



Seller disclosure statement

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller

Property address
 (referred to as the "property" in this statement)

Lot on plan description

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:

Yes *If Yes, refer to Part 6 of this statement for additional information* **No** *If No, please disregard Part 6 of this statement as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> Yes

<p>Registered encumbrances</p>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<p>Unregistered encumbrances (excluding statutory encumbrances)</p>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: <input type="text" value="Insert date range"/> » the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/> » whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in <input type="checkbox"/> Yes writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
<p>Statutory encumbrances</p>	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; min-height: 100px;"></div>
<p>Residential tenancy or rooming accommodation agreement</p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;">RESIDENTIAL</div>		
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
<p>* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i>. A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.</p>			
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>		
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>		

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: <input type="text" value="\$1,222.61"/> Date Range: <input type="text" value="01.07.25 - 31.12.25"/>
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates <input type="checkbox"/> is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: <input type="text" value="\$326.65"/> Date Range: <input type="text" value="31.05.25 - 20.08.25"/>
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: <input type="text" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert date range"/>

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. <i>(If Yes, complete the information below)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. Note —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.	<input checked="" type="checkbox"/> Yes	
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i> , section 205(4) is given to the buyer. <i>If No</i> — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Statutory Warranties	Statutory Warranties —If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.		
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme <i>(If Yes, complete the information below)</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer. <i>If No</i> — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signatures – SELLER

Signed by:

147EB819C3C84B8...
Signature of seller

Signature of seller

SALWAN GHOULAM

Name of seller

Name of seller

24-10-2025

Date

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	16031114	Search Date:	30/09/2025 10:14
Date Title Created:	28/08/1980	Request No:	53540559
Previous Title:	15963011		

ESTATE AND LAND

Estate in Fee Simple

LOT 47 BUILDING UNIT PLAN 3813

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 11361

REGISTERED OWNER

Dealing No: 720500859 04/01/2021

SALWAN GHOUAM

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10199066 (POR 32)
2. MORTGAGE No 723818323 21/01/2025 at 14:38
BENDIGO AND ADELAIDE BANK LIMITED A.C.N. 068 049 178

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Catalogued and Charted
on Gold Coast Sh. 5
on RP 165622 on 1st Sept. 1980.
C.L.S.

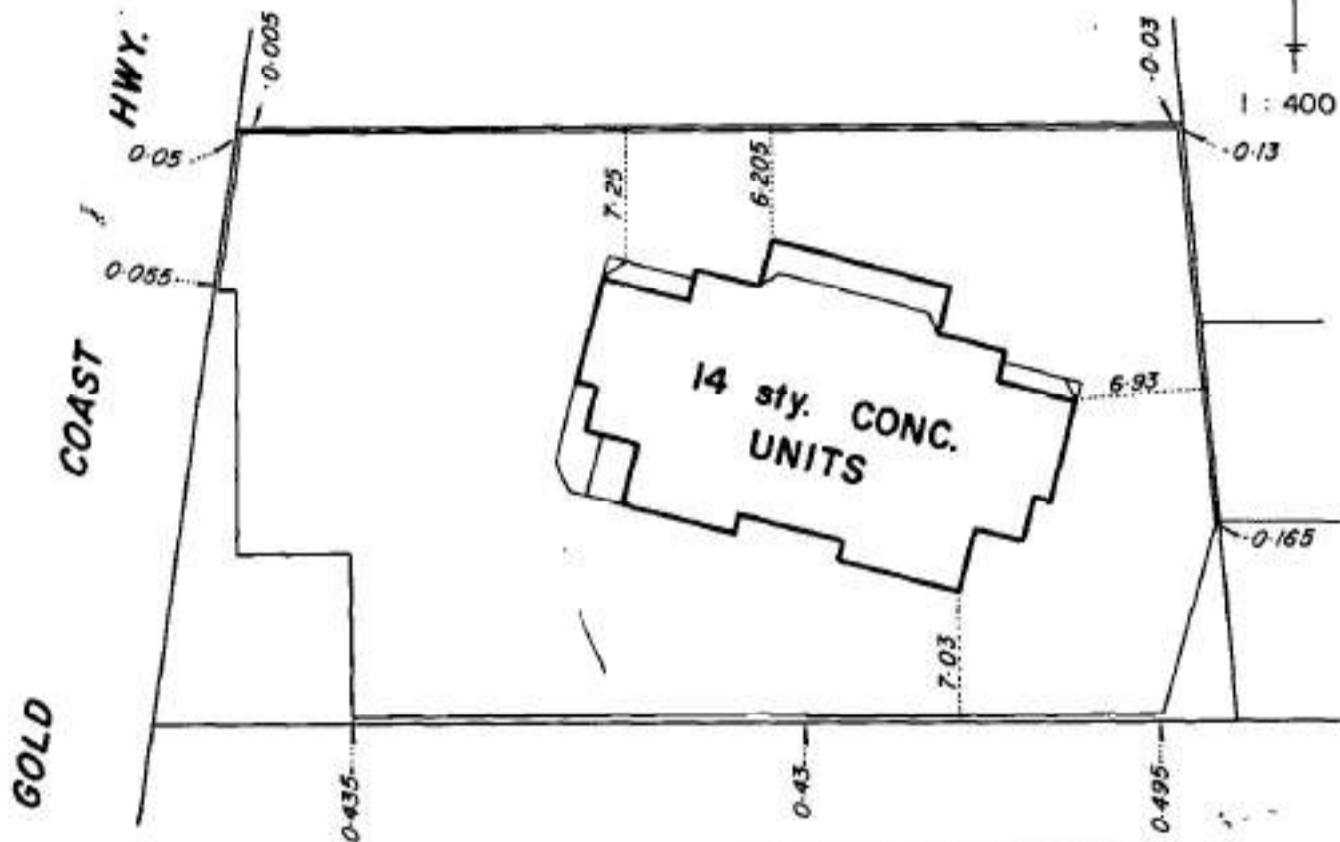
(Form 1)

REGULATION 5(a)
SHEET 1 OF 23 SHEETS

insurance/made
23/7/30

NAME OF BUILDING UNITS: "QUARTERDECK"

BUILDING UNITS PLAN NO: **3813**



SIGNATURE OF REGISTERED PROPRIETORS:

Witness: *[Signature]*
NAME OF REGISTERED PROPRIETORS:

ADDRESS: 554 DAVID STREET,
ALBURY. NSW. 2640
COUNTY: WARD
PARISH: GILSTON

REFERENCE TO TITLE: VOLUME: 5963
DESCRIPTION OF LAND: LOT 1 ON REGISTERED PLAN 165622

NAME OF BODY CORPORATE AND
ADDRESS AT WHICH DOCUMENTS
MAY BE SERVED

The Common Seal of VISCOUNT
HOLDINGS LIMITED was hereunto
affixed by authority of the Board
of Directors in the presence of

Director: *[Signature]*
Secretary: *[Signature]*

VISCOUNT HOLDINGS LIMITED

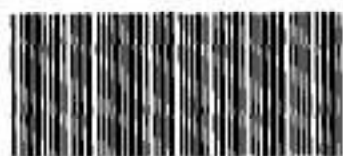
BUILDING UNITS PLAN NO: **3813**

REGISTERED: **25 AUG 1980**

REGISTRAR OF TITLES:
FOLIO: 11



THE PROPRIETORS, "QUARTERDECK",
BUILDING UNITS PLAN NO., **3813**
3265 GOLD COAST HIGHWAY,
SURFERS PARADISE. QLD. 4217



BUP3813

CMS11361

[Signature]
TOWN CLERK

Gold Coast City Council

CISP

ANNEXURE 1 TO SHEET NO. 1

OF BUILDING UNITS PLAN NO. 3813 ON 23 Sep 1980

(Sgd) G.S. Welldon
Acting REGISTRAR OF TITLES

No. G170274 Notification of Change of By Laws. First Schedule. Recorded 23 Sep 1980

(Sgd) G.S. Welldon
Acting REGISTRAR OF TITLES

No. 1869051V NOTIFICATION OF CHANGE OF BY LAWS RECORDED

6 AUG 1994

No. 700427270 NOTIFICATION OF CHANGE OF BY LAWS RECORDED

7 FEB 1996

No. 701440045 NOTIFICATION OF CHANGE OF BY LAWS RECORDED

7 FEB 1996

27

62-41464-7

(Form 2)

REGULATION 12
SHEET 2 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

I, Peter Busby, of Surfers Paradise, Licensed Surveyor under the "Surveyors Act, 1977", do hereby certify that the building shown on the Building Units Plan to which this Certificate is annexed, is within the external surface boundaries of the parcel the subject of the Building Units Plan.

Dated this twentieth-third day of June, 1980.

P. Busby
Licensed Surveyor

allan pue

Town Clerk
Gold Coast City Council

(Form 3)

REGULATION 13
SHEET 3 OF 23 SHEETS

BUILDING UNITS PLAN NO. **3813**

GOLD COAST CITY

Council certifies that the proposed subdivision of the parcel, as illustrated in the Building Units Plan, has been approved by the Gold Coast City Council and that all requirements of "The Local Government Acts, 1936 to 1980" have been complied with in regard to the subdivision.



MAYOR



TOWN CLERK

GOLD COAST CITY COUNCIL

(Form 11)

REGULATION 13A
SHEET 4 OF 23 SHEETS

BUILDING UNITS PLAN NO. **3813**

I, **TONY ELWIN** of **COOLANGATTA**

~~XX~~

~~XXXXXXXXXX~~ *a Building Inspector appointed by the Gold Coast City Council, do hereby certify that the building shown on the Building Units Plan to which this certificate is annexed has been substantially completed in accordance with plans and specifications approved by the Gold Coast City Council.

Handwritten signature: T. Elwin

Dated this **SEVENTEENTH** day of **JULY** 1980.

* Cross out whichever is inapplicable.

Handwritten signature: [Signature]
TOWN CLERK

GOLD COAST CITY COUNCIL

REGULATION 14
SHEET 5 OF 23 SHEETS

(Form 4)
BUILDING UNITS PLAN NO: **3813**

SCHEDULE OF UNIT ENTITLEMENT AND REFERENCE TO
CURRENT CERTIFICATE OF TITLE

UNIT NO.	LEVEL	ENTITLEMENT	CURRENT CERTIFICATES OF TITLE	
			VOLUME	FOLIO
1	C	31	6031	68
2	C	23	6031	69
3	D	27	6031	70
4	D	25	6031	71
5	D	25	6031	72
6	D	24	6031	73
7	E	28	6031	74
8	E	26	6031	75
9	E	25	6031	76
10	E	25	6031	77
11	F	28	6031	78
12	F	26	6031	79
13	F	26	6031	80
14	F	25	6031	81
15	G	29	6031	82
16	G	27	6031	83
17	G	26	6031	84
18	G	26	6031	85
19	H	29	6031	86
20	H	27	6031	87
21	H	27	6031	88
22	H	26	6031	89
23	I	29	6031	90
24	I	28	6031	91
25	I	27	6031	92
26	I	27	6031	93
27	J	30	6031	94
28	J	28	6031	95
29	J	27	6031	96
30	J	27	6031	97
31	K	30	6031	98
32	K	28	6031	99
33	K	28	6031	100
34	K	27	6031	101
35	L	30	6031	102
36	L	28	6031	103
37	L	28	6031	104
38	L	28	6031	105
39	M	30	6031	106
40	M	29	6031	107
41	M	28	6031	108
42	M	28	6031	109
43	N	31	6031	110
44	N	29	6031	111
45	N	28	6031	112
46	N	28	6031	113
47	O	31	6031	114
48	O	29	6031	115
49	O	29	6031	116
50	O	28	6031	117
51	P	32	6031	118
52	P	30	6031	119
53	P	30	6031	120
54	P	29	6031	121

TOTAL: 1,500

Signature of Registered Proprietors:

Witness: *[Signature]*
Proprietor

The Common Seal of VISCOUM HOLDINGS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of
Director *[Signature]*
Secretary *[Signature]*

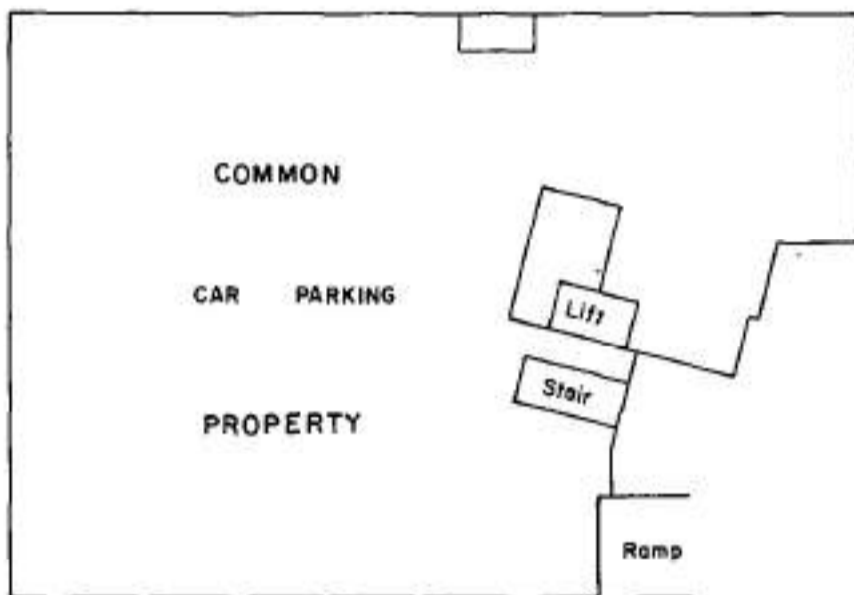
[Signature]
TOWN CLERK
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 6 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'A'



Floor areas are approximate only.

