

# Vendor Statement – Sec 32


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	82 KILVINGTON DRIVE, EMERALD VIC 3782
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Vendor's name	Anthony Richard Mackay	Date
		24 / 03 / 2025
Vendor's signature		
	 Anthony Richard Mackay (Mar 24, 2025 10:10 GMT+11)	

Purchaser's name	Date
	/ / 2025
Purchaser's signature	
Purchaser's name	Date
	/ / 2025
Purchaser's signature	

## 1. FINANCIAL MATTERS

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

1. Cardinia Shire – SEE ATTACHED CERTIFICATE.
2. Yarra Valley Water – SEE ATTACHED CERTIFICATE.
3. **WATER USAGE & SEWER DISPOSAL CHARGES ARE LEVIED BY THE WATER AUTHORITY ON A “USER PAYS” BASIS.**
4. There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than
  - **THE PURCHASER may become liable for LAND TAX and CIPT Tax and Windfall Capital Gains Tax depending on Victorian Land Holdings and the use of the property.**

### 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 - **NOT APPLICABLE**

### 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	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(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 or property clearance certificate or is as follows	Date: OR <input checked="" 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.

**Purchasers please note that the property was partially destroyed by fire and there has been demolition works done and the insurance company has taken care of the cost for the demolition.**

### 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.

Not Applicable

### 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):

**AS SET OUT IN THE ATTACHED CERTIFICATES.**

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

**NONE TO THE KNOWLEDGE OF THE VENDOR; HOWEVER, UTILITY INFRASTRUCTURE MAY BE LAID OUTSIDE ANY REGISTERED EASEMENTS, ABOVE, APART, UNDER OR ATTACHED TO THE LAND.**

#### 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 within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☒

#### 3.4 Planning Scheme – CARDINIA SHIRE PLANNING SCHEME - SEE ATTACHED CERTIFICATE.

### 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:

**THE VENDOR IS UNAWARE OF ANY; HOWEVER, UNLESS ANY HAVE BEEN COMMUNICATED TO HIM, THE VENDOR CANNOT HAVE KNOWLEDGE OF ANY SUCH MATTER.**

#### 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:

NIL

#### 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:

NIL

### 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):

Not Applicable

### 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”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

## 8. SERVICES – Purchaser must note that the services need to be reconnected as they were disconnected due to the demolition works after the fire.

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

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the *Planning and Environment Act* 1987 authorising the staged subdivision are:

NIL

### 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 1000m<sup>2</sup>; (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.)*

Is attached

### **13. ATTACHMENTS**

- 1. Title Search**
  - 2. Copy of Plan**
  - 3. Vicroads Certificate**
  - 4. Planning Certificate**
  - 5. Land Information Certificate**
  - 6. Yarra Valley Water Information Certificate**
  - 7. State Revenue Office Land Tax Certificate**
-

# 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](http://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.

(04/10/2016)

## **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.

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

Page 1 of 1

VOLUME 07045 FOLIO 969

Security no : 124122926769A  
Produced 18/03/2025 02:30 PM

### LAND DESCRIPTION

Lot 1 on Title Plan 536597H.  
PARENT TITLE Volume 06507 Folio 207  
Created by instrument 2103447 30/09/1947

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ANTHONY RICHARD MACKAY of 5 MANNA GUM ROAD FERNTREE GULLY VIC 3156  
Administrator(s) of LYNDEL FRANCES MACKAY deceased  
AY906903A 25/02/2025

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL876949Y 12/05/2015  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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 set out under DIAGRAM LOCATION below.

### DIAGRAM LOCATION

SEE TP536597H FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER	NOMINATION OF ECT TO LC	STATUS	DATE
AY896520R (E)	NOMINATION OF ECT TO LC	Completed	20/02/2025
AY906903A (E)	TRANSMISSION APPLICATION	Registered	25/02/2025

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

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

Street Address: 82 KILVINGTON DRIVE EMERALD VIC 3782

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 25/02/2025

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP536597H</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>18/03/2025 14:30</b>

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The document is invalid if this cover sheet is removed or altered.

<b>TITLE PLAN</b>		<b>EDITION 1</b>	<b>TP 536597H</b>			
<b>Location of Land</b>  Parish: GEMBROOK Township: Section: Crown Allotment: 141E (PT) Crown Portion:  Last Plan Reference: LP 7696 Derived From: VOL 7045 FOL 969 Depth Limitation: 50 FEET		<b>Notations</b>         ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN				
<b>Description of Land / Easement Information</b>  <div style="background-color: yellow; padding: 5px;"> <b>ENCUMBRANCES REFERRED TO.</b>           As to the land coloured blue ---  <u>THE EASEMENTS</u> (if any) existing over the same          by virtue of Section 212 of the Transfer of -          Land Act 1928 - - - - -       </div>		<div style="border: 1px solid black; padding: 5px;">         THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT          COMPILED: 16-06-2000          VERIFIED: A.D.       </div>				
		<b>COLOUR CODE</b> BL = BLUE				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>TABLE OF PARCEL IDENTIFIERS</b></td> </tr> <tr> <td style="font-size: small;">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td style="font-size: small;">PARCEL 1 = LOT 15 (PT) ON LP 7696</td> </tr> </table>				<b>TABLE OF PARCEL IDENTIFIERS</b>	WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	PARCEL 1 = LOT 15 (PT) ON LP 7696
<b>TABLE OF PARCEL IDENTIFIERS</b>						
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962						
PARCEL 1 = LOT 15 (PT) ON LP 7696						
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets				

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1121081

## APPLICANT'S NAME & ADDRESS

NTHIA MAHLOKO-BOARDMAN C/- LANDATA  
MELBOURNE

## VENDOR

MACKAY, ANTHONY

## PURCHASER

MAHLOKO-BOARDMANS LAWYERS

## REFERENCE

Tony Mackay Sec 32 Searches

This certificate is issued for:

LOT 1 PLAN TP536597 ALSO KNOWN AS 82 KILVINGTON DRIVE EMERALD  
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 2
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- and a BUSHFIRE MANAGEMENT OVERLAY
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
<http://vhd.heritage.vic.gov.au/>

18 March 2025

**Sonya Kilkenny**  
Minister for Planning

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.

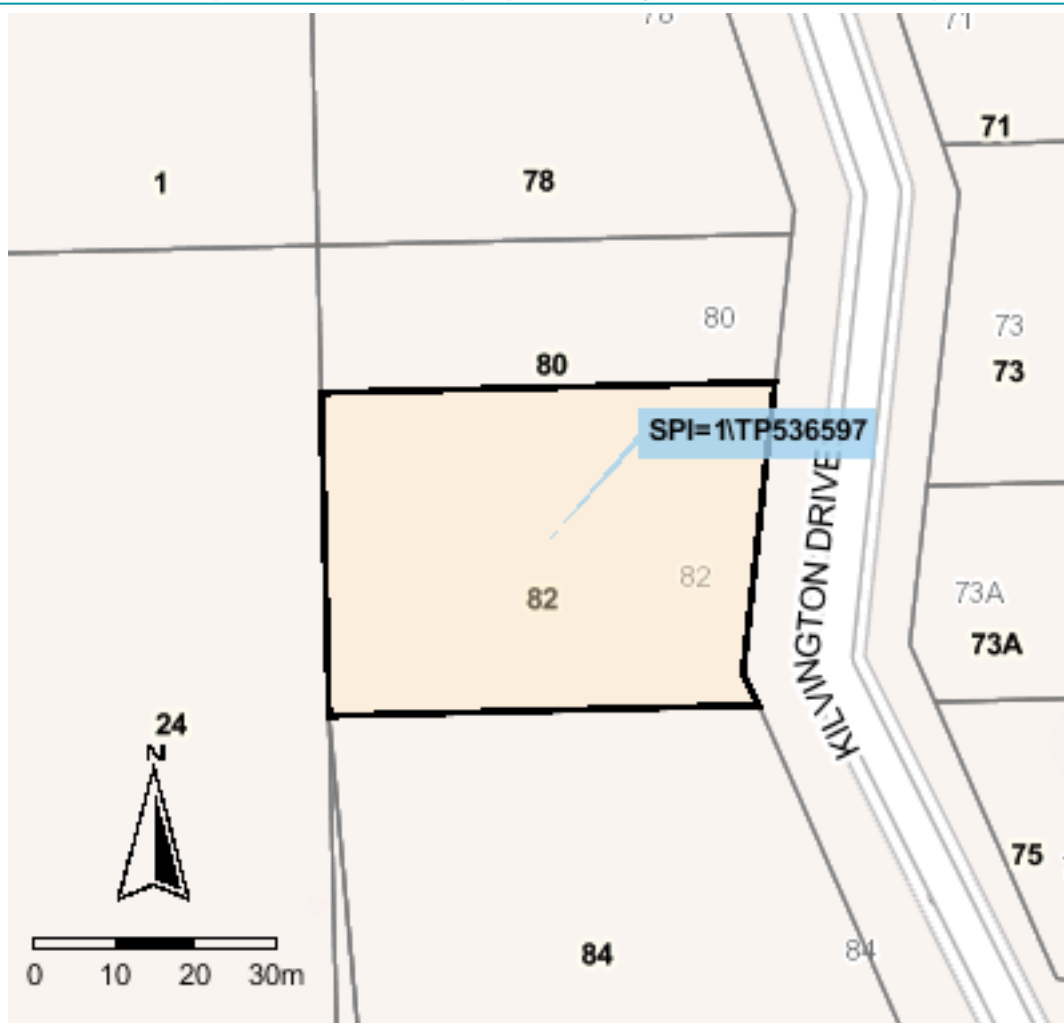
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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](mailto: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.



18th March 2025

Nthia Mahloko-boardman C/- LANDATA  
LANDATA

Dear Nthia Mahloko-boardman C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	82 KILVINGTON DRIVE EMERALD 3782
<b>Applicant</b>	Nthia Mahloko-boardman C/- LANDATA LANDATA
<b>Information Statement</b>	30926473
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	Tony Mackay Sec 32 Searches

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](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	82 KILVINGTON DRIVE EMERALD 3782
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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. If no assets can be seen, email [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) to seek servicing options available to the property.

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	82 KILVINGTON DRIVE EMERALD 3782
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STATEMENT UNDER SECTION 158 WATER ACT 1989

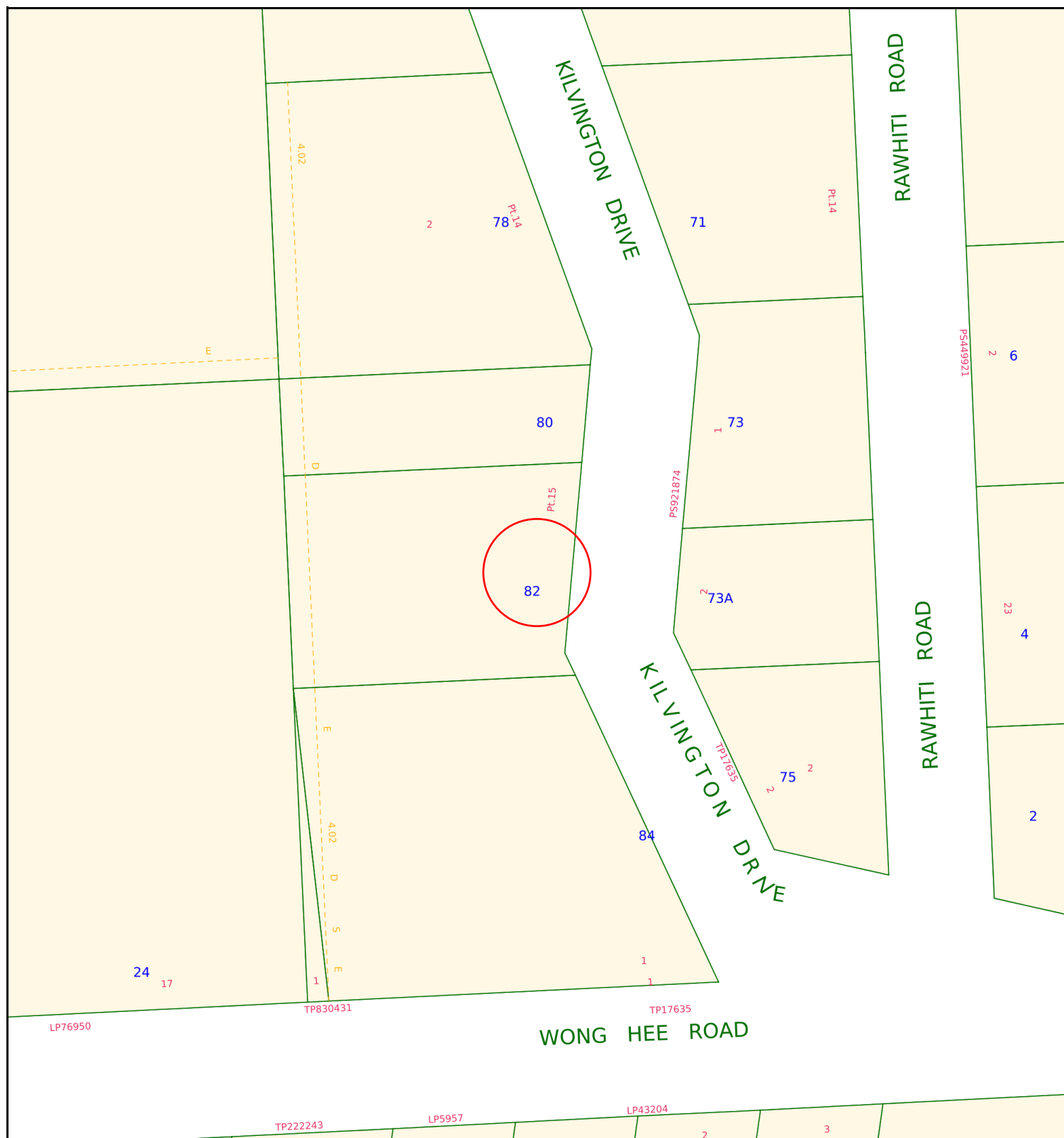
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**















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.



