



Contract of sale of land

Property: 71 Thompson Circuit, Mill Park 3082

INFORMATION ONLY



Endorsed by the Australian Institute of Conveyancers (Victorian Division)

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties – must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of Maria Ientile:

John Ientile
Name of individual

.....
Signature of individual

AS ADMINISTRATOR PER VCAT ORDER G95520/00 FOR MARIA IENTILE DATED 20/04/2022

State nature of authority (if applicable)

~~WHERE SIGNATORY IS AN INDIVIDUAL~~

~~SIGNED on/...../.....~~

~~for and on behalf of:~~

~~.....
Name of individual~~ ~~.....
Signature of individual~~

~~State nature of authority (if applicable)~~

~~WHERE SIGNATORY IS A COMPANY~~

~~EXECUTED by~~

~~ABN:
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:~~

~~.....
Name of director~~ ~~.....
Signature of director~~

~~.....
Name of director/secretary~~ ~~.....
Signature of director/secretary~~

The **DAY OF SALE** is the date by which both parties have signed this contract.

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Property address

The address of the land is **71 Thompson Circuit, Mill Park 3082**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixtures and fittings of a permanent nature as inspected.

Payment

Price	\$			
Deposit	\$	_____	by _____	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “**electronic signature**” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser’s obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to –
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

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- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not –
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.6 Payment of the deposit may be made or tendered –

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition –

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In these general conditions –

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

eCOSID: 172550955 (c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
 - (a) the settlement is conducted through an electronic lodgement network; and

eCOSID: 172550955 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite –
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
- settlement is conducted through an electronic lodgement network; and

eCOSID: 172530955 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to –

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962 (Vic)* –

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962 (Vic)*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

A party who breaches this contract must pay to the other party on demand –

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983 (Vic)* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must –
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

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35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on the last page; and
- attach additional pages if there is not enough space.

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Special condition 1 – Section 32 Acknowledgment

It is hereby acknowledged by the purchaser that before signing this contract the purchaser received a Vendor Statement in writing pursuant to Section 32 of the *Sale of Land Act 1962*.

Special condition 2 – Orders or Notices

The purchaser shall assume liability for and comply with all the vendor's obligations (if any) under all orders or notices served on or after the day of sale in respect of non-apportionable outgoings payable related to the property and the purchaser shall indemnify the vendor from and against all actions, suits, claims, demands, costs and expenses whatsoever arising in connection therewith.

Special condition 3– Identity of Land

The purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title a copy of which is attached hereto and in the title particulars set out in the Particulars of Sale. The purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price for any alleged misdescription of the land or deficiency in its area or measurements or occupation or call upon the vendor to amend title or to bear or to contribute to all or any part of the cost of doing so.

Special condition 4 – Town Planning Schemes

- 4.1 The purchaser buys the property subject to any restrictions on its use or development under or imposed by the provisions of the relevant planning scheme or schemes, statute, regulation, local law or other town planning laws or any permit condition or conditions imposed by any authority empowered to control the use or development of the property ("Planning Restriction").
- 4.2 A Planning Restriction does not constitute a defect in the vendor's title to the property or affect the validity of this contract.
- 4.3 The purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price in consequence of any Planning Restriction.

Special condition 5 – Company signatories and Directors' Guarantees

Where the purchaser is a company (save and except a company listed on a recognised stock exchange) any person signing this contract on behalf of the company or witnessing the affixing thereto of its common seal shall forthwith sign a Guarantee and Indemnity in favour of the vendor in the form of the Guarantee and Indemnity hereto annexed. In addition the purchaser shall procure that all of its directors as at the day of sale shall execute and deliver up to the vendor a Guarantee and Indemnity of the purchaser's obligations under this contract in the form of the Guarantee and Indemnity hereto annexed within seven days of the day of sale.

Special condition 6 – Entire Agreement

- 6.1 The purchaser acknowledges that:

- (a) this contract is the sole and full repository of the agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the property which have been relied upon by the Purchaser in entering into this contract except those included in this contract;
- (c) the purchaser has not relied on any information in any brochure, investment report or advertisement about the land relating to:
 - (i) its area or measurements or occupation;
 - (ii) any description of any buildings, improvements, fences, fixtures, fittings and goods sold with the land;
- (d) the purchaser has relied on his own inspection and inquiries and judgment in purchasing the land and any buildings, improvements, fences, fixtures, fittings and goods sold with the land.

6.2 The vendor and the agents of the vendor have not made any promise, representation, warranty or statement:

- (a) about the condition or quality of the property and any buildings, improvements, fences, fixtures, fittings and goods sold with the land or the services connected to the property or available to it, which are sold "as inspected";
- (b) that the property is suitable for any purpose which the purchaser may have indicated as his intention to pursue;
- (c) that any permit of any nature has been obtained or is available from any relevant authority.

6.3 The purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price for:

- (a) any alleged non-compliance with the *Building Act 1993 (Vic)* and any regulations made thereto, the Building Code of Australia or any other regulations, rules or local laws;
- (b) the state of repair, condition or quality of the property and any buildings, improvements, fences, fixtures, fittings and goods sold with the land or the services connected to the property or available to it.

Special condition 7 – Building Act 1993 (Vic) & Regulations

It is hereby acknowledged and agreed that the purchaser buys subject to any restrictions or obligations imposed by and to the provisions of the *Building Act 1993 (Vic)* and any regulations made thereto in respect of any swimming pool or spa constructed on the land and the purchaser shall at his own cost and expense assume liability for the erection of a suitable barrier for any swimming pool or spa within 30 days after the settlement date of this contract complying with the said Act and regulations if necessary.

Special condition 8 – Foreign Acquisitions & Takeovers Act (Cth)

The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* do not apply to the purchaser or the purchase of the property by the purchaser. The purchaser indemnifies the vendor against any penalties, fines, legal costs, claims, loss or damage suffered or incurred by the vendor as a consequence of a breach of this warranty. This special condition will not merge on completion.

Special condition 9 – Self-Contained Smoke Alarms

The purchaser acknowledges that, if the vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the purchaser's cost and expense.

Special condition 10 – Purchaser's Proportions of Acquisition

- 10.1 If there is more than one purchaser, it is the purchaser's responsibility to ensure this contract correctly records as at the Date of Sale the proportions in which the named Purchaser are buying the property ("the proportions");
- 10.2 If the proportions recorded in the Instrument of Transfer of Land differ from those recorded in this contract, it is the purchaser's responsibility to pay any additional duty, which may be assessed, as a result of the variation;
- 10.3 The purchaser fully indemnifies the vendor, the vendor's Agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them, in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those set out in this contract;
- 10.4 This special condition shall not merge on completion.

Special condition 11 – Variations

Any subsequent agreement to the variation of the terms of this contract may only be made in writing, signed by the Vendor and the Purchaser or in a form permitted by the Vendor.

Special Condition 12 – General Condition 23

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

Special Condition 13 - General Condition 28

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special condition 14 - Auction

The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the copy Schedule 1 and Schedule 5 of the *Sale of Land (Public Auctions) Regulations 2014* attached hereto.

INFORMATION ONLY

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Sale of Land (Public Auctions) Regulations 2014

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners

intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the

auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

GUARANTEE AND INDEMNITY

I/We,.....of.....and.....
.....of.....

being the **Sole Director/Directors** of.....Pty Ltd ACN.....

(hereinafter called "**the Guarantors**") **IN CONSIDERATION** of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** hereby for ourselves, our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Vendor and his assigns that if at any time default shall be made in the payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract of Sale or in the performance or observance of any term or condition of this Contract of Sale to be performed or observed by the Purchaser, I/we will immediately demand by the Vendor pay to the Vendor the whole of such Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest or other moneys payable under this Contract of Sale and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser under this Contract of Sale.

This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance of the part of the Vendor in enforcing payment of any of the moneys payable under this Contract of Sale or the performance or observance of any of the agreements, obligations or conditions under this Contract of Sale or by time being given to the Purchaser for any such payment performance or observance or by reason of the Vendor assigning his, her or their rights under this Contract of Sale or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS WHEREOF the Guarantors have hereunto set their hands and seals this..... day of.....20...

SIGNED SEALED AND DELIVERED by the said)
)
Print name.....)
) Director (sign)
in the presence of:-)
Witness.....

SIGNED SEALED AND DELIVERED by the said)
)
Print name.....)
) Director (sign)
in the presence of:-)
Witness.....

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	71 Thompson Circuit, Mill Park 3082
-------------	-------------------------------------

Vendor's name	John lentile as Administrator per VCAT order for Maria lentile dated 20/04/2022 G95520/00	Date / /
----------------------	---	--------------------

Vendor's signature	
---------------------------	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

1 FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Are contained in the attached certificate/s.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. Refer to the attached SRO Property Clearance Certificate
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No Refer to the attached SRO Property Clearance Certificate
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of *the Building Act 1993* applies to the residence.

Owner Builder Insurance: Not Applicable.

Further, refer to attached Owner-builder defects inspection report on domestic building work constructed by the vendor as owner-builder from Salvatore Mamone B.Arch (Architect & Registered Building Inspector) pursuant to section 137B of the Building Act 1993.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Are as follows:

Save as otherwise disclosed herein, none, to the Vendor's knowledge, however, the Vendor has no means of knowing of all decisions by public authorities or government departments affecting the property unless such decisions have been communicated to the Vendor.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Not Applicable.

5 BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Are contained in the attached certificate.

6 OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

The services which are marked with an ‘X’ in the accompanying square box are NOT connected to the land:

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10 SUBDIVISION

10.1. Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2. Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3. Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

As attached

INFORMATION ONLY

**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

Page 1 of 1

VOLUME 09582 FOLIO 969

Security no : 124126806589E
Produced 04/08/2025 01:55 PM

LAND DESCRIPTION

Lot 217 on Plan of Subdivision 145669.
PARENT TITLE Volume 09552 Folio 282
Created by instrument LP145669 30/11/1984

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARIA IENTILE of 71 THOMPSON CIRCUIT MILL PARK VIC 3082
AM726319R 26/04/2016

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP145669 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 71 THOMPSON CIRCUIT MILL PARK VIC 3082

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP145669
Number of Pages (excluding this cover sheet)	2
Document Assembled	04/08/2025 13:55

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PLAN OF SUBDIVISION OF PART OF CROWN PORTION 2 PARISH OF MORANG COUNTY OF BOURKE

VOL 9552 FOL 282

Measurements are in Metres

APPROPRIATIONS	
BLUE —	DRAINAGE & SEWERAGE
BROWN —	WAY, DRAINAGE & SEWERAGE
PURPLE HATCHED —	DRAINAGE & SEWERAGE
PURPLE & PURPLE HATCHED —	USE OF S.E.C. VICTORIA FOR POWER LINE PURPOSES PURSUANT TO SEC.103B OF THE S.E.C. ACT. 1958.
ENCUMBRANCES & OTHER NOTATIONS	
PART OF BLUE & -	DRAINAGE & SEWERAGE VIDE PART OF BROWN LP142389.
PART OF BLUE-	DRAINAGE & SEWERAGE VIDE LP144949.

LP 145669

EDITION 1

PLAN APPROVED 29/10/84.

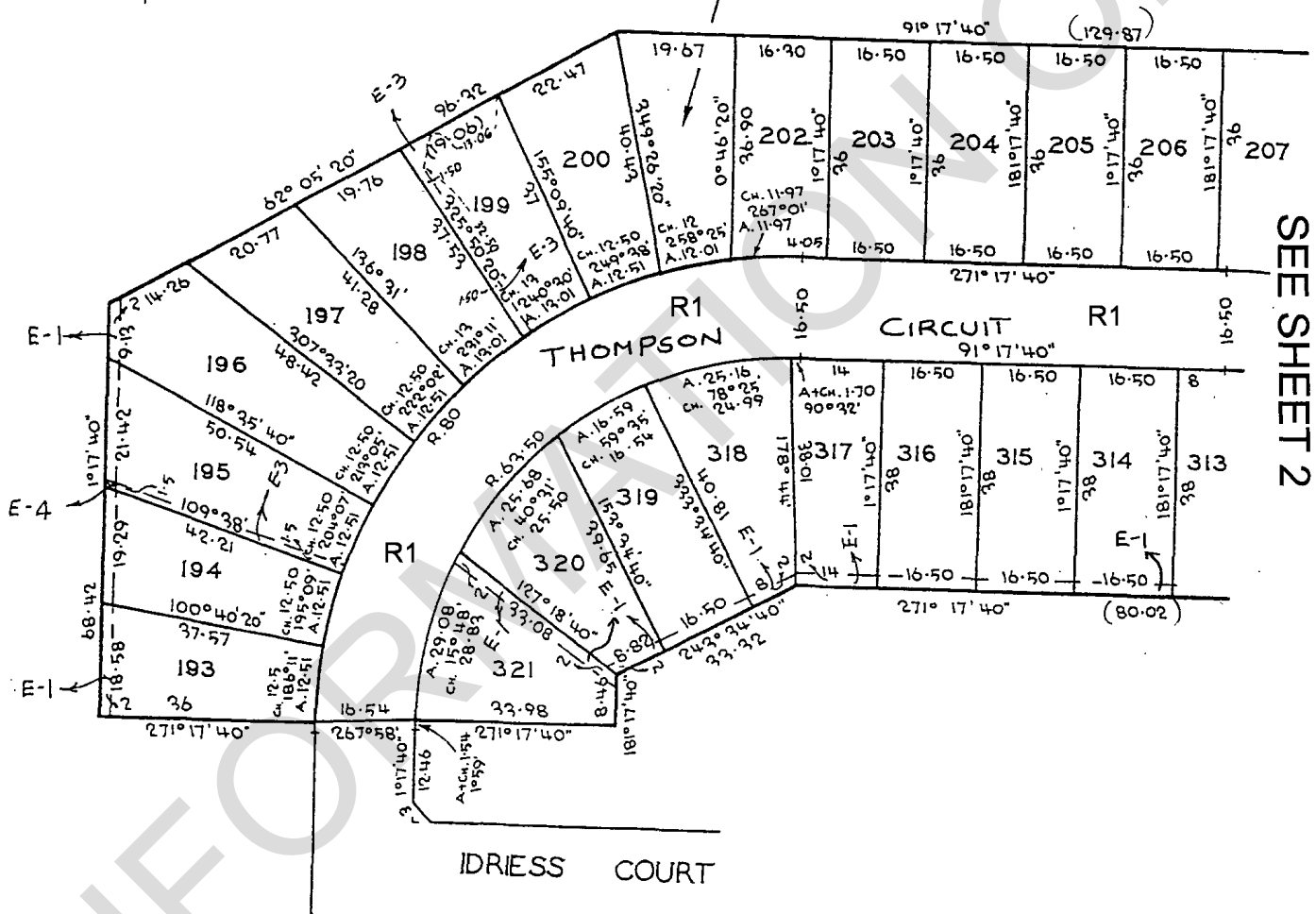
**2 SHEETS
SHEET 1.**

COLOUR CODE

- E-1 = BLUE
- R1 = BROWN
- E-3 = PURPLE
- E-4 = PURPLE HATCHED



RESERVE No.1 FOR MUNICIPAL PURPOSES



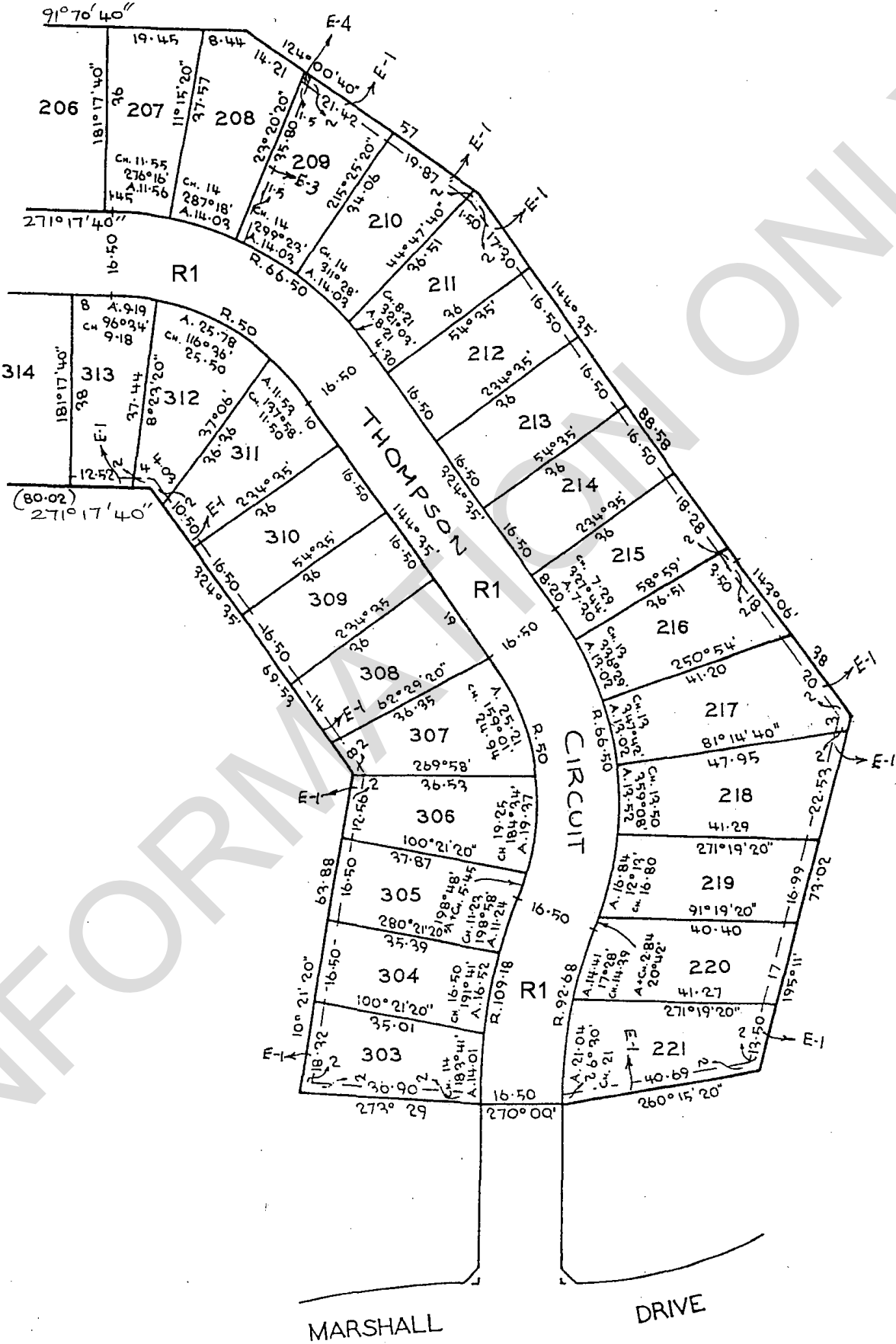
SEE SHEET 2

INFORMATION ONLY

LP 145669

2 SHEETS
SHEET 2

SEE SHEET 1



INFORMATION ONLY

From www.planning.vic.gov.au at 04 August 2025 01:51 PM

PROPERTY DETAILS

Address: **71 THOMPSON CIRCUIT MILL PARK 3082**
Lot and Plan Number: **Lot 217 LP145669**
Standard Parcel Identifier (SPI): **217\LP145669**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **249243**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 9 J2**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

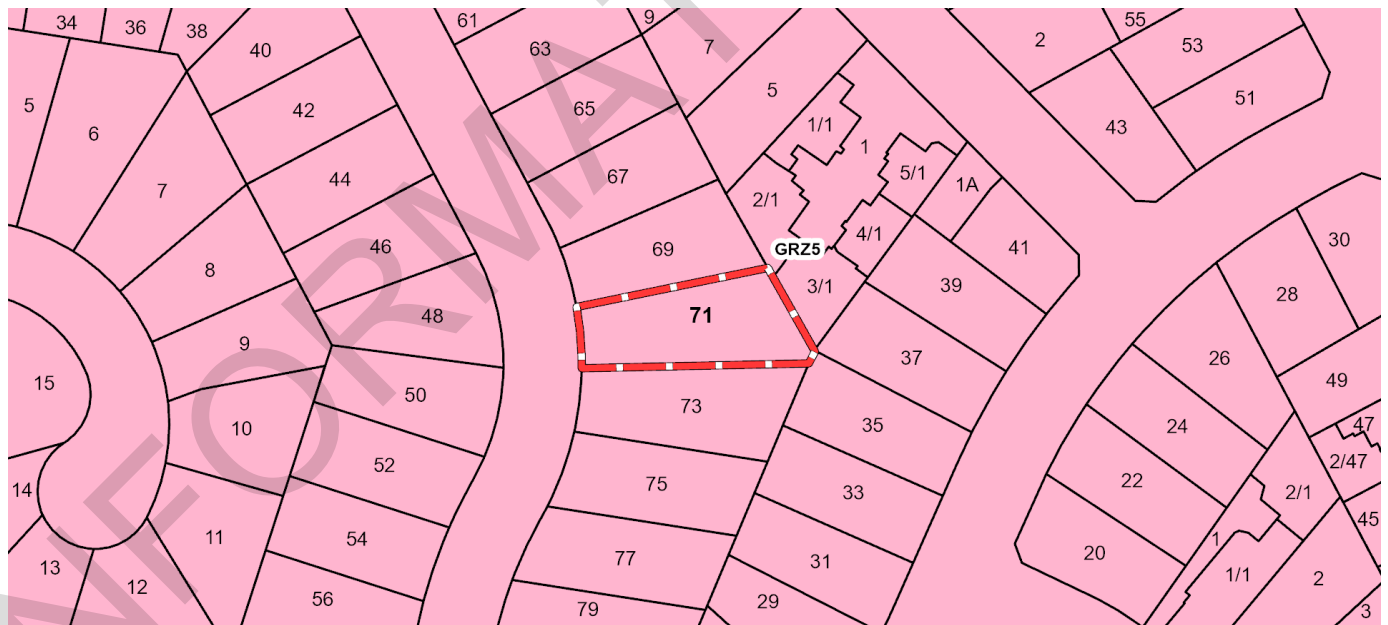
Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