The Common Seal of VISCOUNT HOLDINGS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Signature of Registered Proprietors:

Director [Signature]

Witness:

[Signature]
[Signature]

Secretary [Signature]

[Signature]
TOWN CLERK

Gold Coast City Council

(Form 5)

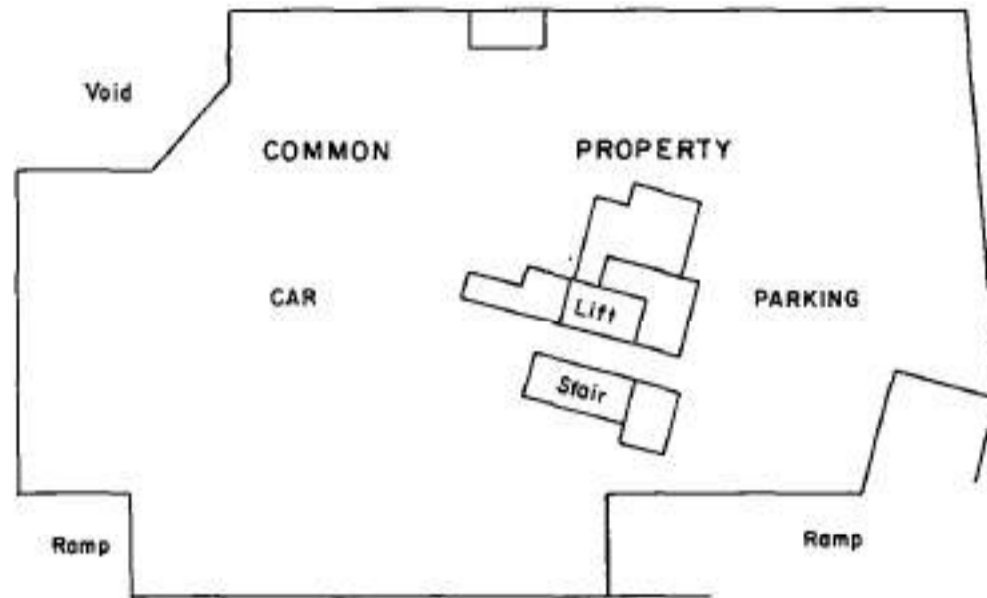
REGULATION 15
SHEET 7 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'B'



1 : 400



Floor areas are approximate only.

The Common Seal of MLCOUNTY HOLDINGS LIMITED was herewith affixed by authority of the Board of Directors in the presence of.

Signature of Registered Proprietors:

Director [Signature]

Secretary [Signature]

Witness:

[Signature]
Collector

[Signature]
TOWN CLERK

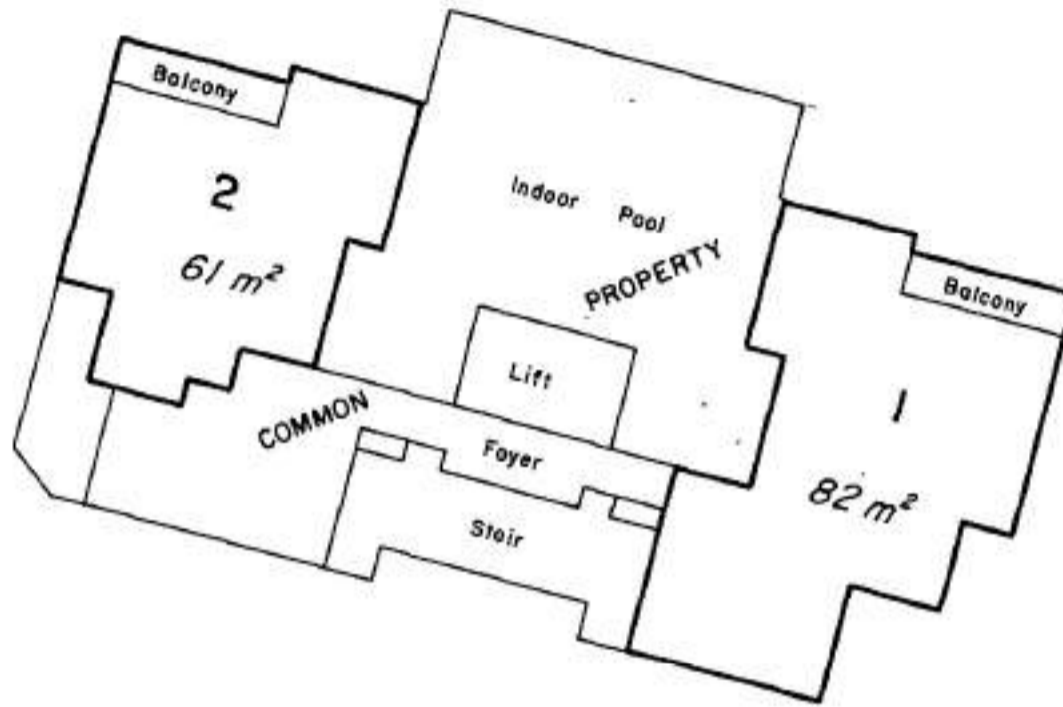
Gold Coast City Council

{Form 5}

REGULATION 15
SHEET 8 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'C'



1 and 2 - RESIDENTIAL

It is stipulated that the height of the uncovered part of each unit is restricted to the ceiling height of that unit.

Floor areas are approximate only.

Signature of Registered Proprietors:

Witness:

P. L. Good
Proprietor

The Common Seal of VIECOUNT HOLDINGS LIMITED was herewith affixed by authority of the Board of Directors in the presence of

Director

Secretary

Alan Powell
 TOWN CLERK

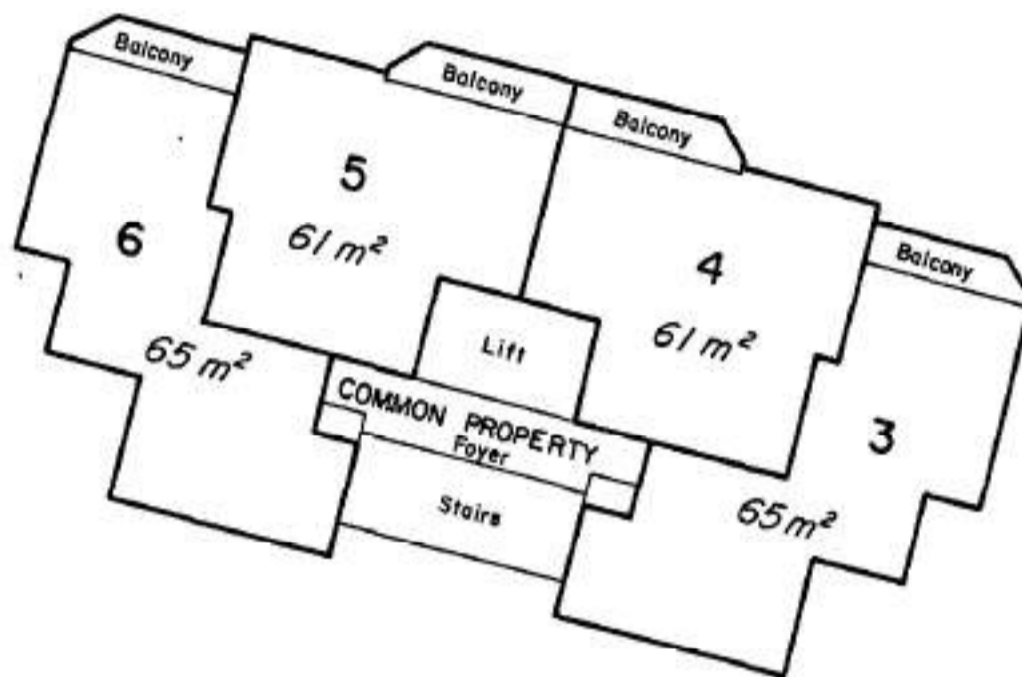
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 9 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'D'



3 to 6 - RESIDENTIAL

Floor areas are approximate only.

Signature of Registered Proprietors:

Witness:

R. L. Gool
Proprietor

The Common Seal of VICCOUNT
HOLDINGS LIMITED was hereunto
affixed by authority of the Board
of Directors in the presence of

Director *[Signature]*

Secretary *[Signature]*

[Signature]
TOWN CLERK

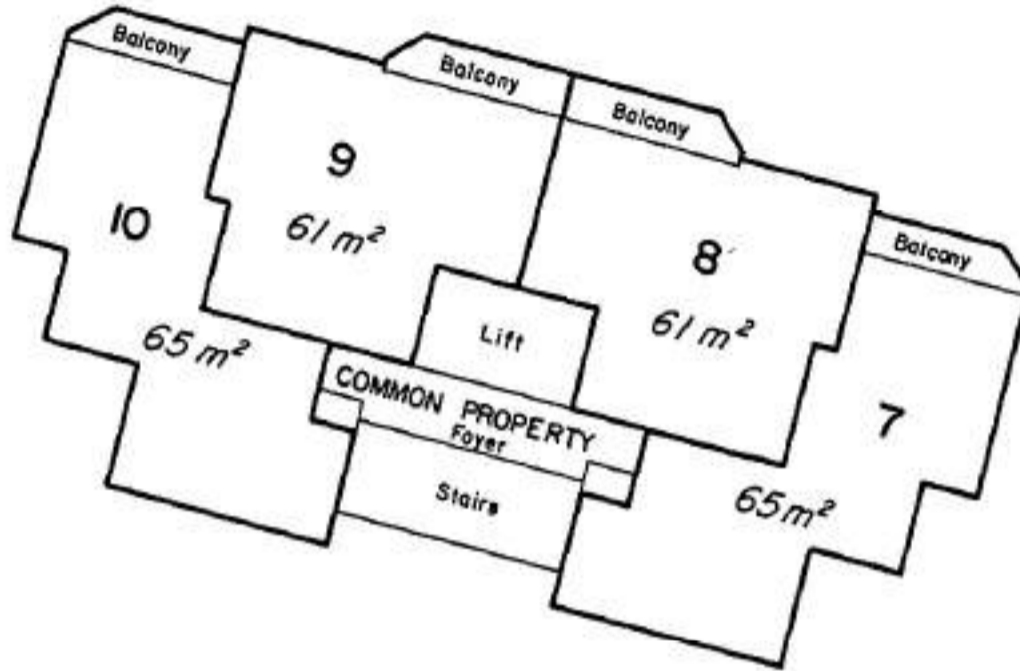
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 10 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'E'



7 to 10 - RESIDENTIAL

Floor areas are approximate only.

Signature of Registered Proprietors:

Witness:

A. L. Good
Proprietor

The Common Seal of VISCOUNT HOLDINGS LIMITED was hereto affixed by authority of the Board of Directors in the presence of

Director

Secretary

Alan J. ...
TOWN CLERK

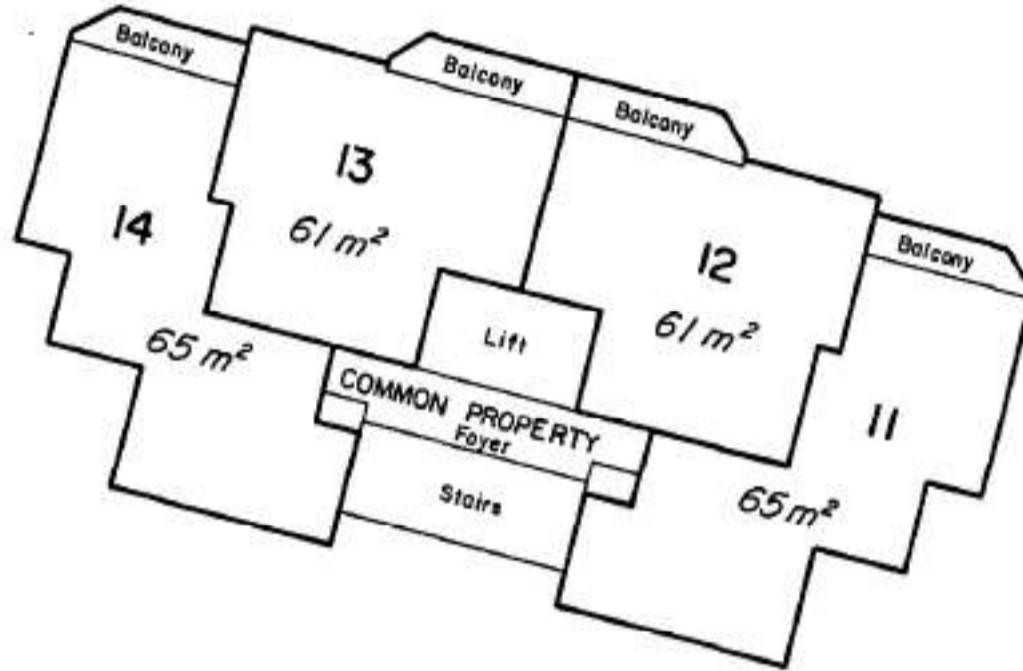
Gold Coast City Council

[Form 5]

REGULATION 15
SHEET 11 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'F'



11 to 14 - RESIDENTIAL

Floor areas are approximate only.