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30926473</b>		<b>Address</b>		82 KILVINGTON DRIVE EMERALD 3782		 Yarra Valley Water ABN 93 066 902 501
		<b>Date</b>		18/03/2025		
		<b>Scale</b>		1:1000		
<b>Existing Title</b>  Access Point Number  Proposed Title  Easement  Existing Sewer  Abandoned Sewer		<b>Access Point Number</b> GLV2-42 <b>Sewer Manhole</b>  <b>Sewer Pipe Flow</b>  <b>Sewer Offset</b>  <b>Sewer Branch</b> 		<b>MW Drainage Channel Centreline</b>  <b>MW Drainage Underground Centreline</b>  <b>MW Drainage Manhole</b>  <b>MW Drainage Natural Waterway</b> 		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Nthia Mahloko-boardman C/- LANDATA  
LANDATA  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

**Account No:** 9529799363  
**Rate Certificate No:** 30926473

**Date of Issue:** 18/03/2025  
**Your Ref:** Tony Mackay Sec 32 Searches

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
82 KILVINGTON DR, EMERALD VIC 3782	1\TP536597	1407631	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water Usage Charge <i>Step 1 – 25.000000kL x \$2.56310000 = \$64.08</i> Estimated Average Daily Usage \$0.66	06-12-2024 to 13-03-2025	\$64.08	\$64.08
Drainage Fee	01-01-2025 to 31-03-2025	\$16.52	\$16.52
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$101.01



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.
- 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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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:** 1407631

**Address:** 82 KILVINGTON DR, EMERALD VIC 3782

**Water Information Statement Number:** 30926473

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 95297993633

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

PROPERTY INFORMATION CERTIFICATE  
Building Regulations 2018  
Building Regulation 51(2)



19 March 2025

Property number: 2451804200  
Your reference 76202598-019-3  
Receipt number -

Nthia Mahloko-boardman c/o LANDATA

**Land (property) Address:** 82 Kilvington Dr, Emerald 3782  
**Proposed Development** -

<b>Is the building or land in an area:</b>	
That is liable to flooding (Reg. 153)?	<b>NO*</b>
That is a likely to be subject to termite attack (Reg. 150)?	<b>YES</b>
For which BAL level has been specified in a planning scheme?	<b>**</b>
That is subject to significant snowfalls (Reg. 152)?	<b>NO</b>
Designated land or Designated works (Reg. 154)?	<b>NO*</b>

**\*NOTE:** Flooding information is predominantly based on 'Planning Scheme Flood Overlays' and 'Melbourne Water Data' available, any building work proposed within 20 metres of a water course (not requiring a planning permit) should be designed to ensure that amenity and structural integrity is not impacted (further opinion may be obtained from Councils Municipal Building Surveyor).

**\*\* NOTE:** BAL='Bushfire Attack Level', BAL's may also be provided as restrictions on title/subdivision and shall be complied with. Refer to 'Land Channel' website for information relating to regulation 155 (designated state bushfire prone areas) [DELWP Vic Plan Maps](#)

#### **PLANNING UNIT**

For planning information please complete the planning information request located on our website [Planning information or advice](#) and pay the associated fee.

#### **COMMUNITY INFRASTRUCTURE LEVY**

'Community infrastructure' levies are financial contributions made by landowners towards locally provided infrastructure that is required to meet the future needs of the community. **Community Infrastructure Levy is applicable to new dwellings constructed in Pakenham, Officer, and some areas of Beaconsfield.**

**Is the property subject to the Community Infrastructure Levy (payable by owner?)** **NO**

#### **ASSET PROTECTION UNIT**

The asset protection permits application fee and bond must both be paid, and your permit issued **before works start**. Please refer to our website for further details: [Apply for an asset protection permit](#)

Yours sincerely

[Lisa Fuss - For and on Behalf of Municipal Building Surveyor]





\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Nthia Mahloko-boardman  
819 Burwood Highway  
FERNTREE GULLY 3156

Client Reference: Tony Mackay Sec 32 Searches

NO PROPOSALS. As at the 18th March 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®.

82 KILVINGTON DRIVE, EMERALD 3782  
SHIRE OF CARDINIA

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: 18th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 76202598 - 76202598141352 'Tony Mackay Sec 32 Searches'**

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.1	<b>Claim Details</b>						
2.2	Insured Address:	82 Kilvington Drive, Emerald VIC 3782					
2.3	Insured:	Lyndel Mackay					
2.4	Insurance Company:	Blue Zebra Insurance Pty Ltd					
2.5	Claim No:	HA2032139 0					
2.6	Consultants Reference	BCD00354					
<b>2.7</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>	<b>Sub-Total</b>		
2.8	<b>Scope of Works</b>						
2.9	Scope of Works Includes a full strip back to stumps to the original portion of the dwelling. Please refer to the Overstone issued drawings for the Demolition & repiar plan. Due to the pre-existing condition of the dwelling, combined with tnon-compliance found, notes throughout the report highlihg tarea where a compliant repair cannot be achieved.		Note				
2.10	This SoW only takes into consideration damage caused by the fire event and is limited to the face value findings during the site visit. Engineering input and latent conditions will impact the SoW. Overstone retains the right to alter extent and value of the Scope of Works pending any change of circumstances.		Note				
2.11	<b>Matching Finishes</b>						
2.12	Unless noted otherwise, all finishes and materials are to match existing as close as practical. Where painting and rendering repairs are carried out, unless noted otherwise these must extend to the nearest possible architectural break.	1	Item				
2.13	<b>Statutory Requirements</b>						
2.14	The successful Tenderer is to obtain and provide evidence of all required Insurances.	1	Item				
2.15	All works to comply with OHS requirements, current Australian Standards, National Construction Code, Manufacturers Installation Requirements and Standards, Relevant Guide to Standards and Tolerances and all Government Authorities.	1	Item				

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.16	The Tenderer is to allow for all required fall arrest and/or scaffolding as required in the tender price to complete the works in a safe manner.	1	Item				
2.17	Prior to commencement of the works, it is recommended that a mutually agreeable and industry recognized building contract be entered between the Builder and the Owner. A clear progress payment schedule is to be included within the contract, progress payment amounts are not to exceed the actual stage of works completed.	1	Item				
2.18	<b>During Works &amp; Completion</b>						
2.19	During the works, the Principal Contractor is responsible for damage caused by any person, for whom he is responsible, to the existing structure, services, paving, road, adjoining properties, etc. and will make good the damage at his/her own cost.	1	Item				
2.20	The Tenderer is not permitted to "Pyramid Contract" the works without the express permission of the client. The Tenderer shall always remain as the principal Contractor for the whole of the works and shall be responsible for all legal requirements of such a title. Under no circumstances shall the tenderer be permitted to appoint another separate legal entity to undertake the works or act as the Principal Contractor on behalf of the Tenderer.	1	Item				
2.21	The Tenderer shall allow for all required costs to protect ALL surfaces for the duration of the works. Where required this may include moving and storing furniture and plant items to allow for successful execution of the projects.	1	Item				
2.22	All disturbed areas to be made good to match existing and on completion clean all areas and remove all building rubbish from site.	1	Item				
2.23	At hand-over of the noted works, provide all warranties, insurance certificates and documentation relative to the project. A Form 21 or a Final Occupation Certificate is to be provided to the Owner and Local Government Authority at completion; final progress payment will be withheld without this documentation in place.	1	Item				
2.24	At the completion of the project and prior to final payment the rectifying Builder is submit to the Project Manager payment receipts for all Prime Cost items and Provisional Sum amounts for verification. The final contract payment is to be adjusted in accordance with any revised Prime Cost and Provisional Sum amounts.	1	Item				
2.25	<b>Tendering Requirements</b>						

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.26	The Tenderer shall provide a itemized break-up as well as full trade break-up as part of the tender submission. If this document is not provided at the time of tender, the Builders tender shall be deemed to be invalid.	1	Item				
2.27	The Tenderer is to provide a "Letter of Offer" or "Clarifications" outlining the estimated lead in time and time of completion that is to be taken from the date of commencement.	1	Item				
2.28	The Tenderer shall include within their offer all costs for Labour, Materials, Plant and associated Fees necessary to complete the Scope of Work to the required level of finish and compliance with statutory obligations.	1	Item				
2.29	<b>Measurements</b>						
2.30	The following quantities are provided for information only and are to assist contractors during tender preparation. Contractors should NOT rely on these quantities, the accuracy of the quantities is not guaranteed.	1	Item				
2.31	The enclosed quantities have NOT been measured in accordance with the Australian Standard Method of Measurement or any other prescribed method of measurement and as such the contractors shall check measure and clarify the amounts before tender submission. Any major discrepancies must be brought to the attention of the relevant Consultant / Project Manager.	1	Item				
2.32	Contractors rates can be adjusted accordingly in the tender documents to suit any minor discrepancies; the contractor can then provide clarifications of such adjustments by way of "Quoting Notes".	1	Item				
2.33	The contractor shall allow for any required adjustments in specified rates and quantities to allow for; waste, laps, bulking, haulage, poor access, minimum charges etc.	1	Item				
2.34	The Contractor shall price all items contained within the following document or note as included, should items be left blank then these items shall be deemed to be priced and included elsewhere.	1	Item				
2.35	<b>## PRELIMINARIES ##</b>						
2.36	Mobilize to site	1	Item	800.00	800		800
2.37	Qualified Supervisor	1	Item	20,150.00	20,150		20,150
2.38	Waste removal as required	1	Item	5,390.00	5,390		5,390
2.39	Crane Hire	8	hrs	230.00	1,840		1,840
2.40	Roof rails / Scaffold	39	m2	75.00	2,925		2,925
2.41	Supply / use of amenities	1	Item	910.00	910		910