GRZ - General Residential

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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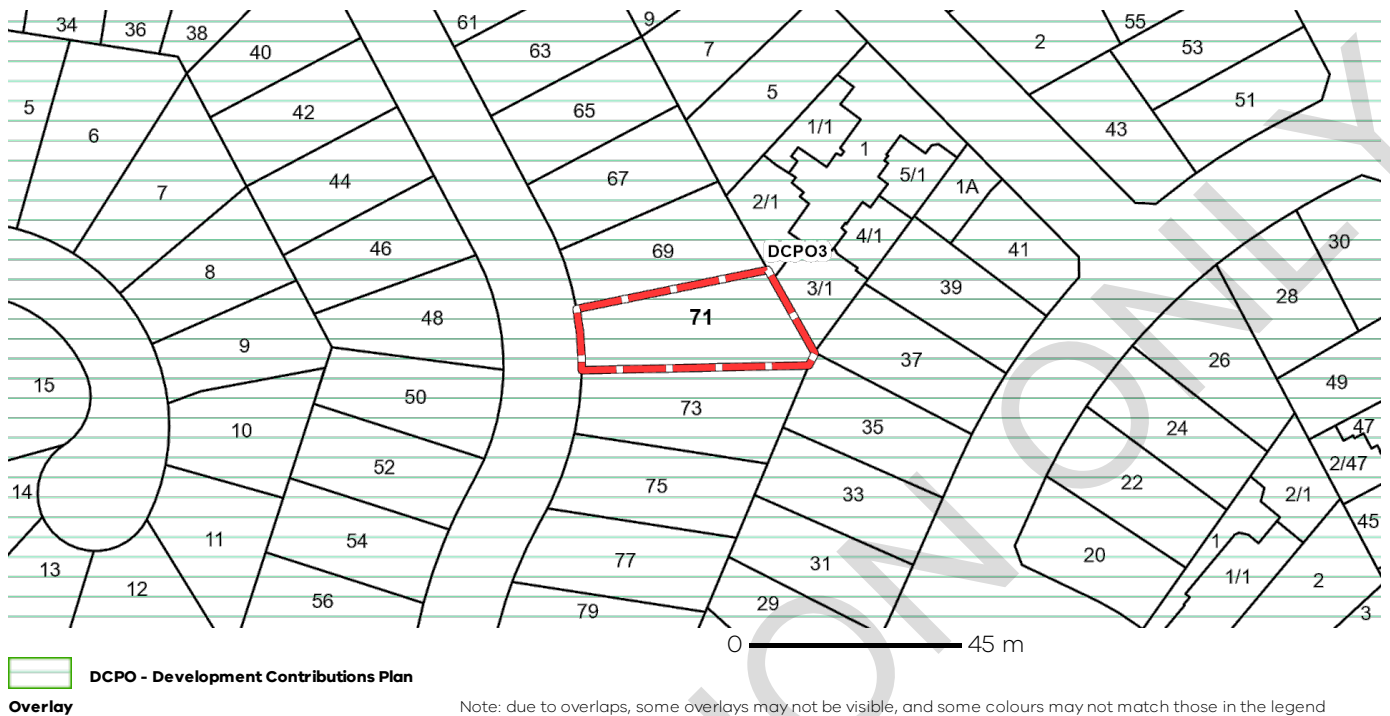
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 1 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

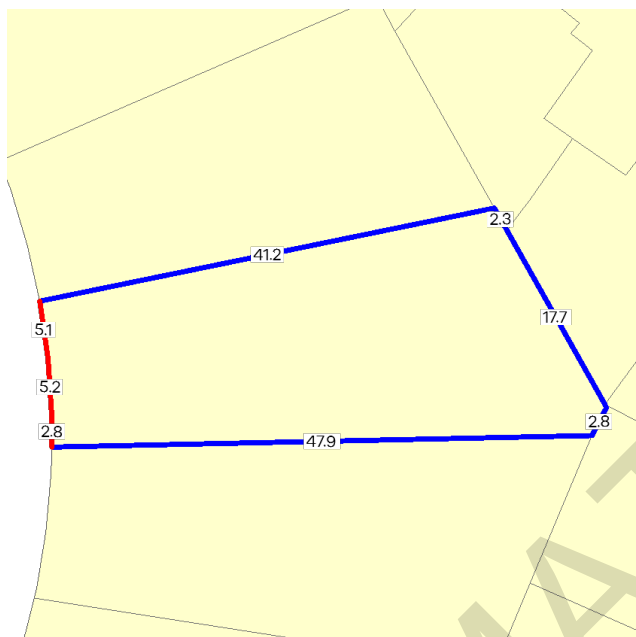
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Council Property Number: **249243**
Directory Reference: **Melway 9 J2**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 776 sq. m

Perimeter: 125 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

1 overlapping dimension label is not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

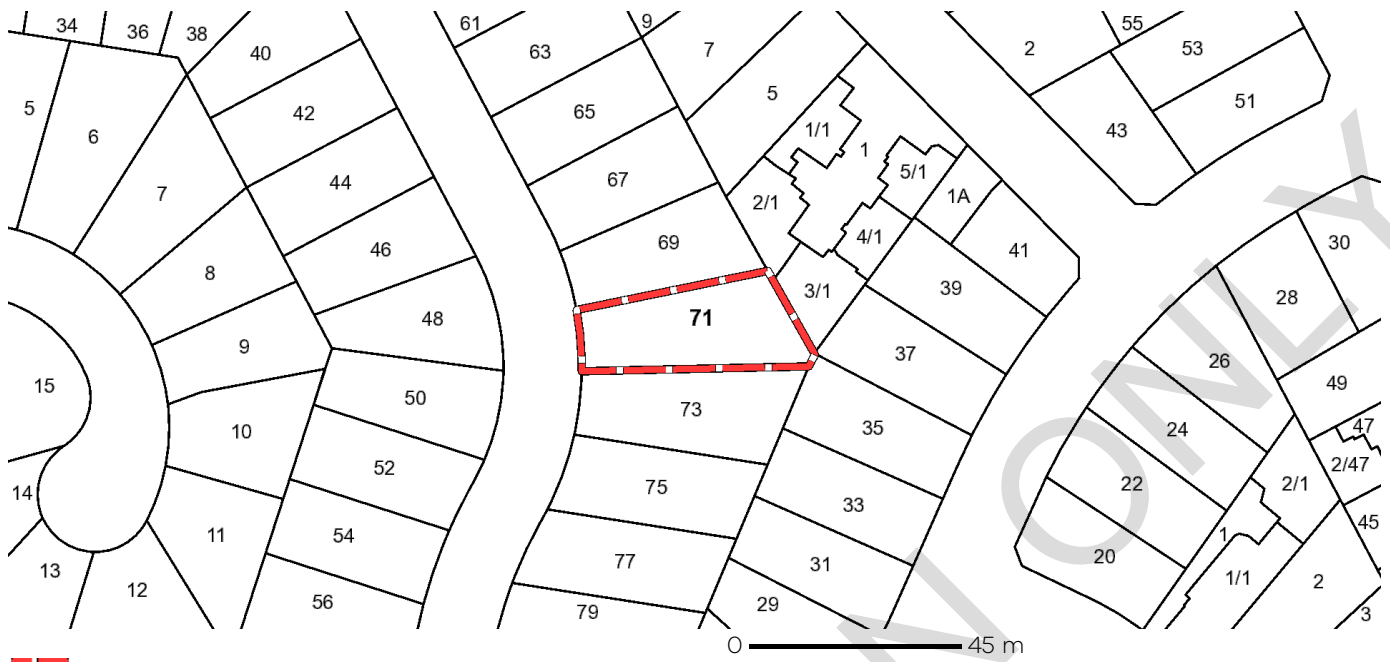
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Selected Property

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1165904

APPLICANT'S NAME & ADDRESS

COLLARDS C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

IENTILE, MARIA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

355194

This certificate is issued for:

LOT 217 PLAN LP145669 ALSO KNOWN AS 71 THOMPSON CIRCUIT MILL PARK
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

12 August 2025

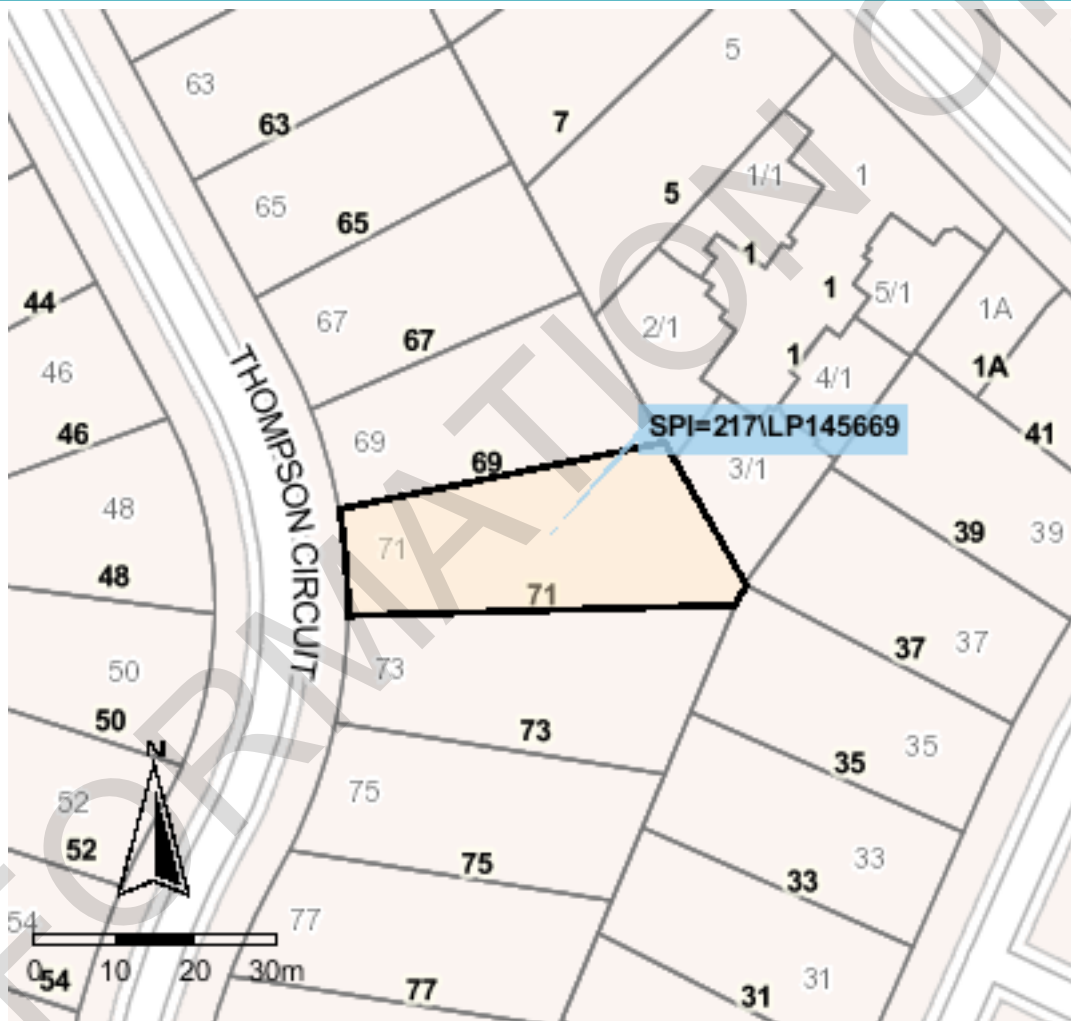
Sonya Kilkenny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Date of issue 13/08/2025	Assessment No. 249243	Certificate No. 175190	Your reference 77729875-013-8
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 71 Thompson Circuit MILL PARK 3082

Description: LOT: 217 LP: 145669

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$800,000	\$600,000	\$40,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$1,891.47
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$138.40
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 13/08/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	-\$316.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<i>Balance of rates & charges due:</i>	\$2,259.82

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$2,259.82
--	-------------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **249243**



Phone 1300 301 185
Ref **249243**



Billers Code **5157**
Ref **249243**

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: 77645305-016-8

14 August 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
71 (Lot 217) Thompson Circuit, Mill Park**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-U 17998/9024216028574	7/4/2025	Building Permit to bring the illegal verandah and laundry extension to the dwelling into compliance and complete the proposed works	Yes – 28/7/2025

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**
 Details of any current notice or order issued by the relevant building surveyor under the Act **No**
(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

Yours sincerely

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

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Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879



City of
Whittlesea

BUILDING & PLANNING
CITY OF WHITTLESEA

INFORMATION ONLY

Enquiries: Building Services Ph: 9217-2170
Ref. Number: 2118363

2/09/2024

Mrs M Ientile
71 Thompson Circuit
MILL PARK VIC 3082

Dear Mrs M Ientile

Re: Building Notice issued to 71 Thompson Circuit MILL PARK 3082

I refer to an inspection conducted at your allotment on 29 August 2024.

From this inspection, non-compliances in contravention of the *Building Act 1993* and the *Building Regulations 2018* were observed. This included a fence greater than 2m in height along the southern side allotment boundary, a rear verandah converted to a habitable room, and the construction of a verandah attached to rear of dwelling extending to the northern allotment boundary.

As a result, a Building Notice (**Notice**) has been issued for your action. The Notice affords you the opportunity to provide representations to this office for consideration as part of the 'show cause' process.

The Notice requires you to '**show cause**' within 90 days as to why the structures should not be demolished/removed.

Alternatively, should you wish to make representations to Council to justify why the structure should be allowed to be retained, the following *typical information* must be provided to the satisfaction of Council's Municipal Building Surveyor:

1. A compliance report from a registered Building Surveyor (including a Building Permit for any required rectification works).
2. A report/certificate from a registered Civil/Structural Engineer confirming structural adequacy.
3. Architectural drawings of the 'as-built' building/structure.

Upon receiving the above documentation, your representations will be considered. You will be advised if further documentation may be required, if deemed necessary.

Please Note: The due date for the above representations is 2 December 2024. Failure to reply may result in a **Building Order being issued**.

If you would like to discuss this matter further, please do not hesitate to call Snezana on 9217-2170.

Your faithfully,

Building Services
City of Whittlesea



Enquiries: Snezana Ph: 9217-2170
Ref. Number: 2118363

2/09/2024

FORM 11

Regulation 180

Building Act 1993
Building Regulations 2018
BUILDING NOTICE

This Building Notice is served under section 106 of the **Building Act 1993**.

To The Owner(s): Mrs M Ientile
Of: 71 Thompson Circuit, MILL PARK VIC 3082
From: Municipal Building Surveyor of Whittlesea City Council.

I am authorised to cause a Building Notice to be served on you, as owner of the building to which this Notice applies, under Division 2 of Part 8 of the **Building Act 1993**.

LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

LOT: 217 LP: 145669
71 Thompson Circuit MILL PARK 3082
Municipal District: **City of Whittlesea**

INSPECTION DETAILS:

The date and time of an inspection relied on by myself as the Municipal Building Surveyor for the purpose of serving this Notice, and the name and qualifications of the person or persons who conducted the inspection, are:

Time of inspection: 9.30am
Date of inspection: 29 August 2024
Name of person/persons: J Antonelli
Qualification(s) of person/persons: Building Inspector
Building practitioner registration no. of person/persons: IN-U1285

Council Offices
25 Ferres Boulevard
South Morang VIC 3752
Locked Bag 1
Bundoora MDC VIC 3083
ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
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Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

REASON(S) WHY THIS NOTICE WAS SERVED:

In accordance with section 106 of the **Building Act 1993**, I am of the opinion that the following circumstances exist:

- 1.0 Building work carried out without a building permit being issued and in force under the Building Act 1993**
 - 1.1** Building works, being fence greater than 2m along the southern side allotment boundary constructed without record of first obtaining a Building Permit in contravention of Section 16 of the Building Act 1993.
 - 1.2** Building works, being enclosure of the existing verandah into a habitable room constructed without record of first obtaining a Building Permit in contravention of Section 16 of the Building Act 1993.
 - 1.3** Building works, being the construction of the verandah attached to the rear of the dwelling extending to the side northern allotment boundary without record of first obtaining a Building Permit in contravention of Section 16 of the Building Act 1993.

SHOW CAUSE PROCESS:

- 2.0** Under section 108 of the **Building Act 1993**, you are required to show cause within 90 days of the date of service of this Notice—
 - 2.1** Why you should not remove/demolish the fence greater than 2m along the southern allotment boundary; and
 - 2.2** Why you should not remove/demolish the existing verandah that has been enclosed converting into a habitable room and return the verandah to its original condition; and
 - 2.3** Why you should not remove/demolish the verandah attached to the rear of the dwelling and return the land to its original condition.

Specified period for making representations:

The specified period for making representations in response to the matters contained in this Notice is **90 days (2 December 2024)** from the date of issue of this Notice.

Specified manner for making representations:

The manner for making representations in response to the matter(s) contained in this Notice is via the submission of documentation to the satisfaction of the Municipal Building Surveyor.

BUILDING NOTICE SERVED BY:

Municipal Building Surveyor

Name: **Ashley Hansen**
Address: **25 Ferres Boulevard, South Morang 3752**
Email: **buildplan@whittlesea.vic.gov.au**
Building Practitioner Registration No.: **BS-U 1148**
Municipal District: **City of Whittlesea**

Signature:



Building Notice no.: 2118363

Date of making: 2 September 2024

NOTES: Representations

1. by Owner

Under Section 109 of the *Building Act 1993* (the Act), an owner may make representations to the Municipal Building Surveyor about the matters contained in the Building Notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the show cause period.

2. Cancellation

Under section 110 of the Act, the Municipal Building Surveyor may cancel a Building Notice if he/she considers it appropriate to do so after considering any representations made under Section 109 of the Act.

3. Building Order

Subject to section 107 of the Act, the Municipal Building Surveyor may make a Building Order under Section 111 after the end of the time allowed by the Building Notice for making representations.

4. Appeals Rights

Under Section 142(1) of the Act, an owner of a building or land may appeal to the Building Appeals Board (BAB) against a decision to serve a Building Notice and, a failure within a reasonable time, or refusal, to cancel a Building Notice. For the purpose of Section 146(1)(a) of the Act, the prescribed appeal period under Regulation 271 of the Building Regulations 2018 is **30 days** after the day this Building Notice is served on the owner.

Information regarding the appeal process can be obtained by contacting the BAB:

- Website: www.buildingappeals.vic.gov.au
- Phone: 1300 421 082
- Email: registry@buildingappeals.vic.gov.au

5. Subsequent Owners

Under section 236(6) of the Act, this Notice is binding on every subsequent owner of the land.

6. Owners corporations

If this notice is to be served on an owner of a lot affected by an owners corporation, the Notice may be served on the owners corporation and if so served is taken to be served on the owner.

An owners corporation on whom a Notice is served must not fail to provide a copy of the Notice to each lot owner affected by the Notice within a reasonable time after receiving the Notice.
Penalty: 60 penalty units.

INFORMATION ONLY



WESTSIDE

Building Surveying (Aus) Pty Ltd
ABN: 79 649 242 240

Phone: 9741 3432

Fax:

Unit 1/49-55 Riverside Avenue
Werribee 3030

Application Number: 41360-24

FORM 2

Regulation 37(1)

Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. BS-U 17998/9024216028574

Amendment 2 - 19 May 2025

Issued to

Agent of Owner	John Ientile	
ACN / ARBN		
Postal Address	50 Casey Drive Lalor	Postcode 3075
Email	john.ientile@gmail.com	
Address for serving or giving of documents:	50 Casey Drive Lalor	Postcode 3075
Contact Person	John Ientile	Telephone 0413 016 430

Ownership Details (if person issued with permit is not the owner)

Owner	Maria Ientile	
ACN / ARBN		
Postal Address	71 Thompson Circuit Mill Park	Postcode 3082
Email	john.ientile@gmail.com	
Contact Person	Maria Ientile	Telephone 0413 016 430

Property Details [include title details as and if applicable]

Number 71	Street/Road Thompson Circuit	Suburb Mill Park	Postcode 3082
Lot/s 217	LP/PS LP145669	Volume 09582	Folio 969
Crown allotment	Section No	Parish	County

Municipal District **Whittlesea City Council**

Builder

Name	Maria Ientile	Telephone 0413 016 430
Address	71 Thompson Circuit Mill Park 3082	
ACN/ARBN:		

Building practitioner registration no: **OB**

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Maria Ientile-	OB	OB

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Maria Ientile-	OB	OB
Tom Casamento-TMC Associates Structural & Building Consultants	PE	PE2634

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**

Insurance policy number : **N/A**

Insurance policy date : **N/A**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Description: **Building Permit to bring the illegal verandah and laundry extension to the dwelling into compliance and complete the proposed works**

Does the building work relate to a small second dwelling? **No**

Storeys contains: **1**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **NCC 2019 Volume Two**

Cost of Building Work: **\$3,000.00**

Total floor area of new building work in m²: **272**

Revisions

1. Amendment 1 - 15 April 2025: This Building Permit has been amended to rectify an administrative error. [Amendment '1'] dated 15/04/2025.
2. Amendment 2 - 19 May 2025: This Building Permit has been amended to reflect a revision of the Working Drawings and corresponding Structural Engineering Drawings and Plumbing Statement of Justification. [Amendment '2'] dated 19/05/2025.

Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(a)**

Part of Building: **Attached Verandah**

BCA Classification: **1a(a)**

Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.2.3	Application of pressure injection chemical Damp-Proof Course to external brickwork and new weepholes.

Exemption from, or consent to partial compliance with, certain requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted or given under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018 in relation to the building work to which this permit applies:

Part Or Whole Of Building Or Place Of Public Entertainment Or Building Work Exempt From, Or Given Consent To Partial Compliance With, Requirements Of The Building Regulations 2018	Nature And Scope Of Exemption
Energy Efficiency	<p>The following part or whole of the building is given consent to partially comply with the following requirements in the Building Regulations 2018—</p> <p>(a) - 25% of the floor area of the existing building; and - 1000m²</p> <p>(b) The nature and the scope of the building works apply to energy efficiency provisions as set out under Part 3.12 from the National Construction Code [NCC] 2019. Volume 2</p>

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. Final Inspection

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 07 April 2026

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 07 April 2027

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This permit is subject to the following conditions

1. It is the responsibility of the owner to ensure that any trees within or surrounding the allotment are maintained in their current form in accordance with the Soil Report and Engineers notations. If any trees are allowed to grow an amendment will need to be obtained or if after an Occupancy/Final Certificate has been issued a separate Building Permit will need to be obtained to install a moisture/root barrier to an Engineer Certified design.
2. This building permit is subject to a Performance Solution Report prepared by Tom Casamento, dated 02/04/2025. It is the responsibility of the owner and builder to ensure the conditions of the report are implemented and upheld.
3. The building work shall be carried out wholly from within the allotment (i.e. brickwork laid-overhand) and without removing the existing boundary fences (unless otherwise agreed to by the adjoining owner). Works along boundary must be done from within boundary. No use of adjoining land or air space permitted
4. No part of the building work is to encroach over the title boundary.
5. All plumbing work must be carried out by a licensed plumber and approved by the relevant authority
6. Subject to Section 10(2) of the Building Act the Relevant Building Surveyor has been satisfied that substantial progress was made on the design of the building prior to the adoption of the NCC 2022 Volume 2 and has assessed the development under the provisions of NCC 2019 Amendment 1 Volume 2.

7. This building permit has been assessed in accordance with the Building Regulations 2018. It is the owner's responsibility to ensure that they are achieving compliance with any covenants and 173 agreements that have been registered on the title. Westside Building Surveying will take no responsibility or liability for matters which relate to a non-compliance with a restriction.
8. This Building Permit has been amended to rectify an administrative error. [Amendment '1'] dated 15/04/2025.
9. This Building Permit has been amended to reflect a revision of the Working Drawings and corresponding Structural Engineering Drawings and Plumbing Statement of Justification. [Amendment '2'] dated 19/05/2025.