The Common Seal of WILCOUNT HOLDINGS LIMITED was hereto affixed by authority of the Board of Directors in the presence of

Signature of Registered Proprietors:

Witness:

R. L. Spel
Proprietor

Director *[Signature]*
Secretary *[Signature]*

[Signature]
TOWN CLERK

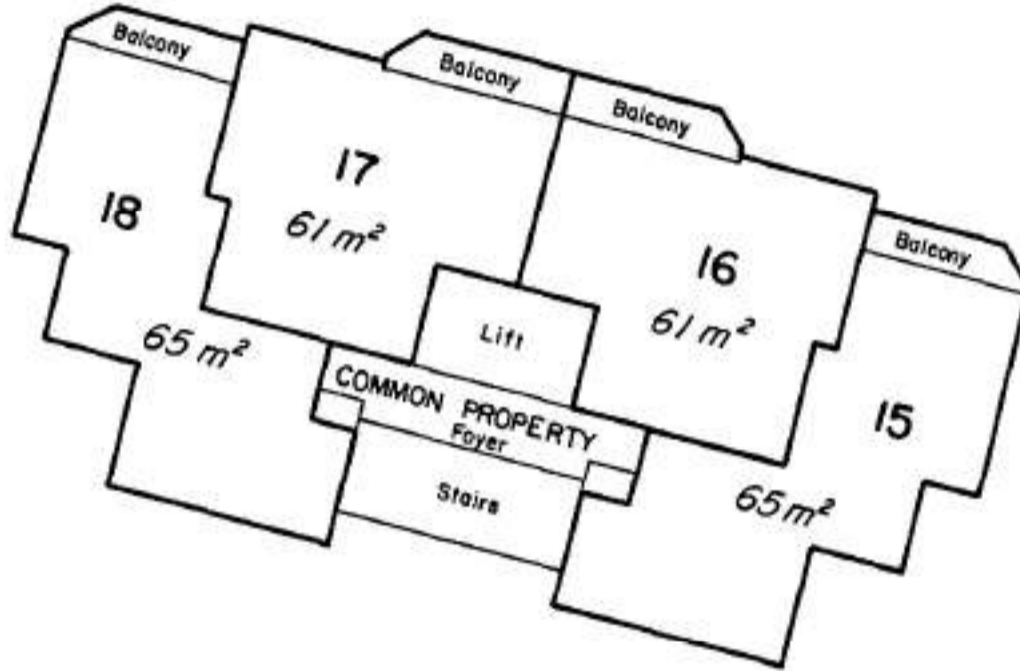
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 12 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'G'



15 to 18 - RESIDENTIAL

Floor areas are approximate only.

Signature of Registered Proprietors:

Witness:

P. L. Goff
Proprietor

The Common Seal of **WISCONSIN HOLDINGS LIMITED** was hereunto affixed by authority of the Board of Directors in the presence of

Director *[Signature]*

Secretary *[Signature]*

[Signature]

TOWN CLERK

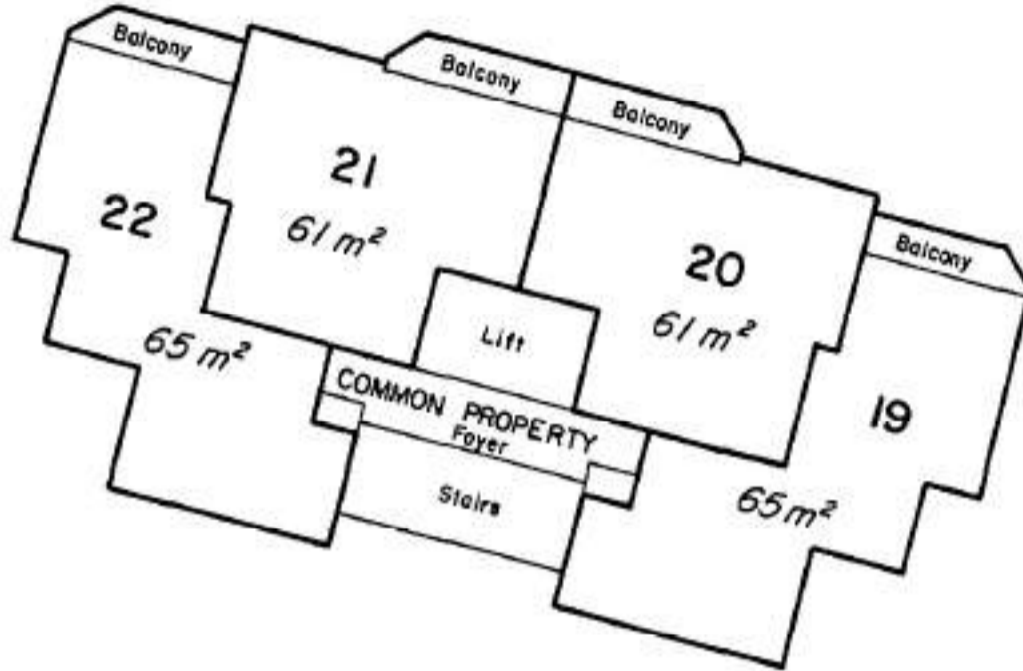
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 13 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'H'



19 to 22 - RESIDENTIAL

Floor areas are approximate only.

Signature of Registered Proprietors:

The Common Seal of VICCOUNT HOLDINGS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Director [Signature]

Secretary [Signature]

Witness:

[Signature]
[Signature]

[Signature]
TOWN CLERK

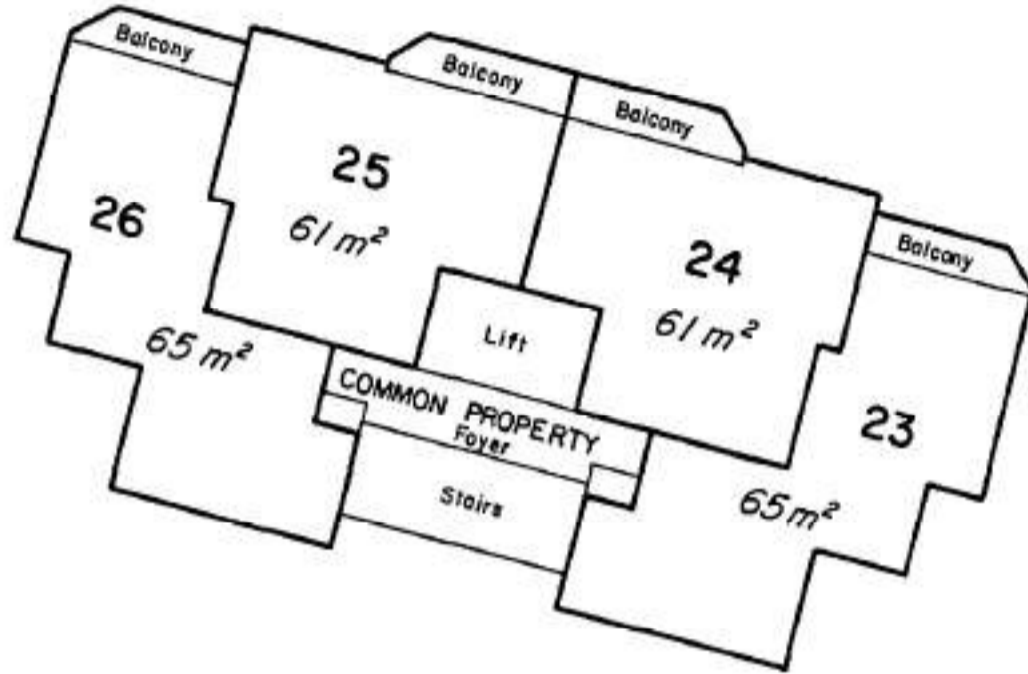
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 14 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'I'



23 to 26 - RESIDENTIAL

Floor areas are approximate only.

Signature of Registered Proprietors:

Witness:

[Handwritten signature]
[Handwritten signature]

The Common Seal of VISCOUNT HOLDINGS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Director *[Handwritten signature]*

Secretary *[Handwritten signature]*

[Handwritten signature]

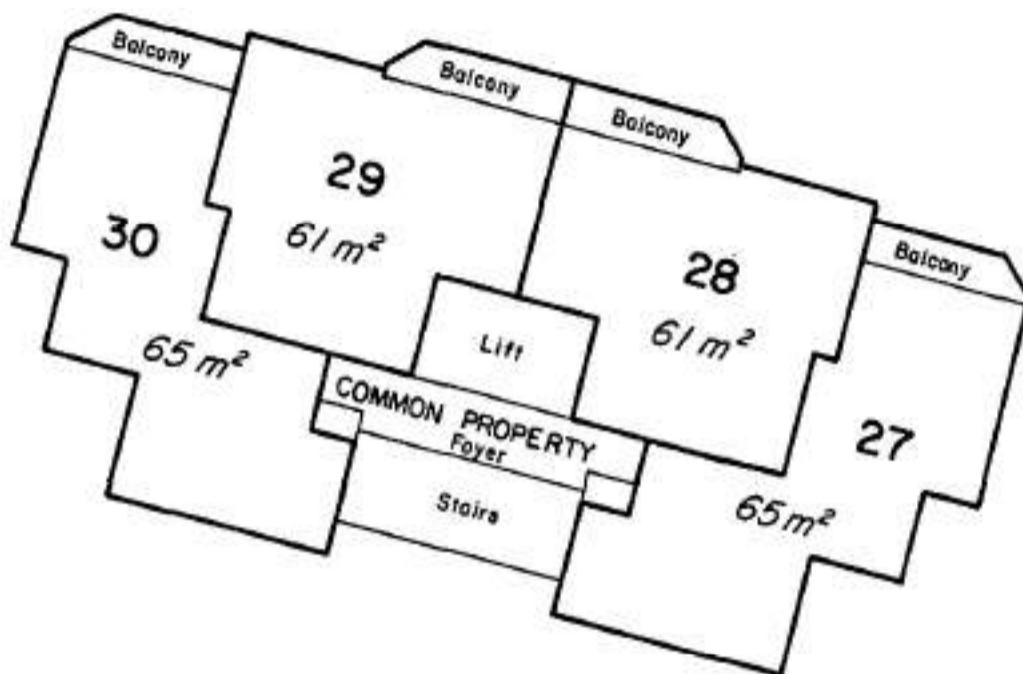
TOWN CLERK
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 15 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'J'



1 : 200

27 to 30 - RESIDENTIAL

Floor areas are approximate only.

The Common Seal of VICCOUNT HOLDINGS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Signature of Registered Proprietors:

Director [Signature]

Witness:

[Signature]
[Signature]

Secretary [Signature]

[Signature]
TOWN CLERK

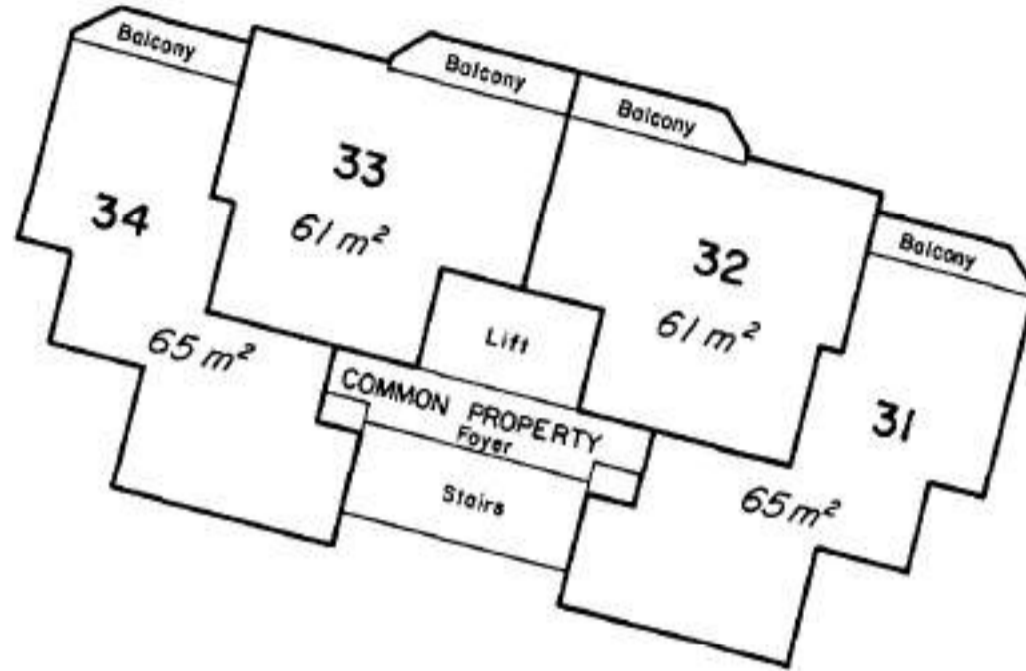
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 16 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'K'



31 to 34 - RESIDENTIAL

Floor areas are approximate only.