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.42	Demobilize from site	1	Item	500.00	500		500
2.43	<b>## ASBESTOS REMOVAL##</b>						
2.44	Remove & dispose all ACM cladding and other building elements that contain asbetos. Provide vacuum and clearance inspection. To include all safety documentation and submission of relevant form the the local authorities.	1	PS	12,000.00	12,000		12,000
2.45	<b>## CONSULTANTS ##</b>						
2.46	Engineering framing design and review of framing and roof trusses for the retained portion of the dwelling.	1	PS	3,500.00	3,500		3,500
2.47	Certifier	1	PS	2,400.00	2,400		2,400
2.48	Hygienist - Included under Restoration Works		Note				
2.49	<b>## DEMOLITIONS ##</b>						
2.50	<u>Services</u>						
2.51	Turn off water supply to facilitate works	1	Item	500.00	500		500
2.52	<i>Note: Power disconnected at the time of the claimed event</i>		Note				
2.53	<u>Furniture &amp; appliances</u>						
2.54	<i>Note: Fire damage to the dwelling and contents are significant. Items are not seperated</i>		Note				
2.55	Remove and dispose remaining furniture & appliances to allow demoliton	1	Item	3,120.00	3,120		3,120
2.56	<u>Fittings</u>						
2.57	Remove and dispose slow combusiton fireplace with flue complete	1	Item	340.00	340		340
2.58	Remove and dispose all remaining fittings	1	Item	520.00	520		520
2.59	<u>Electrical</u>						
2.60	Remove and dispose all wiring as per the blue and yellow shaded areas on the demolition plan	1	no	850.00	850		850
2.61	Remove and dispose all lights, GPO's, Data Points, TV outlets, switches, ceiling fans and remaining electrical fixtures to the demolition area	1	Item	900.00	900		900
2.62	<u>Plumbing</u>						
2.63	Remove and dispose gas instant HWU	1	no	155.00	155		155
2.64	Remove and dispose freestanding oven (900mm)	1	no	120.00	120		120
2.65	Remove & dispose WC complete	1	no	130.00	130		130
2.66	Remove & dispose HWB complete	1	no	72.00	72		72
2.67	Remove & dispose shower rail & tapware complete (Over bath)	1	no	45.00	45		45

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.68	Remove & dispose built-in bath complete	1	no	77.50	78		78
2.69	Remove & dispose shower rose & tapware complete	1	no	45.00	45		45
2.70	Remove & dispose kitchen mixer complete	1	no	45.00	45		45
2.71	Remove & dispose external tap mounted to Hardie Plank weatherboard complete	1	no	45.00	45		45
2.72	<u>Carpentry</u>						
2.73	Remove & dispose remaining trim	1	Item	200.00	200		200
2.74	Remove & dispose linen fitout complete	2	m	32.50	65		65
2.75	Remove & dispose kitchen cabinetry complete	12	m	90.00	1,080		1,080
2.76	Remove & dispose bathroom vanity complete	1	no	80.00	80		80
2.77	<u>Walls</u>						
2.78	Remove and dispose wall tiles & tiled splashbacks	22	m2	35.00	770		770
2.79	Remove & dispose remaining wall linings - Mix of materials incl masonite (80% of area included in total)	163	m2	15.00	2,445	0.8000	1,956
2.80	Remove and dispose linings to wet areas (60% of area included in total)	42	m2	17.00	714	0.6000	428
2.81	Remove and dispose timber wall frames complete	198	m2	18.00	3,564		3,564
2.82	Remove and dispose weatherboard cladding complete	12	m2	22.00	264		264
2.83	<i>Note - Only a small protion with the remainder of cladding removed as part of Asbestos Removal Trade</i>		Note				
2.84	Remove and dispose brick fireplace	1	PS	500.00	500		500
2.85	<u>Floors</u>						
2.86	Remove and dispose floor tiles (60% included)	11	m2	40.00	440	0.6000	264
2.87	Remove and dispose structural timber flooring	47	m2	25.00	1,175		1,175
2.88	Remove and dispose substrate to carpeted adn tiled floors (60% included)	41	m2	20.00	820	0.6000	492
2.89	<u>Doors</u>						
2.90	Remove & dispose timber doors complete - External	1	no	80.00	80		80
2.91	Remove & dispose internal swing doors	9	no	30.00	270		270
2.92	Remove & dispose internal cavity slider doors	4	no	45.00	180		180
2.93	Remove & dispose linen swings doors	2	no	40.00	80		80
2.94	<u>Windows</u>						
2.95	Remove & dispose timber framed windows to match the type and size - 8 windows of approx. 17m2 area	1	item	400.00	400		400
2.96	Remove & dispose aluminium framed windows	1	no	80.00	80		80

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.97	<u>Ceiling</u>						
2.98	<i>Note: 75% of ceiling area included here</i>		<i>Note</i>				
2.99	Remove & dispose remaining plasterboard and FC ceilings incl coved cornice	91	m2	20.00	1,820	0.7500	1,365
2.100	Remove & dispose remaining ceiling insulation battens	91	m2	6.00	546	0.7500	410
2.101	<u>Roof</u>						
2.102	Remove and dispose metal roof sheeting incl cappings and flashings complete	115	m2	12.00	1,380		1,380
2.103	Remove and dispose rainwater goods including downpipes and gutters complete	42	m	6.00	252		252
2.104	Remove and dispose roof trusses complete	115	m2	25.00	2,875		2,875
2.105	<u>Substructure</u>						
2.106	Remove & dispose joist and bearer subfloor system complete	95		22.00	2,090		2,090
2.107	Remove & dispose stumps and prepare for new	27	no	150.00	4,050		4,050
2.108	<b>## PRE-WORKS CLEAN AND INSPECTIONS ##</b>						
2.109	Undertake a clean and restoration of remaining surfaces and cavities after demolition	1	PS	2,300.00	2,300		2,300
2.110	<b>## SUBSTRUCTURE ##</b>						
2.111	Supply & Install concrete stumps to the demolished area (seated into concrete footings)	27	no	420.00	11,340		11,340
2.112	Allow for rectification works to the concrete footing to house support for the brick fireplace	1	PS	1,500.00	1,500		1,500
2.113	<b>## MASONRY ##</b>						
2.114	Provisional - Face brick brick fireplace - complete	1	PS	3,000.00	3,000		3,000
2.115	<b>## CARPENTRY ##</b>						
2.116	Supply & Install bearer and joist floor system - to concrete stumps complete	95	m2	242.00	22,990		22,990
2.117	70 x 35 mm Treated Pine wall framing with studs at 450 mm centers and two rows of nogging - External walls	78	m2	182.00	14,196		14,196
2.118	70 x 35 mm Treated Pine wall framing with studs at 450 mm centers and one row of nogging - Internal walls	120	m2	169.00	20,280		20,280
2.119	<i>Note: No deduction to openings for wall framing measured</i>		<i>Note</i>				
2.120	Allow for strap and ply bracing to walls as required (provisional)	1	PS	1,800.00	1,800		1,800

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.121	Allow for tie downs (provisional)	1	PS	750.00	750		750
2.122	Provisional - Supply & install structural timber flooring	47	PS	270.00	12,690		12,690
2.123	Supply and Install - Soffit framing	6	m2	32.00	192		192
2.124	Supply and Install - Eave framing	21	m2	40.00	840		840
2.125	Supply and Install - Sheet soffit lining - Fire-cement - 6mm thick (no connection strips or setting)	6	m2	60.00	360		360
2.126	Supply and Install - Sheet eave lining - Fire-cement - 6mm thick - incl joiner strips complete	21	m2	68.00	1,428		1,428
2.127	Supply and install timber skirting	62	m	18.00	1,116		1,116
2.128	Supply and install timber architraves	229	m	18.00	4,122		4,122
2.129	Supply and install timber frame for the drop-in bath	1	item	400.00	400		400
2.130	Supply and install weatherboard cladding to frames	90	m2	130.00	11,700		11,700
2.131	Supply and install new linen fit-out complete	2	m	400.00	800		800
2.132	<b>## ROOFING &amp; ROOF PLUMBING ##</b>						
2.133	<u>Roof</u>						
2.134	Supply and install roof sarking	115	m2	12.00	1,380		1,380
2.135	Supply and install timber roof trusses complete	115	m2	83.00	9,545		9,545
2.136	Supply and install metal roof sheeting c/w capping and flashings	115	m2	78.00	8,970		8,970
2.137	<u>Rainwater disposal</u>						
2.138	Supply and install gutters	29	m	42.00	1,218		1,218
2.139	Supply and install downpipes	13	m	38.00	494		494
2.140	<b>## INSULATION ##</b>						
2.141	Supply and install new sisilation to external walls	90	m2	12.00	1,080		1,080
2.142	Supply and install new insulation to external walls	90	m2	9.00	810		810
2.143	Supply and install new insulation above ceilings	95	m2	9.00	855		855
2.144	<b>## ALUMINIUM WINDOWS &amp; DOORS ##</b>						
2.145	Supply & install 2170x2060mm SFS/FFF aluminium sliding window with security/insect screen complete	1	no	1,680.00	1,680		1,680
2.146	Supply & install 1800x2100mm aluminium sliding door complete	1	no	2,350.00	2,350		2,350
2.147	Window furnishings part of Contents		Note				



Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.148	<b>## TIMBER WINDOWS &amp; DOORS ##</b>						
2.149	Supply and install 820mm front entry door, with full glass pane, complete incl hardware	1	no	1,370.00	1,370		1,370
2.150	Supply and install 820mm hollow core swing door incl hardware complete	9	no	255.00	2,295		2,295
2.151	Supply and install 16mm thick, 650mm swing door to linen, incl hardware complete	2	no	210.00	420		420
2.152	Supply and install cavity sliding door, incl hardware complete	4	no	370.00	1,480		1,480
2.153	<i>Note: Windows largely destroyed, however estimated sizes included for reference</i>		<i>Note</i>				
2.154	Supply & install 1500x1200mm windows complete	1	no	1,400.00	1,400		1,400
2.155	Supply & install 3000x1800mm windows complete	2	no	2,200.00	4,400		4,400
2.156	Supply & install 1800x1500mm windows complete	1	no	1,650.00	1,650		1,650
2.157	Supply & install 600x900mm windows complete	2	no	900.00	1,800		1,800
2.158	<b>## JOINERY ##</b>						
2.159	Supply and install new kitchen cupboards complete with full height or overhead cupboards and corner pantry	12	m	1,850.00	22,200		22,200
2.160	Supply and install new kitchen bench-top - Laminate	11	m	242.00	2,662		2,662
2.161	Supply and install floor mount vanity incl stone top to ensuite complete - 900mm wide adopted (basin measured under plumbing)	1	no	1,100.00	1,100		1,100
2.162	<b>## PLASTER ##</b>						
2.163	<b>Wall Linings</b>						
2.164	Supply and Install - Sheet wall lining - Plasterboard - 10mm thick - incl setting and sanding	195	m2	55.00	10,725		10,725
2.165	Supply and Install - Sheet wall lining - Fibre-cement - 6mm thick - full height - incl setting and sanding	42	m2	60.00	2,520		2,520
2.166	<b>Ceiling Linings</b>						
2.167	Supply and Install - Sheet ceiling lining - Plasterboard - 10mm thick - incl setting and sanding	82	m2	55.00	4,510		4,510
2.168	Supply and Install - Sheet ceiling lining - Fire-cement - 6mm thick - incl setting and sanding	10	m2	60.00	600		600
2.169	Supply and Install - Coved cornice	122	m	18.00	2,196		2,196

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.170	<b>## FITMENT ##</b>						
2.171	Supply and install shower screen over bath	1	no	1,070.00	1,070		1,070
2.172	Supply and install shower screen to ensuite	1	no	1,480.00	1,480		1,480
2.173	Supply and install 450x600mm wall mirror	2	no	350.00	700		700
2.174	Supply and install towel hook	2	no	80.00	160		160
2.175	Supply and install towel rail	2	no	110.00	220		220
2.176	Supply and install toilet roll holders	2	no	82.00	164		164
2.177	<b>## WATERPROOFING ##</b>						
2.178	Supply and install waterproofing to wet areas floors and walls incl. corner stops	22	m2	85.00	1,870		1,870
2.179	Silicone caulking to edges of tiles and corners and as required on all construction joints	1	Item	980.00	980		980
2.180	<b>## TILING ##</b>						
2.181	Supply and Install - Floor tiling to match existing	11	m2	130.00	1,430		1,430
2.182	Tiling to splashbacks	6	m2	140.00	840		840
2.183	Supply and Install - Wall tiling - to Bathroom	13	m2	140.00	1,820		1,820
2.184	Mortar bed laid to falls and cross falls - Bathroom	4	m2	78.00	312		312
2.185	Supply and Install - Tiled skirting to match tiling	14	m	60.00	840		840
2.186	<b>## PAINTING ##</b>						
2.187	<b>Internal Surfaces</b>						
2.188	Sand & Seal timber flooring 3 coats as required	47	m2	48.00	2,256		2,256
2.189	Prepare and paint wall linings, plasterboard / FC surface - 3 coats to match existing	208	m2	20.00	4,160		4,160
2.190	Prepare and paint ceiling linings, plasterboard / FC surface - 3 coats to match existing	91	m2	21.00	1,911		1,911
2.191	Prepare and paint cornice - 3 coats to match existing	122	m	6.00	732		732
2.192	Prepare and Paint - Internal - door - 1 coat primer - 2 coats acrylic	13	no	130.00	1,690		1,690
2.193	Prepare and Paint - Internal - door to lined, wardrobes & pantry - 1 coat primer - 2 coats acrylic - Single Door	2	no	110.00	220		220
2.194	Prepare and paint timber trim - 3 coats to match existing	182	m	12.00	2,184		2,184
2.195	<b>External Surfaces</b>						

