc Goodall
Coordinator Compliance

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