Signature of Registered Proprietors:

The Common Seal of VISCOUNT HOLDINGS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Director [Signature]

Secretary [Signature]

Witness:

[Signature]
[Signature]

[Signature]
TOWN CLERK

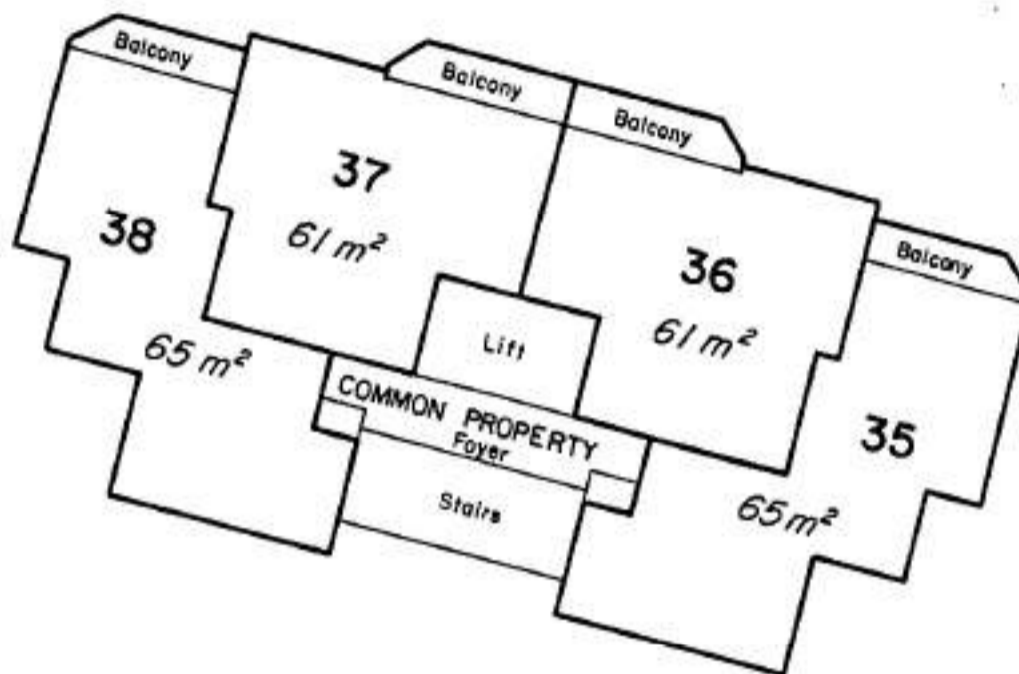
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 17 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'L'



35 to 38 - RESIDENTIAL

Floor areas are approximate only.

Signature of Registered Proprietors:

The Common Seal of VISCOUSIT HOLDINGS LIMITED was hereto affixed by authority of the Board of Directors in the presence of

Director [Signature]

Secretary [Signature]

Witness:

[Signature]
Director

[Signature]
TOWN CLERK

Gold Coast City Council

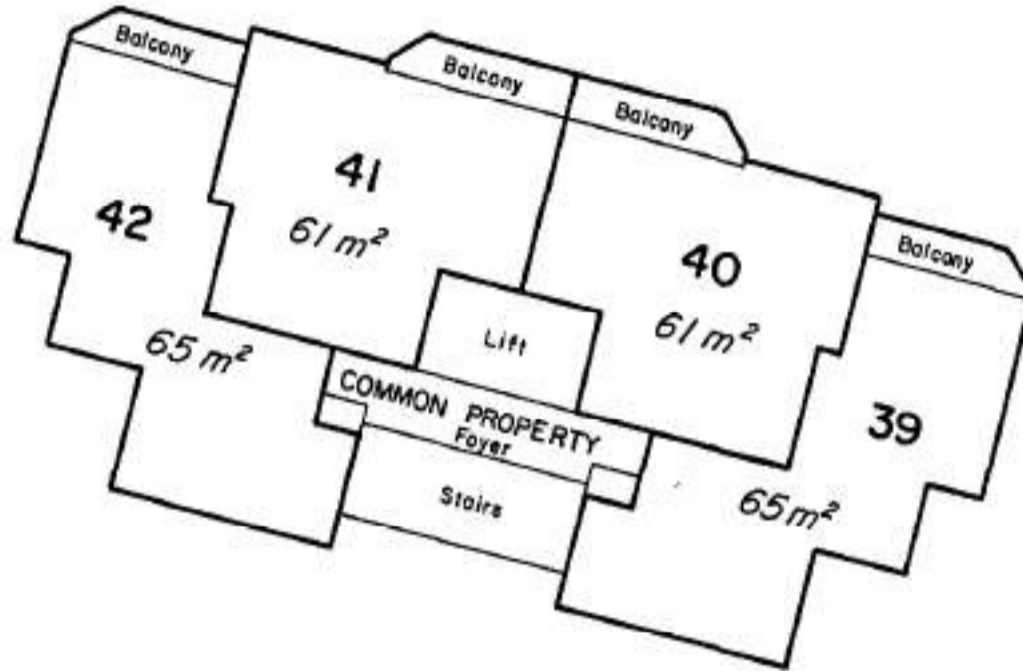
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 18 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'M'



39 to 42 - RESIDENTIAL

Floor areas are approximate only.

Signature of Registered Proprietors:

The Common Seal of VICCOUJ HOLDINGS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Director [Signature]

Secretary [Signature]

Witness:

[Signature]
Director

[Signature]
TOWN CLERK

Gold Coast City Council

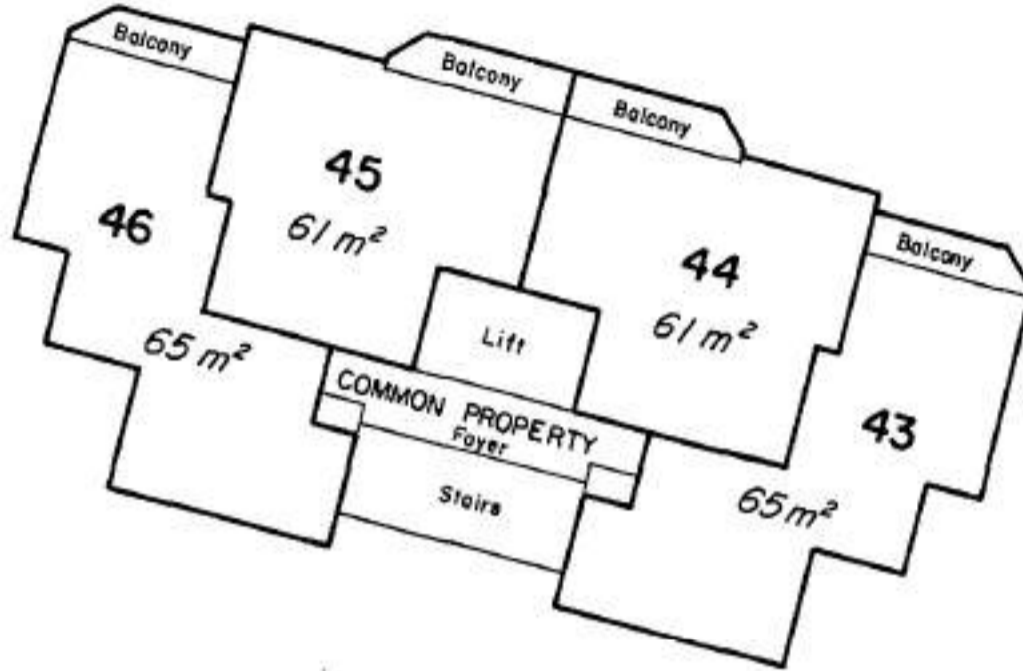
(Form 5)

REGULATION 15

SHEET 19 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'N'



1 : 200

43 to 46 - RESIDENTIAL

Floor areas are approximate only.

The Common Seal of VISCOUNT HOLDINGS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Signature of Registered Proprietors:

Director [Signature]

Secretary [Signature]

Witness:

[Signature]
[Signature]

[Signature]
TOWN CLERK

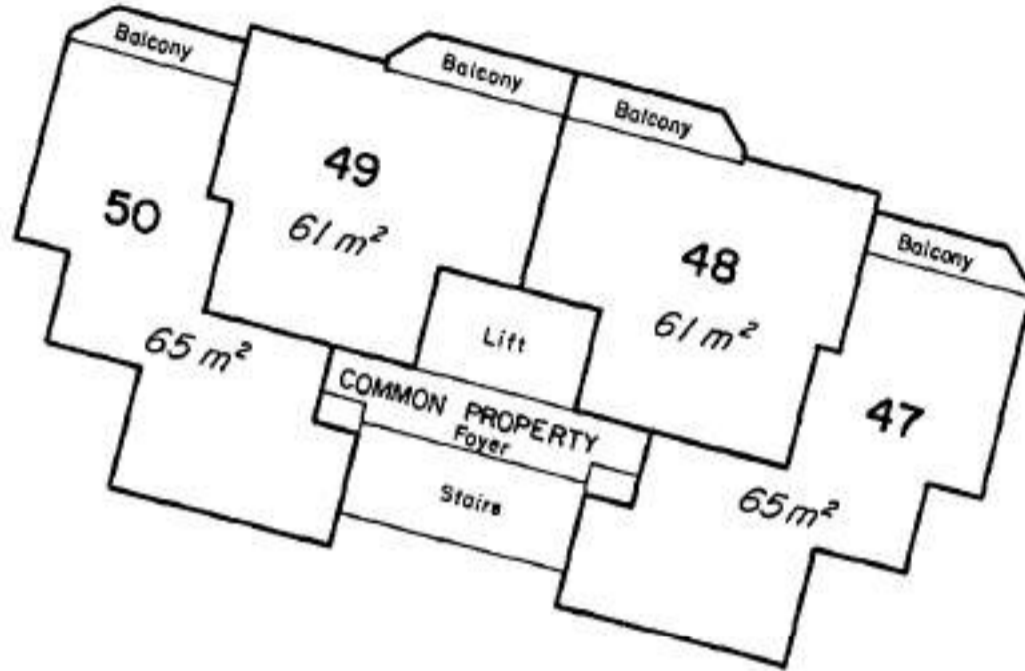
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 20 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL '0'



47 to 50 - RESIDENTIAL

Floor areas are approximate only.

The Common Seal of **WILCOX HOLDINGS LIMITED** was hereto affixed by authority of the Board of Directors in the presence of

Signature of Registered Proprietors:

Director [Signature]

Secretary [Signature]

Witness:

[Signature]
[Signature]

[Signature]
TOWN CLERK

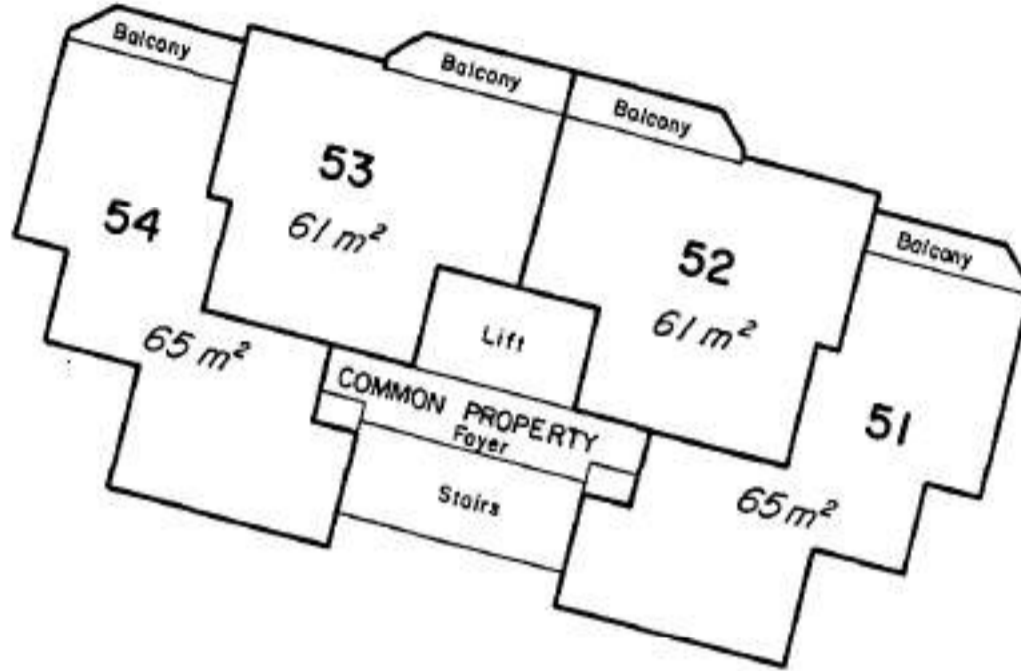
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 21 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'P'



51 to 54 - RESIDENTIAL

Floor areas are approximate only.