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.196	Prepare and Varnish - External - door with large window pane - sand and apply 2 coats clear varnish - Single Door	1	no	170.00	170		170
2.197	Prepare and Paint - External - weatherboard - 1 coat primer - 2 coats acrylic	102	m2	22.00	2,244		2,244
2.198	Prepare and Paint - External - soffit - 1 coat primer - 2 coats acrylic	6	m2	21.00	126		126
2.199	Prepare and Paint - External - eaves - 1 coat primer - 2 coats acrylic	21	m2	22.00	462		462
2.200	<b>## ELECTRICAL SERVICES ##</b>						
2.201	Allow for new rough in of electrical services	1	Item	4,260.00	4,260		4,260
2.202	Supply and install new switchboard	1	PS	1,800.00	1,800		1,800
2.203	Supply and install double GPO	14	no	65.00	910		910
2.204	Supply and install TV outlet	1	no	65.00	65		65
2.205	Supply and install data outlet	3	no	65.00	195		195
2.206	Supply and install light switch	16	no	130.00	2,080		2,080
2.207	Supply and install oyster lights	14	no	92.00	1,288		1,288
2.208	Supply and install 1200mm batten light	1	no	175.00	175		175
2.209	Supply and install ceiling fans with light	3	no	276.00	828		828
2.210	Supply and install extractor fan to bathroom & ensuite	2	no	187.00	374		374
2.211	Supply and install smoke detection system	1	no	450.00	450		450
2.212	Test all services during commisioning	1	Item	750.00	750		750
2.213	<b>## PLUMBING, SEWER AND STORMWATER ##</b>						
2.214	Allow CCTV and flush existing sewer system.	1	Item	750.00	750		750
2.215	Allow CCTV and flush storm-water system	1	Item	750.00	750		750
2.216	<b>Rough-in and Plumbing</b>						
2.217	Allow to prepare existing drainage and rough-ins to receive new	1	Item	3,590.62	3,591		3,591
2.218	Supply and install continuous flow hot water unit - Gas	1	no	1,420.00	1,420		1,420
2.219	<b>Fit-off Supply</b>						
2.220	<u>WC</u>						
2.221	Supply and install new WC suite complete	2	no	162.00	324		324
2.222	Supply and install new shower mixer and spout (rail type)	2	no	370.00	740		740
2.223	Supply and install new WHB mixer	2	no	180.00	360		360
2.224	Supply and install WHB to ensuite	1	no	220.00	220		220

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.225	Supply and install corner unit, wall mount WHB to bathroom	1	no	345.00	345		345
2.226	Supply and install drop-in bath (1650mm adopted)	1	no	450.00	450		450
2.227	Supply and install bath tapware (wall mount mixer & spout adopted)	1	no	190.00	190		190
2.228	Supply and install new kitchen sink - 1 3/ bowl - RHS drainer	1	no	385.00	385		385
2.229	Supply and install new kitchen sink mixer	1	no	210.00	210		210
2.230	Supply and install new 1/4 turn tap set	3	no	58.00	174		174
2.231	Supply and install new floor wastes	3	no	52.00	156		156
2.232	Supply and install new external taps	2	no	105.00	210		210
2.233	Reconnect and test all plumbing services during commisioning	1	Item	750.00	750		750
2.234	<b>## APPLIANCES ##</b>						
2.235	Supply and Install new freestanding oven	1	no	1,650.00	1,650		1,650
2.236	Supply and Install new range-hood	1	no	740.00	740		740
2.237	<b>## EXTERNAL WORKS ##</b>						
2.238	Level and prepare yard for landscpaing to the construction affected area	1	PS	1,500.00	1,500		1,500
2.239	<b>## CLEANING ##</b>						
2.240	Complete clean of dwelling including windows	1	Item	1,350.00	1,350		1,350
2.241	<b>Sub-Total</b>				<b>342,594</b>		<b>342,594</b>
2.242	Margin	20	%		68,519		68,519
2.243	<b>Sub-Total</b>				<b>411,113</b>		<b>411,113</b>
2.244	Location factor (1.03)	3	%		12,333		12,333
	<b>Sub-Total</b>				<b>423,446</b>		<b>423,446</b>
2.246	GST	10	%		42,345		42,345
2.247	<b>Sub-Total Incl GST</b>				<b>465,791</b>		<b>465,791</b>
2.248	Insurances (CAR, STAT)	2.5	%		11,645		11,645
	<b>Total - Incl GST &amp; Insurances</b>				<b>477,436</b>		<b>477,436</b>

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.1	<b>Claim Details</b>						
2.2	Insured Address:	82 Kilvington Drive, Emerald VIC 3782					
2.3	Insured:	Lyndel Mackay					
2.4	Insurance Company:	Blue Zebra Insurance Pty Ltd					
2.5	Claim No:	HA2032139 0					
2.6	Consultants Reference	BCD00354					
<b>2.7</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>	<b>Sub-Total</b>		
2.8	<b>Scope of Works</b>						
2.9	Scope of Works is theoretical in nature only as it relates to the material loss of the non-compliant portion of the dwelling as highlighted in the Overstone Inspection Report. This is only to be used as a guide related to the material loss component.		Note				
2.10	This SoW only takes into consideration damage caused by the fire event and is limited to the face value findings during the site visit. Engineering input and latent conditions will impact the SoW. Overstone retains the right to alter extent and value of the Scope of Works pending any change of circumstances.		Note				
2.11	<b>Matching Finishes</b>						
2.12	Unless noted otherwise, all finishes and materials are to match existing as close as practical. Where painting and rendering repairs are carried out, unless noted otherwise these must extend to the nearest possible architectural break.	1	Item				
2.13	<b>## PRELIMINARIES ##</b>						
2.14	<i>Hygienist - Included in Primary Scope of Works Estimate</i>		Note				
2.15	<b>## DEMOLITIONS ##</b>						
2.16	<u>Furniture &amp; appliances</u>						
2.17	Remove and dispose furniture & appliances to allow demolition	1	Item	200.00	200		200

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.18	<u>Fittings</u>						
2.19	Remove and dispose all remaining fittings	1	Item	75.00	75		75
2.20	<u>Plumbing</u>						
2.21	Remove & dispose laundry tapware complete	1	no	45.00	45		45
2.22	<u>Carpentry</u>						
2.23	Remove & dispose remaining trim	1	Item	60.00	60		60
2.24	<u>Walls</u>						
2.25	Remove & dispose remaining wall linings (80% of area included in total)	65	m2	15.00	975		975
2.26	Remove and dispose timber wall frames complete	31	m2	18.00	558		558
2.27	Remove and dispose weatherboard cladding complete	27	m2	22.00	594		594
2.28	<u>Floors</u>						
2.29	Remove and dispose skirting boards	25	m	5.00	125		125
2.30	<u>Doors</u>						
2.31	Remove & dispose timber doors complete - External	1	no	30.00	30		30
2.32	Remove & dispose internal swing doors	1	no	30.00	30		30
2.33	<u>Windows</u>						
2.34	Remove & dispose timber framed window 700x900mm	1	item	30.00	30		30
2.35	Remove & dispose aluminium framed windows	1	no	80.00	80		80
2.36	<u>Ceiling</u>						
2.37	Remove & dispose remaining plasterboard and FC ceilings incl coved cornice	17	m2	20.00	340		340
2.38	Remove & dispose remaining ceiling insulation battens	17	m2	6.00	102		102
2.39	<b>## CARPENTRY ##</b>						
2.40	70 x 35 mm Treated Pine wall framing with studs at 450 mm centers and two rows of nogging - External walls	27	m2	182.00	4,914		4,914
2.41	70 x 35 mm Treated Pine wall framing with studs at 450 mm centers and one row of nogging - Internal walls	5	m2	169.00	845		845
2.42	<i>Note: No deduction to openings for wall framing measured</i>		Note				
2.43	Allow for strap and ply bracing to walls as required (provisional)	1	PS	70.00	70		70
2.44	Allow for tie downs (provisional)	1	PS	150.00	150		150
2.45	Supply and Install - Eave framing	8	m2	40.00	320		320

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.46	Supply and Install - Sheet eave lining - Fire-cement - 6mm thick - incl joiner strips complete	8	m2	68.00	544		544
2.47	Supply and install timber skirting	25	m	18.00	450		450
2.48	Supply and install timber architraves	16	m	18.00	288		288
2.49	Supply and install weatherboard cladding to frames	27	m2	130.00	3,510		3,510
2.50	<b>## ROOFING &amp; ROOF PLUMBING ##</b>						
2.51	<i>Note: Included under Primary Scope of Works</i>		Note				
2.52	<b>## INSULATION ##</b>						
2.53	Supply and install new sisilation to external walls	27	m2	12.00	324		324
2.54	Supply and install new insulation to external walls	27	m2	9.00	243		243
2.55	Supply and install new insulation above ceilings	17	m2	9.00	153		153
2.56	<b>## ALUMINIUM WINDOWS &amp; DOORS ##</b>						
2.57	Supply & install 2170x2060mm SFS/FFF aluminium sliding window with security/insect screen complete	2	no	1,480.00	2,960		2,960
2.58	Supply & install 1800x1500mm aluminium sliding window with security/insect screen complete	2	no	990.00	1,980		1,980
2.59	<i>Window furnishings part of Contents</i>		Note				
2.60	<b>## TIMBER WINDOWS &amp; DOORS ##</b>						
2.61	Supply and install external door to built-in porch area - 820mm, complete incl hardware	1	no	850.00	850		850
2.62	Supply and install 820mm hollow core swing door incl hardware complete	1	no	255.00	255		255
2.63	<i>Note: Windows largely destroyed, however estimated sizes included for reference</i>		Note				
2.64	Supply & install 700x900mm window complete	1	no	65.00	65		65
2.65	<b>## PLASTER ##</b>						
2.66	<b>Wall Linings</b>						
2.67	Supply and Install - Sheet wall lining - Fibre-cement - 6mm thick - full height - incl setting and sanding	37	m2	60.00	2,220		2,220
2.68	<b>Ceiling Linings</b>						
2.69	Supply and Install - Sheet ceiling lining - Plasterboard - 10mm thick - incl setting and sanding	17	m2	55.00	935		935

Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.70	Supply and Install - Coved cornice	25	m	18.00	450		450
2.71	<b>## WATERPROOFING ##</b>						
2.72	Supply and install waterproofing to wet areas floors and walls incl. corner stops	2	m2	85.00	170		170
2.73	Silicone caulking to edges of tiles and corners and as required on all construction joints	1	Item	80.00	80		80
2.74	<b>## TILING ##</b>						
2.75	Tiling to splashbacks	7	m2	140.00	980		980
2.76	<b>## PAINTING ##</b>						
2.77	<b>Internal Surfaces</b>						
2.78	Prepare and paint wall linings, plasterboard / FC surface - 3 coats to match existing	37	m2	20.00	740		740
2.79	Prepare and paint ceiling linings, plasterboard / FC surface - 3 coats to match existing	17	m2	21.00	357		357
2.80	Prepare and paint cornice - 3 coats to match existing	25	m	6.00	150		150
2.81	Prepare and Paint - Internal - door - 1 coat primer - 2 coats acrylic	1	no	130.00	130		130
2.82	Prepare and paint timber trim - 3 coats to match existing	40	m	12.00	480		480
2.83	<b>External Surfaces</b>						
2.84	Prepare and Paint - External door - 1 coat primer - 2 coats acrylic - Single Door	1	no	150.00	150		150
2.85	Prepare and Paint - External - weatherboard - 1 coat primer - 2 coats acrylic	27	m2	22.00	594		594
2.86	Prepare and Paint - External - eaves - 1 coat primer - 2 coats acrylic	8	m2	22.00	176		176
2.87	<b>## ELECTRICAL SERVICES ##</b>						
2.88	Allow for new rough in of electrical services	1	Item	420.00	420		420
2.89	Supply and install double GPO	2	no	65.00	130		130
2.90	Supply and install light switch	2	no	130.00	260		260
2.91	Supply and install oyster lights	1	no	92.00	92		92
2.92	Supply and install 1200mm batten light	1	no	175.00	175		175
2.93	<b>## PLUMBING, SEWER AND STORMWATER ##</b>						
2.94	<b>Rough-in and Plumbing</b>						
2.95	Allow to prepare existing drainage and rough-ins to receive new	1	Item	493.50	494		494