Relevant Building Surveyor

Name: **James Reardon**

Address: **Unit 1, 49-55 Riverside Avenue Werribee 3030**

Email: **permits@westsidesurveying.com.au**

Building practitioner registration no.: **BS-U 17998**

Municipal district: **Whittlesea City Council**

Permit no.: **BS-U 17998/9024216028574**

Date of issue of permit: **07 April 2025**

Signature:



INFORMATION ONLY



Enquiries: Building Services - Ph: 9217-2170
CRM. Number: 2118363
17/02/2025

Mrs M Lentile
71 Thompson Circuit
MILL PARK VIC 3082

Dear Mrs M Lentile

Re: Building Order issued to 71 Thompson Circuit MILL PARK 3082

On 29 August 2024 an inspection was conducted. From this inspection, non-compliances in contravention of the *Building Act 1993* and the *Building Regulations 2018* were observed, namely fence greater than 2m, existing verandah into a habitable room and verandah attached to the rear of the dwelling. Subsequently, a Building Notice requiring action was issued.

As there has not been compliance with the Notice, a Building Order has been issued requiring justification, certification or demolition of the structures **by 17 March 2025**.

Please note, failure to comply may result in **prosecution action**.

Your faithfully,

Building Services
City of Whittlesea

Council Offices
25 Ferres Boulevard
South Morang VIC 3752
Locked Bag 1
Bundoora MDC VIC 3083
ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

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Македонски	9679 9875	Việt-ngữ	9679 9878
普通話	9679 9876	Other	9679 9879

Enquiries: Snezana Ph: 9217-2170
Ref. Number: 2118363

FORM 12

Regulation 182(1)

Building Act 1993
Building Regulations 2018
BUILDING ORDER

This building order is made under section 111 of the **Building Act 1993**.

***WARNING:** THIS ORDER HAS BEEN SERVED IN ACCORDANCE WITH SECTION 236(4A) OF THE BUILDING ACT 1993. UNDER SECTION 236(7) OF THAT ACT, IT IS AN OFFENCE FOR A PERSON TO REMOVE OR DEFACE THIS ORDER WITHOUT THE PRIOR CONSENT OF THE RELEVANT BUILDING SURVEYOR, THE RELEVANT COUNCIL OR THE VICTORIAN BUILDING AUTHORITY. THE MAXIMUM PENALTY FOR THIS OFFENCE IS 500 PENALTY UNITS FOR A NATURAL PERSON AND 2500 PENALTY UNITS FOR A BODY CORPORATE.

To The Owner(s): Mrs M lentile
Of: 71 Thompson Circuit, MILL PARK VIC 3082
From:

I am the Municipal Building Surveyor of Whittlesea City Council.
I am authorised to make a Building Order under section 111 of the **Building Act 1993**.

LOCATION OF THE Building/Land TO WHICH THIS NOTICE APPLIES:

LOT: 217 LP: 145669
71 Thompson Circuit MILL PARK 3082
Municipal District: **Whittlesea**

ORDER:

I, as the Municipal Building Surveyor, order that:

1. By **9:00AM** on **17 March 2025**, the owner of the **building/land** at 71 Thompson Circuit MILL PARK 3082 **MUST** carry out the following building work:
 - 1.1 Reduce/Remove the fence greater than 2m along the southern side allotment boundary; and
 - 1.2 Remove/demolish the enclosed verandah that converted space into a habitable room and revert back verandah to its original condition; and

Council Offices
25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

- 1.3** Remove/dismantle the verandah attached to the rear of the dwelling and return the land to its original condition.

REASON(S) WHY THIS ORDER WAS MADE:

In accordance with section 111 of the **Building Act 1993**, I am of the opinion that the following circumstance exist(s):

DETAILS OF RELEVANT BUILDING NOTICE:

Date of service of Building Notice: **2 September 2024**

Due date for making representations as specified in the Building Notice: **2 December 2024**

A copy of the relevant building notice is **attached** to this building order.

At the date of making this order, the due date for the owner to make representations has now expired.

Representations were not made by the owner.

INSPECTION DETAILS:

The date and time of any inspection relied on by myself as the Municipal Building Surveyor for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection are—

Time of inspection: **9.30AM**
Date of inspection: **29 August 2024**
Name of person/persons: **J Antonelli**
Qualification(s) of person/persons: **Building Inspector**
Building practitioner registration no.: **IN-U1285**

BUILDING ORDER MADE BY:

Municipal Building Surveyor

Name: **Ashley Hansen**
Address: **25 Ferres Boulevard, South Morang 3752**
Contact number: **9217-2259**
Email: **buildplan@whittlesea.vic.gov.au**
Building practitioner registration no.: **BS-U 1148**
Municipal District: **City of Whittlesea**

Signature: 

Building Order no.: 2024/2118363

Date of making: 17/02/2025

NOTES:

1. Duration of Building Order

Under Section 117 of the *Building Act* (the Act), a Building Order remains in force, and if amended remains in force as amended, until it is complied with or it is cancelled by the Municipal Building Surveyor or Building Appeals Board.

2. Amendment or Cancellation of An Order

Under Section 116 of the Act, if there is a change in circumstances after the service of a Building Order, the owner may request the Municipal Building Surveyor to amend or cancel the Building Order.

3. Penalty for failure to comply

Under Section 118(1) of the Act, a person to whom a Building Order is directed must comply with that order. Penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate.

4. Appeal rights

Under section 142(2) of the Act, an owner of a building or land may appeal to the Building Appeals Board (BAB) against a decision to make a building order, impose any conditions on a building order, a failure within a reasonable time to amend or cancel a building order, refuse to amend or cancel a building order, or require that a building order is fully complied with. For the purpose of section 146(1)(a) of the Act, the prescribed appeal period under regulation 271 of the Building Regulations 2018 against the making of this building order is **30 days** after the day this building order is served on the person to whom it is directed. In the case of an appeal against the imposition of a condition on this building order, the prescribed period is **30 days** after the order is served on the person to whom it is directed. In the case of an appeal against a refusal to amend or cancel this building order, the prescribed period is **30 days** after the day the owner is notified of the refusal or the day the Municipal Building Surveyor is deemed to have refused to amend or cancel this building order. In the case of an appeal against a requirement that that this building order be fully complied with, the prescribed period is **30 days** after the day the owner is notified of the requirement.

Information regarding the appeal process can be obtained by contacting the BAB:

- website: www.buildingappeals.vic.gov.au
- phone: 1300 421 082
- email: registry@buildingappeals.vic.gov.au

5. Subsequent owners

Under section 236(6) of the Act, this order is binding on every subsequent owner of the land.

6. Owners corporations

If this order is to be served on an owner of a lot affected by an owners corporation, the order may be served on the owners corporation and if so served is taken to be served on the owner. An owners corporation on whom an order is served must not fail to provide a copy of the order to each lot owner affected by the order within a reasonable time after receiving the order. Penalty: 60 penalty units.

Enquiries: Snezana Ph: 9217-2170
Reference Number:: 2118363

31 July 2025

Mrs M Lentile
71 Thompson Circuit
MILL PARK VIC 3082

Dear Sir/Madam,

**CANCELLATION OF BUILDING ORDER
(UNDER SECTION 116 OF THE BUILDING ACT 1993)
ISSUE DATE: 17/2/2025
LOT: 217 LP: 145669 71 THOMPSON CIRCUIT MILL PARK 3082**

In reference to the abovementioned Building Order, representations in the form of a Building Permit with Number BS-U 17998/9024216028574 has been obtained through a Private Building Surveyor Westside Building Surveying (Aus) Pty Ltd and Certificate of Final Inspection to finalise the building permit. Therefore, please be advised that the above issued Building Order is cancelled.

Should you wish to discuss any matter relating to the above please contact the Building Department.

Yours sincerely,



**ASHLEY HANSEN
MUNICIPAL BUILDING SURVEYOR
CITY OF WHITTLESEA**

Council Offices

25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170
National Relay Service: 133 677 (ask for 9217 2170)
Email: info@whittlesea.vic.gov.au

Free telephone interpreter service
 **131 450**

12th August 2025

Collards C/- InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear Collards C/- InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	71 THOMPSON CIRCUIT MILL PARK 3082
Applicant	Collards C/- InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30963436
Conveyancing Account Number	7959580000
Your Reference	355194

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	71 THOMPSON CIRCUIT MILL PARK 3082
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	71 THOMPSON CIRCUIT MILL PARK 3082
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

Collards C/- InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3408058965
Rate Certificate No: 30963436

Date of Issue: 12/08/2025
Your Ref: 355194

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
71 THOMPSON CCT, MILL PARK VIC 3082	217/LP145669	1437592	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$10.63
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	05-05-2025 to 30-07-2025	\$0.00	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$61.29
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$126.06



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1437592

Address: 71 THOMPSON CCT, MILL PARK VIC 3082

Water Information Statement Number: 30963436

HOW TO PAY



Biller Code: 314567
Ref: 34080589657

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / COLLARDS

Your Reference:	257098
Certificate No:	92691263
Issue Date:	12 AUG 2025
Enquiries:	ESYSPROD

Land Address: 71 THOMPSON CIRCUIT MILL PARK VIC 3082

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18979540	217	145669	9582	969	\$0.00

Vendor: MARIA IENTILE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MARIA IENTILE	2025	\$600,000	\$0.00	\$0.00


Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$825,000
SITE VALUE (SV):	\$600,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 92691263

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,250.00

Taxable Value = \$600,000

Calculated as \$2,250 plus (\$600,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,250.00

Taxable Value = \$825,000

Calculated as \$825,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92691263

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 92691263

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / COLLARDS

Your Reference:	257098
Certificate No:	92691263
Issue Date:	12 AUG 2025
Enquires:	ESYSPROD

Land Address: 71 THOMPSON CIRCUIT MILL PARK VIC 3082

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18979540	217	145669	9582	969	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$825,000
SITE VALUE:	\$600,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92691263

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / COLLARDS

Your Reference:	257098
Certificate No:	92691263
Issue Date:	12 AUG 2025

Land Address: 71 THOMPSON CIRCUIT MILL PARK VIC 3082

Lot	Plan	Volume	Folio
217	145669	9582	969

Vendor: MARIA IENTILE

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 92691263

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 92691260

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 92691260

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Collards C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 355194

NO PROPOSALS. As at the 12th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

71 THOMPSON CIRCUIT, MILL PARK 3082
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 12th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

Application Number: 41360-24

Form 17

 Regulation 200
Building Act 1993
 Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: 71	Street/Road: Thompson Circuit	Suburb: Mill Park	Postcode: 3082
Lot/s: 217	LP/PS: LP145669	Volume: 09582	Folio: 969
Crown allotment:	Section: No	Parish:	County:
Municipal District: Whittlesea City Council			

Building permit details

Building permit number: **BS-U 17998/9024216028574**
 Version of BCA applicable to building permit: **NCC 2019 Volume Two**
 Description: **Building Permit to bring the illegal verandah and laundry extension to the dwelling into compliance and complete the proposed works**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Dwelling	Residential	1a(a)
Attached Verandah	Residential	1a(a)

Exemption from, or consent to partial compliance with, certain building requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018:

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption
Energy Efficiency	The following part or whole of the building is given consent to partially comply with the following requirements in the Building Regulations 2018— (a) - 25% of the floor area of the existing building;

	<p>and</p> <p>- 1000m2</p> <p>(b) The nature and the scope of the building works apply to energy efficiency provisions as set out under Part 3.12 from the National Construction Code [NCC] 2019. Volume 2</p>
--	--

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.2.3	Application of pressure injection chemical Damp-Proof Course to external brickwork and new weep holes.

Maintenance determination

A maintenance determination **is not required** to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Inspection Records

Final Inspection

Approval Date

17/07/2025

Relevant Building Surveyor

Name:

James Reardon

Address:

Unit 1, 49-55 Riverside Avenue Werribee 3030

Email:

james@westsidesurveying.com.au

Building practitioner registration no.:

BS-U 17998

Municipal district name:

Whittlesea City Council

Certificate no.

BS-U 17998/9024216028574


Date of issue:

28 July 2025

Date of final inspection

17 July 2025

Signature:



18 August 2025

John Ientile
50 Casey Drive
LALOR VIC 3075

Re: G95520 Maria Ientile

Thank you for your query made to the Human Rights Division of the Victorian Civil and Administrative Tribunal.

Please see attached 1 certified copy of the order dated **20 April 2022**.

Please be advised that the **guardianship and administration** order has not lapsed nor has it been revoked. This is the most recent order made in this case.

Should you have any queries in relation to the content of this letter, please contact the Customer Service Team on 1300 01 8228 (1300 01 VCAT).

Yours Sincerely,


Anton Conos
Deputy Registrar
Human Rights Division

Contact VCAT
www.vcat.vic.gov.au


Email
humanrights@vcat.vic.gov.au

Phone
1300 01 8228

In person
Level 4, 414 La Trobe St
Melbourne VIC 3000

Mail
Guardianship List,
55 King Street
Melbourne VIC 3000

I hereby certify that this document is a true copy of the original document of which it purports to be a copy.


Deputy Registrar
Victorian Civil and Administrative Tribunal
Date: 18/08/2025

P.1/2



ORDER

VCAT reference: G95520/00
Guardianship List
Email: Humanrights@vcat.vic.gov.au
Phone: 1300 01 8228

Order Date: 20 April 2022

In relation to: Maria lentile

Order made by: B Steele, Senior Member

Application type:

Guardianship and Administration Act 2019 Section 23 administration order; Section 22 guardianship order.

Guardianship and medical treatment

VCAT orders that

The application for appointment of a guardian is dismissed because VCAT considers there is no need for a guardian at present.

VCAT records that John lentile is the son of Maria lentile and is available, willing and able to make medical treatment decisions for Maria lentile. Therefore, under section 55 of the *Medical Treatment Planning and Decisions Act 2016*, it appears that John lentile is the medical treatment decision maker for Maria lentile.

Administration

VCAT orders that:

1. John lentile, 50 Casey Drive, LALOR VIC 3075, is appointed administrator for Maria lentile.
2. John lentile has power to make decisions about all financial matters
3. The administrator has powers given under the *Guardianship and Administration Act 2019* section:
 - 46(1)
 - 52,
 - 51
4. The administrators' powers have these restrictions:
 - powers under section 51 of the Act can only be used with VCAT's permission
5. Administrators must comply with the *Guardianship and Administration Act 2019*, which outlines their powers and duties.
6. The administrator must complete and send to VCAT for approval a Financial Statement and Plan no later than 01 June 2022.
7. The administrator must prepare an annual Account by Administrator (ABA). They must submit the first ABA:
 - for the accounting period: 20 April 2022 to 30 June 2023.
 - as soon as possible after 30 June and no later than 30 September 2023.
 - to be examined by State Trustees Limited, who may charge the estate an examination fee if VCAT approves.

The administrator must submit all later ABAs:

- for each financial year, from 1 July to the following 30 June,
- as soon as possible after 30 June, and no later than 30 September in each year.

VCAT makes this order because it is satisfied that:

- due to a disability, Maria lentile does not have capacity to make decisions about the financial matters listed in this order,
- Maria lentile needs an administrator, considering the factors set out in section 31 of the Act, including their will and preferences (what's important to them), and
- this administration order will promote the personal and social wellbeing of Maria lentile.

Reassessment of this order

8. This order applies until VCAT makes another order.
9. Anyone can apply for VCAT to reassess this order at any time.
10. VCAT will reassess this administration order no later than 30 June 2025.

Change of contact details

11. If John lentile or Maria lentile changes contact details (email, phone or address), John lentile must immediately inform VCAT in writing.

B. Steele



B Steele, Senior Member
20 April 2022

BS - 20/04/2022 15:49

I hereby certify that this document is
a true copy of the original document
of which it purports to be a copy.

A
Deputy Registrar
Victorian Civil and
Administrative Tribunal
Date: *18/08/2025*
P2/2





THIS REPORT IS VALID FOR (6) MONTHS FROM THE DATE OF MOST RECENT INSPECTION.

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)

- Owner-builders are required under Section 137B of the Building Act 1993 to provide Warranty Insurance for building work they have carried out on their property if the value of the work was \$16,000 or greater for the remainder of the 6 (six) year period that starts from the time of completion of construction.
- Domestic building work more than \$16,000 will require domestic building insurance and will cover costs up to \$300,000 to fix structural defects for six years, and non-structural defects for two years.
- Domestic building work that is structural will not require domestic building insurance if it is has been completed more than six years from the date of this report.
- Domestic building work that is not structural will not require domestic building insurance if it is has been completed more than two years from the date of this report.

Site Address: No.71 Thompson Circuit Mill Park Vic 3082

Date of report: 06/09/2025

Date of inspection: 06/09/2025

Weather conditions at time of inspection Fine Cloudy Wet Windy
Other (please specify)

Name of prescribed building practitioner: Salvatore Mamone B.Arch (Architect & Registered Building Inspector)
Address: 144 Centenary Drive Mill Park Victoria **Post Code:** 3082
Registration No. Architect: 15347 **Signature:** *Salvatore Mamone*
RBP: IN-L 41272

Report Legend:

✓	No Visible Fault
M	Fault – Categorised as either minor or a Maintenance Issue
NC	Non-Compliance issue or has not been constructed in accordance with permit documents.
NP	This structure has been constructed without a Building permit.
X	A major or a Structural Defect
C	Incomplete
N	Not accessible
-----	Not Relevant
P	Partial Access
U	Untested

Description of the building and materials used in construction:

Floor Structure: - Laundry: o Concrete Floor Slab.	Stumps / Piers: _____
Footings: - Laundry: o Concrete.	
Floor Coverings: - Laundry: o Tiles.	
Wall Structure: - Laundry: o Timber Frame.	



<ul style="list-style-type: none"> ○ Timber Framed Brick Veneer.
Roof Structure: <ul style="list-style-type: none"> - Laundry: <ul style="list-style-type: none"> ○ Timber Frame. - Veranda: <ul style="list-style-type: none"> ○ Timber Frame.
External Wall Cladding: <ul style="list-style-type: none"> - Laundry: <ul style="list-style-type: none"> ○ Brickwork.
Internal Wall Lining: <ul style="list-style-type: none"> - Laundry: <ul style="list-style-type: none"> ○ Plasterboard.
Internal Ceiling Lining: <ul style="list-style-type: none"> - Laundry: <ul style="list-style-type: none"> ○ Laundry.
Roof Cladding: <ul style="list-style-type: none"> - Veranda: <ul style="list-style-type: none"> ○ Colorbond Metal deck roof sheets. - Laundry: <ul style="list-style-type: none"> ○ Corrugated colorbond metal roof sheets.
Windows & Doors: <ul style="list-style-type: none"> - Laundry: <ul style="list-style-type: none"> ○ Timber framed timber hollow core internal door. ○ Aluminium window.
Number of storeys: <ul style="list-style-type: none"> - Single

Services connected to the owner built works and their condition:	
Electrical: <ul style="list-style-type: none"> - Laundry lights: ✓ - Power points: ✓ 	Air-Conditioning: _____
Gas: -----	Heating: _____
Water: <ul style="list-style-type: none"> - Water supply to the laundry tub only: ✓ 	Hot Water System: _____
Sewerage: <ul style="list-style-type: none"> - Waste connection to the laundry tub only: ✓ 	Intercom: _____
Stormwater: <ul style="list-style-type: none"> - Laundry down pipe connection: ✓ - Veranda down pipe connection: ✓ 	Alarm System: _____
Septic:-----	Ducted Vacuum: _____
Rain Tank:	Smoke Detectors: _____
“BAL” level if known: <ul style="list-style-type: none"> - Not Known 	
Description of Works:	
New House or Alterations & Additions as instructed by the Owner Builder: 1. Structural works: <ul style="list-style-type: none"> I. Metal framed Veranda. This includes: <ul style="list-style-type: none"> i. Timber posts supported on metal stirrups. ii. Metal posts with metal base plates & top plates. iii. Metal roof frame. iv. Metal fixing brackets to the fascia & roof frame of the house, top of posts, & veranda roof frame. v. Colorbond metal deck roof sheets. vi. Zincalume flashing top / back edge of roof. vii. Colorbond metal fascia gutter. 	



viii. Colorbond metal down pipe. II. Laundry extension. This includes: <ul style="list-style-type: none"> i. Base brick walls below concrete slab line. ii. Concrete floor slab. iii. Timber framed brick veneer walls. iv. Timber door & door frame. v. Aluminium windows. vi. Colorbond corrugated metal roof sheets. vii. Timber fascia boards. viii. Metal flashings & cappings. ix. Colorbond metal Lear / box gutter. x. Colorbond metal fascia gutter. xi. Colorbond metal down pipe. xii. Floor tiles. xiii. Colorbond metal laundry trough cabinet. xiv. Mixer tap. xv. Tiled splash-back. xvi. Broom / linen cupboard with sliding doors. xvii. Down lights. xviii. Plasterboard ceiling & wall linings.
Property Owner/s Name/s:
Name/s: John Lentile VCA at appointed administrator for the property owner being Maria Lentile
Address: No.71 Thompson Circuit Mill Park Vic 3082
Contact Phone Number/s: 0413 016 430
Site details
House location on Street: - North Side
Site falls / graded to: - At veranda the pavement is relatively Flat with gentle slope to surface drains: Monitor
Vegetation: - Light
Site Drainage: - At veranda the pavement is relatively Flat with gentle slope to surface drains: Monitor
Condition of concrete paths / Paving: - The concrete pavement is pre-existing and will not be assessed as part of this report.
Attached & Detached Structures from the owner built works:
Garage / Carport: -
Pergola: -
Timber Deck:-----
Front Porch: -
Alfresco: -
Veranda: - Metal framed Veranda. This includes: <ul style="list-style-type: none"> o Timber posts supported on metal stirrups. o Metal posts with metal base plates & top plates. o Metal roof frame. o Metal fixing brackets to the fascia & roof frame of the house, top of posts, & veranda roof frame. o Colorbond metal deck roof sheets. o Zinacalume flashing top / back edge of roof.



<ul style="list-style-type: none"> ○ Colorbond metal fascia gutter. ○ Colorbond metal down pipe.
Bungalow / Studio: - -----
Garden Shed: - -----
Pool / Spa: - -----
Pool / Spa Equipment: - -----
Pool / Spa Fence: - -----
Retaining Walls: - -----

External Construction:
Footings: - N
If Masonry – Damp Proof Course & Mortar Condition: - Laundry Extension: <ul style="list-style-type: none"> ○ The base brick walls have had chemical injection in lieu of the installation of a damp course: Letter of compliance provided by “F.G.James Pty Ltd” attached within this report accepted by the RBS.
Wall Structure: - Laundry Extension: <ul style="list-style-type: none"> ○ Timber Frame. ○ Timber Framed Brick Veneer.
Wall finish: - Laundry: <ul style="list-style-type: none"> ○ Brick.
Sub floor Ventilation (Where Applicable): - -----
Weep Holes Base of walls (Where Applicable): - Laundry Extension: <ul style="list-style-type: none"> ○ The base brick walls have had chemical injection in lieu of the installation of a damp course: Letter of compliance provided by “F.G.James Pty Ltd” attached within this report accepted by the RBS.
Weep Holes above window & door openings in walls (Where Applicable): - -----
Eaves: - Laundry Extension: <ul style="list-style-type: none"> ○ Timber Fascia.
Doors: - -----
Windows: - Laundry Extension: <ul style="list-style-type: none"> ○ Aluminium.
Sill Gaps Ground floor windows: ✓
Roof Cladding: - Laundry Extension: <ul style="list-style-type: none"> ○ Corrugated Colorbond Metal roof sheets. - Veranda: <ul style="list-style-type: none"> ○ Colorbond metal deck roof sheets: NC6
Fascia Gutters: - Laundry: <ul style="list-style-type: none"> ○ Colorbond Metal. - Veranda: <ul style="list-style-type: none"> ○ Colorbond Metal.