The Common Seal of VISCOUNT HOLDINGS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Signature of Registered Proprietors:

Director _____
 Secretary J.H. [Signature]

Witness:

[Signature]
[Signature]

[Signature]
 TOWN CLERK

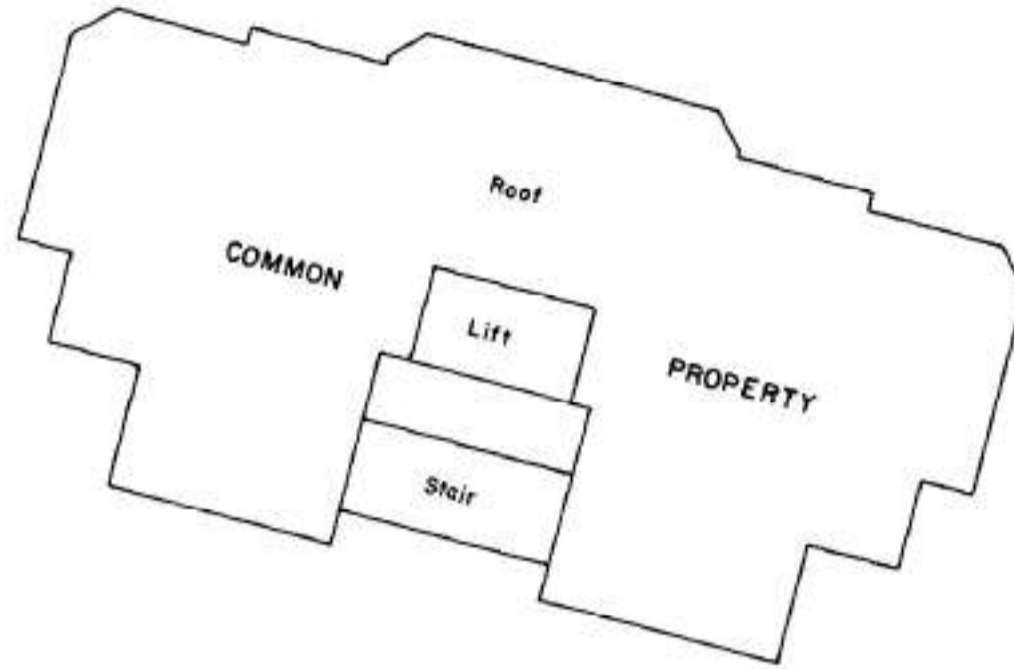
Gold Coast City Council

(Form 5)

REGULATION 15
SHEET 22 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'G'



Floor areas are approximate only.

The Common Seal of VISCOUNT HOLDINGS LIMITED was hereto affixed by authority of the Board of Directors in the presence of

Signature of Registered Proprietors:

Director [Signature]

Secretary [Signature]

Witness:

[Signature]
[Signature]

[Signature]
TOWN CLERK

Gold Coast City Council

(Form 5)

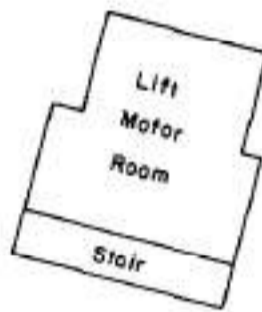
REGULATION 15
SHEET 23 OF 23 SHEETS

BUILDING UNITS PLAN NO: **3813**

LEVEL 'R'



1 : 200



COMMON
PROPERTY

Floor areas are approximate only.

The Common Seal of VESCOMT
HOLDINGS LIMITED was hereto
affixed by authority of the Board
of Directors in the presence of

Signature of Registered Proprietors:

Director *[Signature]*

Secretary *[Signature]*

Witness:

[Signature]
[Signature]

[Signature]
TOWN CLERK

Gold Coast City Council

MORTGAGEE'S CONSENT

3813



To: The Registrar of Titles,
BRISBANE.

A.G.C. (ADVANCES) LIMITED being the registered Mortgagee of an estate in fee simple under and by virtue of Bill of Mortgage No. F873178 of the land described as Lot 1 on registered Plan No. 165622 in the County of Ward Parish of Gilston containing an area of 1698 square metres more or less DOES HEREBY CONSENT to the registration of Building Units Plan No. **3813**

Dated at Brisbane this 20th day of August 1980

A.G.C. (ADVANCES) LIMITED
by its duly constituted
Attorney RAY ALAN BEALE
(Registered Power of Attorney
No. G4641) who hereby declares
that he is the MANAGER (QUEENSLAND)
PROPERTY FINANCE of the Company
in the presence of :

A.G.C. (ADVANCES) LIMITED
by its duly constituted Attorney

A handwritten signature in cursive script, appearing to be 'R. Beale', written over a dotted line.

A large, stylized handwritten signature in cursive script, written over the text 'A Justice of the Peace'.

A Justice of the Peace

MINUTES OF THE FIRST MEETING OF THE
BODY CORPORATE OF "QUARTERDECK"
BUILDING UNITS PLAN NO. 3813

Held at Selby House, 23 Elkhorn Avenue,
Surfers Paradise on 5th September, 1970

- PRESENT:** Mr. J.I. Hanrahan (Chair), Mr. John Hanrahan,
Mr. J. O'Connell.
- COUNCIL:** The following members were appointed to form the
Council of The Body Corporate:
Messrs. J.I. Hanrahan, John Hanrahan and J. O'Connell.
Mr. John Hanrahan was appointed Secretary to
The Body Corporate.
- MAINTENANCE LEVY:** IT WAS RESOLVED to charge a maintenance levy of
\$ 18.00 per annum per unit entitlement payable quarterly
in advance to The Body Corporate.
CARRIED UNANIMOUSLY.
- INSURANCE:** It was agreed to effect Body Corporate and Public
Liability insurance with Preservatrice Insurance
Australia Ltd., in the amounts of \$
and \$ respectively from the date of
registration of the Building Units Plan and to be
responsible for future payments of premium.
- COMMON SEAL:** IT WAS RESOLVED to obtain a Common Seal for affixing
to documents on behalf of The Body Corporate and that
the seal remain in the custody of the Secretary for
the time being to The Body Corporate.
CARRIED UNANIMOUSLY
- BANK ACCOUNT:** IT WAS RESOLVED that a bank account in the name of
The Body Corporate be opened with the Bank of New
South Wales, Surfers Paradise. CARRIED UNANIMOUSLY
- AMENDMENT TO BY-LAWS:** Pursuant to Section 13(4) of "The Building Units
Titles Act of 1965" IT WAS RESOLVED to add to, amend
or repeal the By-Laws in the First Schedule to the
above Act as they apply to the building referred to
in Building Units Plan No. as follows:
1. By amending By-Law 2 by adding at the end of Clause
(b) thereof the following -
"Provided that no alterations or additions to the
common property (other than for the aforesaid
purposes) shall be carried out except by special
resolution of the Body Corporate".
 2. By amending By-Law 3 by deleting Clause 3(f).
 3. By amending By-Law 3 by adding the following
By-Law 3(a) -
"3(a) The Body Corporate may grant to a proprietor
or to some proprietors the right to the exclusive
use and enjoyment of the common property or part
thereof or special privileges in respect thereof

- upon such terms as are set out in the resolution".
4. By deleting By-Law 4 and substituting therefor the following-
 4. Council of Body Corporate. The powers and duties of The Body Corporate (other than those required to be exercised by a unanimous resolution or a special resolution whether by these By-Laws or "The Building Units Titles Act 1965-1972") shall, subject to any restriction imposed or direction given at a general meeting be exercised and performed by the Council of The Body Corporate. A meeting of the Council at which a quorum is present shall be competent to exercise all or any of its authorities functions or powers".
 5. By deleting By-Law 5 and substituting therefor the following -
 - "5(a) The Council shall consist of not less than three and not more than five proprietors and shall be elected at each annual general meeting; provided that for 12 months from the date of registration of the Building Units Plan VISCOUNT HOLDINGS LIMITED while it remains a proprietor of any unit, shall be entitled to nominate three members of the Council.
 - (b) The nominees of VISCOUNT HOLDINGS LIMITED shall be appointed to the Council and may only be removed from the Council by written notice from VISCOUNT HOLDINGS LTD;
 - (c) The first Council shall consist of three nominees of VISCOUNT HOLDINGS LIMITED. The first two purchasers to effect settlement of the purchase of their respective units with VISCOUNT HOLDINGS LIMITED and who notify the Council in writing that they wish to become members of the Council, shall become members of the Council".
 6. By inserting immediately after By-Law 5 the following By-Law 5A -
 - "5A. A member of the Council shall be either a proprietor or the nominee of a proprietor or the nominee of a Mortgagee of any units".
 7. By amending By-Law 6 by adding at the end thereof the following i-
 - "Provided that VISCOUNT HOLDINGS LIMITED or the nominee of VISCOUNT HOLDINGS LIMITED on the Council may not be removed from the Council other than by VISCOUNT HOLDINGS LIMITED while holding office in accordance with By-Law 5 hereof".
 8. By amending By+Law 8 by adding at the end thereof the following-
 - "For the purposes of a quorum of the Council a member of the Council may be present personally or by proxy, Where the same person is a proxy for more than one member of the Council each of those members shall be deemed to be present".
 9. By amending By-Law 10 by adding at the end thereof the following-
 - "In the event of a deadlock in the voting for the position of chairman, the election of chairman shall be determined by lot".
 10. By amending By-Law 12 by adding the following By-Law 12A-
 - "12A. A member of the Council may appoint a proxy to ~~and~~ attend and vote at meetings of the Council on his behalf. An instrument appointing a proxy shall be in writing under the hand of the appointer or his Attorney and may be either general or for a particular meeting and may specify the manner in which and the purpose for which the proxy shall vote. A proxy need not be a proprietor".
 11. By amending By-Law 18 by deleting the first paragraph thereof and substituting therefor the following -
 - "The Council may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled

-3-

to 25% of the total unit entitlement of the units (or the nominees of such proprietors, or the Mortgagees or the nominees of the Mortgagees of such units, or all or any of them) convene an extraordinary general meeting

12. By deleting By-Law 19 and substituting in lieu thereof the following -
 "19. Subject to the provisions of the By-Laws relating to special resolutions seven days notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of such business shall be given to all proprietors and registered first mortgagees who have notified their interests to the Body Corporate but accidental omission to give such notice to any proprietor or to any registered first mortgagee or non-receipt of such notice by any proprietor or by any registered first mortgagee shall not invalidate any proceedings at any such meeting".
13. By amending By-Law 21 by deleting the last sentence thereof and substituting therefor the following -
 "One quarter of the persons entitled to vote and representing not less than one quarter of the total unit entitlement in the building present in person or by proxy shall constitute a quorum".
14. By amending By-Law 22 by deleting the words "if convened upon the requisition of proprietors shall be dissolved" and by substituting therefor the following words "if convened upon requisition or by requisitionists shall be dissolved".
15. By amending By-Law 24 by adding thereto the following-
 "and in the case of a deadlock in the election of chairman the position shall be determined by lot".
16. By amending By-Law 29 by deleting the whole thereof and substituting therefor the following By-Law 29-
 "29. Votes of proprietors: On a show of hands each proprietor shall have one vote in respect of each unit owned by him, subject however to the provisions of Sections 26 of "The Building Units Titles Act 1965-1972" and By-Laws 33, 34 and 35 of these By-Laws; on a poll the votes of proprietors shall correspond with the unit entitlement of their respective units".
17. By deleting By-Law 31 and substituting in lieu thereof the following -
 "31. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting and may specify the manner in which and the purpose for which the proxy shall vote. A proxy need not be a proprietor".
18. By amending By-Law 38 by adding the following-
 "provided that where all the persons entitled to receive Notice of a general meeting so agree, a resolution may be passed as a special resolution upon less than fourteen days notice, or without notice".
19. By amending By-Law 40 by deleting the word "State" and substituting therefor the words "Commonwealth of Australia".
20. By adding the following By-Law-
 "41. The proprietor for the time being of each unit in the building shall be entitled to the exclusive use for himself and his licencees of the car space or spaces the identifying number or numbers of which shall be notified in writing by VISCOUNT HOLDINGS LIMITED to the Council of The Body Corporate within 12 months after the date of registration of The Building Units Plan provided that in respect of those car spaces

allocated pursuant to this By-Law, the Council is hereby authorised to vary the allocations so made and to transpose car spaces from one unit to another unit at any time and from time to time on the written request of the proprietors of the units involved".

* 21. As below. Carried Unanimously
PROPOSED SECOND SCHEDULE BY-LAWS

1. Outside wireless and television aerials may not be erected without written permission of the Council.
2. No structural alteration shall be made to any unit (including any alteration to gas, water or electrical installations) without the prior permission in writing of the Council.
3. Proprietors shall not paint or affix any signs, advertisements, notices or posters to or on any part of the premises, nor do anything to vary the external appearance of their units without the prior consent of the Council.
4. No external blinds shall be erected without the previous consent in writing of the Council.
5. Proprietors shall not directly instruct any contractors or workmen employed by the Council unless so authorised; and all requests for consideration of any particular matter to be referred to the Council shall be directed to the Secretary and not to the Chairman or any member of the Council.
6. Pathways and drives on the land and any easement giving access to the land shall not be obstructed by any of the proprietors or used by them for any other purpose than the reasonable ingress and egress to and from their respective units and no proprietors shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easement.
7. Each proprietor shall be responsible for the interior maintenance and decoration of his unit.
8. Windows shall be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.
9. A proprietor shall not waste the water and shall see that all water taps in his unit are promptly turned off after use.
10. The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor whether the same is caused by his own actions or those of members of his household or his servants or agents or guests.
11. A proprietor shall give the Council prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Council shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the said building as often as may be necessary.
12. A proprietor shall not obstruct nor deposit anything on any path, hall, stairway, corridor or lift in the building nor injure nor dirty any part thereof.
13. A proprietor shall not deposit anything or throw any dust or heat any mat, carpet or cloth on or in or allow children to play in or obstruct the use by other occupants of the common areas in the buildings and grounds.
- * 21. To grant to the proprietor for the time being of Lot 6 and his invitees the exclusive use of that part of the common area being the balcony area adjoining the said Lot. CARRIED UNANIMOUSLY.