Code	Description	Quantity	Unit	Rate	Subtotal	Factor	Total
2.96	<b>Fit-off Supply</b>						
2.97	<u>WC</u>						
2.98	Supply and install new laundry basin	1	no	448.00	448		448
2.99	Supply and install new laundry tapset	1	no	180.00	180		180
2.100	Supply and install new floor wastes	1	no	52.00	52		52
2.101	<b>## CLEANING ##</b>						
2.102	Complete clean of dwelling including windows	1	Item	270.00	270		270
2.103	<b>Sub-Total</b>				<b>31,298</b>		<b>31,298</b>
2.104	Margin	20	%		6,260		6,260
2.105	<b>Sub-Total</b>				<b>37,557</b>		<b>37,557</b>
2.106	Location factor (1.03)	3	%		1,127		1,127
	<b>Sub-Total</b>				<b>38,684</b>		<b>38,684</b>
2.108	GST	10	%		3,868		3,868
2.109	<b>Sub-Total Incl GST</b>				<b>42,552</b>		<b>42,552</b>
2.110	Insurances (CAR, STAT)	2.5	%		1,064		1,064
	<b>Total - Incl GST &amp; Insurances</b>				<b>43,616</b>		<b>43,616</b>

# OVERSTONE

## SITE ASSESSMENT REPORT BUILDING CONSULTANCY DIVISION

**Insurer:** Blue Zebra Insurance Pty Ltd  
ABN: 12 622 465 838  
Ref: HA20321390

**Insurer Contact:** Ruairi O'Luanaigh  
Claims Specialist – Major Loss & SME

**Insured:** Lyndel Mackay

**Property:** 82 Kilvington Drive,  
Emerald, VIC, 3782

**Our Reference:** BCD00354

**Registration Date:** 18/10/2024

**Document Date:** 31/10/2024  
Revision 01

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## DOCUMENT CONTROL RECORD

Prepared by:	N Fraser
Date:	31/10/2024

## REVISION STATUS

Revision No.	Description of Revision	Date	Approved
01	Client Issue	31/10/2024	N Fraser

Recipients are responsible for eliminating all superseded documents in their possession.

### OVERSTONE PTY LTD

Email: info@overstone.com.au  
Website: overstone.com.au

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## 1. ENGAGEMENT

1.1. Overstone Pty Ltd (“Overstone”) were appointed by Ruairi O’Luanaigh of Blue Zebra Insurance to provide Building Consultancy and Quantity Surveying assistance on a matter involving a domestic fire..

1.2. Overstone were requested to undertake the following;

Limited Initial Instruction;

*We are hoping to arrange the attendance of an Independent Building Consultant (BC) around 24/10 - 25/10.*

Verbal Instructions (paraphrased);

*Report on damages, Scope repairs required and provide QS costings.*

1.3. Nick Fraser of Overstone was allocated to undertake the tasks as instructed by the Client, with our initial Site Inspection occurring on 25/10/2024.

1.4. Overstone has ensured impartiality in its review process of all documentation received and has taken a thorough and unbiased approach in its assessments.

## 2. DOCUMENTATION

2.1. No documentation was issued to Overstone Pty Ltd at engagement.

### **3. BACKGROUND**

#### **Property Background**

- 3.1. It is understood that the allotment (Lot 1, TP536597) totals 2,106m<sup>2</sup> and was last sold on 25 April 2015, it is believed to the Insured.
- 3.2. The site is situated on the lower Western side of Kilvington Drive, generally surrounded on most sides by properties with large trees.
- 3.3. The primary building is a Class 1a Domestic Dwelling, with an original footprint of approximately 100m<sup>2</sup>, and an extension measuring approximately 121m<sup>2</sup> on the Western side of the original structure.
- 3.4. After the renovation was undertaken extending the building toward the West, there was a patio situated roughly central to the newly enlarged building footprint.
- 3.5. On attendance to the site, it was noted that this patio had been built-in, with the materials and construction method appearing to indicate that this additional work was not compliant at construction, and likely not permitted.

#### **Event Summary**

- 3.6. It is understood that at roughly 2:20AM on 26<sup>th</sup> September 2024 the primary structure on the allotment was affected by a fire affecting the North-Eastern Bedroom within the original building footprint.
- 3.7. The fire resulted in the total loss of structural timber framing and roofing elements at the North-Eastern corner of the dwelling, and the fatal loss of the occupant of Bedroom 1 (seat of the fire).
- 3.8. The external wall cladding at the North-Eastern corner of the building was noted to likely be asbestos containing materials, featuring as fibre cement sheeting which as a result of the claimed event is now classified as friable.

## 4. OBSERVATIONS

### Digital Capture

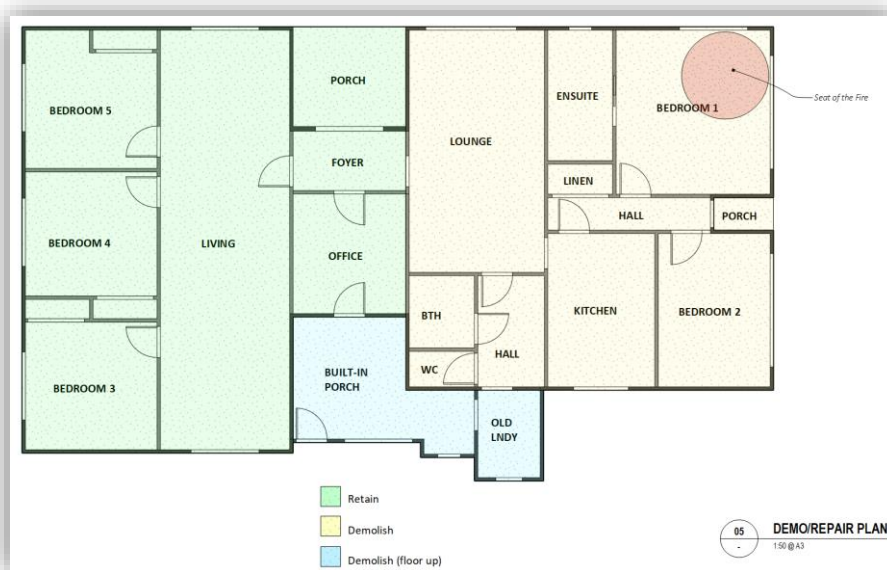
- 4.1. Overstone Digital Captures represent an advanced digital documentation and analysis service, designed to meticulously record and assess projects and property conditions through state-of-the-art technology.
- 4.2. Utilising a combination of techniques and an array of differing equipment, this service generates precise, high-resolution images, videos and models of sites from various perspectives, ensuring an exhaustive visual and data record.
- 4.3. Overstone proactively employs our Digital Capture technology, leveraging our expertise in selecting the most appropriate methods to enhance the assessment of complex sites, and the transfer of information to the stakeholders.
- 4.4. A Digital Capture has been obtained of this site during our attendance, and is available to review via the following links;

Digital Capture Link	<a href="https://digitalcapture.com.au/2024/10/25/bcd00354/">https://digitalcapture.com.au/2024/10/25/bcd00354/</a>
Digital Capture Password	HA20321390
Digital Capture Issued	25/10/2024
Digital Capture Period End	25/01/2024

**Table 3;** Digital Capture Links

### Structure Reference

- 4.5. A Report Issue drawing has been raised of the site to assist in referencing, with the below figure provided to give clarity on layout and room areas.



**Figure 1;** Copy of the Overstone Demo/Repair Plan showing the separate building elements (yellow = original footprint; green = Western extension; blue = built-in porch).

## Structure Observations

### Outbuildings

- 4.6. On assessment of the site it was noted that there were three (3) outbuildings located around the primary dwelling, two Class 10a (2) Garages to the West of the home, and a Class 10a garden shed situated on the Southern side of the home, near the South-West corner of the primary buildings footprint.
- 4.7. The Class 10a outbuildings were noted to have no damages resultant from the claimed event, and therefore have not formed part of our assessment of this site.

### Exterior

- 4.8. Assessment of the exterior of the dwelling permitted a determination that the Westernmost side of the structure, which is the original 100m<sup>2</sup> footprint for the home, has likely asbestos containing cladding materials, substantially compromised by the claimed event.
- 4.9. The roof cladding atop the original section of the dwelling is a corrugated galvanised steel roof sheeting installed upon a traditionally pitched hardwood frame.
- 4.10. A pitch transition was observed toward the Western side of the original buildings footprint, with the Western (roughly) 3.7m of the area (40m<sup>2</sup>) installed at a lessor pitch and draining into an eave gutter.
- 4.11. An extension (undertaken approximately 1997) was noted to have been constructed on the Western side of the building footprint, constructed to contain 3 Bedrooms, 1 Living Room, an Office and a Foyer (total size: 121m<sup>2</sup>).
- 4.12. At the Southern side of the building, located roughly central to the Southern elevation sits an enclosed Patio.
- 4.13. The Patio was noted to have originally been unenclosed, as noted by weatherboards visible to the original exterior Southern wall (Office external wall).
- 4.14. The Patio was noted to have been enclosed after 1997 (as notable from the building materials and methods utilised), with the finish and materials indicating that the enclosure was not undertaken in a manner compliant with the National Construction Code (“NCC”), nor likely permitted.
- 4.15. The building materials utilised in the construction of the Western extension, specifically the exterior cladding and the soffit linings, remain unpainted at the time of our inspection to the dwelling.

### Interior

#### Eastern Original Footprint

- 4.16. The Eastern side of the dwelling is noted to have been the original footprint of the residence.
- 4.17. At the Easternmost side of the building there are two Bedrooms, with a Hallway running East to West between them and a connected Linen Cupboard.
- 4.18. Centrally on the Northern side of the dwelling is an Ensuite, connected to the Western side of Bedroom 1.
- 4.19. Centrally on the Southern side of the dwelling is a Kitchen, whilst at the South-Western side of the original footprint is an original Laundry, a WC, a Bathroom and a Hallway.
- 4.20. At the North-Eastern side of the buildings original footprint sits a Lounge Room.



- 4.21. Bedroom 1, located at the North-Eastern side of the building, was noted to have a blockwork combustion fireplace which does not appear to be the cause of the claimed event.
- 4.22. When assessing the condition of the building materials within the dwelling, it appears that the seat of the fire was near to a bed in the North-Easternmost corner of Bedroom 1, with it noted that the floorboards directly beneath the bed are completely compromised exposing the bearers and joists.
- 4.23. The structural wall and roof framing was observed to be severely compromised over Bedroom 1, Ensuite, and Hallway.
- 4.24. The wall and roof framing were observed to be moderately compromised within adjacent rooms including the Lounge Room and Kitchen.
- 4.25. The Kitchen was observed to be severely compromised from the claimed event, with damages to the cabinetry, wall linings, ceiling linings and flooring.

## Western Extension

- 4.26. On the western side of the building's footprint sits a 121m<sup>2</sup> extension, believed by Overstone to have been constructed in roughly 1997.
- 4.27. The extension appears to have been constructed as a standalone building from a structural standpoint, with an attachment at the Eastern side of the structure where it abuts the original Lounge Room and rear Laundry of the residence.
- 4.28. It is expected that at the time this extension was built onsite, the Southern Patio was built onto the building, as was the Northern porch and glazed sliding door.
- 4.29. The Western extension contains a Living Room, three Bedrooms, an Office and a Foyer leading from the Northern porch.
- 4.30. On assessment of the Westernmost rooms within this extension, containing the Bedrooms and the Living Room, it was noted that no observations of direct flame damage were present, with smoke and soot damage being the only elements present.
- 4.31. The Bedrooms and Living room were observed to still contain contents, as did the remainder of the residence.
- 4.32. The Entry Foyer on the Northern side of the dwelling was noted to have more substantial soot and smoke damages, as it leads off from the Lounge Room within the original building footprint.
- 4.33. The Office was noted to be reasonable limited in smoke and soot damages internally, with indications that the doors leading to the room were closed at the time of the event.
- 4.34. It is not known whether the Eastern rooms of the extension, being the Entry Foyer and the Office, have been damaged within their ceiling cavities. It is plausible that smoke and soot have transferred into the ceiling cavity of these areas, with potential that flame-related damage may also be present to these elevated areas within areas not able to be visually inspected without invasive investigation.