Box Gutters: - Laundry Extension: o Colorbond Metal.	
Flashing & Capping: - Laundry Extension: o Colorbond Metal. - Veranda: o Zinalume Metal: NC3 & NC4 & NC5	
Down Pipes: - Laundry Extension: o Colorbond Metal. - Veranda: o Colorbond Metal.	
Roof pitch: - Laundry Extension: o Approximate 24 degrees. - Veranda: o Approximate 3 degrees.	
Miscellaneous:	Kitchen Equipment:
Hot Water System: -----	Range hood: -----
Cold Water Pressure: ✓	Stove / Cooktop: -----
Hot Water Pressure: ✓	Oven: -----
Water Hammer: ✓	Sink: -----
Fire Place: -----	Dishwasher: -----
Ducted Vacuum: -----	Taps: -----
Laundry:	
Floor Structure: ✓	Ventilation: ✓
Floor Coverings: ✓	Electrical Power & Lights: ✓
Walls: ✓	Heating: -----
Ceilings: ✓	Cooling: -----
Doors: ✓	Dampness: ✓
Window: ✓	Flyscreen: ✓
Joinery: ✓	Splash back: ✓
Exhaust Fan: -----	Laundry Trough / Trough cabinet: ✓
Washing Machine Taps: ✓	Taps: ✓
Broom Closet: ✓	Weather seals external Door & Frame: -----
Step into the room: NC6	Water Proofing: - Unable to view.
Veranda #1: NC2	
Floor Structure: -----	Ventilation: ✓
Floor Coverings: -----	Electrical Power & Lights: -----
Walls: -----	Base Wall / Plinth Boards: -----
Ceiling / Roof Structure: M1	Timber / Metal Posts: M1
Doors: -----	Dampness: ✓
Windows: -----	Decorative Moulds: -----
Gutters: ✓	Roof Coverings: NBC6
Down Pipes: ✓	Flashings / Cappings: NC3 & NC4 & NC5
REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION): Please refer to the fault / maintenance number adjacent the item for identification. The fault / maintenance number will have a letter in front of it such as an "M" – refer to the fault / maintenance identification legend	



to identify the letter placed in front of each fault / maintenance number. Use of the fault / maintenance numbers is achieved by corresponding the numbering with the individually numbered faults / maintenance item identified within the back section of this report.

Notes:	
1.0	Paths & gardens adjacent the owner built works to be monitored for water retention during & following rain periods.
2.0	Gutters & roof surface to be maintained cleaned to prevent build up of debris & potential gutter / down pipe / stormwater system blockage
3.0	Site drainage to be monitored – water retained along the base of walls of the building or close to the base of the walls of the building may become problematic.
4.0	In accordance with the requirements of the Victorian Building Authority; Construction of a veranda attached to a building requires a building permit.
5.0	In accordance with the requirements of the Victorian Building Authority; Alteration to a structural element of a building including; window openings, door openings, alterations to walls, alterations to roof, alterations to floor, etc, requires a building permit.
6.0	Recessed Luminaires / Down Lights: 6.1 In accordance with manufacturers requirements insulation is to be kept clear of recessed luminaires / Down lights. 6.2 A sign is required at the entrance into the roof space if recessed luminaires / Down lights have been installed.
7.0	Property boundaries have not been established during this report.

List of defects & Incomplete works in the building/s:*

M1:	- Minor surface corrosion at metal frame joints and fixing points.
NC2:	- The roof sheets at the west end of the veranda have been installed up to approximately 660mm to the boundary line. This does not comply with the requirements of the NCC Volume 2-2019 for building setbacks to property boundaries. If required, refer this to the RBS who has issued the retrospective permit.
NC3:	- Metal capping's & flashings have not been installed along the two ends of the veranda as stipulated within SAHB39-2015. Currently no adverse effects to the building noted.
NC4:	- Rivet & screw fixings to flashings that have been installed are greater than the maximum 40mm as stipulated within SAHB39-2015. Currently no adverse effects to the building noted.
NC5:	- The flashing that has been installed along the back edge of the veranda roof has not been tightly fitted within the profile of the metal roof sheets as stipulated within SAHB39-2015. Currently no adverse effects to the building noted.
NC6:	- The ends of the veranda roof sheets have not been turned down 20mm as stipulated within SAHB39-2015. Currently no adverse effects to the building noted.



NC7: - The step into the laundry measures 85 mm high. This does not comply with the requirements of Section 3.9 of the NCC Volume 2-2019.	
Sub Floor:	
Stumps / Piers:	Services:
Framing:	Accessibility:
Floor:	
Sub floor Walls:	
Sub floor Ground:	
Moisture:	
Roof Space:	
Structure: -----	Insulation: -----
Roof Cladding: ✓	Accessibility: N - Roof space not accessible. Testing may not have been exhaustive
Roof Services: -----	
Roof Ventilation: - Not Ventilated	
Sarking:-----	
Areas of the building/s inaccessible at the time of inspection:	
1.0 The roof space not accessible. Testing may not have been exhaustive. 2.0 The sub floor space not accessible. Testing may not have been exhaustive.	
Documents Sited / Viewed at time of inspection:	
1. Architectural Drawings, plans, & Specifications:	
- Not available & not viewed at the time of the inspection.	
2. Engineering Drawings, Plans, & Specifications:	
- Available & viewed at the time of the inspection.	
3. Building Permit:	
- Available & viewed at the time of the inspection.	
4. Certificate of occupancy / final inspection certificate:	
- Available & viewed at the time of the inspection.	
5. Certificate of water proofing installation:	
- Not available & not viewed at the time of the inspection.	
6. Plumbing & Electrical Certificates:	
- Available & viewed at the time of the inspection.	
Second Hand Material:	
No - Second Hand Material used during performance of the owner built works:	

**General Term & Conditions:**

This report is provided, pursuant to the following Acts and their subordinate legislation as they apply in their respective states:
The Building Act 1993 (VIC)
The Home Building Act 1989 (NSW)

The Home Building Contracts Act 1991 (WA)

Selling a house built or renovated by an owner builder

Before entering into a contract to sell a house which has been built or renovated by a person other than a registered building practitioner, where the works have been completed for less than 6 years (7yrs NSW) prior to the date of sale, the owner builder must:

1. Obtain this Inspection Report. It must be provided to the intended purchaser by the owner builder. The Inspection Report must not be older than six (6) months old at the date of the contract.
2. Send to an approved insurer:
 - a completed 'Application for Owner Builder's Indemnity Insurance',
 - a copy of this Inspection Report,
 - the appropriate fee – confirm the fee with the insurer.
 If all items are in order, the insurer will send you the necessary certificate or schedule of insurance.
3. Provide evidence of the insurance to the intended purchaser.
4. Ensure your contract contains the warranties listed in the shaded section below. After the contract has been signed, the owner builder must send a copy of the contract to the insurer.

If a contract of sale has been entered into in contravention of the legislation, the contract is not void by reason only of the contravention but is voidable at the option of the purchaser at any time before the completion of the contract.

The insurance is applicable to structural works done by the owner builder which have been completed for less than 6 years (7yrs NSW) prior to the date of sale. The insurance ceases for structural works when that 6 year (7yrs NSW) period expires.

*The insurance ceases in 2 years for nonstructural works.

The insurance only covers defects caused by the owner builder and does not cover any defects identified in the report.

Please note that where the owner builder has renovated or extended the home, the insurance only relates to those works. The balance of the house is not covered by this insurance at all.

Defects identified in this Report are those caused by bad workmanship or movement of foundations. This report does not necessarily refer to routine maintenance items (e.g. hair-line plaster cracks or jamming doors and windows) which are caused by normal shrinkage providing the workmanship was not defective.

Serious defects are defects which seriously affect the structural integrity of the property or require the substantial replacement of plumbing or electrical services. In the case of cracking, serious defects denote severe cracking as defined by Category 4 Appendix A – Australian Standard AS 2870.1 – 1988.

Unless otherwise stated:

- no soil or other material has been excavated or removed,
- no plants or trees have been removed
- no samples have been taken or tested,
- no fixtures, fittings, cladding or lining materials have been removed,
- building services have not been tested,
- no items of furniture or chattels have been moved,
- the roof has not been water tested,
- no enquiries of Drainage, Sewerage or Water Authorities have been made,
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the dwelling house and providing this report,
- no special investigation of insect attack (e.g. borer, termite, etc.) has been made and any reference to this has been based on casual inspection.

This report is incomplete unless the required local government building approval and inspection summary details are attached.

Warranties for the purposes of houses sold by owner builders

The following warranties must be part of every contract of sale of property by an owner builder where insurance applies*.

- a) The vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

* Not applicable in some states

- b) The vendor warrants that all materials used in the domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of the warranty, the Building Act and the regulations.



Inspect Direct Pty Ltd Terms & Conditions:

The Report has been prepared by the registered inspector (named within), with reasonable care, subject however as follows;

- 1) This Report is not a Guarantee but is provided in accordance with the relevant State Act.
- 2) The Report is based on the condition of the property and the prevailing structural, soil and weather conditions at the time of the inspection.
- 3) Except where specifically stated otherwise, the Report is based on a visual inspection of such parts of the premises as the Report states the inspector has been able to have reasonable access to without the removal of any furniture, fittings – be they fixed or other wise – cladding, or lining materials, plants or soil. The Report will not disclose latent defects or defects which may be apparent in weather conditions which differ from those at the time of the inspection.
- 4) The Report will not disclose defects which have not yet arisen. Changes in usage can cause defects and any abuse of the premises is likely to do so.
- 5) The Report may not cover defects of a minor nature, such as hair-line plaster cracks, jamming doors, windows or catches and similar minor faults.

* Reports listing defects in the building/s to include, but are not restricted to, conditions of the following building elements:

- Site drainage
- Frame
- Floor and wall tiling
- Built-in fittings/joinery
- Plumbing and drainage
- Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas where constructed as part of the major domestic building contract.
- Footings
- External walls
- External roof
- Doors/windows
- Fixed appliances
- Subfloor
- Internal walls and ceilings
- Internal roof conditions
- Fireplaces/solid fuel heaters
- Flyscreens

Certificates attached to this report:

- A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report.
 - Building Permit Attached: Yes / ~~No~~
 - Occupancy Permit attached: ~~Yes~~ / No
 - Final Inspection Certificate attached: Yes / ~~No~~
 - Electrical or Plumbing Certificates: Yes / ~~No~~
 - Copy of reduced Drawings: ~~Yes~~ / No

Important Note:

- This report does not take the place of a building permit, certificate of occupancy, final inspection certificate, or planning permit.
- This report is based on a visual inspection of the owner built works as presented at time of inspection & does not warrant or guarantee the integrity of the works, compliance of the works, structural integrity or compliance of the structure. Testing of the structure / building or parts of as required may not have been exhaustive.
- It is the responsibility of purchaser to check & ensure that all permits are in place.



WESTSIDE

Building Surveying (Aus) Pty Ltd
ABN: 79 649 242 240

Phone: 9741 3432

Fax:

Unit 1/49-55 Riverside Avenue
Werribee 3030

Application Number: 41360-24

FORM 2

Regulation 37(1)

Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. BS-U 17998/9024216028574

Amendment 2 - 19 May 2025

Issued to

Agent of Owner **John Ientile**

ACN / ARBN

Postal Address **50 Casey Drive Lalor**

Postcode **3075**

Email **john.ientile@gmail.com**

Address for serving or giving of documents: **50 Casey Drive Lalor**

Postcode **3075**

Contact Person **John Ientile**

Telephone **0413 016 430**

Ownership Details (if person issued with permit is not the owner)

Owner **Maria Ientile**

ACN / ARBN

Postal Address **71 Thompson Circuit Mill Park**

Postcode **3082**

Email **john.ientile@gmail.com**

Contact Person **Maria Ientile**

Telephone **0413 016 430**

Property Details [include title details as and if applicable]

Number **71** Street/Road **Thompson Circuit**

Suburb **Mill Park**

Postcode **3082**

Lot/s **217** LP/PS **LP145669**

Volume **09582**

Folio **969**

Crown allotment Section No

Parish

County

Municipal District **Whittlesea City Council**

Builder

Name **Maria Ientile**

Telephone **0413 016**

430

Address **71 Thompson Circuit Mill Park 3082**

ACN/ARBN:

Building practitioner **OB**

registration no:

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Maria Ientile-	OB	OB

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Maria Ientile-	OB	OB
Tom Casamento-TMC Associates Structural & Building Consultants	PE	PE2634

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**

Insurance policy number : **N/A**

Insurance policy date : **N/A**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Description: **Building Permit to bring the illegal verandah and laundry extension to the dwelling into compliance and complete the proposed works**

Does the building work relate to a small second dwelling? **No**

Storeys contains: **1**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **NCC 2019 Volume Two**

Cost of Building Work: **\$3,000.00**

Total floor area of new building work in m²: **272**

Revisions

1. Amendment 1 - 15 April 2025: This Building Permit has been amended to rectify an administrative error. [Amendment '1'] dated 15/04/2025.
2. Amendment 2 - 19 May 2025: This Building Permit has been amended to reflect a revision of the Working Drawings and corresponding Structural Engineering Drawings and Plumbing Statement of Justification. [Amendment '2'] dated 19/05/2025.

Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(a)**

Part of Building: **Attached Verandah**

BCA Classification: **1a(a)**

Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.2.3	Application of pressure injection chemical Damp-Proof Course to external brickwork and new weepholes.

Exemption from, or consent to partial compliance with, certain requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted or given under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018 in relation to the building work to which this permit applies:

Part Or Whole Of Building Or Place Of Public Entertainment Or Building Work Exempt From, Or Given Consent To Partial Compliance With, Requirements Of The Building Regulations 2018	Nature And Scope Of Exemption
Energy Efficiency	<p>The following part or whole of the building is given consent to partially comply with the following requirements in the Building Regulations 2018—</p> <p>(a) - 25% of the floor area of the existing building; and - 1000m²</p> <p>(b) The nature and the scope of the building works apply to energy efficiency provisions as set out under Part 3.12 from the National Construction Code [NCC] 2019. Volume 2</p>

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. Final Inspection

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 07 April 2026

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 07 April 2027

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This permit is subject to the following conditions

1. It is the responsibility of the owner to ensure that any trees within or surrounding the allotment are maintained in their current form in accordance with the Soil Report and Engineers notations. If any trees are allowed to grow an amendment will need to be obtained or if after an Occupancy/Final Certificate has been issued a separate Building Permit will need to be obtained to install a moisture/root barrier to an Engineer Certified design.
2. This building permit is subject to a Performance Solution Report prepared by Tom Casamento, dated 02/04/2025. It is the responsibility of the owner and builder to ensure the conditions of the report are implemented and upheld.
3. The building work shall be carried out wholly from within the allotment (i.e. brickwork laid-overhand) and without removing the existing boundary fences (unless otherwise agreed to by the adjoining owner). Works along boundary must be done from within boundary. No use of adjoining land or air space permitted
4. No part of the building work is to encroach over the title boundary.
5. All plumbing work must be carried out by a licensed plumber and approved by the relevant authority
6. Subject to Section 10(2) of the Building Act the Relevant Building Surveyor has been satisfied that substantial progress was made on the design of the building prior to the adoption of the NCC 2022 Volume 2 and has assessed the development under the provisions of NCC 2019 Amendment 1 Volume 2.

7. This building permit has been assessed in accordance with the Building Regulations 2018. It is the owner's responsibility to ensure that they are achieving compliance with any covenants and 173 agreements that have been registered on the title. Westside Building Surveying will take no responsibility or liability for matters which relate to a non-compliance with a restriction.
8. This Building Permit has been amended to rectify an administrative error. [Amendment '1'] dated 15/04/2025.
9. This Building Permit has been amended to reflect a revision of the Working Drawings and corresponding Structural Engineering Drawings and Plumbing Statement of Justification. [Amendment '2'] dated 19/05/2025.

Relevant Building Surveyor

Name: **James Reardon**

Address: **Unit 1, 49-55 Riverside Avenue Werribee 3030**

Email: **permits@westsidesurveying.com.au**

Building practitioner registration no.: **BS-U 17998**

Municipal district: **Whittlesea City Council**

Permit no.: **BS-U 17998/9024216028574**

Date of issue of permit: **07 April 2025**

Signature:



INFORMATION ONLY

Application Number: 41360-24

Form 17

 Regulation 200
Building Act 1993
 Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: 71	Street/Road: Thompson Circuit	Suburb: Mill Park	Postcode: 3082
Lot/s: 217	LP/PS: LP145669	Volume: 09582	Folio: 969
Crown allotment:	Section: No	Parish:	County:
Municipal District: Whittlesea City Council			

Building permit details

Building permit number: **BS-U 17998/9024216028574**
 Version of BCA applicable to building permit: **NCC 2019 Volume Two**
 Description: **Building Permit to bring the illegal verandah and laundry extension to the dwelling into compliance and complete the proposed works**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Dwelling	Residential	1a(a)
Attached Verandah	Residential	1a(a)

Exemption from, or consent to partial compliance with, certain building requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018:

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption
Energy Efficiency	The following part or whole of the building is given consent to partially comply with the following requirements in the Building Regulations 2018— (a) - 25% of the floor area of the existing building;

	<p>and</p> <p>- 1000m2</p> <p>(b) The nature and the scope of the building works apply to energy efficiency provisions as set out under Part 3.12 from the National Construction Code [NCC] 2019. Volume 2</p>
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Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.2.3	Application of pressure injection chemical Damp-Proof Course to external brickwork and new weep holes.

Maintenance determination

A maintenance determination **is not required** to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Inspection Records

Final Inspection

Approval Date

17/07/2025

Relevant Building Surveyor

Name:

James Reardon

Address:

Unit 1, 49-55 Riverside Avenue Werribee 3030

Email:

james@westsidesurveying.com.au

Building practitioner registration no.:

BS-U 17998

Municipal district name:

Whittlesea City Council

Certificate no.

BS-U 17998/9024216028574

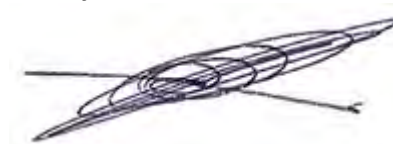
Date of issue:

28 July 2025

Date of final inspection

17 July 2025

Signature:



Building Act 1993
Section 238(1)(a)
Building Regulations 2018
Regulation 126

CERTIFICATE OF COMPLIANCE FOR PROPOSED BUILDING WORK

This certificate is issued to: *Westside Building Surveying Pty Ltd*
Unit 1 / 49-55 Riverside Ave, Werribee VIC 3030

This certificate is issued in relation to the proposed building work at:

71 THOMPSON CIRCUIT MILLPARK, VIC 3082

Nature of proposed building work

Construction of a VERANDAH, ADDITION

*Storeys contained: 1
*Effective height 3m
*Type of construction TIMBER, CONCRETE, STEEL

Version of BCA applicable to certificate: BCA2019 & NCC

Building classification:

BCA Classification: Class 1

Prescribed class of building work for which this certificate is issued:

Design or part of the design of building work relating to: Structural matter

Documents setting out the design that is certified by this certificate

Document no.	Document date	Type of document	Number of pages	Prepared by
1	Jun 2024	Structural Drawings	S1, S2, S3	TMC & Associates
1	Aug 2023	Computations	29	TMC & Associates

The design certified by this certificate complies with the following provisions of Building Act 1993, Building Regulations 2018 and National Construction Code

Act, Regulation or NCC	Section, Regulation, Part, Performance Requirement or other provision
AS1170.1 - 2002	Part 1: Permanent, Imposed and other Actions
AS1170.2 - 2021	Part 2: Wind Actions
AS1684 - 2021	Light Timber Framing Code
AS1720 - 2010	Timber Structures
AS2870 - 2011	Residential Slabs & Footings
AS3600 - 2018	Concrete Structures

*I prepared the design, or part of the design, set out in the documents listed above.

I certify that the design set out in the documents listed above complies with the provisions set out above.

I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

Engineer

Name: Tom Casamento

Address: 69 Linacre Dve, Bundoora

Email: info@tmcengineers.com.au

Registered Professional Engineer category and class: Civil Engineer

Registration no.: PE 2634

Date of issue of certificate: 18th Nov 2024

Signature:



+Building Act 1993
Section 238(1)(b)
Building Regulations 2018
Regulation 126

CERTIFICATE OF COMPLIANCE FOR BUILDING WORK

This certificate is issued to:

WestSide Building Surveying Pty Ltd
Unit 1, 49-55 Riverside Ave, Werribee VIC 3030

This certificate is issued in relation to the building work at:

71 Thompson Circuit, Mill Park VIC 3082

Nature of building work

Construction of a Verandah & Addition

Storeys contained: 1

Effective height: 3.0m

Type of construction: Timber, Concrete, Steel

Version of BCA applicable to certificate: BCA 2019 & NCC

Building classification

BCA Classification: Class 1

Prescribed classes of building work for which this certificate is issued:

Domestic building work relating to a Structural matter

Building work inspected: Rear Verandah, & Addition of Store Room/Laundry

The building work certified by the certificate complies with the following provisions of the Building Act 1993, Building Regulations 2018 or National Construction Code

Act, Regulation or NCC	Section, Regulation, Part, Performance Requirement or other provision
AS1170.1 - 2002	Part 1: Permanent, Imposed and other Actions
AS1170.2 - 2021	Part 2: Wind Actions
AS1684 - 2021	Light Timber Framing Code
AS1720 - 2010	Timber Structures
AS2870 - 2011	Residential Slabs & Footings
AS3600 - 2018	Concrete Structures
AS4100 - 2020	Steel Structures

I inspected the building work referred to above on: 19th Apr 2024.

I certify that the building work inspected by me complies with the provisions set out above.