-5-

14. All units shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.
15. A proprietor shall not throw or allow to fall or permit or suffer to be thrown or to fall any paper rubbish refuse cigarette butts or other substance whatsoever out of the windows or doors or down the staircase
- 16.(a) Incinerators and garbage cans shall be placed only where approved by the Council and used only for the purpose for which they are provided.
 - (b) Empty bottles, boxes, used containers and similar items shall be stored tidily and, so far as possible, out of sight.
 - (c) Car spaces shall be kept tidy and free of all litter.
17. No clothing bedding or other articles shall be hung on the windows balconies or on the outside of the building or windows thereof.
18. No animals or birds shall be kept in any unit without the consent of the Council which consent may at any time be withdrawn.
19. A proprietor shall not permit or suffer any person of unsound mind or a drunkard to reside in or be about any unit.
20. In the event of any infectious disease which may require notification by virtue of any Statute Regulation or Ordinance happening in any unit the proprietor of such unit shall give written notice thereof and any other information which may be required relative thereto to the Council and shall pay to the Council the expenses of disinfecting the premises and replacing any articles or things the destruction of which may be rendered necessary by such disease.
21. Proprietors shall not bring to, do or keep anything in his unit which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any Public Authority for the time being in force.
22. Proprietors shall not use any chemicals, burning fluids acetylene gas or alcohol in lighting or heating the premises, nor interfere in any way with other residents or those having business with them and all musical instruments, wireless, radiograms, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to the other occupants of the building. In particular no resident shall hold or permit to be held any social gathering in his unit in which there shall occur any noise which interferes with the peace and quietness of any other occupant of the building, at any time of the day or night. The volume of radio or television receivers and gramophones shall be kept as low as possible at all times of the day or night. they shall not be operated between the hours of 10.00 p.m. and 8.00 a.m. in such a manner as to be audible at all to any other resident. A member shall not permit any piano or other musical instrument to be practised or played upon or any avoidable noise to be made in the units between the hours of 10.00 p.m. and 8.00 a.m. Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00 a.m. to 10.00 p.m. Practis-

-6-

ing during the same hours is permissible but not for longer than one hour at a time, or for a total of more than three hours in any day.

23. Guests leaving after 11.00 p.m. shall be requested by their hosts to leave quietly. Quietness also shall be observed when occupants return to the building late at night or in early morning hours.
24. No child shall be allowed to cry unattended. No child servant or guest shall be permitted to cause any annoyance to any other resident.
25. Proprietors shall not permit any auction sale to be conducted or to take place upon the premises.
26. Before any furniture, piano or safe is moved into or out of any unit, due notice must be given to the Secretary and the moving of same must be done in the manner and at the time directed by the Council.
27. In the event of any unavoidable noise in an unit at any time the resident therein shall take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their units and also such further steps as may be within their power for the same purpose.
28. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Council reserves the right to enter and fasten the same if left insecurely fastened.
29. Upon one days notice in writing the Council and its servants agents and contractors shall be permitted to inspect the interior of any unit and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor in cases where such leakage or defect is due to any act or default of the said proprietor or his tenants, guests, servants or agents). If not so permitted they may effect an entry. The Council, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the proprietor as is reasonable in the circumstances.
30. A copy of these By-Laws (or a precis thereof approved by the Council) shall be exhibited in a prominent place in any unit made available for letting.
31. The swimming pools shall not be used between the hours of 10.00 p.m. and 7.30 a.m.
32. Proprietors shall observe the terms of any notice displayed in the lift by authority of the Council or of any statutory authority.
33. The Council may make rules relating to the common property and in particular in relation to the swimming pool and lift, nor inconsistent with these By-Laws and the same shall be observed by the proprietors unless and until they are disallowed or revoked by a majority resolution at a general meeting of the proprietors.
34. The duties and obligations imposed by these By-Laws on a proprietor of a unit shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees agents, children, invitees and licensees.
35. Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any proprietor or the tenants, guests, servants employees, agents, children, invitees or licensees of the proprietor or any of them, the Council shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction

from the proprietor of the unit at the time when the breach occurred.

- 36. A proprietor shall not hang curtains visible from outside the unit unless those curtains have a backing of such colour and design as shall be approved by the Council of the Body Corporate. A proprietor shall not install, renovate and/or replace a curtain backing without having the colour and design of same approved by the Council. In giving such approvals the Council shall ensure so far as practicable that curtain backing used in all units presents a uniform appearance when viewed from the outside of the building.
- 37. A proprietor shall not make any alteration to the type of floor coverings existing in his unit at the time he shall become a proprietor without the prior written consent of the Body Corporate.

CARRIED UNANIMOUSLY.

There being no further business the meeting closed at 4. 30 p.m.

Confirmed,

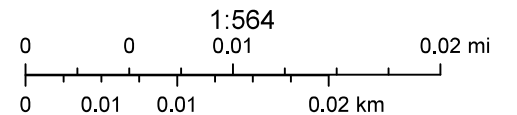
.....*J. Hanrahan*.....
 Chairman

As Constructed Assets



10/4/2025, 11:28:59 AM

- | | | | | |
|---------------|-----------------------|----------------------------------|-------------------------|-------------------|
| Easement | Gibault | Water Service Connection Potable | Drainage Pit | Cadastral parcels |
| LGA_Boundary | T - Joint | Potable Water Pipe | Inlet Gully | Easement |
| Data Cabling | Other | Sewer Connection | Manhole | Strata (Lot) |
| Water Valve | Water Hydrant Potable | Sewer Maintenance Hole | Drainage Pipe | Volumetric |
| Water Fitting | | Maintenance Hole | Sewer_Pipe_Non_Pressure | Addresses |
| End | | Locality Boundaries | | |



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Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 19203813	Search Date: 02/10/2025 15:41
	Request No: 53585205
Previous Title: 15963011	

LAND DESCRIPTION

COMMON PROPERTY OF QUARTERDECK COMMUNITY TITLES SCHEME 11361
COMMUNITY MANAGEMENT STATEMENT 11361
Local Government: GOLD COAST

REGISTERED OWNER

BODY CORPORATE FOR QUARTERDECK COMMUNITY TITLES
SCHEME 11361
PO BOX 3259
SOUTHPORT QLD 4215

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10199066 (POR 32)
2. REQUEST FOR NEW CMS No 710541414 30/04/2007 at 13:21
New COMMUNITY MANAGEMENT STATEMENT 11361
ACCOMMODATION MODULE

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Body corporate certificate

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997* (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate ...Page 2
- details of the property and community titles scheme ...Page 3
- by-laws and exclusive use areas ...Page 4
- lot entitlements and financial information ...Page 5
- owner contributions and amounts owing ...Page 6
- common property and assets ...Page 8
- insurance ...Page 9
- contracts and authorisations ...Page 10

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 08/10/2025.

Becoming an Owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate’s expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the [BCCM Form 8 – Information for body corporate roll](#). Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate	
The body corporate is an entity made up of each person who owns a lot within a community titles scheme.	
Name and number of the community titles scheme	
QUARTERDECK 11361	
Body corporate manager	
Bodies corporate often engage a body corporate manager to handle administrative functions.	
Is there a body corporate manager for the scheme?	
<input checked="" type="checkbox"/> Yes. The body corporate manager is:	
Name: Jackie Hutchins	Company: Body Corporate Services (QLD) Pty Ltd
Phone: 55096666	Email: bcs_goldcoast@bcssm.com.au
<input type="checkbox"/> No	
Accessing records	
Who is responsible for keeping the body corporate’s records?	
<input checked="" type="checkbox"/> The body corporate manager named above.	
<input type="checkbox"/> The following person:	
Name:	Role:
Phone:	Email:

Property and community titles scheme details

Lot and plan details

Lot number: 47

Plan type and number: BUP 3813

Plan of subdivision: Standard Format Building Format Volumetric Format

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Accommodation Commercial Small Schemes Standard

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate.

Is the scheme part of a layered arrangement of community titles schemes?

- Yes
 No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

- Yes
 No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

- The community management statement includes the complete set of by-laws that apply to the scheme.
- The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- A consolidated set of the by-laws for the scheme is given with this certificate.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

- Yes
- No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:
(select all that apply)

- listed in the community management statement.
- given with this certificate.

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: 31

Total contribution schedule lot entitlements for all lots: 1500

Interest schedule

Interest schedule lot entitlement for the lot: 31

Total interest schedule lot entitlements for all lots: 1500

Statement of accounts

- The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's **administrative fund** for recurrent spending and the **sinking fund** for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a **promotion fund** that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing			
Administrative fund contributions			
Total amount of contributions (before any discount) for lot 47 for the current financial year: \$2,720.84			
Number of instalments: 4 (outlined below)			
Monthly penalty for overdue contributions (if applicable): 2.50%			
Discount for on-time payments (if applicable): 10.00%			
Due date	Amount due	Amount due if discount applied	Paid
01/10/2025	\$1,360.42	\$1,224.38	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/01/2026	\$1,360.42	\$1,224.38	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sinking fund contributions			
Total amount of contributions (before any discount) for lot 47 for the current financial year: \$2,342.90			
Number of instalments: 4 (outlined below)			
Monthly penalty for overdue contributions (if applicable): 2.50%			
Discount for on-time payments (if applicable): 10.00%			
Due date	Amount due	Amount due if discount applied	Paid
01/10/2025	\$1,171.45	\$1,054.31	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/01/2026	\$1,171.45	\$1,054.31	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Special contributions (IF ANY)			
Date determined: (Access the body corporate records for more information).			
Total amount of contributions (before any discount) for lot 47: \$0.00			
Number of instalments: 0 (outlined below)			
Monthly penalty for overdue contributions (if applicable): 2.50%			
Discount for on-time payments (if applicable): 10.00%			

Contributions are for the current financial year. Where the instalments outlined do not equal the number of instalments stated, the remaining contributions for the current financial year have not yet been determined at an Annual General Meeting. The total amount of contributions stated includes only those contributions which have been determined to date.

Other amounts payable by the lot owner

For the current financial year there are:

- No other amounts payable for the lot.
- Amounts payable under exclusive use by-laws, totalling \$0.00
- Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$0.00
- Other amounts payable, totalling \$0.00 (see explanation given with this certificate).

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- All payments for the lot are up to date.
- The following amounts are due but not yet paid for the lot:
 - Overdue contributions: \$0.00
 - Penalties on overdue contributions: \$0.00
 - Other amounts due but not paid: \$0.00

Total amounts due but not paid: \$0.00

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

- Yes - you can obtain a copy from the body corporate records.
- No

Current sinking fund balance (as at date of certificate): \$367,512.95

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

- There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.
- Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate.

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

- The body corporate does not have any assets that it is required to record in its register.
- A copy of the body corporate register of assets is given with this certificate.

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

Yes

No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate.

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

- Yes - T
- No

Has the body corporate authorised a letting agent for the scheme?

- Yes - Mozlee Pty Ltd
- No

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

- Yes
- No

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s: Jill Walshaw

Position/s held: Licensee in charge

Signature/s _____ 

Date: 08/10/2025

Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

Body Corporate for QUARTERDECK CTS 11361

3263 Surfers Paradise Boulevard Surfers Paradise Queensland 4217
ABN/ACN 35338526074

REGISTER OF ASSETS

Date of Acquisition	Cost of Asset	Brief Description of Asset	Received From	Address	Disposal Date	Disposed To
20/06/25	\$500.00	Pool Pump	Unknown Creditor			

Insurance Report

Body Corporate for QUARTERDECK CTS 11361

Policy number : POL11017585

3263 Surfers Paradise Boulevard Surfers Paradise Queensland 4217

Insurance Policy Details

Policy Number: POL11017585
Period of Insurance: 3 December 2024 to 3 December 2025
Insurance Company: SCI VIA ALLIANZ AUSTRALIA
Broker (if any): Body Corporate Brokers Pty Ltd (QLD)
Amount of Premium: \$ 45,165.40
Paid Date: 31 December 2024

Policy Type	Amount of cover	Excess
Workers Compensation Insurance	Not Insured	0.00
Voluntary Workers Insurance	\$200000/2000	0.00
Property, Death and Injury (Public Liability)	\$20,000,000	0.00
Paint	Not Selected	0.00
Office Bearers Liability Insurance	\$5,000,000	0.00
Machinery Breakdown Insurance	\$100,000	0.00
Lot Owner's Fixtures and Improvements	\$300,000	0.00
Loss of Rent	\$5,524,313	0.00
Legal Defence Expenses	\$50,000	0.00
Government Audit Costs	\$25,000	0.00
Fusion Cover	Not Insured	0.00
Floating Floors	Included	0.00
Fidelity Guarantee Insurance	\$100,000	0.00
Damage (i.e. Building) Policy	\$36,828,750	2,000.00
Common Area Contents	\$368,288	0.00
Building Catastrophe	\$5,524,312	0.00
Appeal Expenses	\$100,000	0.00
Flood	Included	0.00

Note

Record Created: 02/01/2025 @ 7:20:23 pm (AEDST) BCB Contact Details: contactus@bcb.com.au 07 5668 7800 BCB Invoice No. 1019712 Excesses: Machinery Breakdown: \$ 2,000 Legal Defence: \$ 1,000 All Other Claims: \$ 2,000

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

13
FORM 14 Version 3
Page 1 of 1

Dealing Number

Duty Imprint



710541414

Pt
Ti
Tj
pl
GC 470

\$60.00
30/04/2007 13:21

and the water register.