## Southern Enclosed Patio

- 4.35. The Southern Patio within the structure was noted to have originally been constructed as a Porch, with the space being enclosed sometime after construction.
- 4.36. This determination has been made based on evidence noted regarding building materials and construction practices within the area; notably the presence of pine decking boards running beneath the Southern wall of the room, and also fibre cement weatherboards present beneath the wall linings at the Southern side of the Office (wall separating the Office from the Enclosed Patio).

- 4.37. The room was observed to have been constructed in a manner not generally aligning with the expectations of a tradesperson, nor in alignment with the National Construction Code (NCC).
- 4.38. The wall linings were noted to have not been completely finished, with gaps between the sheets, tearing of sheet edges, visible fixings (no jointing compound installed), and misalignment of the cladding (substrate materials not pre-sheeted, works not undertaken in alignment with a Level 4 standard).
- 4.39. The flooring of the space was noted to be unfinished, without any coverings installed on the boards, whilst at the Western side of the room it was noted that an area measuring approximately 2m wide by the full height of the room was missing cladding entirely leaving the wall framing exposed.
- 4.40. Leading off the Patio to the East, sits a room which is noted to contain laundry tapware suitable for a washing machine, as well as a laundry tub. It is presumed from the identification of these elements that this space was the original Laundry within the dwelling and is now utilised as a storeroom. The wall linings of this room were noted to be generally Masonite, with timber utilised in some areas at sheet joins.

### **Structural**

- 4.41. In terms of damages to structural components on this structure, it was noted by Overstone that the structural elements forming the walls and roof are severely compromised over the North-Eastern side of the dwelling.
- 4.42. Leading toward the West from this location, the structural damages lessen to where they are virtually non existing to visual inspection at the Entry and Office.
- 4.43. The floorboards and bearers and joist beneath Bedroom 1 were noted as being compromised, whilst the roofing system has been completely burnt away leaving the charred and warped roof sheeting supported by sheet laps and fixings only.
- 4.44. The Western extension on the building is believed to have been constructed as a self-supporting, or potentially partially supported structure against the original Eastern footprint of the site.
- 4.45. The Western extension remains virtually unaffected from this claim from a structural standpoint; however, it should be noted that the ceiling cavity has not yet been inspected to validate whether flame and/or smoke and soot damage has transitioned into these areas directly or by pressurisation during the event.

## 5. OPINIONS

### Structure Opinions

- 5.1. It is my opinion that the structural damages sustained necessitate a partial demolition, specifically the original Eastern footprint (110m<sup>2</sup>) up to the junction with the Western extension, which should remain intact (121m<sup>2</sup>).
- 5.2. Partial removal of the walls enclosing the Southern Patio is recommended due to non-compliant construction that does not align with the National Construction Code. Damages sustained to these areas should be classified as material loss, considering prior non-compliance which may affect coverage (policy terms should be reviewed).
- 5.3. The flooring system at the Easternmost end, primarily at the North-East corner of the site, has experienced substantial compromise, affecting floor linings, substructure, and potentially adjacent substructural elements due to fire damage extending to subfloor transitions.
- 5.4. Given the extent of damage in the original footprint, it should be considered that the Western extensions ceiling cavity may contain latent smoke, soot, or flame-related damage not visible during initial inspection.
- 5.5. Due to the friable state of the suspected asbestos-containing exterior cladding materials post-fire, the site should be considered as presenting a hazard, warranting controlled removal and safe disposal in accordance with regulatory requirements.
- 5.6. The non-compliant enclosure of the Patio may necessitate consideration against policy as a result of the pre-existing non-compliance.

## 6. SUMMARY

### Conclusive Factors Summary

- 6.1. The site has been substantially impacted by a fire event, with severe structural damage concentrated at the North-Eastern corner within Bedroom 1.
- 6.2. The exterior cladding materials have suffered extensive compromise from fire exposure, especially on the Western side.
- 6.3. The roof system over the original footprint is critically compromised, with substantial destruction of roofing materials, leaving the remaining components at risk of collapse and requiring immediate structural intervention.
- 6.4. The Southern Patio enclosure demonstrates significant non-compliance with the National Construction Code, which impacts its insurability and response eligibility.

### Assumed Factors Summary

- 6.5. The exterior linings likely contain asbestos, which, due to damage from the event, would now be classified as friable, necessitating regulated asbestos abatement measures.
- 6.6. The integrity of the Western extension's ceiling cavity remains uncertain, with potential risk of hidden smoke, soot, or fire damage, meriting further invasive investigation to confirm the extent of damages and remedial requirements.

### Progression Considerations & Risk Factors

- 6.7. The friable state of potentially asbestos containing materials may pose immediate health risks, necessitating containment and removal processes that align with regulatory protocols to prevent airborne contamination.
- 6.8. The non-compliant Southern Patio enclosure, may require policy consideration to assess reinstatement or removal decisions.
- 6.9. Given the compromised structural components, especially at the Eastern end, precautionary shoring and structural assessments are recommended to ensure stability during demolition and remediation efforts.

Yours faithfully

**Nick Fraser**

Managing Director | QBCC: 1502 6999  
n.fraser@overstone.com.au | 0434 081 542

**Overstone Pty Ltd**

QBCC: 1524 9579  
info@overstone.com.au | overstone.com.au

	Name	Position	Date
Prepared By:	Nick Fraser	Managing Director	31/10/2024
Claim Region:	Victoria (metro)		
Serviced From:	Brisbane (interstate)		

## **7. PHOTO SCHEDULE**

- 7.1. Photography and videos relating to the assessed site are viewable through the provided Digital Capture.



Blue Zebra Insurance Pty Ltd | Mackay - 82 Kilvington Drive, Emerald, VIC, 3782

GENERAL NOTES:

- ALL CONSTRUCTION, WORKS & MATERIALS ARE TO CONFORM TO THE BUILDING CODE OF AUSTRALIA, RELEVANT AUSTRALIAN STANDARDS, LOCAL GOVERNMENT BY LAWS, STATUTORY REQUIREMENTS, MANUFACTURERS RECOMMENDATIONS & INCLUSIVE OF ANY AMENDMENTS & ATTACHMENTS PUBLISHED AFTER THE RELEVANT DATES OF PROCLAMATION OR RELEASE AS MAY BE THE CASE.
- **CONTRACTOR TO CONFIRM ALL REQUIRED SETBACKS, ALL LOCATIONS OF EXISTING SERVICES, ALL DIMENSIONS & LEVELS PRIOR TO COMMENCEMENT OF WORKS.**
- DO NOT SCALE OFF COPIED DRAWINGS. WRITTEN DIMENSIONS ARE TO TAKE PRECEDENCE. **ALL DIMENSIONS AND LEVELS MUST BE CHECKED BY CONTRACTORS PRIOR TO THE COMMENCEMENT OF WORKS.**
- SHOULD SITE CONDITIONS DIFFER FROM THOSE INDICATED, SEEK INSTRUCTIONS FROM OVERSTONE PTY LTD PRIOR TO COMMENCEMENT OF WORKS.
- PROVIDE EROSION & SEDIMENT CONTROL STRUCTURES & MAINTAIN IN ACCORDANCE WITH LOCAL AUTHORITY REQUIREMENTS.
- GOODS OR MATERIALS ON SITE, INCLUDING THEIR SAFE STORAGE & PROTECTION FROM WEATHER ARE THE RESPONSIBILITY OF THE BUILDER UNTIL HANDOVER.
- ALL TRADE WASTE ASSOCIATED WITH THE WORKS IS TO BE REMOVED FROM SITE AND DISPOSED OF AS PER LOCAL GOVERNMENT WASTE MANAGEMENT POLICIES.
- ALL TIMBER CONSTRUCTION SHALL BE IN ACCORDANCE WITH A.S. 1684 RESIDENTIAL TIMBER FRAMED CONSTRUCTION.
- REFER TO ANY OVERSTONE PTY LTD ISSUED ENGINEERS DRAWINGS FOR ALL STRUCTURAL DETAILS, MEMBER SIZES & TREATMENTS. READ IN CONJUNCTION WITH ALL CONSULTANT DRAWINGS & SPECIFICATIONS.
- ALL WORK MUST COMPLY WITH NCC 2022, AND THE APPROPRIATE AUSTRALIAN STANDARDS AND MANUFACTURERS REQUIREMENTS.
- **IN ASBESTOS AFFECTED SITES**, ASBESTOS TO BE REMOVED IN ACCORDANCE WITH CURRENT AUSTRALIAN STANDARDS & PRACTICES & LOCAL BY LAWS.
- ALL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE OVERSTONE PTY LTD SCOPE/STATEMENT/SCHEDULE OF WORKS.
- ALLOW TO KEEP THE SITE CLEAN AND TIDY WITH RUBBISH REMOVED REGULARLY. AT THE COMPLETION OF THE JOB THE WORKS WILL BE CLEANED THOROUGHLY TO THE SATISFACTION OF THE CONTRACT SUPERINTENDENT.



01

FRONT ELEVATION

N.T.S

NOT FOR  
CONSTRUCTION

IMPORTANT NOTE:

ALL DRAWINGS CONCEPTUAL ONLY TO SUPPORT THE OVERSTONE PTY LTD'S REPORT AND SCOPE OF WORKS; THESE ARE NOT TO BE USED FOR CONSTRUCTION WORKS.

DRAWING SCHEDULE

A00	GENERAL NOTES
A01	AERIAL IMAGERY
A02	EXISTING LAYOUT
A03	DEMOREPAIR PLAN
A04	3D FLOORPLAN
A05	3D EXISTING PLANS
A06	N/A
A07	N/A
A08	N/A
A09	N/A
A10	N/A

**NOTE:** DO NOT SCALE OFF COPIED DRAWINGS. WRITTEN DIMENSIONS ARE TO TAKE PRECEDENCE. **CONFIRM DIMENSIONS ON SITE PRIOR TO ORDERING OF MATERIALS.** DIMENSIONS ARE TO FACE OF STUD/ MASONRY UNO.

**NOTE:** THIS SET OF DOCUMENTS IS TO BE READ IN CONJUNCTION WITH THE OVERSTONE PTY LTD SCOPE OF WORKS.

SITE GENERAL NOTES:

- ALL LOCATIONS OF BUILDINGS SHOWN INDICATIVELY ONLY. CONFIRM ON SITE.
- DO NOT SCALE OFF COPIED DRAWINGS. WRITTEN DIMENSIONS ARE TO TAKE PRECEDENCE. **CONFIRM DIMENSIONS ON SITE PRIOR TO ORDERING OF MATERIALS.** DIMENSIONS ARE TO FACE OF STUD/ MASONRY.
- ALL MEASUREMENTS & AREAS NOTED ARE APPROXIMATE. ALLOW TO SITE MEASURE ALL.
- BUILDER TO VERIFY THE LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION.
- ALLOW TO PROTECT ALL WATER, DRAINAGE, GAS & ELECTRICAL MAINS SERVICES & ALLOW TO BLANK OFF WHERE REQUIRED & LEAVE READY FOR RECONNECTION.