I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

Engineer

Name: Tom Casamento

Address: 69 Linacre Dve, Bundoora

Email: info@tmcengineers.com.au

Registered Professional Engineer category and class: Civil Engineer

Registration no.: PE 2634

Date of issue of certificate: 18th Nov 2024

Signature:



INFORMATION ONLY

T.M.C. & ASSOCIATES



CONSULTING STRUCTURAL ENGINEERS

69 Linacre Dve, Bundoora 3083
Mobile: 0416 156 711
Email: info@tmcengineers.com.au

COMPUTATIONS FOR: M. IENTILE

AT: 71 THOMPSON CIRCUIT MILL PARK

DESIGNED: T. Casamento

REF: 1891

T. CASAMENTO

DATE: MAY 2024

BEng (Civil) DipCE MIEAust CPEng NER APEC Eng IntPE(Aus)
Registered Professional Engineer : PE 2634
MACSEV MFFSV MBDPS MFESA MASBC

DISCLAIMER:

No responsibility is accepted for any part of whole of the structure beyond the contents of these computations

In this design, no allowance has been made for any easements and services on the subject site or neighbouring sites. It is the Owners/Builders/Council responsibility to supply this office with any information related to any easements or services affecting the building.

These computations are invalid unless accompanied by a signed "Certificate of Compliance for Proposed Building Works – Regulation 126"

CODES & REFERENCES

- | | | |
|-----|----------------------------------|--|
| 1. | AS 1170.1 - 2002 | DEAD AND LIVE LOAD CODE |
| 2. | AS 1170.2 - 2021 | WIND ACTIONS |
| 3. | AS 1684 - 2021 | LIGHT TIMBER FRAMING CODE |
| 4. | AS 1720.1 - 2010 | TIMBER STRUCTURES CODE |
| 5. | AS 2783 - 1992 | CONCRETE SWIMMING POOLS |
| 6. | AS 2870 - 2011 | RESIDENTIAL SLABS & FOOTINGS |
| 7. | AS 3600 - 2018 | CONCRETE STRUCTURES CODE |
| 8. | AS 3700 - 2018 | MASONRY STRUCTURES |
| 9. | AS 4055 - 2021 | WIND LOADS ON HOUSES |
| 10. | AS 4100 - 2020 | STEEL STRUCTURES CODE |
| 11. | HB 28 - 1997 | THE DESIGN OF RESIDENTIAL SLABS AND FOOTINGS |
| 12. | NATIONAL CONSTRUCTION CODE (NCC) | |
| 13. | BUILDING CODE OF AUSTRALIA | |

CLIENT

IENTILE

DESIGNED

TC

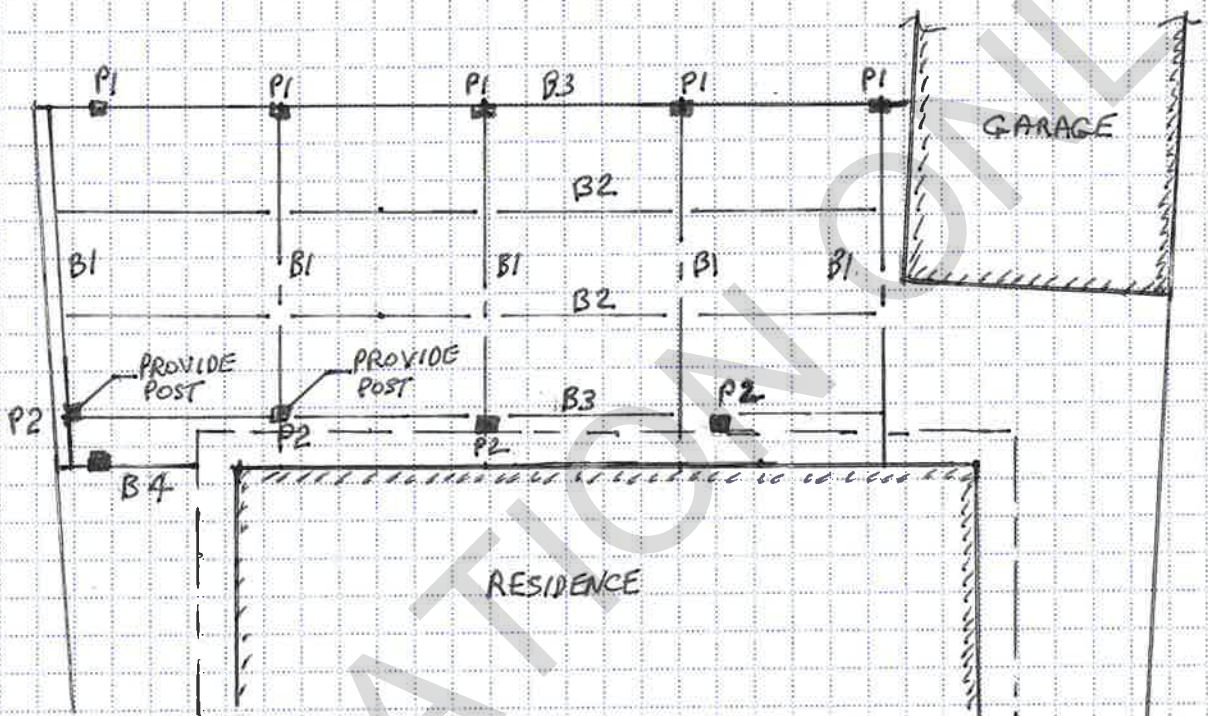
PROJECT

71 THOMPSON CIRCUIT, MILL PARK.

DATE

MAY '24

REAR VERANDA



PLAN LAYOUT

BEAM - B1:

150 x 50 - □

Span = 4100

SATISFACTORY

PURLINS - B2/B3/B4:

150 x 50 - □

Span = 2700/1300

SATISFACTORY

POSTS - P1:

75 x 75 - SHS:

L = 2400 (MAX)

SATISFACTORY

CLIENT

IENTILE

DESIGNED

TC

PROJECT

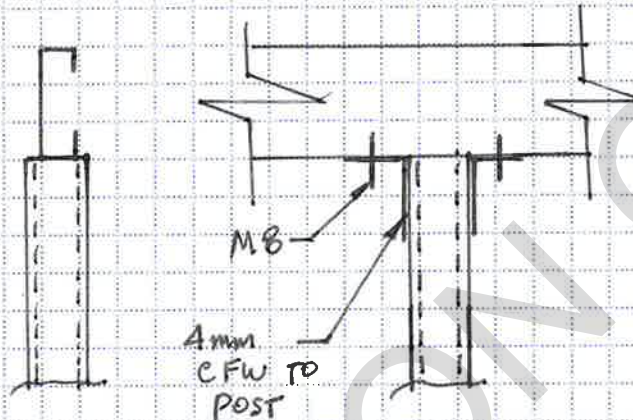
71 THOMPSON CIRCUIT, MILL PARK

DATE

MAY '24

CONNECTIONS

B1-POST(P1) & B1-POST(P2)



ROOF DRAINAGE CAPACITY

① Roof Catchment Area = 55 m^2 (Verandah).

Roof Slope = 3°

Rainfall Intensity A.R.I. = 132 mm/hr . Assume: 140 mm/hr .

Q (Flow) = 2.07 L/s .

② Roof Catchment Area = 28 m^2 (Garage)

Roof Slope = 3°

A.R.I. = 132 mm/hr . Assume: 140 mm/hr .

Q (Flow) = 1.05 L/s .

③ Total Flow = 3.12 L/s .

④ Required D.P. capacity = $(83)(80) = 6,640 \text{ mm}^2$

Require: 1 - $\phi 100 \text{ D.P.}$

PROVIDE: RAINHEAD AT JUNCTION
WITH GARAGE ROOF



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Single Span C15012 1 row bridging Light steel C Sections

Provide bridging within the span as noted. Where 1 row of bridging is noted it is to be provided midspan.

Where two rows are noted they are to be provided at third points of the span.

Where there is also an overhang (cantilever) bridging is only to be provided in the backspan.

Under no circumstances should any loads (i.e fire services, suspended ceilings, air conditioner units or any other point type loads) be hung directly from the bottom lip of any purlin.

To the ends of all overhangs / cantilevers there is to be an orthogonal member provided to restrain the cantilever member from twisting.

All C and Z sections are to be designed and installed strictly in accordance with the manufacturer's requirements. SpanMan should not be used as a substitute for their recommendations.

If continuous purlins are used the addition of any opening that removes the continuity of the purlin is not allowable.

Stiffeners are to be provided at internal supports of continuous members.

Provide fixings to cleats at supports, or provide stiffeners to ensure load path is through the web.

Computations and certificates produced by SpanMan must be submitted to a building surveyor/certifier for approval of the member sizes prior to installation. Installation can only occur when a Building Permit has been granted.

Design Parameters

Country: Australia

Building type: House - domestic dwelling

Design working life: 50 years

Building Type Importance: 2 - Normal structures and structures not falling into other levels

Roof Use: Normal roof

Distributed live load: 0.25 kPa, Point live load: 1.1 kN

Distributed live load overhang: 0.25 kPa

Wind region is N1

Span = 4,100 mm

Overhang = 600 mm

Spacing = 2700 mm

Purlin slope = 0 degrees

Roof(0.80 mm steel sheet) = 10 kg/m²

Purlin bracket weight = 0.5 kg/m²

Ceiling(No ceiling) = 0 kg/m²

Assume 5 purlins in Parallel

Roof slope = 5 degrees

The top of the Purlin is to be restrained by sheeting at 900 mm centres

Section Properties

Depth = 152 mm

Width = 64 mm

Thickness = 1.2 mm

Lip height = 14.5 mm

E = 200,000 MPa

A = 354 mm²

I_{xx} = 1.29e6 mm⁴

Dead Load

w(self weight) = 0.0284 kN/m

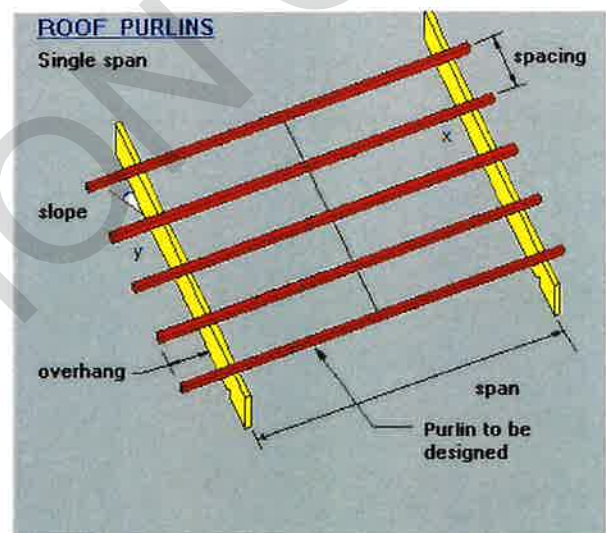
w(0.80 mm steel sheet) = (10 + 0 + 0.5) x 2.70 x 9.81 x 0.001 = 0.278 kN/m

w(total dead load) = 0.306 kN/m

Live Load

g₄₄ = minimum of 1.33x2.7 and 1.0 = 1

g₄₅ = 1





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 Bundoora, Victoria, 3083, Australia

Member: Roof Beam - B1
 Project: lentile
 Project Number: 1891
 Project Address: 71 Thompson Circuit, Mill
 Park

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Imposed Loads

$$Q_1(\text{UDL span 1}) = 0.25 \text{ kPa}$$

$$Q_1(\text{UDL span 1 based on area}) = \text{UDL} \times g_{44}(\text{span}) = (1.8/(4.1 \times 2.7 \times \cos(0)) + 0.12) \times 1 = 0.283 \text{ kPa}$$

$$Q_1(\text{UDL span 1 adopted}) = 0.283 \text{ kPa}$$

$$Q_1(\text{Imposed UDL span 1}) = \text{UDL span 1 adopted} \times \text{Purlin spacing} = 0.283 \times 2.7 = 0.763 \text{ kN/m}$$

$$Q_3(\text{UDL overhang}) = 0.25 \text{ kPa}$$

$$Q_3(\text{UDL overhang based on area}) = \text{UDL} \times g_{45}(\text{overhang}) = (1.8/(0.6 \times 2.7 \times \cos(0)) + 0.12) \times 1 = 1.231 \text{ kPa}$$

$$Q_3(\text{UDL overhang adopted}) = 1.231 \text{ kPa}$$

$$Q_3(\text{Imposed UDL overhang}) = \text{UDL overhang adopted} \times \text{rafter spacing} = 1.231 \times 2.7 = 3.324 \text{ kN/m}$$

$$Q_4(\text{Imposed point load span}) = \text{Point load span} \times g_{44}(\text{span}) = 1.1 \times 1 = 1.1 \text{ kN}$$

$$Q_5(\text{Imposed point load overhang}) = \text{Point load overhang} \times g_{45}(\text{overhang}) = 1.1 \times 1 = 1.1 \text{ kN}$$

Short-Term and Long-Term Live Loads

$$Q_1(\text{Short-term UDL span}) = \text{Imposed UDL span} \times \psi_s = 0.763 \times 0.7 = 0.534 \text{ kN/m}$$

$$Q_3(\text{Short-term UDL overhang}) = \text{Imposed UDL overhang} \times \psi_s = 3.324 \times 0.7 = 2.327 \text{ kN/m}$$

$$Q_4(\text{Short-term point load span}) = \text{Imposed point load span} \times \psi_s = 1.1 \times 1 = 1.1 \text{ kN}$$

$$Q_5(\text{Short-term point load overhang}) = \text{Imposed point load overhang} \times \psi_s = 1.1 \times 1 = 1.1 \text{ kN}$$

$$Q_1(\text{Long-term UDL span}) = \text{Imposed UDL span} \times \psi_l = 0.763 \times 0 = 0 \text{ kN/m}$$

$$Q_3(\text{Long-term UDL overhang}) = \text{Imposed UDL overhang} \times \psi_l = 3.324 \times 0 = 0 \text{ kN/m}$$

$$Q_4(\text{Long-term point load span}) = \text{Imposed point load span} \times \psi_l = 1.1 \times 0 = 0 \text{ kN}$$

$$Q_5(\text{Long-term point load overhang}) = \text{Imposed point load overhang} \times \psi_l = 1.1 \times 0 = 0 \text{ kN}$$

Wind Load

$$C_{rig}(\text{midspan serviceability}) = 0.7$$

$$C_{rig}(\text{midspan strength down}) = 0.7$$

$$C_{rig}(\text{midspan strength up}) = 1.1$$

$$C_{rig}(\text{overhang serviceability}) = 0.7$$

$$C_{rig}(\text{overhang strength down}) = 0.7$$

$$C_{rig}(\text{overhang strength up}) = 1.6$$

$$V_{des}(\text{serviceability}) = 26 \text{ m/s}$$

$$V_{des}(\text{ultimate}) = 34 \text{ m/s}$$

$$\text{Serviceability pressure} = (0.5 \times \rho_{air}) \times [V_{des, serviceability}]^2 \times C_{dyn} = (0.5 \times 1.2) \times 26^2 \times 1 \times 0.001 = 0.406 \text{ kPa}$$

$$\text{Ultimate pressure} = (0.5 \times \rho_{air}) \times [V_{des, ultimate}]^2 \times C_{dyn} = (0.5 \times 1.2) \times 34^2 \times 1 \times 0.001 = 0.694 \text{ kPa}$$

$$\text{Wind load width} = 2,700 \text{ mm}$$

$$w(\text{midspan serviceability}) = 0.406 \times 0.7 \times 2.7 = 0.767 \text{ kN/m}$$

$$w(\text{overhang serviceability}) = 0.406 \times 0.7 \times 2.7 = 0.767 \text{ kN/m}$$

$$w(\text{midspan strength down}) = 0.694 \times 0.7 \times 2.7 = 1.311 \text{ kN/m}$$

$$w(\text{overhang strength down}) = 0.694 \times 0.7 \times 2.7 = 1.311 \text{ kN/m}$$

$$w(\text{midspan strength up}) = 0.694 \times 1.1 \times 2.7 = 2.06 \text{ kN/m}$$

$$w(\text{overhang strength up}) = 0.694 \times 2 \times 2.7 = 3.745 \text{ kN/m}$$

CALCULATIONS

Deflections, bending moments, shear forces and support reactions are calculated by the principles of structural analysis and match the output of any standard structural analysis software.

Where deflections, bending moments and shear forces are within 3% of allowable values they are marked in red.

(1) Deflection - Long-Term Dead Load

(+ downward deflection, - upward deflection)

$$w_1(\text{long-term dead load}) = 0.306 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{long-term dead load}) = 0.306 \text{ kN/m}$$



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Deflection multiplier(1 span, 4,100 mm span)= 1.091
Deflection(2,034.7 mm from support) = 4.524 mm <= 18.79 (lesser 20 mm & span/240 ± 10%)
Deflection multiplier(1 span, 4,100 mm span)= 1.091

Overhang deflection
Deflection(end of overhang) = -2.021 mm <= 11 (10 mm ± 1 mm)

(2) Deflection - Short-Term Point Live Load Span 1

(+ downward deflection, - upward deflection)

$P_{1(\text{live load})}(2.05 \text{ m into span}) = 1.1 \text{ kN}$

Deflection multiplier(1 span, 4,100 mm span)= 1.091
Deflection(2,050 mm from support) = 6.679 mm <= 18.04 (lesser 20 mm & span/250 ± 10%)
Deflection multiplier(1 span, 4,100 mm span)= 1.091

Overhang deflection
Deflection(end of overhang) = -2.932 mm <= 11 (10 mm ± 1 mm)

(3) Deflection - Short-Term Point Live Load Overhang

(+ downward deflection, - upward deflection)

$P_{\text{overhang}(\text{live load})}(0.6 \text{ m into overhang}) = 1.1 \text{ kN}$

Deflection multiplier(1 span, 4,100 mm span)= 1.091
Deflection(2,367.1 mm from support) = -3.01 mm <= 18.04 (lesser 20 mm & span/250 ± 10%)
Deflection multiplier(1 span, 4,100 mm span)= 1.091

Overhang deflection
Deflection(end of overhang) = 2.624 mm <= 11 (10 mm ± 1 mm)

(4) Deflection - Wind Load Up

(+ downward deflection, - upward deflection)

$w_1(\text{wind load up}) = -0.767 \text{ kN/m}$
 $w_{\text{overhang}(\text{wind load up})} = -0.767 \text{ kN/m}$

Deflection multiplier(1 span, 4,100 mm span)= 1.091
Deflection(2,034.7 mm from support) = -11.32 mm <= 30.07 (lesser 33 mm & span/150 ± 10%)
Deflection multiplier(1 span, 4,100 mm span)= 1.091

Overhang deflection
Deflection(end of overhang) = 5.055 mm <= 11 (10 mm ± 1 mm)

(5) Deflection - Short-Term UDL Midspan

(+ downward deflection, - upward deflection)

$w_1(\text{live load}) = 0.534 \text{ kN/m}$

Deflection multiplier(1 span, 4,100 mm span)= 1.091
Deflection(2,050 mm from support) = 8.311 mm <= 18.04 (lesser 20 mm & span/250 ± 10%)
Deflection multiplier(1 span, 4,100 mm span)= 1.091

Overhang deflection
Deflection(end of overhang) = -3.892 mm <= 11 (10 mm ± 1 mm)

(6) Bending Strength - 1.35xDead Load Only

$w_1(\text{dead load}) = 1.35 \times 0.306 = 0.414 \text{ kN/m}$
 $w_{\text{overhang}(\text{dead load})} = 1.35 \times 0.306 = 0.414 \text{ kN/m}$



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Span Strength

Moment(span) = 0.833 kNm

C15012(Single span, 1 row bridging, inward load, 3900 mm span) = 2.45 kN/m

C15012(Single span, 1 row bridging, inward load, 4200 mm span) = 2.12 kN/m

Interpolating C15012(Single span, 1 row bridging, 4100 mm span) = 2.23 kN/m

$\Phi Mb = 2.23 \times 4.1^2 / 8 = 4.686 \text{ kNm} \geq 0.833 \text{ kNm}$

Overhang Strength

Moment(overhang) = -0.0745 kNm

C15012(1 row bridging, inward load, 4000 mm span, 3000 mm cantilever) = 1.04 kN/m

$\Phi Mb(\text{inward}) = 1.04 \times 3^2 / 2 = 4.68 \text{ kNm} \geq 0.0745 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 0.83 kN

Maximum limit state reaction at y = 1.115 kN

(7) Bending Strength - 1.2xDead Load + 1.5xImposed Point Live Load Span

$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$

$w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$

$P_{1(\text{live load})}(2.05 \text{ m into span}) = 1.5 \times 1.1 = 1.65 \text{ kN}$

Span Strength

Moment(span) = 2.431 kNm

C15012(Single span, 1 row bridging, inward load, 3900 mm span) = 2.45 kN/m

C15012(Single span, 1 row bridging, inward load, 4200 mm span) = 2.12 kN/m

Interpolating C15012(Single span, 1 row bridging, 4100 mm span) = 2.23 kN/m

$\Phi Mb = 2.23 \times 4.1^2 / 8 = 4.686 \text{ kNm} \geq 2.431 \text{ kNm}$

Overhang Strength

Moment(overhang) = -0.0662 kNm

C15012(1 row bridging, inward load, 4000 mm span, 3000 mm cantilever) = 1.04 kN/m

$\Phi Mb(\text{inward}) = 1.04 \times 3^2 / 2 = 4.68 \text{ kNm} \geq 0.0662 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.563 kN

Maximum limit state reaction at y = 1.816 kN

(8) Bending Strength - 1.2xDead Load + 1.5xImposed Point Live Load Overhang

$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$

$w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$

$P_{\text{overhang}(\text{live load})}(0.6 \text{ m into overhang}) = 1.5 \times 1.1 = 1.65 \text{ kN}$

Span Strength



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Moment(span) = 0.335 kNm

C15012(Single span, 1 row bridging, inward load, 3900 mm span) = 2.45 kN/m

C15012(Single span, 1 row bridging, inward load, 4200 mm span) = 2.12 kN/m

Interpolating C15012(Single span, 1 row bridging, 4100 mm span) = 2.23 kN/m

$\Phi Mb = 2.23 \times 4.1^2 / 8 = 4.686 \text{ kNm} \geq 0.335 \text{ kNm}$

Overhang Strength

Moment(overhang) = -1.056 kNm

C15012(1 row bridging, inward load, 4000 mm span, 3000 mm cantilever) = 1.04 kN/m

$\Phi Mb(\text{inward}) = 1.04 \times 3^2 / 2 = 4.68 \text{ kNm} \geq 1.056 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 0.496 kN

Maximum limit state reaction at y = 2.882 kN

(9) Bending Strength - 1.2xDead Load + Wind Load Down

$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$

$w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$

$w_1(\text{wind load}) = 1 \times 1.311 = 1.311 \text{ kN/m}$

$w_{\text{overhang}}(\text{wind load}) = 1 \times 1.311 = 1.311 \text{ kN/m}$

Span Strength

Moment(span) = 3.378 kNm

C15012(Single span, 1 row bridging, inward load, 3900 mm span) = 2.45 kN/m

C15012(Single span, 1 row bridging, inward load, 4200 mm span) = 2.12 kN/m

Interpolating C15012(Single span, 1 row bridging, 4100 mm span) = 2.23 kN/m

$\Phi Mb = 2.23 \times 4.1^2 / 8 = 4.686 \text{ kNm} \geq 3.378 \text{ kNm}$

Overhang Strength

Moment(overhang) = -0.302 kNm

C15012(1 row bridging, inward load, 4000 mm span, 3000 mm cantilever) = 1.04 kN/m