1. Nature of request

Request to Record new Community Management Statement for Quarterdeck Community Titles Scheme 11361

Lodger (Name, address & phone number)

Adamson Bernays Kyle & Jones
PO Box 1046
Southport, Qld. 4215
Tel: (07) 5532 3199

Lodger Code

GC 323

2. Lot on Plan Description

County

Parish

Title Reference

Common property for Quarterdeck Community WARD Titles Scheme 11361

GILSTON

19203813

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR QUARTERDECK COMMUNITY TITLES SCHEME 11361

4. Interest

Not applicable

5. Applicant

BODY CORPORATE FOR QUARTERDECK COMMUNITY TITLES SCHEME 11361

6. Request

I hereby request that the new Community Management Statement deposited herewith which amends the Regulation Module of the existing Community Management Statement be recorded as the Community Management Statement for Quarterdeck Community Titles Scheme 11361.

7. Execution by applicant

Execution Date

Applicant's or Solicitor's Signature

/ /

24/4/07

MICHAEL JOHN KYLE SOLICITOR

Note: A Solicitor is required to print full name if signing on behalf of the Applicant



11361

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements
- Schedule B - Explanation of development of scheme land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

QUARTERDECK COMMUNITY TITLES SCHEME 11361

2. Regulation module

Accommodation Module

3. Name of body corporate

BODY CORPORATE FOR QUARTERDECK COMMUNITY TITLES SCHEME 11361

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
REFER ATTACHED SCHEDULE			

5. Name and address of original owner #

NOT APPLICABLE

6. Reference to plan lodged with this statement

NOT APPLICABLE

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act, 1997.

..... signed
 name and designation
 name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

23/4/07

[Signature]
 CHAIRMAN
 + *[Signature]*
 Paul Gleeson
 TREASURER



*Original owner to execute for a first community management statement
 *Body corporate to execute for a new community management statement

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

Title Reference: 19203813

4. Scheme land Lot on Plan Description	County	Parish	Title Reference
Common property of Quarterdeck Community Titles Scheme 11361	Ward	Gilston	19203813
Lot 1 in BUP 3813	Ward	Gilston	16031068
Lot 2 in BUP 3813	Ward	Gilston	16031069
Lot 3 in BUP 3813	Ward	Gilston	16031070
Lot 4 in BUP 3813	Ward	Gilston	16031071
Lot 5 in BUP 3813	Ward	Gilston	16031072
Lot 6 in BUP 3813	Ward	Gilston	16031073
Lot 7 in BUP 3813	Ward	Gilston	16031074
Lot 8 in BUP 3813	Ward	Gilston	16031075
Lot 9 in BUP 3813	Ward	Gilston	16031076
Lot 10 in BUP 3813	Ward	Gilston	16031077
Lot 11 in BUP 3813	Ward	Gilston	16031078
Lot 12 in BUP 3813	Ward	Gilston	16031079
Lot 13 in BUP 3813	Ward	Gilston	16031080
Lot 14 in BUP 3813	Ward	Gilston	16031081
Lot 15 in BUP 3813	Ward	Gilston	16031082
Lot 16 in BUP 3813	Ward	Gilston	16031083
Lot 17 in BUP 3813	Ward	Gilston	16031084
Lot 18 in BUP 3813	Ward	Gilston	16031085
Lot 19 in BUP 3813	Ward	Gilston	16031086
Lot 20 in BUP 3813	Ward	Gilston	16031087
Lot 21 in BUP 3813	Ward	Gilston	16031088
Lot 22 in BUP 3813	Ward	Gilston	16031089
Lot 23 in BUP 3813	Ward	Gilston	16031090
Lot 24 in BUP 3813	Ward	Gilston	16031091
Lot 25 in BUP 3813	Ward	Gilston	16031092
Lot 26 in BUP 3813	Ward	Gilston	16031093
Lot 27 in BUP 3813	Ward	Gilston	16031094
Lot 28 in BUP 3813	Ward	Gilston	16031095
Lot 29 in BUP 3813	Ward	Gilston	16031096
Lot 30 in BUP 3813	Ward	Gilston	16031097
Lot 31 in BUP 3813	Ward	Gilston	16031098
Lot 32 in BUP 3813	Ward	Gilston	16031099
Lot 33 in BUP 3813	Ward	Gilston	16031100
Lot 34 in BUP 3813	Ward	Gilston	16031101
Lot 35 in BUP 3813	Ward	Gilston	16031102
Lot 36 in BUP 3813	Ward	Gilston	16031103
Lot 37 in BUP 3813	Ward	Gilston	16031104
Lot 38 in BUP 3813	Ward	Gilston	16031105
Lot 39 in BUP 3813	Ward	Gilston	16031106
Lot 40 in BUP 3813	Ward	Gilston	16031107
Lot 41 in BUP 3813	Ward	Gilston	16031108
Lot 42 in BUP 3813	Ward	Gilston	16031109
Lot 43 in BUP 3813	Ward	Gilston	16031110
Lot 44 in BUP 3813	Ward	Gilston	16031111
Lot 45 in BUP 3813	Ward	Gilston	16031112
Lot 46 in BUP 3813	Ward	Gilston	16031113
Lot 47 in BUP 3813	Ward	Gilston	16031114
Lot 48 in BUP 3813	Ward	Gilston	16031115
Lot 49 in BUP 3813	Ward	Gilston	16031116
Lot 50 in BUP 3813	Ward	Gilston	16031117
Lot 51 in BUP 3813	Ward	Gilston	16031118
Lot 52 in BUP 3813	Ward	Gilston	16031119
Lot 53 in BUP 3813	Ward	Gilston	16031120
Lot 54 in BUP 3813	Ward	Gilston	16031121

Title Reference: 19203813

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in BUP 3813	31	31
Lot 2 in BUP 3813	23	23
Lot 3 in BUP 3813	27	27
Lot 4 in BUP 3813	25	25
Lot 5 in BUP 3813	25	25
Lot 6 in BUP 3813	24	24
Lot 7 in BUP 3813	28	28
Lot 8 in BUP 3813	26	26
Lot 9 in BUP 3813	25	25
Lot 10 in BUP 3813	25	25
Lot 11 in BUP 3813	28	28
Lot 12 in BUP 3813	26	26
Lot 13 in BUP 3813	26	26
Lot 14 in BUP 3813	25	25
Lot 15 in BUP 3813	29	29
Lot 16 in BUP 3813	27	27
Lot 17 in BUP 3813	26	26
Lot 18 in BUP 3813	26	26
Lot 19 in BUP 3813	29	29
Lot 20 in BUP 3813	27	27
Lot 21 in BUP 3813	27	27
Lot 22 in BUP 3813	26	26
Lot 23 in BUP 3813	29	29
Lot 24 in BUP 3813	28	28
Lot 25 in BUP 3813	27	27
Lot 26 in BUP 3813	27	27
Lot 27 in BUP 3813	30	30
Lot 28 in BUP 3813	28	28
Lot 29 in BUP 3813	27	27
Lot 30 in BUP 3813	27	27
Lot 31 in BUP 3813	30	30
Lot 32 in BUP 3813	28	28
Lot 33 in BUP 3813	28	28
Lot 34 in BUP 3813	27	27
Lot 35 in BUP 3813	30	30
Lot 36 in BUP 3813	28	28
Lot 37 in BUP 3813	28	28
Lot 38 in BUP 3813	28	28
Lot 39 in BUP 3813	30	30
Lot 40 in BUP 3813	29	29
Lot 41 in BUP 3813	28	28
Lot 42 in BUP 3813	28	28
Lot 43 in BUP 3813	31	31
Lot 44 in BUP 3813	29	29
Lot 45 in BUP 3813	28	28
Lot 46 in BUP 3813	28	28
Lot 47 in BUP 3813	31	31
Lot 48 in BUP 3813	29	29
Lot 49 in BUP 3813	29	29
Lot 50 in BUP 3813	28	28
Lot 51 in BUP 3813	32	32
Lot 52 in BUP 3813	30	30
Lot 53 in BUP 3813	30	30
Lot 54 in BUP 3813	29	29
TOTALS	1,500	1,500

Title Reference: 19203813

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS**1. NOISE**

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

2. VEHICLES

2.1 The occupier of a lot must not, without the body corporate's written approval -

- (a) park a vehicle, or allow a vehicle to stand, on the common property; or
- (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property.

2.2 An approval under subsection 2.1 must state the period for which it is given.

2.3 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

3. OBSTRUCTION

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4. DAMAGE TO LAWNS, ETC.

4.1 The occupier of a lot must not, without the body corporate's written approval -

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
- (b) use a part of the common property as a garden.

4.2 An approval under subsection 4.1 must state the period for which it is given.

4.3 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5. DAMAGE TO COMMON PROPERTY

5.1 An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

5.2 However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

5.3 The occupier of a lot must keep a device installed under subsection 5.2 in good order and repair.

6. BEHAVIOUR OF INVITEES

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

Title Reference: 19203813

7. LEAVING OF RUBBISH, ETC. ON THE COMMON PROPERTY

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

8. APPEARANCE OF LOT

8.1 The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of a lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

8.2 The occupier of a lot must not, without the body corporate's written approval:-

- (a) hang washing, bedding or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

9. STORAGE OF FLAMMABLE MATERIALS

9.1 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

9.2 The occupier of a Lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes;

9.3 However, this section does not apply to the storage of fuel in:-

- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the Lease regulating the storage of flammable liquid.

10. GARBAGE DISPOSAL

10.1 Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for that purpose;

10.2 The occupier of a Lot must:-

- (a) comply with all Local Government local laws about disposal of garbage; and
- (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

11. KEEPING OF ANIMALS OR BIRDS

11.1 The occupier of a lot must not, without the body corporate's written approval -

- (a) bring or keep an animal or bird on the lot or the common property; or
- (b) permit an invitee to bring or keep an animal or bird on the lot or the common property.

11.2 The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring an animal or bird onto the lot or the common property.

12. USE OF LOTS

Title Reference: 19203813

Each lot shall be used solely for residential purposes only except Lot 1 which lot shall be used for residential and management and caretaking purposes including the right to conduct a real estate agency for the letting of lots in the Quarterdeck building.

13. AERIALS

Outside wireless and television aerials must not be erected.

14. NO STRUCTURAL ALTERATION

No structural alteration shall be made to any Lot (including any alteration to gas, water or electrical installations) without the prior permission in writing of the body corporate.

15. SIGNS

Occupiers of lots shall not paint or affix any signs, advertisements, notices or posters to or on any part of the premises, nor do anything to the external appearance of their lots without the prior consent of the body corporate.

16. EXTERNAL BLINDS

No external blinds shall be erected without the previous consent in writing of the body corporate.

17. CONTRACTORS

Occupiers of lots shall not directly instruct any contractors or workmen employed by the body corporate unless so authorised.

18. INTERIOR MAINTENANCE AND DECORATION

Each occupier of a lot shall be responsible for the interior maintenance and decoration of his lot.

19. WINDOWS

Windows shall be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.

20. NOT TO WASTE WATER

An occupier shall not waste the water and shall see that all water taps in his lot are promptly turned off after use.

21. USE OF WATER CLOSETS

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the occupier whether the same is caused by his own action or those of members of his household or his servants or agents or guests.

22. NOTICE OF ACCIDENTS

An occupier of a lot shall give the body corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the body corporate shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the said building as often as may be necessary.

23. NO OBSTRUCTION

Title Reference: 19203813

An occupier shall not obstruct nor deposit anything on any path, hall, stairway, corridor or lift in the building nor injure nor dirty any part thereof.

24. LOTS TO BE KEPT CLEAN

All lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

2.5. CONTROL OF RUBBISH

An occupier shall not throw or allow to fall or permit to suffer to be thrown or to fall any, paper rubbish, refuse, cigarette butts or other substances whatsoever out of the windows or doors or down the staircases, passages or skylights from balconies from the roof or all passageways of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the occupier of a lot concerned.

26. GARBAGE CANS

Incinerators and garbage cans shall be placed only where approved by the body corporate and used only for the purpose for which they are provided.

27. BOTTLES AND BOXES

Empty bottles, boxes, used containers and similar items shall be stored tidily and, so far as possible, out of sight.

28. CAR SPACES TO BE KEPT TIDY

Car spaces shall be kept tidy and free of all litter.

29. NO BEDDING HUNG FROM WINDOWS

No clothing, bedding or other article shall be hung on or from windows or balconies.

30. NO PERSON OF UNSOUND MIND OR DRUNKARD TO LIVE IN LOT

An occupier shall not permit or suffer any person of unsound mind or a drunkard to reside in or be about any lot.

31. INFECTIOUS DISEASE

In the event of any infectious disease which may require notification by virtue of any Statute Regulation or Ordinance happening in any lot the lessee of such lot shall give written notice thereof and any other information which may be required relative thereto to the body corporate and shall pay to the body corporate the expenses of disinfecting the premises and replacing any articles or things the destruction of which may be rendered necessary by such disease.

32. NOT TO INCREASE RATE OF FIRE INSURANCE

Occupiers of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on the building or any body corporate asset on the common property or which may conflict with the law and/or regulations relating to fires or any insurance policy upon the building or any body corporate asset on the common property or the regulations or ordinances of any public authority for the time being in force.

33. NO NUISANCE

An occupier of a lot his tenants servants or agents shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor interfere in any way with other residents or those having business with them and all musical instruments, radios, record player, record players, video sets, television sets, compact disc players and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to the other occupants of the building. In particular, no occupier shall hold or permit to be held any social gathering in his lot in which there shall occur any noise which interferes with the peace and quietness of any other occupier of the building at any time of the day or night. The volume of any radio, television, video, compact disc

Title Reference: 19203813

player, record player and the like shall be kept as low as possible at all times and they shall not be operated between the hours of 10:00 p.m. and 8:00 a.m. in such a manner as to be audible at all to any other resident. An occupier shall not permit any piano or other musical instrument to be practiced or played upon or any avoidable noise to be made in the lot between the hours of 10:00 p.m. and 8:00 a.m. Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 a.m. and 10:00 p.m. Practising during the same hours is permissible but not for longer than one hour at a time, or for a total of more than three hours in any day.