CONSULTANTS:

AMENDMENTS				
REV	DATE	DESCRIPTION	BY	CHK
A	25/10/2024	REPORT ISSUE SKETCH	NGF	NGF

DRAWING:	
REPORT AND SCOPE SKETCH - GENERAL NOTES	
PROJECT INFO:	
82 Kilvington Drive Emerald, VIC, 3782 Blue Zebra Insurance Pty Ltd   Mackay	

REPORT ISSUE			
SCALE:	VARIOUS	DATE:	25 OCT 2024
DRAWN:	NGF	CHECKED:	NF
APPROVED:	NF	SHEET:	
PROJECT No:	BCD00354	DWG No:	00
REV:	A		

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02  
-

NEARMAPS - SITE OVERVIEW

N.T.S

NOT FOR  
CONSTRUCTION

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03  
-

NEARMAPS - PROPOSED DEMOLITION EXTENT

N.T.S

AMENDMENTS				
REV	DATE	DESCRIPTION	BY	CHK
A	25/10/2024	REPORT ISSUE SKETCH	NGF	NGF

DRAWING:	
REPORT AND SCOPE SKETCH - AERIAL IMAGERY	
PROJECT INFO:	
82 Kilvington Drive	
Emerald, VIC, 3782	
Blue Zebra Insurance Pty Ltd   Mackay	

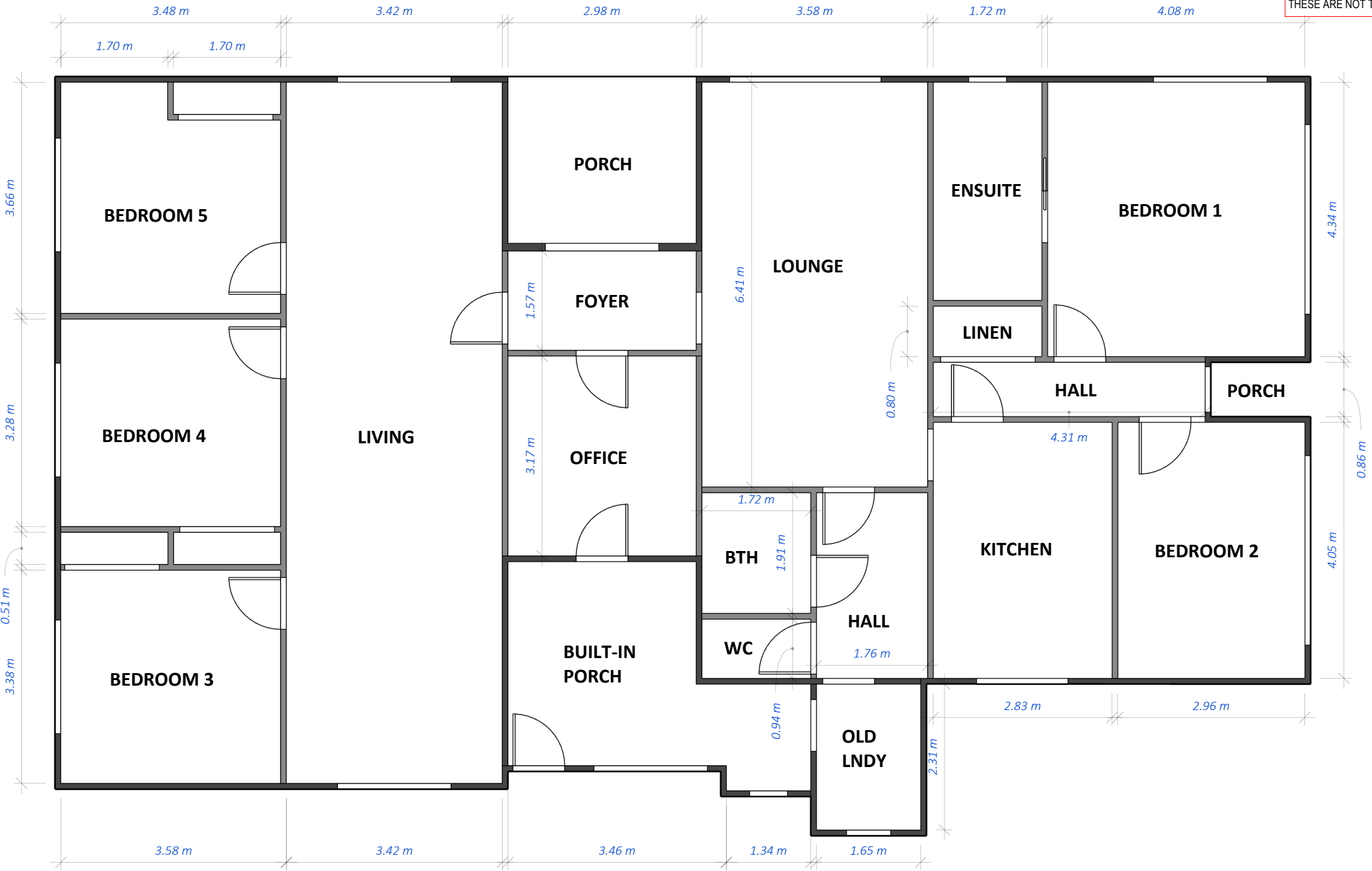
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SCALE:	VARIOUS	DATE:	25 OCT 2024
DRAWN:	NGF	CHECKED:	NF
APPROVED:	NF	SHEET:	
PROJECT No:	BCD00354	DWG No:	01
REV:	A		



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04  
-  
EXISTING LAYOUT  
1:50 @ A3



CONSULTANTS:				
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AMENDMENTS				
REV	DATE	DESCRIPTION	BY	CHK
A	25/10/2024	REPORT ISSUE SKETCH	NGF	NGF

DRAWING:	
REPORT AND SCOPE SKETCH - EXISTING LAYOUT	
PROJECT INFO:	
82 Kilvington Drive	
Emerald, VIC, 3782	
Blue Zebra Insurance Pty Ltd   Mackay	

REPORT ISSUE			
SCALE:	VARIOUS	DATE:	25 OCT 2024
DRAWN:	NGF	CHECKED:	NF
APPROVED:	NF	SHEET:	
PROJECT No:	BCD00354	DWG No:	02
REV:	A		

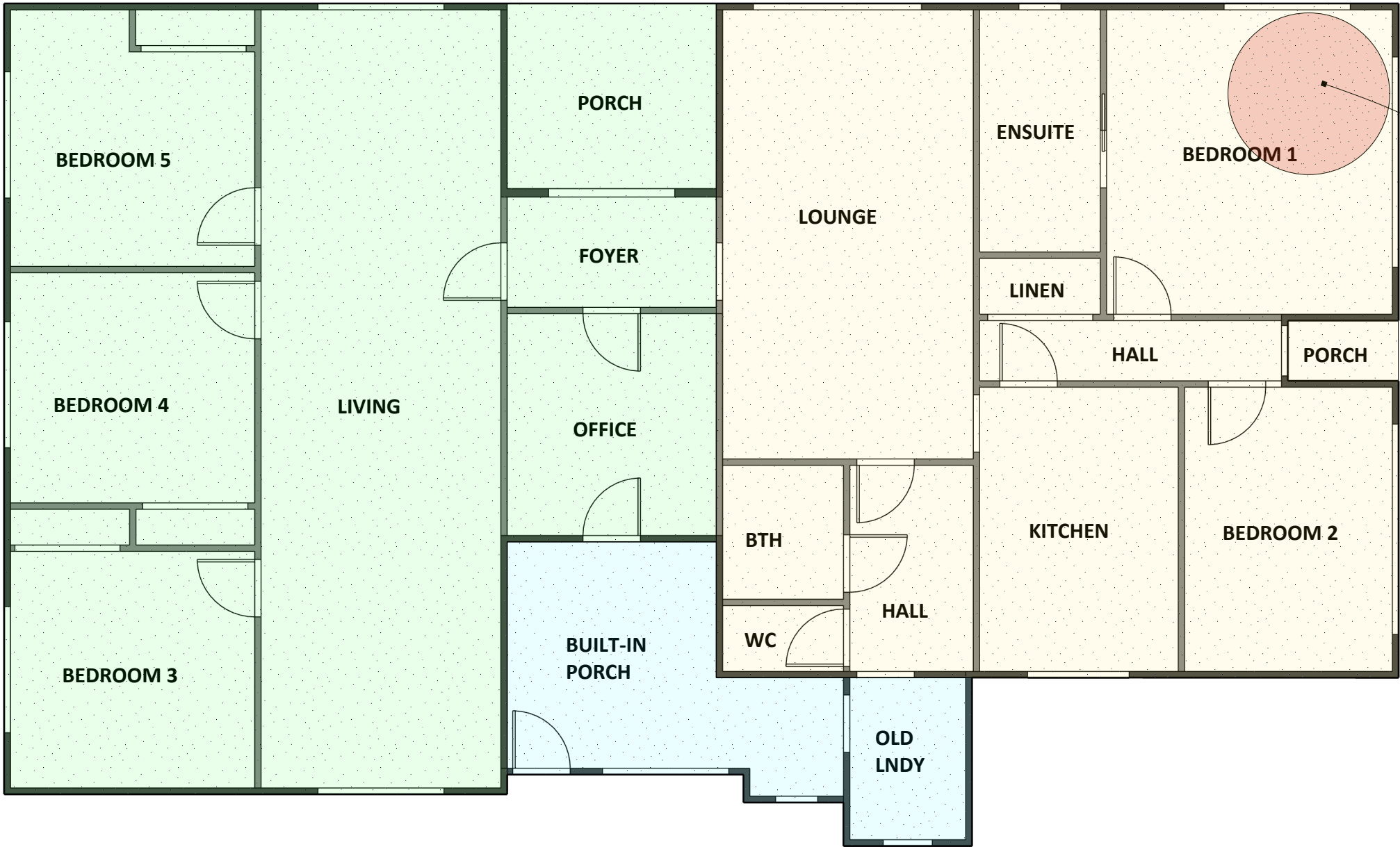
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- Retain
- Demolish
- Demolish (floor up)

05

DEMO/REPAIR PLAN

1:50 @ A3



CONSULTANTS:				

AMENDMENTS				
REV	DATE	DESCRIPTION	BY	CHK
A	25/10/2024	REPORT ISSUE SKETCH	NGF	NGF

DRAWING:	
REPORT AND SCOPE SKETCH - DEMO/REPAIR PLAN	
PROJECT INFO:	
82 Kilvington Drive	
Emerald, VIC, 3782	
Blue Zebra Insurance Pty Ltd   Mackay	

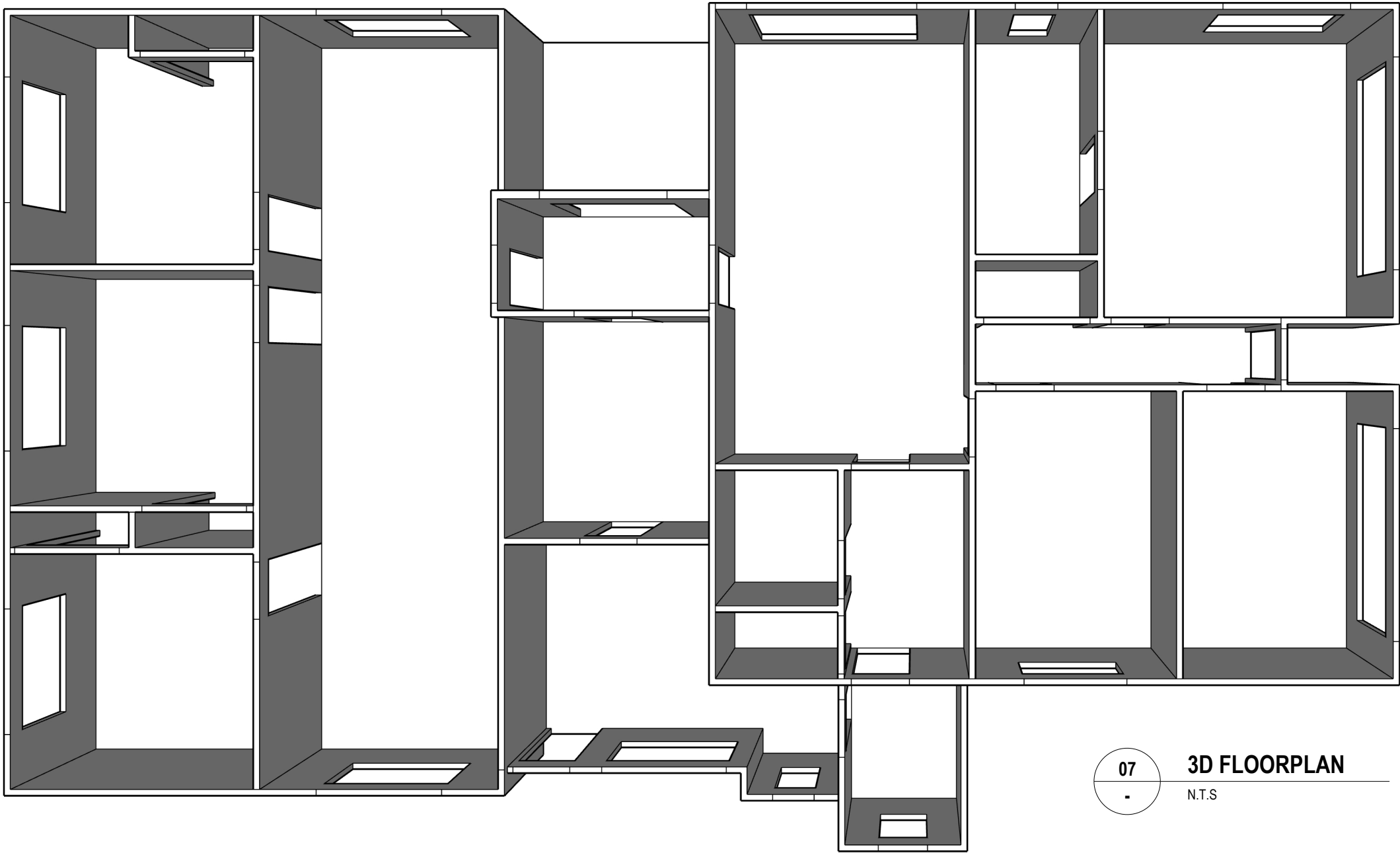
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SCALE:	VARIOUS	DATE:	25 OCT 2024
DRAWN:	NGF	CHECKED:	NF
APPROVED:	NF	SHEET:	
PROJECT No:	BCD00354	DWG No:	03
REV:	A		