$\Phi Mb(\text{inward}) = 1.04 \times 3^2 / 2 = 4.68 \text{ kNm} \geq 0.302 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 3.368 kN

Maximum limit state reaction at y = 4.522 kN

(10) Bending Strength - 0.9xDead Load + Wind Load Up

$w_1(\text{dead load}) = 0.9 \times 0.306 = 0.276 \text{ kN/m}$

$w_{\text{overhang}}(\text{dead load}) = 0.9 \times 0.306 = 0.276 \text{ kN/m}$

$w_1(\text{wind load up}) = 1 \times -2.06 = -2.06 \text{ kN/m}$

$w_{\text{overhang}}(\text{wind load up}) = 1 \times -3.745 = -3.745 \text{ kN/m}$

Span Strength

Moment(span) = -3.443 kNm

C15012(Single span, 1 row bridging, outward load, 3900 mm span) = 2.45 kN/m
C15012(Single span, 1 row bridging, outward load, 4200 mm span) = 2.12 kN/m

Interpolating C15012(Single span, 1 row bridging, 4100 mm span) = 2.23 kN/m

$$\Phi M_b = 2.23 \times 4.1^2 / 8 = 4.686 \text{ kNm} \geq 3.443 \text{ kNm}$$

Overhang Strength

Moment(overhang) = 0.625 kNm
C15012(No bridging, outward load, 4000 mm span, 3000 mm cantilever) = 1.04 kN/m

$$\Phi M_b(\text{outward}) = 1.04 \times 3^2 / 2 = 4.68 \text{ kNm} \geq 0.625 \text{ kNm}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = -3.505 kN
Maximum limit state reaction at y = -5.892 kN

(11) Bending Strength - 1.2xDead Load + 1.5xImposed Live Load UDL

$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$
 $w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$
 $w_1(\text{live load}) = 1.5 \times 0.763 = 1.145 \text{ kN/m}$
 $w_{\text{overhang}}(\text{live load}) = 1.5 \times 3.324 = 4.986 \text{ kN/m}$

Span Strength

Moment(span) = 2.714 kNm

C15012(Single span, 1 row bridging, inward load, 3900 mm span) = 2.45 kN/m
C15012(Single span, 1 row bridging, inward load, 4200 mm span) = 2.12 kN/m

Interpolating C15012(Single span, 1 row bridging, 4100 mm span) = 2.23 kN/m

$$\Phi M_b = 2.23 \times 4.1^2 / 8 = 4.686 \text{ kNm} \geq 2.714 \text{ kNm}$$

Overhang Strength

Moment(overhang) = -0.964 kNm
C15012(1 row bridging, inward load, 4000 mm span, 3000 mm cantilever) = 1.04 kN/m

$$\Phi M_b(\text{inward}) = 1.04 \times 3^2 / 2 = 4.68 \text{ kNm} \geq 0.964 \text{ kNm}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 2.865 kN
Maximum limit state reaction at y = 6.547 kN

(12) Bending Strength - 1.2xDead Load + 1.5xImposed Live Load UDL Overhang

$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$
 $w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$
 $w_{\text{overhang}}(\text{live load}) = 1.5 \times 3.324 = 4.986 \text{ kN/m}$

Span Strength

Moment(span) = 0.366 kNm

C15012(Single span, 1 row bridging, inward load, 3900 mm span) = 2.45 kN/m



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C15012(Single span, 1 row bridging, inward load, 4200 mm span) = 2.12 kN/m

Interpolating C15012(Single span, 1 row bridging, 4100 mm span) = 2.23 kN/m

$$\Phi Mb = 2.23 \times 4.1^2 / 8 = 4.686 \text{ kNm} \geq 0.366 \text{ kNm}$$

Overhang Strength

Moment(overhang) = -0.964 kNm

C15012(1 row bridging, inward load, 4000 mm span, 3000 mm cantilever) = 1.04 kN/m

$$\Phi Mb(\text{inward}) = 1.04 \times 3^2 / 2 = 4.68 \text{ kNm} \geq 0.964 \text{ kNm}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 0.519 kN

Maximum limit state reaction at y = 4.201 kN

(13) Shear Strength - 1.35xDead Load Only

$$w_1(\text{dead load}) = 1.35 \times 0.306 = 0.414 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{dead load}) = 1.35 \times 0.306 = 0.414 \text{ kN/m}$$

Shear(at 0.001mm from x) = 0.83kN

Shear(at 0.001mm from y) = -0.866kN

Shear(at 0.001mm into overhang) = 0.248kN

Shear(maximum) = 0.866 kN

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$

$$V_v(\text{AS4600:2005 3.3.4(3)}) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 0.866 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 0.83 kN

Maximum limit state reaction at y = 1.115 kN

(14) Shear Strength - 1.2xDead Load + 1.5xImposed Shear Point Live Load 1.001 mm from X

$$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$P_{1(\text{live load})}(0.001 \text{ m into span}) = 1.5 \times 1.1 = 1.65 \text{ kN}$$

$$w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

Shear(at 0.001mm from x) = 2.387kN

Shear(at 0.001mm from y) = -0.77kN

Shear(at 0.001mm into overhang) = 0.221kN

Shear(maximum) = 2.387 kN

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$



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$$1.45E_k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45E_k_v / f_y$$

$$V_v(AS4600:2005 \ 3.3.4(3)) = 0.905E_k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 2.387 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 2.387 kN

Maximum limit state reaction at y = 0.991 kN

(15) Shear Strength - 1.2xDead Load + 1.5xImposed Shear Point Live Load Overhang

$$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$P_{\text{overhang}}(\text{live load})(0.001 \text{ m into overhang}) = 1.5 \times 1.1 = 1.65 \text{ kN}$$

$$\text{Shear(at 0.001mm from x)} = 0.737 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -0.77 \text{ kN}$$

$$\text{Shear(at 0.001mm into overhang)} = 1.871 \text{ kN}$$

$$\text{Shear(maximum)} = 1.871 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E_k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45E_k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45E_k_v / f_y$$

$$V_v(AS4600:2005 \ 3.3.4(3)) = 0.905E_k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 1.871 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 0.737 kN

Maximum limit state reaction at y = 2.641 kN

(16) Shear Strength - 1.2xDead Load + Wind Load Down

$$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$w_1(\text{wind load}) = 1 \times 1.311 = 1.311 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{wind load}) = 1 \times 1.311 = 1.311 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = 3.368 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -3.515 \text{ kN}$$

$$\text{Shear(at 0.001mm into overhang)} = 1.007 \text{ kN}$$

$$\text{Shear(maximum)} = 3.515 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E_k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45E_k_v / f_y = 1.45 \times 46.22 = 67.01$$



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$$d_1/t_w > 1.45E_{k_v} / f_y$$

$$V_v(AS4600:2005 3.3.4(3)) = 0.905E_{k_v}t_w^3/d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 3.515 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 3.368 kN
 Maximum limit state reaction at y = 4.522 kN

(17) Shear Strength - 0.9xDead Load + Wind Load Up

$$w_1(\text{dead load}) = 0.9 \times 0.306 = 0.276 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{dead load}) = 0.9 \times 0.306 = 0.276 \text{ kN/m}$$

$$w_1(\text{wind load up}) = 1 \times -2.06 = -2.06 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{wind load up}) = 1 \times -3.745 = -3.745 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = -3.505 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = 3.81 \text{ kN}$$

$$\text{Shear(at 0.001mm into overhang)} = -2.082 \text{ kN}$$

$$\text{Shear(maximum)} = 3.81 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E_{k_v} / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45E_{k_v} / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45E_{k_v} / f_y$$

$$V_v(AS4600:2005 3.3.4(3)) = 0.905E_{k_v}t_w^3/d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 3.81 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = -3.505 kN
 Maximum limit state reaction at y = -5.892 kN

(18) Shear Strength - 1.2xDead Load + 1.5xImposed Shear Point Live Load Overhang + 1.5xSnow Load

$$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$P_{\text{overhang}}(\text{live load})(0.001 \text{ m into overhang}) = 1.5 \times 1.1 = 1.65 \text{ kN}$$

$$w_1(\text{snow load span 1}) = 1 \times 0 = 0 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{snow load cantilever}) = 1 \times 0 = 0 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = 0.737 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -0.77 \text{ kN}$$

$$\text{Shear(at 0.001mm into overhang)} = 1.871 \text{ kN}$$

$$\text{Shear(maximum)} = 1.871 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E_{k_v} / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45E_{k_v} / f_y = 1.45 \times 46.22 = 67.01$$



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$$d_1/t_w > 1.45E_k_v / f_y$$

$$V_v(AS4600:2005 3.3.4(3)) = 0.905E_k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 1.871 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 0.737 kN
 Maximum limit state reaction at y = 2.641 kN

(19) Shear Strength - 1.2xDead Load + 1.5xImposed Live Load UDL

$$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$w_1(\text{live load}) = 1.5 \times 0.763 = 1.145 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{live load}) = 1.5 \times 3.324 = 4.986 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = 2.865 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -3.335 \text{ kN}$$

$$\text{Shear(at 0.001mm into overhang)} = 3.212 \text{ kN}$$

$$\text{Shear(maximum)} = 3.335 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E_k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45E_k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45E_k_v / f_y$$

$$V_v(AS4600:2005 3.3.4(3)) = 0.905E_k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 3.335 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 2.865 kN
 Maximum limit state reaction at y = 6.547 kN

(20) Shear Strength - 1.2xDead Load + 1.5xImposed Live Load UDL Overhang

$$w_1(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{dead load}) = 1.2 \times 0.306 = 0.368 \text{ kN/m}$$

$$w_{\text{overhang}}(\text{live load}) = 1.5 \times 3.324 = 4.986 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = 0.519 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -0.989 \text{ kN}$$

$$\text{Shear(at 0.001mm into overhang)} = 3.212 \text{ kN}$$

$$\text{Shear(maximum)} = 3.212 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E_k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45E_k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45E_k_v / f_y$$

$$V_v(AS4600:2005 3.3.4(3)) = 0.905E_k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$



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$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 3.212 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 0.519 kN

Maximum limit state reaction at y = 4.201 kN

INFORMATION ONLY

Single Span C15012 Light steel C Sections

Provide bridging within the span as noted. Where 1 row of bridging is noted it is to be provided midspan.

Where two rows are noted they are to be provided at third points of the span.

Where there is also an overhang (cantilever) bridging is only to be provided in the backspan.

Under no circumstances should any loads (i.e fire services, suspended ceilings, air conditioner units or any other point type loads) be hung directly from the bottom lip of any purlin.

To the ends of all overhangs / cantilevers there is to be an orthogonal member provided to restrain the cantilever member from twisting.

All C and Z sections are to be designed and installed strictly in accordance with the manufacturer's requirements. SpanMan should not be used as a substitute for their recommendations.

If continuous purlins are used the addition of any opening that removes the continuity of the purlin is not allowable.

Stiffeners are to be provided at internal supports of continuous members.

Provide fixings to cleats at supports, or provide stiffeners to ensure load path is through the web.

Computations and certificates produced by SpanMan must be submitted to a building surveyor/certifier for approval of the member sizes prior to installation. Installation can only occur when a Building Permit has been granted.

Design Parameters

Country: Australia

Building type: House - domestic dwelling

Design working life: 50 years

Building Type Importance: 2 - Normal structures and structures not falling into other levels

Roof Use: Normal roof

Distributed live load: 0.25 kPa, Point live load: 1.1 kN

Wind region is N1

Span = 2,700 mm

Overhang = 0 mm

Spacing = 1400 mm

Purlin slope = 0 degrees

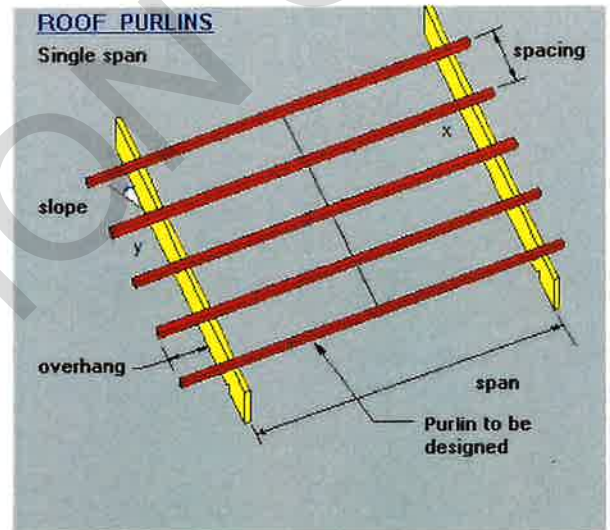
Roof(0.80 mm steel sheet) = 10 kg/m²

Purlin bracket weight = 0.5 kg/m²

Ceiling(No ceiling) = 0 kg/m²

Assume 5 purlins in Parallel

Roof slope = 5 degrees



The top of the Purlin is to be restrained by sheeting at 900 mm centres

Section Properties

Depth = 152 mm

Width = 64 mm

Thickness = 1.2 mm

Lip height = 14.5 mm

E = 200,000 MPa

A = 354 mm²

Ixx = 1.29e6 mm⁴

Dead Load

w(self weight) = 0.0284 kN/m

w(0.80 mm steel sheet) = (10 + 0 + 0.5) x 1.40 x 9.81 x 0.001 = 0.144 kN/m

w(total dead load) = 0.173 kN/m

Live Load

g44 = minimum of 1.33x1.4 and 1.0 = 1

g45 = 1

Imposed Loads



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Park

S15

$$Q_1(\text{UDL span 1}) = 0.25 \text{ kPa}$$

$$Q_1(\text{UDL span 1 based on area}) = \text{UDL} \times g_{44}(\text{span}) = (1.8/(2.7 \times 1.4 \times \cos(0))) + 0.12 \times 1 = 0.596 \text{ kPa}$$

$$Q_1(\text{UDL span 1 adopted}) = 0.596 \text{ kPa}$$

$$Q_1(\text{Imposed UDL span 1}) = \text{UDL span 1 adopted} \times \text{Purlin spacing} = 0.596 \times 1.4 = 0.835 \text{ kN/m}$$

$$Q_4(\text{Imposed point loadspan}) = \text{Point load span} \times g_{44}(\text{span}) = 1.1 \times 1 = 1.1 \text{ kN}$$

Short-Term and Long-Term Live Loads

$$Q_1(\text{Short-term UDL span}) = \text{Imposed UDL span} \times \psi_s = 0.835 \times 0.7 = 0.584 \text{ kN/m}$$

$$Q_4(\text{Short-term point loadspan}) = \text{Imposed point load span} \times \psi_s = 1.1 \times 1 = 1.1 \text{ kN}$$

$$Q_1(\text{Long-term UDL span}) = \text{Imposed UDL span} \times \psi_l = 0.835 \times 0 = 0 \text{ kN/m}$$

$$Q_4(\text{Long-term point loadspan}) = \text{Imposed point load span} \times \psi_l = 1.1 \times 0 = 0 \text{ kN}$$

Wind Load

$$C_{rig}(\text{midspan serviceability}) = 0.7$$

$$C_{rig}(\text{midspan strength down}) = 0.7$$

$$C_{rig}(\text{midspan strength up}) = 1.1$$

$$V_{des}(\text{serviceability}) = 26 \text{ m/s}$$

$$V_{des}(\text{ultimate}) = 34 \text{ m/s}$$

$$\text{Serviceability pressure} = (0.5 \times \rho_{air}) \times [V_{des, serviceability}]^2 \times C_{dyn} = (0.5 \times 1.2) \times 26^2 \times 1 \times 0.001 = 0.406 \text{ kPa}$$

$$\text{Ultimate pressure} = (0.5 \times \rho_{air}) \times [V_{des, ultimate}]^2 \times C_{dyn} = (0.5 \times 1.2) \times 34^2 \times 1 \times 0.001 = 0.694 \text{ kPa}$$

$$\text{Wind load width} = 1,400 \text{ mm}$$

$$w(\text{midspan serviceability}) = 0.406 \times 0.7 \times 1.4 = 0.397 \text{ kN/m}$$

$$w(\text{midspan strength down}) = 0.694 \times 0.7 \times 1.4 = 0.68 \text{ kN/m}$$

$$w(\text{midspan strength up}) = 0.694 \times 1.1 \times 1.4 = 1.068 \text{ kN/m}$$

CALCULATIONS

Deflections, bending moments, shear forces and support reactions are calculated by the principles of structural analysis and match the output of any standard structural analysis software.

Where deflections, bending moments and shear forces are within 3% of allowable values they are marked in red.

(1) Deflection - Long-Term Dead Load

(+ downward deflection, - upward deflection)

$$w_1(\text{long-term dead load}) = 0.173 \text{ kN/m}$$

$$\text{Deflection multiplier}(1 \text{ span}, 2,700 \text{ mm span}) = 1.171$$

$$\text{Deflection}(1,350 \text{ mm from support}) = 0.542 \text{ mm} \leq 12.38 \text{ (lesser } 20 \text{ mm \& span/240 } \pm 10\%)$$

(2) Deflection - Short-Term Point Live Load Span 1

(+ downward deflection, - upward deflection)

$$P_{1(\text{live load})}(1.35 \text{ m into span}) = 1.1 \text{ kN}$$

$$\text{Deflection multiplier}(1 \text{ span}, 2,700 \text{ mm span}) = 1.171$$

$$\text{Deflection}(1,350 \text{ mm from support}) = 2.048 \text{ mm} \leq 11.88 \text{ (lesser } 20 \text{ mm \& span/250 } \pm 10\%)$$

(3) Deflection - Wind Load Up

(+ downward deflection, - upward deflection)

$$w_1(\text{wind load up}) = -0.397 \text{ kN/m}$$

$$\text{Deflection multiplier}(1 \text{ span}, 2,700 \text{ mm span}) = 1.171$$



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Deflection(1,350 mm from support) = -1.249 mm \leq 19.8 (lesser 33 mm & span/150 \pm 10%)

(4) Deflection - Short-Term UDL Midspan

(+ downward deflection, - upward deflection)

w_1 (live load) = 0.584 kN/m

Deflection multiplier(1 span, 2,700 mm span) = 1.171

Deflection(1,350 mm from support) = 1.835 mm \leq 11.88 (lesser 20 mm & span/250 \pm 10%)

(5) Bending Strength - 1.35xDead Load Only

w_1 (dead load) = 1.35x0.173 = 0.233 kN/m

Span Strength

Moment(span) = 0.212 kNm

C15012(Single span, no bridging, inward load, 2700 mm span) = 5.12 kN/m

$\Phi Mb = 5.12 \times 2.7^2 / 8 = 4.666 \text{ kNm} \geq 0.212 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 0.314 kN

Maximum limit state reaction at y = 0.314 kN

(6) Bending Strength - 1.2xDead Load + 1.5xImposed Point Live Load Span

w_1 (dead load) = 1.2x0.173 = 0.207 kN/m

$P_{1(\text{live load})}$ (1.35 m into span) = 1.5x1.1 = 1.65 kN

Span Strength

Moment(span) = 1.302 kNm

C15012(Single span, no bridging, inward load, 2700 mm span) = 5.12 kN/m

$\Phi Mb = 5.12 \times 2.7^2 / 8 = 4.666 \text{ kNm} \geq 1.302 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.105 kN

Maximum limit state reaction at y = 1.105 kN

(7) Bending Strength - 1.2xDead Load + Wind Load Down

w_1 (dead load) = 1.2x0.173 = 0.207 kN/m

w_1 (wind load) = 1x0.68 = 0.68 kN/m

Span Strength

Moment(span) = 0.808 kNm

C15012(Single span, no bridging, inward load, 2700 mm span) = 5.12 kN/m

$\Phi Mb = 5.12 \times 2.7^2 / 8 = 4.666 \text{ kNm} \geq 0.808 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.197 kN

Maximum limit state reaction at y = 1.197 kN

(8) Bending Strength - 0.9xDead Load + Wind Load Up



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$$w_1(\text{dead load}) = 0.9 \times 0.173 = 0.155 \text{ kN/m}$$

$$w_1(\text{wind load up}) = 1 \times -1.068 = -1.068 \text{ kN/m}$$

Span Strength

$$\text{Moment}(\text{span}) = -0.832 \text{ kNm}$$

$$C15012(\text{Single span, no bridging, outward load, 2700 mm span}) = 4.45 \text{ kN/m}$$

$$\Phi M_b = 4.45 \times 2.7^2 / 8 = 4.055 \text{ kNm} \geq 0.832 \text{ kNm}$$

Reactions (+downward, -upward)

$$\text{Maximum limit state reaction at } x = -1.232 \text{ kN}$$

$$\text{Maximum limit state reaction at } y = -1.232 \text{ kN}$$

(9) Bending Strength - 1.2xDead Load + 1.5xImposed Live Load UDL

$$w_1(\text{dead load}) = 1.2 \times 0.173 = 0.207 \text{ kN/m}$$

$$w_1(\text{live load}) = 1.5 \times 0.835 = 1.252 \text{ kN/m}$$

Span Strength

$$\text{Moment}(\text{span}) = 1.33 \text{ kNm}$$

$$C15012(\text{Single span, no bridging, inward load, 2700 mm span}) = 5.12 \text{ kN/m}$$

$$\Phi M_b = 5.12 \times 2.7^2 / 8 = 4.666 \text{ kNm} \geq 1.33 \text{ kNm}$$

Reactions (+downward, -upward)

$$\text{Maximum limit state reaction at } x = 1.97 \text{ kN}$$

$$\text{Maximum limit state reaction at } y = 1.97 \text{ kN}$$

(10) Shear Strength - 1.35xDead Load Only

$$w_1(\text{dead load}) = 1.35 \times 0.173 = 0.233 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from } x) = 0.314 \text{ kN}$$

$$\text{Shear(at 0.001mm from } y) = -0.314 \text{ kN}$$

$$\text{Shear(maximum)} = 0.314 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$

$$V_v(\text{AS4600:2005 3.3.4(3)}) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 0.314 \text{ kN}$$

Reactions (+downward, -upward)

$$\text{Maximum limit state reaction at } x = 0.314 \text{ kN}$$

$$\text{Maximum limit state reaction at } y = 0.314 \text{ kN}$$

(11) Shear Strength - 1.2xDead Load + 1.5xImposed Shear Point Live Load 1.001 mm from X



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$$w_1(\text{dead load}) = 1.2 \times 0.173 = 0.207 \text{ kN/m}$$

$$P_{1(\text{live load})}(0.001 \text{ m into span}) = 1.5 \times 1.1 = 1.65 \text{ kN}$$

$$\text{Shear(at 0.001mm from x)} = 1.929 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -0.28 \text{ kN}$$

$$\text{Shear(maximum)} = 1.929 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$

$$V_v(\text{AS4600:2005 3.3.4(3)}) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 1.929 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.929 kN

Maximum limit state reaction at y = 0.28 kN

(12) Shear Strength - 1.2xDead Load + Wind Load Down

$$w_1(\text{dead load}) = 1.2 \times 0.173 = 0.207 \text{ kN/m}$$

$$w_1(\text{wind load}) = 1 \times 0.68 = 0.68 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = 1.197 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -1.197 \text{ kN}$$

$$\text{Shear(maximum)} = 1.197 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$

$$V_v(\text{AS4600:2005 3.3.4(3)}) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 1.197 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.197 kN

Maximum limit state reaction at y = 1.197 kN

(13) Shear Strength - 0.9xDead Load + Wind Load Up

$$w_1(\text{dead load}) = 0.9 \times 0.173 = 0.155 \text{ kN/m}$$

$$w_1(\text{wind load up}) = 1 \times -1.068 = -1.068 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = -1.232 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = 1.232 \text{ kN}$$

$$\text{Shear(maximum)} = 1.232 \text{ kN}$$



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S19

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$
$$d_1/t_w = 145.8/1.2 = 121.5$$
$$E k_v / f_y = (200,000 \times 5.34 / 500)^{0.5} = 46.22$$
$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$
$$V_v(AS4600:2005 \ 3.3.4(3)) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 1.232 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = -1.232 kN
Maximum limit state reaction at y = -1.232 kN

(14) Shear Strength - 1.2xDead Load + 1.5xImposed Live Load UDL

$$w_1(\text{dead load}) = 1.2 \times 0.173 = 0.207 \text{ kN/m}$$
$$w_1(\text{live load}) = 1.5 \times 0.835 = 1.252 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = 1.97 \text{ kN}$$
$$\text{Shear(at 0.001mm from y)} = -1.97 \text{ kN}$$

$$\text{Shear(maximum)} = 1.97 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$
$$d_1/t_w = 145.8/1.2 = 121.5$$
$$E k_v / f_y = (200,000 \times 5.34 / 500)^{0.5} = 46.22$$
$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$
$$V_v(AS4600:2005 \ 3.3.4(3)) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 1.97 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.97 kN
Maximum limit state reaction at y = 1.97 kN

Single Span C15012 Light steel C Sections

Provide bridging within the span as noted. Where 1 row of bridging is noted it is to be provided midspan.