34. GUESTS LEAVING AFTER 11:00 PM

Guests leaving after 11:00 p.m. shall be requested by their hosts to leave quietly. Quietness also shall be observed when occupiers return to the building late at night or in early morning hours.

35. NO CHILD TO CRY UNATTENDED

No child shall be allowed to cry unattended. No child, servant or guest shall be permitted to cause any annoyance to any other resident.

36. NO AUCTION

Occupiers of lots shall not permit any auction sale to be conducted or to take place upon any lot.

37. MOVING FURNITURE INTO ANY LOT

Before any furniture, piano or safe is moved into or out of any lot, due notice must be given to the body corporate and the moving of same must be done in the manner and at the time directed by the body corporate.

38. MINIMISATION OF NOISE

In the event of any unavoidable noise in a lot at any time the occupier therein shall take all practical means to minimise annoyance to other occupiers by closing all doors, windows and curtains of their lots and also such further steps as may be within their power for the same purpose.

39. DOORS AND WINDOWS TO BE SECURELY FASTENED

All doors and windows to each lot shall be securely fastened on all occasions when any lot is left unoccupied and the body corporate reserves the right to enter and fasten the same if left insecurely fastened.

40. INSPECTION OF INTERIOR OF ANY LOT

Upon one day's notice in writing the body corporate and its servants, agents and contractors shall be permitted to inspect the interior of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the occupier in cases where such leakage or defect is due to any act or default of the said occupier or his tenants, guests, servants or agents.) If not so permitted they may effect an entry. The body corporate, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the occupier as is reasonable in the circumstances.

41. DISPLAY OF THESE BY-LAWS

A copy of these By-laws (or a précis thereof approved by the body corporate) shall be exhibited in a prominent place in any lot made available for letting.

42. SWIMMING POOL USE

The swimming pool shall not be used between the hours of 10.00 p.m. and 7:30 a.m.

43. OCCUPIERS TO OBSERVE NOTICE

Occupiers shall observe the terms of any notice displayed in the lift by authority of the body corporate or of any statutory authority.

Title Reference: 19203813

44. BY-LAWS APPLY TO OWNERS AND OCCUPIERS

The duties and obligations imposed by these by-laws on an occupier of a lot of a lot shall be observed not only by the occupier but by the occupier's tenants, guests, servants, employees, agents, children, invitees and licensees and by the owner of a lot.

45. BODY CORPORATE MAY CARRY OUT WORK REQUIRED OF OCCUPIER

Where the body corporate spends money to make good damage caused by a breach of the Body Corporate and Community Management Act 1997, the Body Corporate and Community Management (Accommodation Module) Regulation 1997, the community management statement including the by-laws by any occupier or their guests, employees, agents, children, invitees or licensees, the body corporate shall be entitled to recover the amount so expended as a liquidated debt in any court of competent jurisdiction from the occupier at the time when the breach occurred.

46. CURTAINS

An occupier of a lot shall not hang curtains visible from outside the unit unless those curtains have a backing of such colour and design as shall be approved by the body corporate. An occupier shall not install, renovate and/or replace a curtain backing without having the colour and design of same approved by the body corporate. In giving such approvals the body corporate shall ensure so far as practicable that curtain backing used in all lots presents a uniform appearance when viewed from the outside of the building.

47. FLOOR COVERINGS

An occupier of a lot shall not make any alteration to the type of floor coverings existing in his lot at the time he shall become an occupier without the prior written consent of the body corporate.

48. AIR CONDITIONING

48.1 An owner shall not install an airconditioner in a lot without the prior written consent of the body corporate.

48.2 All costs relating to the installation, maintenance and insurance of an airconditioner shall be the responsibility of the owner at all times.

48.3 The top of the condenser of an outside airconditioning unit shall be mounted only on either end of a balcony forming part of the relevant lot and is to be no higher than 1000mm off the floor of the balcony.

48.4 No more than 15 amps of power are to be connected to each lot.

48.5 All condensate water from both the condenser and evaporator to be disposed of to the existing drain situated adjacent to each relevant balcony.

49. WINDOW TINTING

An owner must not install any window tinting in a lot without the prior written consent of the body corporate.

50. GARAGE SALES

No garage sales are to be conducted from any lot or from any part of the common property.

51. EXCLUSIVE USE - Balcony

The occupier for the time being of lot 6 on the Scheme shall be entitled to the exclusive use for himself and his licensees of the balcony area adjoining the said lot.

52. EXCLUSIVE USE - Management

Title Reference: 19203813

The occupier at the time being of Lot 1 on the Scheme shall be entitled to the exclusive use and occupation of that part of the common property identified in Schedule E for the purpose of maintaining an office for the provision of caretaking and letting services to the building and ancillary purposes provided that if at any time the owner or the occupier of Lot 1 is not the caretaker appointed by the body corporate then the use of shared with the appointed caretaker

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil

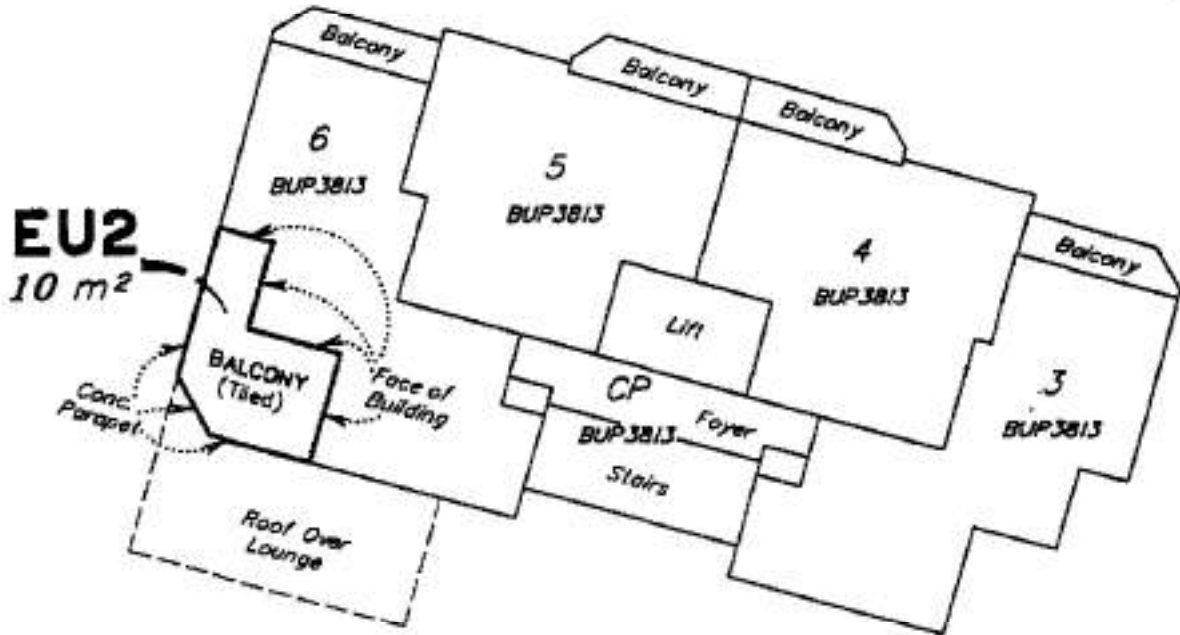
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

By-law 51 in Schedule C provides for exclusive use of the balcony of lot 6 as set out in the attached plan marked with the letter "A".

By-law 52 in Schedule C provides for exclusive use of part of the common property for the purpose of maintaining an office for the provision of caretaking and letting services over that part of the common property as set out in the attached plan marked with the letter "B".

Lot on Plan	Exclusive Use Area
Lot 6 in BUP 3813	Area "EU2" on sketch marked "A"
Lot 1 in BUP 3813	Area "EU1" on sketch marked "B"

A



Note:
The exclusive use area is limited in height to the ceiling height of Lot 6 on BUP3813.

Scale 1:200 – Lengths are in Metres



MICHEL SURVEY GROUP PTY LTD ACN 081 595 807
Licensed Surveyor and that the details shown on this sketch plan are correct.

Michel Surveys
MICHEL SURVEY GROUP PTY LTD
A.C.N. 081 595 807
Director
Date: 12/1/2000
COMMON S

DATE	10/1/2000
JOB NO	7769
AUTOCAD	7769-2
GEDCOMP	n/a
SURVEYED	PS
CHECKED	<i>PS</i>
QT	<i>PS</i>
PARISH OF	Glaban
COUNTY OF	Ware
Scale	1:200

Sketch Plan of Exclusive Use Areas on Level D in the Common Property of QUARTERDECK BUP3813, CTS11361

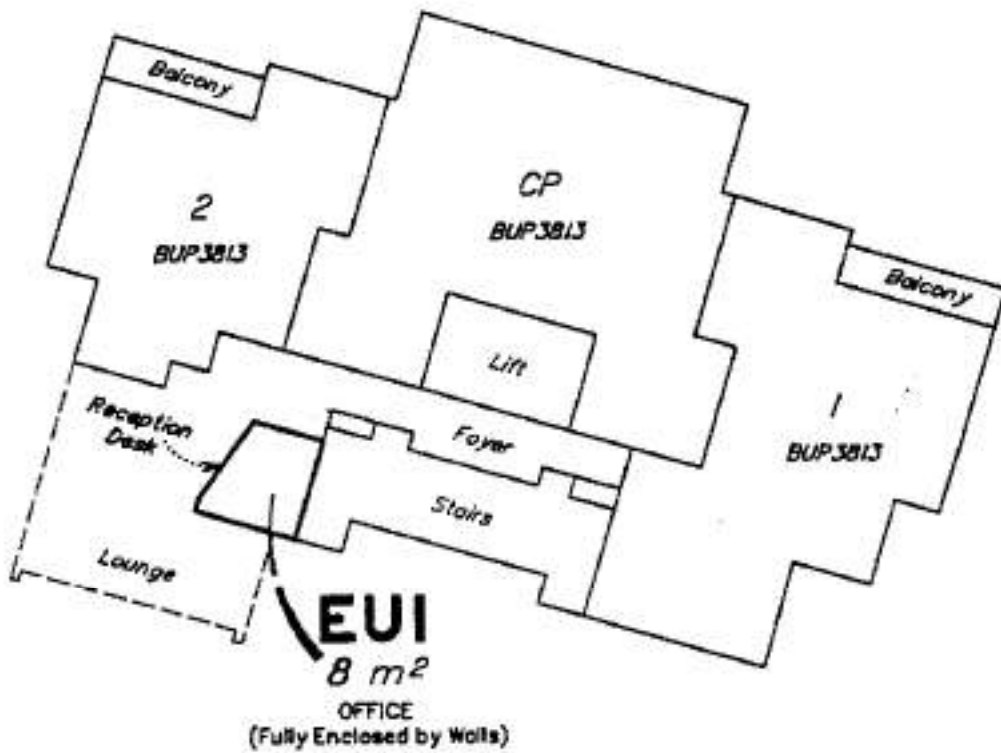


3rd Level
50 Cecil Avenue
Surfers Paradise
Queensland 4217

• LAND AND HYDROGRAPHIC SURVEYING
• PROPERTY CONSULTANTS
REGISTERED QUADRANGLE NEW SOUTH WALES
TELEPHONE 07 5555 8844
FACSIMILE 07 5555 8117
EMAIL: 4jpl@micelgroup.com.au

Sheet	of	Reference /
1	1	7769-2

B



Scale 1:200 - Lengths are in Metres



MICHEL SURVEY GROUP PTY LTD AON 081 506 807 Licensed Surveyors certify that the details shown on this sketch are the correct.		DATE 10/1/2000 JOB NO 7769 AUTOCAD 7769-1 GEOCOMP n/a SURVEYED PB CHECKED AB DT AB PARISH OF GILTON COUNTY OF WARD Scale 1:200		Title Sketch Plan of Exclusive Use Areas on Level C in the Common Property of QUARTERDECK BUP3813, CTS#361	
				• LAND AND HYDROGRAPHIC SURVEYING • PROPERTY CONSULTANTS REGISTERED QUEENSLAND NEW SOUTH WALES TELEPHONE 07 6646 8844 FACSIMILE 07 6646 8117 EMAIL d.j.pike@micheleurvey.com.au	
COMMON SEALS		3rd Level 50 Cecil Avenue Surfers Paradise Queensland 4217		Sheet 1 of Reference # 7769-1	



A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number:

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

Postcode

Lot and plan details: Local government area:

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

4. Pool properties

Shared pool

Non-shared pool

Number of pools

5. Pool safety certificate validity

Effective date: / /

Expiry date: / /

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

Pool safety inspector licence number:

Signature: 

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit <https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.



Australian Government
Australian Taxation Office



MR SALWAN GHOULAM
C/- PETER FLEMING
22 KITTANI CRES
ASHMORE QLD 4214

Our reference: 7163558495664

Phone: **13 28 66**

4 October 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SALWAN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411141443448
Vendor name	SALWAN GHOULAM
Clearance Certificate Period	1 October 2025 to 4 October 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.