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07  
- 3D FLOORPLAN  
N.T.S

AMENDMENTS				
REV	DATE	DESCRIPTION	BY	CHK
A	25/10/2024	REPORT ISSUE SKETCH	NGF	NGF

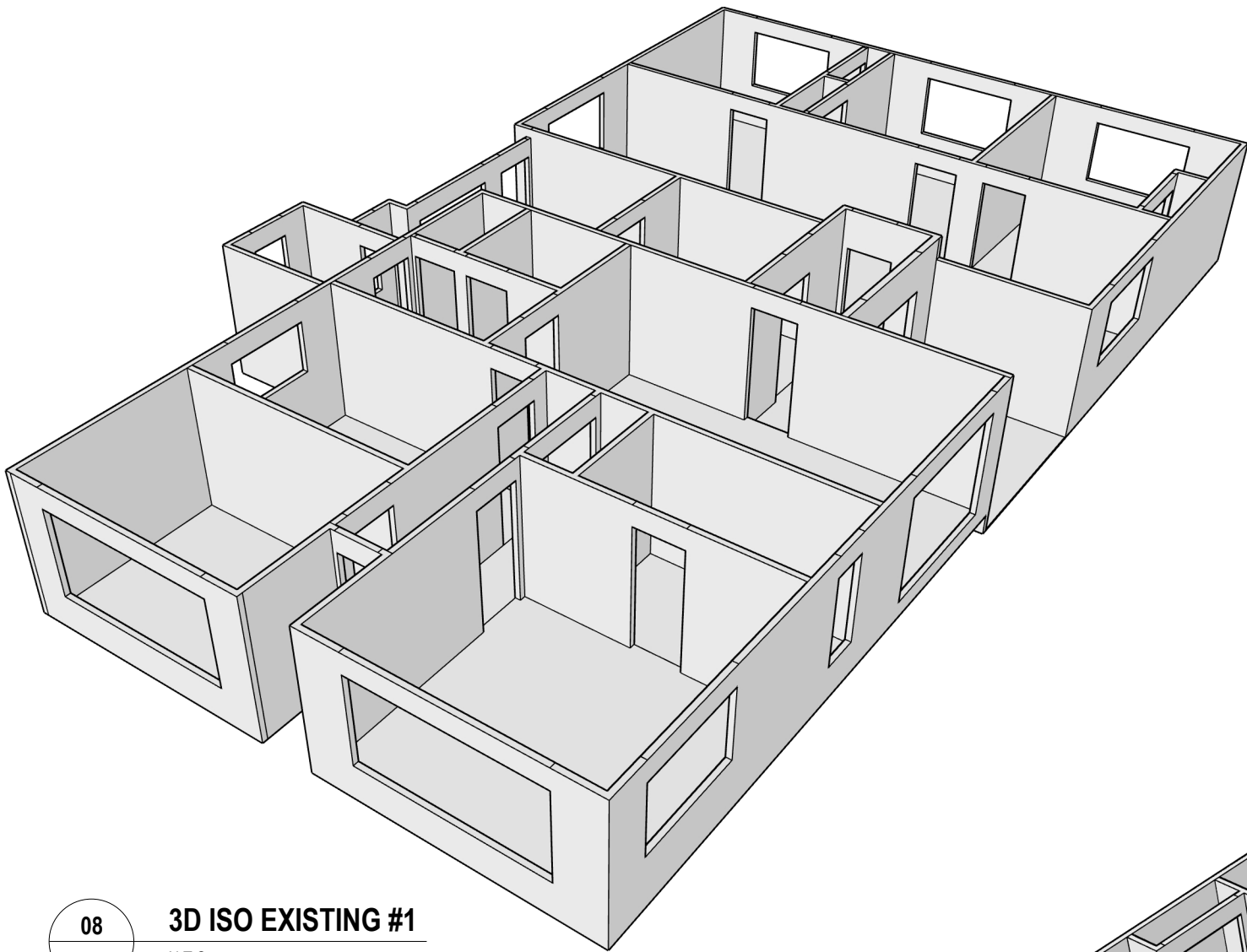
DRAWING:	
REPORT AND SCOPE SKETCH - 3D FLOORPLAN	
PROJECT INFO:	
82 Kilvington Drive	
Emerald, VIC, 3782	
Blue Zebra Insurance Pty Ltd   Mackay	

REPORT ISSUE			
SCALE:	VARIOUS	DATE:	25 OCT 2024
DRAWN:	NGF	CHECKED:	NF
APPROVED:	NF	SHEET:	
PROJECT No:	BCD00354	DWG No:	04
REV:	A		

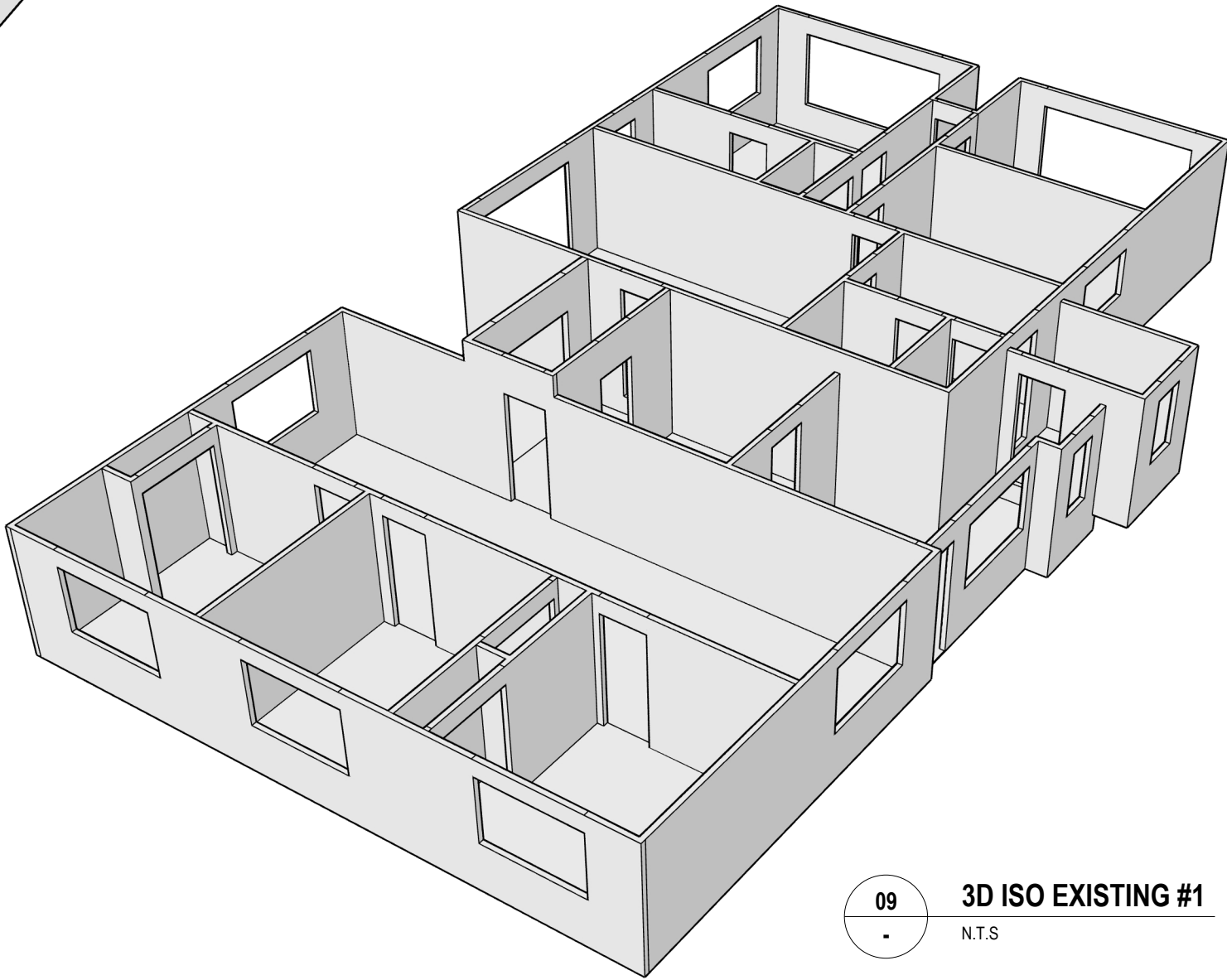
NOT FOR  
CONSTRUCTION

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08  
-  
3D ISO EXISTING #1  
N.T.S



09  
-  
3D ISO EXISTING #1  
N.T.S

AMENDMENTS				
REV	DATE	DESCRIPTION	BY	CHK
A	25/10/2024	REPORT ISSUE SKETCH	NGF	NGF

SCALE: VARIOUS	DATE: 25 OCT 2024
DRAWN: NGF	CHECKED: NF
APPROVED: NF	SHEET:
PROJECT No: BCD00354	DWG No: 05
REV: A	

**LAND INFORMATION CERTIFICATE  
SECTION 121 LOCAL GOVERNMENT ACT 2020  
LOCAL GOVERNMENT (LAND INFORMATION)  
REGULATIONS 2021**



Landata Counter Services  
DX 250639  
Melbourne Vic 3001

**CERTIFICATE NO:** 84164  
**APPLICANT REFERENCE:** 76202598-017-9  
**DATE:** 20/03/2025

This certificate PROVIDES information regarding valuations, 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 or by law of the Council.

This certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, other 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.

<b>ASSESSMENT NO:</b>	2451804200	<b>VALUATIONS</b>	
<b>PROPERTY LOCATION:</b>	82 Kilvington Dr	<b>SITE VALUE:</b>	485000
	Emerald 3782	<b>CAPITAL IMPROVED VALUE:</b>	575000
<b>TITLE DETAILS:</b>	L1 TP536597 V7045 F969	<b>NET ANNUAL VALUE:</b>	28750
		<b>LEVEL OF VALUE DATE:</b>	01/01/24
		<b>OPERATIVE DATE:</b>	01/07/24

**PROPERTY RATES & CHARGES**

Rates and charges for the financial year ending 30 June 2025

<b><u>RATES &amp; CHARGES</u></b>	<b><u>LEVIED</u></b>	<b><u>BALANCE</u></b>
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$1,140.69	\$303.68
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$179.17	\$45.50
GARBAGE	\$361.70	\$90.41
GREEN WASTE LEVY	\$0.00	\$0.00

**SPECIAL RATES /SPECIAL CHARGES**

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

**OPEN SPACE CONTRIBUTION**

**TOTAL OUTSTANDING** **\$439.59**



**Bill code:** 858944  
**Reference:** 24518042007

**LAND INFORMATION CERTIFICATE  
SECTION 121 LOCAL GOVERNMENT ACT 2020  
LOCAL GOVERNMENT (LAND INFORMATION)  
REGULATIONS 2021**

82 Kilvington Dr  
Emerald  
L1 TP536597 V7045 F969

---

**NOTICES AND ORDERS**

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

---

**OPEN SPACE CONTRIBUTION**

Any 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 of Land Act 1988 or the Local Government Act 1958:

---

**FLOOD LEVEL**

A flood level has not been designated under the Building Regulations 1994.  
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

---

**POTENTIAL LIABILITIES**

Notices and Orders issued as described above:

Other:

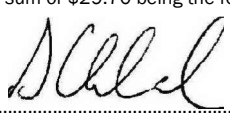
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**ADDITIONAL INFORMATION**

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

---

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer:  .....

---

**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.  
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**