Where two rows are noted they are to be provided at third points of the span.

Where there is also an overhang (cantilever) bridging is only to be provided in the backspan.

Under no circumstances should any loads (i.e fire services, suspended ceilings, air conditioner units or any other point type loads) be hung directly from the bottom lip of any purlin.

To the ends of all overhangs / cantilevers there is to be an orthogonal member provided to restrain the cantilever member from twisting.

All C and Z sections are to be designed and installed strictly in accordance with the manufacturer's requirements. SpanMan should not be used as a substitute for their recommendations.

If continuous purlins are used the addition of any opening that removes the continuity of the purlin is not allowable.

Stiffeners are to be provided at internal supports of continuous members.

Provide fixings to cleats at supports, or provide stiffeners to ensure load path is through the web.

Computations and certificates produced by SpanMan must be submitted to a building surveyor/certifier for approval of the member sizes prior to installation. Installation can only occur when a Building Permit has been granted.

Design Parameters

Country: Australia

Building type: House - domestic dwelling

Design working life: 50 years

Building Type Importance: 2 - Normal structures and structures not falling into other levels

Roof Use: Normal roof

Distributed live load: 0.25 kPa, Point live load: 1.1 kN

Wind region is N1

Span = 2,700 mm

Overhang = 0 mm

Spacing = 1400 mm

Purlin slope = 0 degrees

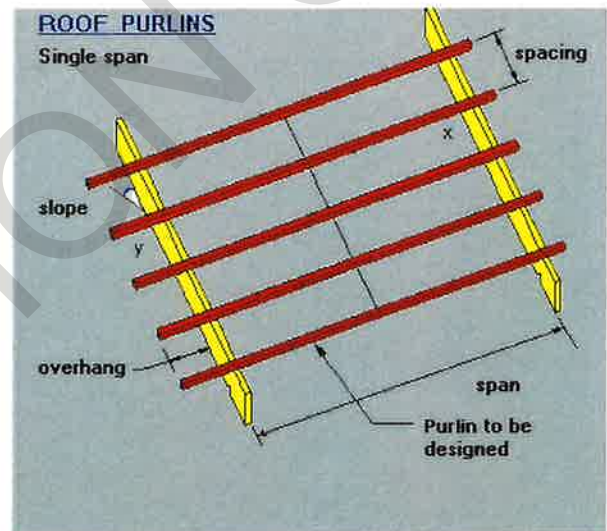
Roof(0.80 mm steel sheet) = 10 kg/m²

Purlin bracket weight = 0.5 kg/m²

Ceiling(No ceiling) = 0 kg/m²

Assume 5 purlins in Parallel

Roof slope = 5 degrees



The top of the Purlin is to be restrained by sheeting at 900 mm centres

Section Properties

Depth = 152 mm

Width = 64 mm

Thickness = 1.2 mm

Lip height = 14.5 mm

E = 200,000 MPa

A = 354 mm²

Ixx = 1.29e6 mm⁴

Dead Load

w(self weight) = 0.0284 kN/m

w(0.80 mm steel sheet) = (10 + 0 + 0.5) x 1.40 x 9.81 x 0.001 = 0.144 kN/m

w(total dead load) = 0.173 kN/m

Live Load

g44 = minimum of 1.33x1.4 and 1.0 = 1

g45 = 1

Imposed Loads



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S21

$$Q_1(\text{UDL span 1}) = 0.25 \text{ kPa}$$

$$Q_1(\text{UDL span 1 based on area}) = \text{UDL} \times g_{44}(\text{span}) = (1.8/(2.7 \times 1.4 \times \cos(0)) + 0.12) \times 1 = 0.596 \text{ kPa}$$

$$Q_1(\text{UDL span 1 adopted}) = 0.596 \text{ kPa}$$

$$Q_1(\text{Imposed UDL span 1}) = \text{UDL span 1 adopted} \times \text{Purlin spacing} = 0.596 \times 1.4 = 0.835 \text{ kN/m}$$

$$Q_4(\text{Imposed point loadspan}) = \text{Point load span} \times g_{44}(\text{span}) = 1.1 \times 1 = 1.1 \text{ kN}$$

Short-Term and Long-Term Live Loads

$$Q_1(\text{Short-term UDL span}) = \text{Imposed UDL span} \times \psi_s = 0.835 \times 0.7 = 0.584 \text{ kN/m}$$

$$Q_4(\text{Short-term point loadspan}) = \text{Imposed point load span} \times \psi_s = 1.1 \times 1 = 1.1 \text{ kN}$$

$$Q_1(\text{Long-term UDL span}) = \text{Imposed UDL span} \times \psi_l = 0.835 \times 0 = 0 \text{ kN/m}$$

$$Q_4(\text{Long-term point loadspan}) = \text{Imposed point load span} \times \psi_l = 1.1 \times 0 = 0 \text{ kN}$$

Wind Load

$$C_{rig}(\text{midspan serviceability}) = 0.7$$

$$C_{rig}(\text{midspan strength down}) = 0.7$$

$$C_{rig}(\text{midspan strength up}) = 2$$

$$V_{des}(\text{serviceability}) = 26 \text{ m/s}$$

$$V_{des}(\text{ultimate}) = 34 \text{ m/s}$$

$$\text{Serviceability pressure} = (0.5 \times \rho_{air}) \times [V_{des, serviceability}]^2 \times C_{dyn} = (0.5 \times 1.2) \times 26^2 \times 1 \times 0.001 = 0.406 \text{ kPa}$$

$$\text{Ultimate pressure} = (0.5 \times \rho_{air}) \times [V_{des, ultimate}]^2 \times C_{dyn} = (0.5 \times 1.2) \times 34^2 \times 1 \times 0.001 = 0.694 \text{ kPa}$$

$$\text{Wind load width} = 1,400 \text{ mm}$$

$$w(\text{midspan serviceability}) = 0.406 \times 0.7 \times 1.4 = 0.397 \text{ kN/m}$$

$$w(\text{midspan strength down}) = 0.694 \times 0.7 \times 1.4 = 0.68 \text{ kN/m}$$

$$w(\text{midspan strength up}) = 0.694 \times 2 \times 1.4 = 1.942 \text{ kN/m}$$

CALCULATIONS

Deflections, bending moments, shear forces and support reactions are calculated by the principles of structural analysis and match the output of any standard structural analysis software.

Where deflections, bending moments and shear forces are within 3% of allowable values they are marked in red.

(1) Deflection - Long-Term Dead Load

(+ downward deflection, - upward deflection)

$$w_1(\text{long-term dead load}) = 0.173 \text{ kN/m}$$

$$\text{Deflection multiplier}(1 \text{ span}, 2,700 \text{ mm span}) = 1.171$$

$$\text{Deflection}(1,350 \text{ mm from support}) = 0.542 \text{ mm} \leq 12.38 \text{ (lesser } 20 \text{ mm \& span}/240 \pm 10\%)$$

(2) Deflection - Short-Term Point Live Load Span 1

(+ downward deflection, - upward deflection)

$$P_{1(\text{live load})}(1.35 \text{ m into span}) = 1.1 \text{ kN}$$

$$\text{Deflection multiplier}(1 \text{ span}, 2,700 \text{ mm span}) = 1.171$$

$$\text{Deflection}(1,350 \text{ mm from support}) = 2.048 \text{ mm} \leq 11.88 \text{ (lesser } 20 \text{ mm \& span}/250 \pm 10\%)$$

(3) Deflection - Wind Load Up

(+ downward deflection, - upward deflection)

$$w_1(\text{wind load up}) = -0.397 \text{ kN/m}$$

$$\text{Deflection multiplier}(1 \text{ span}, 2,700 \text{ mm span}) = 1.171$$



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Bundoora, Victoria, 3083, Australia

Member: Purlin - B3
Project: Ientile
Project Number: 1891
Project Address: 71 Thompson Circuit, Mill
Park

S22

Deflection(1,350 mm from support) = -1.249 mm \leq 19.8 (lesser 33 mm & span/150 \pm 10%)

(4) Deflection - Short-Term UDL Midspan

(+ downward deflection, - upward deflection)

w_1 (live load) = 0.584 kN/m

Deflection multiplier(1 span, 2,700 mm span) = 1.171

Deflection(1,350 mm from support) = 1.835 mm \leq 11.88 (lesser 20 mm & span/250 \pm 10%)

(5) Bending Strength - 1.35xDead Load Only

w_1 (dead load) = 1.35x0.173 = 0.233 kN/m

Span Strength

Moment(span) = 0.212 kNm

C15012(Single span, no bridging, inward load, 2700 mm span) = 5.12 kN/m

$\Phi M_b = 5.12 \times 2.7^2 / 8 = 4.666 \text{ kNm} \geq 0.212 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 0.314 kN

Maximum limit state reaction at y = 0.314 kN

(6) Bending Strength - 1.2xDead Load + 1.5xImposed Point Live Load Span

w_1 (dead load) = 1.2x0.173 = 0.207 kN/m

$P_{1(\text{live load})}$ (1.35 m into span) = 1.5x1.1 = 1.65 kN

Span Strength

Moment(span) = 1.302 kNm

C15012(Single span, no bridging, inward load, 2700 mm span) = 5.12 kN/m

$\Phi M_b = 5.12 \times 2.7^2 / 8 = 4.666 \text{ kNm} \geq 1.302 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.105 kN

Maximum limit state reaction at y = 1.105 kN

(7) Bending Strength - 1.2xDead Load + Wind Load Down

w_1 (dead load) = 1.2x0.173 = 0.207 kN/m

w_1 (wind load) = 1x0.68 = 0.68 kN/m

Span Strength

Moment(span) = 0.808 kNm

C15012(Single span, no bridging, inward load, 2700 mm span) = 5.12 kN/m

$\Phi M_b = 5.12 \times 2.7^2 / 8 = 4.666 \text{ kNm} \geq 0.808 \text{ kNm}$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.197 kN

Maximum limit state reaction at y = 1.197 kN

(8) Bending Strength - 0.9xDead Load + Wind Load Up

$$w_1(\text{dead load}) = 0.9 \times 0.173 = 0.155 \text{ kN/m}$$
$$w_1(\text{wind load up}) = 1 \times -1.942 = -1.942 \text{ kN/m}$$

Span Strength

$$\text{Moment}(\text{span}) = -1.628 \text{ kNm}$$
$$C15012(\text{Single span, no bridging, outward load, 2700 mm span}) = 4.45 \text{ kN/m}$$

$$\Phi M_b = 4.45 \times 2.7^2 / 8 = 4.055 \text{ kNm} \geq 1.628 \text{ kNm}$$

Reactions (+downward, -upward)

$$\text{Maximum limit state reaction at } x = -2.412 \text{ kN}$$
$$\text{Maximum limit state reaction at } y = -2.412 \text{ kN}$$

(9) Bending Strength - 1.2xDead Load + 1.5xImposed Live Load UDL

$$w_1(\text{dead load}) = 1.2 \times 0.173 = 0.207 \text{ kN/m}$$
$$w_1(\text{live load}) = 1.5 \times 0.835 = 1.252 \text{ kN/m}$$

Span Strength

$$\text{Moment}(\text{span}) = 1.33 \text{ kNm}$$
$$C15012(\text{Single span, no bridging, inward load, 2700 mm span}) = 5.12 \text{ kN/m}$$

$$\Phi M_b = 5.12 \times 2.7^2 / 8 = 4.666 \text{ kNm} \geq 1.33 \text{ kNm}$$

Reactions (+downward, -upward)

$$\text{Maximum limit state reaction at } x = 1.97 \text{ kN}$$
$$\text{Maximum limit state reaction at } y = 1.97 \text{ kN}$$

(10) Shear Strength - 1.35xDead Load Only

$$w_1(\text{dead load}) = 1.35 \times 0.173 = 0.233 \text{ kN/m}$$

$$\text{Shear}(\text{at } 0.001 \text{ mm from } x) = 0.314 \text{ kN}$$
$$\text{Shear}(\text{at } 0.001 \text{ mm from } y) = -0.314 \text{ kN}$$

$$\text{Shear}(\text{maximum}) = 0.314 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$
$$d_1/t_w = 145.8/1.2 = 121.5$$
$$E k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$
$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$
$$V_v(\text{AS4600:2005 } 3.3.4(3)) = 0.905 E k_v t_w^3 / d_1 = 0.905 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 0.314 \text{ kN}$$

Reactions (+downward, -upward)

$$\text{Maximum limit state reaction at } x = 0.314 \text{ kN}$$
$$\text{Maximum limit state reaction at } y = 0.314 \text{ kN}$$

(11) Shear Strength - 1.2xDead Load + 1.5xImposed Shear Point Live Load 1.001 mm from X



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Member: Purlin - B3
 Project: Ientile
 Project Number: 1891
 Project Address: 71 Thompson Circuit, Mill
 Park

$$w_1(\text{dead load}) = 1.2 \times 0.173 = 0.207 \text{ kN/m}$$

$$P_{1(\text{live load})}(0.001 \text{ m into span}) = 1.5 \times 1.1 = 1.65 \text{ kN}$$

$$\text{Shear(at 0.001mm from x)} = 1.929 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -0.28 \text{ kN}$$

$$\text{Shear(maximum)} = 1.929 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$

$$V_v(\text{AS4600:2005 3.3.4(3)}) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 1.929 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.929 kN

Maximum limit state reaction at y = 0.28 kN

(12) Shear Strength - 1.2xDead Load + Wind Load Down

$$w_1(\text{dead load}) = 1.2 \times 0.173 = 0.207 \text{ kN/m}$$

$$w_1(\text{wind load}) = 1 \times 0.68 = 0.68 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = 1.197 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -1.197 \text{ kN}$$

$$\text{Shear(maximum)} = 1.197 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$

$$V_v(\text{AS4600:2005 3.3.4(3)}) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 1.197 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.197 kN

Maximum limit state reaction at y = 1.197 kN

(13) Shear Strength - 0.9xDead Load + Wind Load Up

$$w_1(\text{dead load}) = 0.9 \times 0.173 = 0.155 \text{ kN/m}$$

$$w_1(\text{wind load up}) = 1 \times -1.942 = -1.942 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = -2.412 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = 2.412 \text{ kN}$$

$$\text{Shear(maximum)} = 2.412 \text{ kN}$$



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$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

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$$V_v(AS4600:2005 3.3.4(3)) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$

$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 2.412 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = -2.412 kN
 Maximum limit state reaction at y = -2.412 kN

(14) Shear Strength - 1.2xDead Load + 1.5xImposed Live Load UDL

$$w_1(\text{dead load}) = 1.2 \times 0.173 = 0.207 \text{ kN/m}$$

$$w_1(\text{live load}) = 1.5 \times 0.835 = 1.252 \text{ kN/m}$$

$$\text{Shear(at 0.001mm from x)} = 1.97 \text{ kN}$$

$$\text{Shear(at 0.001mm from y)} = -1.97 \text{ kN}$$

$$\text{Shear(maximum)} = 1.97 \text{ kN}$$

$$d_1 = 152 - 2(1.57 \times 1.2 + 1.2) = 145.8$$

$$d_1/t_w = 145.8/1.2 = 121.5$$

$$E k_v / f_y = (200,000 \times 5.34/500)^{0.5} = 46.22$$

$$1.45 E k_v / f_y = 1.45 \times 46.22 = 67.01$$

$$d_1/t_w > 1.45 E k_v / f_y$$

$$V_v(AS4600:2005 3.3.4(3)) = 0.905 E k_v t_w^3 / d_1 = 0.9095 \times 200,000 \times 5.34 \times 1.2^3 / 145.8 \times 0.001 = 11.45 \text{ kN}$$



$$\Phi V_v = 0.9 \times 11.45 = 10.31 \text{ kN}$$

$$\Phi V_v = 10.31 \text{ kN} \geq 1.97 \text{ kN}$$

Reactions (+downward, -upward)

Maximum limit state reaction at x = 1.97 kN
 Maximum limit state reaction at y = 1.97 kN

MEMBER SCHEDULE

Mark		Size Required	Description
CJ1		140x35 MGP10 MGP	Ceiling Joist - Single Span, Ceiling Joists Span of 2900 mm at a spacing of 600 mm c/c. max. Installation Requirements: 1) Multiple members (i-joist or timber beam) shall be laminated together as per detail LB1, LB2 or LB3 (for timber beam) & detail F15A, F15B or F15C (for i-joist) 2) Joist shall be installed in accordance to AS1684 series or SmartJoist/SmartLVL design guides. 3) Roof loads shall not be strutted onto ceiling joists. Bearing lengths = 35 mm
RR1		190x35 MGP10 MGP	Rafter - WITHOUT Ceiling (Single Span), Roof Rafters Span of 2900 mm at a spacing of 600 mm c/c. max. Installation Requirements: 1) Multiple members (i-joist or timber beam) shall be laminated together as per detail LB1, LB2 or LB3 (for timber beam) & detail F15A, F15B or F15C (for i-joist) 2) Rafter shall be tied-down & installed in accordance to AS1684 or SmartJoist/SmartLVL design guides. 3) Birdsmouth cut to a max. 30% of the rafter depth (with the exception of Smartjoist, refer to SmartJoist design guide) Bearing lengths = 35 mm

INFORMATION ONLY

CJ1, Ceiling Joist - Single Span

Ceiling Joists

Member Length

2900 at a spacing of 600 mm c/c

Load Details

Ceiling Dead Load = 15 kg/m2

Wind Speed N1



Using a Structural Category of 1 (Affected Area = 3.5m2)
Try 140x35 MGP10

ADOPT : 140x35 MGP10 for Mark CJ1
Member is loaded to 91% of its capacity

Maximum Dead Load Deflection = 3 mm
Dead Load Limits : Span/400 or 12.0 mm.

Bearing lengths = 35 mm

NOTE :

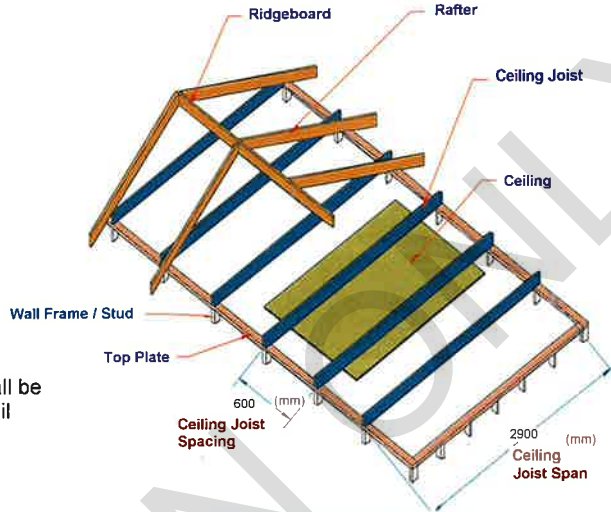
Installation Requirements: 1) Multiple members (i-joist or timber beam) shall be laminated together as per detail LB1, LB2 or LB3 (for timber beam) & detail F15A, F15B or F15C (for i-joist). 2) Joist shall be installed in accordance to AS1684 series or SmartJoist/SmartLVL design guides. 3) Roof loads shall not be strutted onto ceiling joists.

Single Span Ceiling Joist

*****Supporting ceiling load only*****

NOTE:

- 1) For roof attic, please use the "Ceiling joist - Roof attic" model.
- 2) This model is NOT suitable for the support of platforms used for storage in the ceiling space.
- 3) Roof loads shall not be strutted onto ceiling joists.



*****Supporting ceiling load only*****

RR1, Rafter - WITHOUT Ceiling (Single Span)

Roof Rafters

Member Length

Plan length of 2900 at a pitch of 10.00
at a spacing of 600 mm c/c

Load Details

Roof Dead Load = 75 kg/m2

Wind Speed N1



Using a Structural Category of 2 (Affected Area = 3.5m2)
Try 190x35 MGP10

ADOPT : 190x35 MGP10 for Mark RR1
Member is loaded to 93% of its capacity

Maximum Dead Load Deflection = 5 mm
Maximum Live Load Deflection = 3 mm
Dead Load Limits : Span/300 or 20.0 mm.
Live Load Limits : Span/250 or 20.0 mm.

Bearing lengths = 35 mm

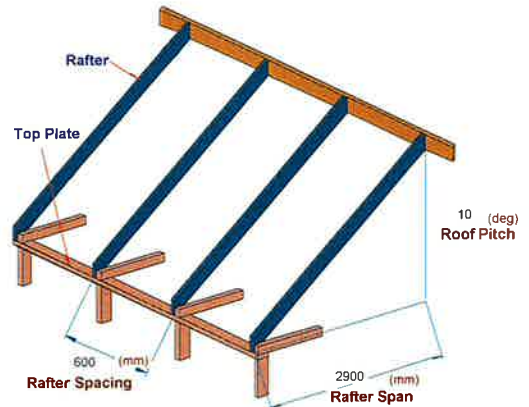
NOTE :

Installation Requirements: 1) Multiple members (i-joist or timber beam) shall be laminated together as per detail LB1, LB2 or LB3 (for timber beam) & detail F15A, F15B or F15C (for i-joist). 2) Rafter shall be tied-down & installed in accordance to AS1684 or SmartJoist/SmartLVL design guides. 3) Birdsmouth cut to a max. 30% of the rafter depth (with the exception of Smartjoist, refer to SmartJoist design guide)

Single Span Roof Rafter WITHOUT Ceiling Attached

NOTE:

- 1) Rafter span inputs are plan dimensions.
- 2) Roof Pitch Shall not exceed 35 deg.



REACTION SUMMARY FACTORED

MARK	SPAN	SIZE	LC	REACTION (KN)	
				1	2
CJ1	2900	140x35 MGP10	DL	0.23	0.23
			DL+RLL	1.25	1.25
			DL+WindDn	0.50	0.50
			DL+WindUp	-0.06	-0.06
RR1	2900	190x35 MGP10	DL	0.94	0.94
			DL+RLL	1.16	1.16
			DL+WindUp	0.03	0.03
			DL+WindDn	1.21	1.21
			DL+PLL1	1.64	1.64



DEEMED-TO-SATISFY COMPLIANCE REPORT
NCC 2019: Part 3.12
Energy efficiency

APPROVED BUILDING PERMIT
PERMIT NO: 9024216028574
Permit Date: 07/04/2025
West Side Building Surveying (Australia) Pty Ltd
James Reardon Reg No BS-U 17998

REPORT NO. PHR-25-562 **REV** C1
DATE 26 February 2025
AUTHOR Beau Brown
Accredited TPA (DMN/19/1910)
FOR New Storeroom & Laundry
AT 71 Thompson Circuit
Mill Park VIC 3082
NCC CLASS 1a
NCC CLIMATE 6

REFERENCED DRAWINGS TMC & Associates: job no. 1891, rev. B, dated Jun 2024



NCC 2019: PART 3.12 Compliance summary table

REF.	NCC CLAUSE	REQUIREMENTS SUMMARY	COMPLIANCE
PART 3.12 ENERGY EFFICIENCY			
3.12	Application of Part 3.12	<p>This Part applies to new building work only, subject to the following:</p> <ul style="list-style-type: none"> Partial compliance may be permitted for new works subject to RBS approval – extension is less than 25% of the floor area of the existing building. Compliance is not required for the existing building – alterations to the existing building are less than 50% of the original volume. <p><i>Refer to Additional Information.</i></p>	
3.12.1 BUILDING FABRIC			
3.12.1.1	Building fabric thermal insulation	Insulation must comply with Part 3.12.1.1 and AS/NZS 4859.1.	
3.12.1.2	Roofs	<p>A roof must achieve a minimum Total R-Value of 5.1 (upwards).</p> <ul style="list-style-type: none"> New roof: Single-sided reflective foil New ceilings: R4.5 batts <p><i>Refer to Total R-Value Calculator at Appendix A.</i></p>	Pass
3.12.1.3	Roof lights		n/a
3.12.1.4	External walls	<p>Each part of an external wall must achieve a minimum Total R-Value of 2.8.</p> <ul style="list-style-type: none"> New external walls: R2.5 batts <p><i>Refer to Total R-Value Calculator at Appendix A.</i></p>	RBS may consent to partial compliance
3.12.1.5	Floors		n/a
3.12.1.6	Attached Class 10a buildings		n/a
3.12.2 EXTERNAL GLAZING			
3.12.2.1	External glazing	<p>External glazing must achieve compliant outcomes for conductance and solar heat gain.</p> <ul style="list-style-type: none"> New windows: U-Value 4.35 (max), SHGC 0.71 (±10%) <p><i>Refer to Glazing Calculator at Appendix B.</i></p>	RBS may consent to partial compliance
3.12.2.2	Shading	<i>Refer to Glazing Calculator at Appendix B.</i>	Pass
3.12.3 BUILDING SEALING			
3.12.3.1	Chimneys and flues		n/a
3.12.3.2	Roof lights		n/a
3.12.3.3	External windows and doors	<p>External windows and doors must be sealed.</p> <ul style="list-style-type: none"> New external glazed openings: Comply with AS 2047 	Pass
3.12.3.4	Exhaust fans		n/a
3.12.3.5	Construction of ceilings walls and floors	<p>Ceilings, walls, floors, and openings must be constructed to minimise air leakage.</p> <ul style="list-style-type: none"> New construction: Sealed with close-fitting architraves, skirting and cornices 	Pass

APPROVED BUILDING PERMIT
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 West Side Building (Australia) Pty Ltd
 Jones Reardon (No BS-U-17998)

NCC 2019: PART 3.12
Compliance summary table

REF.	NCC CLAUSE	REQUIREMENTS SUMMARY	COMPLIANCE
3.12.3.6	Evaporative coolers		n/a
3.12.4 AIR MOVEMENT			
3.12.4.1	Air movement		n/a
3.12.4.2	Ventilation openings		n/a
3.12.4.3	Ceiling fans and evaporative coolers		n/a
3.12.5 SERVICES			
3.12.5.1	Insulation of services	Services insulation must comply with Part 3.12.5.1 and AS/NZS 4859.1.	
3.12.5.2	Central heating water piping		n/a
3.12.5.3	Heating and cooling ductwork		n/a
3.12.5.4	Electric resistance space heating		n/a
3.12.5.5	Artificial lighting	<ul style="list-style-type: none"> • New Class 1 internal areas: Not more than 5 W/m² • New external areas: Not more than 4 W/m² 	Pass
3.12.5.6	Water heating in a heated water supply system		n/a
3.12.5.7	Swimming pool heating and pumping		n/a
3.12.5.8	Spa pool heating and pumping		n/a

APPROVED BUILDING PERMIT
 PERMIT NO: 9024216028574
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 West Side Building Surveying (Australia) Pty Ltd
 James Reardon Reg No BS-U 17998

INFORMATION

ADDITIONAL INFORMATION

i Applying residential sustainability measures to alterations and relocation of dwellings

Reg 233 of the Building Regulations 2018 states that

- building work to alter an existing building must comply with the Regulations, and
- if the proposed alterations to an existing building, together with any other alterations completed or permitted within the previous 3 years, relate to more than half the original volume of the building, the entire building must be brought into conformity with the Regulations, and
- the relevant building surveyor (RBS) may consent to partial compliance of building work on an existing building, and
- if any part of the alteration is an extension to an existing building, the relevant building surveyor may only consent to partial compliance in respect of the extension if the floor area of the extension is not greater than 25% of the floor area of the existing building and 1000 m².

When deciding whether to permit partial compliance, the RBS should consider how reasonable full compliance would be in that instance, along with the likely cost and benefit.

The RBS should apply professional judgement to the specific matters being assessed. In some instances, the RBS will need to seek the advice of other suitably qualified practitioners or industry experts in determining the acceptability or otherwise of a specific building element of construction or use.

The energy efficiency provisions have been developed on a basis of saving energy and long-term cost effectiveness for the building owner. On the same basis, when determining whether a dispensation from the energy efficiency provisions should be granted, it may be reasonable to ask, "Is it cost effective?"

For further guidance, refer to VBA Practice Note EE-04.

APPROVED BUILDING PERMIT
PERMIT NO: 9024216028574
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MesSide Building Surveying (Australia) Pty Ltd
James Reddon Reg No BS-U 17998

INFORMATION

NCC 2019: PART 3.12.1
Total R-Value calculator

System name/description

New roof and ceilings

Type

Roof/ceiling

Ventilation

Unventilated

Total system

Thickness
235 mm

Temperature (°C)

Outside
 Inside

Winter Summer

36
 14

Number of rows for table below

7

Element description, dimensions and thermal properties						Thermal bridging properties					Calculated outdoor					
ID	Element description (select)	Dimensions		Conductance	Emittance		Material (select)	Dimensions			Thermal properties			Total R-Value		
		Thick-ness (mm)	Pitch (deg)	Material K-Value (W/m.K)	Out (E)	In (E)		Material K-Value (W/m.K)	Material R-Value (m².K/W)	Effective emittance (E)	Winter (m².K/W)	Summer (m².K/W)				
1	Air film, outside															
2	Steel	0.4		47.5								0.00		0.00	0.00	
3	Single-sided reflective foil												0.05		0.05	
4	Attic space, unventilated				0.05	0.90										
5	Glass wool (0.050)	225		0.05								4.50		4.50	4.49	
6	Gypsum plasterboard	10		0.17								0.06		0.06	0.06	
7	Air film, inside		0		0.90								0.90		0.16	
Total System R-Value													5.4	5.8		

Notes

Total R-Value calculation in accordance with AS/NZS 4859.2.

APPROVED BUILDING PERMIT
 PERMIT NO. 902415028574
 Permit Date 07/04/2025
 West Side Building Surveying (Australia) Pty Ltd
 James Reardon Pty Ltd
 08 83521998

NCC 2019: PART 3.12.1
Total R-Value calculator

System name/description

New external walls

Type

Wall

Ventilation

Unventilated

Thickness

Total system **248 mm**

Temperature (°C)

Outside

Inside

Winter Summer

Number of rows for table below

7

Element description, dimensions and thermal properties					Thermal bridging properties					Calculated outputs				
ID	Element description (select)	Dimensions		Material K-Value (W/m.K)	Emittance		Material (select)	Dimensions			Material K-Value (W/m.K)	Material R-Value (m².K/W)	Effective emittance (E)	Total R-Value (m².K/W)
		Thick-ness (mm)	Pitch (deg)		Out (E)	In (E)		Web size (mm)	Width (mm)	Spacing (mm)				
1	Air film, outside													
2	Clay bricks - 3.0 kg	110		0.6								0.18		
3	Airspace, unventilated	40	90		0.90	0.90							0.82	
4	Vapour permeable sarking													
5	Glass wool (0.035)	88		0.035								2.51		
6	Gypsum plasterboard	10		0.17								0.06		
7	Air film, inside		90		0.90								0.90	
Total System R-Value													3.0	

Notes

Total R-Value calculation in accordance with AS/NZS 4859.2.

APPROVED BUILDING PERMIT
 PERMIT NO: 914246628574
 Issue Date: 07/04/2025
 West Side Building Surveying (Australia) Pty Ltd
 James Redfern NSW 1585

NCC 2019: PART 3.12.2
Glazing calculator

Building name/description: **71 Thompson Circuit, Mill Park** Climate zone: **6**

Storey: **Ground floor** Floor construction: **Direct contact** Area: **11m²**

Air movement: **Standard** Suspended: **No wall insulation concession used**

Area of storey: **11m²**

Area of glazing: **2.4m²** (22% of area of storey)

Number of rows for table below: **2** (as currently displayed)

Constants	C_u	6.418	C_{SHGC}	0.153
	C_u (only)	6.4		

Glazing elements, orientation sector, size and performance characteristics							Shading		Calculation data		Calculated outcomes				
ID	Description (optional)	Orientation	Size			Performance		P&H or device		Exposure	Size	Conductance - PASSED		Solar heat gain - PASSED	
			Facing sector	Height (m)	Width (m)	Area (m ²)	Total System U-Value (AFRC)	Total System SHGC (AFRC)	P (m)			H (m)	U x area / winter access	Element share of % of allowance used	SHGC x Es x area
1	W1	NE	1.00	1.20		4.35	0.73			1.08	1.20	3.19	50% of 100%	0.9	55% of 100%
2	W1	SE	1.00	1.20		4.35	0.73			0.87	1.20	3.19	50% of 100%	0.8	45% of 100%

IMPORTANT NOTICE AND DISCLAIMER IN RESPECT OF THE GLAZING CALCULATOR

By accessing or using this calculator, you agree to the following: While care has been taken in the preparation of this calculator, it may not be complete or up-to-date. You can ensure that you are using a complete and up-to-date version by checking the Australian Building Codes Board website (www.abcb.gov.au). The Australian Building Codes Board, the Commonwealth of Australia and States and Territories of Australia do not accept any liability, including liability for negligence, for any loss (howsoever caused), damage, injury, expense or cost incurred by any person as a result of accessing, using or relying upon this publication, to the maximum extent permitted by law. No representation or warranty is made or given as to the currency, accuracy, reliability, merchantability, fitness for any purpose or completeness of this publication or any information which may appear on any linked websites, or in other linked information sources, and all such representations and warranties are excluded to the extent permitted by law. This calculator is not legal or professional advice. Persons rely upon this calculator entirely at their own risk and must take responsibility for assessing the relevance and accuracy of the information in relation to their particular circumstances.

If inputs (including air movement levels) are valid



APPROVED BUILDING PERMIT
 PERMIT NO: 9
 Permit Date:
 West Side Building Survey
 James Reardon

INJECTION DAMP-PROOF COURSE GUARANTEE:

PROJECT: 71 Thompson Circuit Mill Park
CLIENT: Mrs M Ientile
COMPLETION DATE: 12th June 2025

F. G. James Pty Ltd., warrants that it will replace free of charge any injected damp proof course it has installed at the above address which proves to be defective due to faulty workmanship or materials within a period of twenty years from the above mentioned date provided the following conditions have been met:

1. The works and written recommendations submitted by F. G. James P/L have been carried out as per the standards in the BS 6576 Code of Practice for injectable DPC membranes. Product being DAMP COURSE FLUID; Silane/siloxane solution. British Board of Agreement certificate Number 86/1723 and Australian Standards.
2. The treatment has not been interfered with, or damaged. In the event that failure has followed such interference or damage, F. G. James P/L reserves the right to charge the client at the then current rates for their services in relation to inspection and repair work.
3. Full payment has been made within 28 days of completion of the work. The certificate of Guarantee will only be issued on receipt of full and final payment.

This guarantee specifically excludes:

- A. Any damage to decorations, drapes, paint coatings, wallpapers or other items due to failure of the Damp Proof Course.
- B. Any consequential losses due to failure of the DPC.
- C. Any advice given in relation to the DPC works.
- D. Failure attributable to the following:
 - (a) Chemical contamination of the wall by existing salts or from previous treatment systems
 - (b) Structural settlement
 - (c) Roof leaks or water permeation from above or adjoining areas.
 - (d) Ventilation reactivating hygroscopic salts
 - (e) Any hidden building element bridging the DPC
 - (f) Poor maintenance of the building
 - (g) Any other factor beyond the control of the company
- E. Any dampness present for any cause other than rising damp.
- F. Any other works e.g. plaster or skirting boards, carried out in conjunction with the DPC works unless covered by a separate warranty.

Greg Lewis

F. G. James Pty Ltd.

Certificate of Electrical Safety

Non-Prescribed Electrical Installation Work

Electricity Safety Act 1998, Electricity Safety (General) Regulations 2019

energysafe
VICTORIA

N5 0286 0252 4

CERTIFICATE OF COMPLIANCE

Responsible Person

REC registration no. REC-34721 Telephone no. 03 9484 5591

Name O'BRIEN ELECTRICAL THOMASTOWN

Address 34 TEMPLE DR THOMASTOWN VIC 3074

Licensed Electrical Worker

Licence no. A67891

Name Ryan Murray

Details of Electrical Installation

Address 71 THOMPSON CCT MILL PARK VIC 3082

NMI -- Lot number (where applicable only) --

Description of Non-Prescribed Work

Remove 2x batten lights and 1x switch in carport
Install 1 gang switch in place of 2 gang at back door
Install 1x double GPO in new laundry
Remove 1x double GPO in existing laundry
Install 1x 16A RCBO in switchboard to protect modified power circuit

I, Ryan Murray, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (General) Regulations.

Date of Completion
15 March 2024

Date of Certification
21 March 2024

Please note: The electrical installation work described on this certificate may be subject to audit by representatives of Energy Safe Victoria. Please visit www.esv.vic.gov.au for further information.

Certifier's Name	Blake Warren	Licence No.	110986	Compliance Cert No.	Compliance Cert PIN
				17320773	8112

INSTALLATION ADDRESS			
Site Address	71 THOMPSON CCT		
Town/Suburb	MILL PARK	Post Code	3082

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	20/03/2024	'As Laid' plans lodged	
Value of plumbing work	\$1,000 - \$4,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	X
6 Star Sustainability	X		

INSTALLATION INFORMATION
Gasfitting Sanitary Water supply

INSTALLATION DETAILS
<p>Connect water and waste supply to new laundry location. Includes rough in and fit off of client supplied tapware/fixtures.</p> <p>Disconnect and cap water and waste supply to existing laundry.</p> <p>Disconnect feed to garage from sub floor.</p> <p>Disconnect gas from garage, test entire gas supply line (passed).</p>

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	20/03/2024

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

Certifier's Name	Lance McDougall	Licence No.	105584	Compliance Cert No.	Compliance Cert PIN
				18133663	0099

INSTALLATION ADDRESS			
Site Address	71 THOMPSON CCT		
Town/Suburb	MILL PARK	Post Code	3082

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	23/06/2025	'As Laid' plans lodged	
Value of plumbing work	\$1,000 - \$4,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	X
6 Star Sustainability	X		

INSTALLATION INFORMATION
Roofing (stormwater)

INSTALLATION DETAILS
I am responsible for the small 13m2 manner red corrugated roof replacement with side flashings associated.
I am also responsible for the 1 colorbond downpipe only servicing the back patio roof that runs down the side of the carport

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	24/06/2025

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

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Glen Doorey Plumbing Consultancy

Plumbing Statement of Justification
71 Thompson Circuit Mill Park VIC 3082



Plumbing Statement of Justification

To: Tom Casamento

5 May 2025

Company: TMC Engineers

Subject: Request to Retain Existing Lear Gutter – 71 Thompson Cct Mill Park 3082

Dear Tom

Re: Localised Roof Replacement – Exemption Request for Existing Legacy Lear Gutter

I write in my role as former Senior Technical Advisor with the Victorian Building Authority, and now as an expert Plumbing Consultant with over 35 years' experience, in relation to roof rectification works proposed at 71 Thompson Cct Mill Park, where a minor section of tiled roof is to be replaced with a compliant Colorbond metal roofing system. This work is confined to a defined area and does not interact structurally or hydraulically with the remaining sections of the original roof.

During pre-works assessment, it was noted that an existing lear gutter system remains in service on a lower roof level which is not within the scope of proposed works. This drainage element, whilst not compliant with current prescriptive standards (e.g. AS/NZS 3500.3:2021 Clause 3.7.6), has been functioning continuously without failure for over 20 years.

Our request is to formally retain the existing gutter in situ without requiring modification or replacement. This request is supported by the following technical and legal grounds:

1. Statutory Time Limitation – Section 134A, Building Act 1993 (Vic)

Section 134A expressly limits any action (including a counterclaim) for damages or defects in plumbing work to a maximum of 10 years from the date of issue of a compliance certificate. In this case, there is no known compliance certificate issued for the installation of this particular drainage component within that statutory timeframe.

Accordingly, any attempt to enforce compliance upgrades on this element falls outside the legislated period for enforcement under plumbing law, unless failure, health risk, or dangerous condition can be clearly established.

2. Common Law – Doctrine of Laches and Reasonable Reliance

At common law, the doctrine of laches holds that parties who delay in asserting a right — particularly where the subject matter has performed effectively over time — may be barred from retrospective enforcement. In this case, the drainage system has operated without fault or complaint for more than two decades. Requiring upgrade on a legacy element that has never failed would be inconsistent with principles of natural justice and equitable conduct.

Furthermore, the long-standing satisfactory performance of this system gives rise to a reasonable expectation that it may remain in service in its current form, absent any failure or regulatory trigger connected to the new works.

3. No Hydraulic Impact and Functional Separation

There is no increase to the contributing catchment area nor any alteration to the gutter's connection points. The works do not affect the geometry, loading, or compliance of the existing legacy element, which is hydraulically and physically isolated from the scope of construction.

4. No Retrospective Operation of Standards Unless Explicitly Mandated

It is a well-established principle of statutory interpretation (see *Maxwell v Murphy* [1957] HCA 7) that legislation, including prescriptive technical standards, does not operate retrospectively unless the wording of the statute clearly indicates that intention. AS/NZS 3500.3:2021 and other related provisions are forward-facing standards. No section of the Plumbing Regulations 2018 or NCC Vol 3 mandates retrospective application to long-standing installations unless they are subject to failure or health and safety risk.

5. Discretionary Power – Section 37(1)(h), Building Act 1993 (Vic)

Section 37(1)(h) enables a Relevant Building Surveyor to exercise discretion where the existing conditions, in their professional judgement, do not pose an unreasonable risk to the occupants or the structure. Given that the lear gutter in question has performed without defect, the exercise of this discretion is both reasonable and consistent with the intent of the Act.

Plumbing Statement of Justification

Conclusion and Recommendation

Given the clear performance history, statutory protection under Section 134A, legal principles of estoppel by conduct and laches, and the separation of the existing gutter from the scope of new works, we respectfully request the Building Surveyor's acknowledgement that:

The existing lead gutter is to remain in service;

No upgrade or replacement is warranted as part of the current permit or works; and

Any formal exemption required under Building Regulations 2018, Schedule 4, Item 5, can be supported by the undersigned if necessary.

We are available to provide photographic records, declarations, or supporting documents upon request and welcome further engagement should any clarification be required.

Yours faithfully,

Glen Doorey



Senior Technical Advisor
Glen Doorey Plumbing Consultancy
Email: glen.doorey@gmail.com
Phone: 0403 380 026

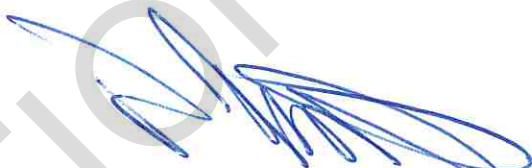
STATUTORY DECLARATION

I, John lentile as Administrator per VCAT order G95520/00 dated 20/04/2022 for Maria lentile of _____ in the State of Victoria, make the following statutory declaration under the **Oaths and Affirmations Act 2018**:

1. I am the Administrator per VCAT order G95520/00 dated 20/04/2022 for Maria lentile.
2. I assisted in the process of obtaining retrospective permits to bring the illegal verandah and laundry extension to the dwelling in compliance and complete the proposed works.
3. I confirm that to the best of my knowledge the verandah and laundry extension works connected to Building Permit No. BS-U 17998/9024216028574 were originally completed approximately 15-20 years ago.

I declare that the contents of this statutory declaration are true and correct and I make it knowing that making a statutory declaration that I know to be untrue is an offence.

DECLARED at Lalor)
in the State of Victoria, this 9 day)
of September 2025)



signature of person making this statutory declaration in the presence of the authorised statutory declaration witness John lentile as Administrator per VCAT order G95520/00 dated 20/04/2022 for Maria lentile

I am an authorised statutory declaration witness and I sign this document in the presence of the person making the declaration:



.....
[signature of authorised statutory declaration witness]

on the 9 day of September 2025

.....
[full name and personal or professional address of authorised statutory declaration witness in legible writing, typing or stamp]

VICTORIA MASTROGIANNAKOS

An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)
312 Station Street, Lalor Vic 3075

.....
[qualification as an authorised statutory declaration witness]
A person authorised under section 19(1) of the Oaths and Affirmations Act 2018 to take an affidavit

A person authorised under section 30(2) of the **Oaths and Affirmations Act 2018** to witness the signing of a statutory declaration.