

## Caloundra Gardens Retirement Village

Body Corporate Committee

96 Beerburrum Street

Caloundra Qld 4551

Director

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Australian Human Rights Commission

GPO box 5218

SYDNEY NSW 2001

**Re: Permanent age exemption**

On behalf of the Body Corporate Committee of Caloundra Gardens Village I am seeking permanent age exemption from the Australian Human Rights Commission to retain Over 50's requirement for residents of the Village.

Uncertainty as to the legality of Over 50's age status has arisen as a result of changes over time that post-date phased establishment of the Village from **1987**:

- **Retirement Villages Act (1999)** introduced to administer Retirement Village "Schemes". Existing facilities such as Caloundra Gardens Village were included in Clauses 23, 24 and 26;
- **Anti-Discrimination Act (1991)** introduced to act upon unlawful discrimination on a range of factors, including age, from which Retirement Villages were exempt; and
- **Surrender of "Scheme" arrangements** at Caloundra Gardens Retirement Village community property and villas to unencumbered freehold with the purchase of the community centre by residents (1992) and the surrender of lease/lease back arrangements by the original developer (2006). Although the original developer, Peter Anna Pty Ltd, had no entitlement to influence over the Village once the sale of the community centre was executed and management of the Village forfeited at that time, the firm continued to extort exit funds from the sale of properties, withholding transfer of Title until such time as the inbound purchaser re-signed to the exit obligation demanded by Peter Anna. Surrender of the lease/lease-back arrangement was attained only following continuous pressure exerted by residents over almost 20 years. No government agency supported residents in their quest to free properties of the encumbrance that diminished the potential for sale and the ability to secure finance (banks viewed the properties as "nursing home").

As the Village is now freehold and no longer a "Retirement Village Scheme", Real Estate Agents, property managers, and indeed, the Village's contracted Body Corporate management firm, North Coast Body Corporate, have felt free to promote sale and rental of property to people Under 50, ostensibly for fear of litigation under the Anti Discrimination Act. This is in contravention of the original covenant entered into by owners (under the 99 lease/lease back arrangement) and the express wishes of owners confirmed at an Extraordinary General Meeting held July 2009. The rights of people who bought into the Village as an Over 50's facility are flouted and unwanted conflict generated where children and youth consistently abrade the needs and peace of aged, frail and unwell residents. An exacerbating factor is the low stock of affordable

Ted Jones, Chairman  
Caloundra Gardens Village  
Phone: 07 5491 8827

housing, which makes the Village and its facilities an attractive low cost option. This is a government problem, not a problem for the owners and residents of the Village.

Solutions that have been investigated include:

- **High Court** challenge suggested by a Lawyer engaged by the Body Corporate Committee (2009) and rejected as overkill for a simple Retirement Village seeking to continue to operate as it has been for over 20 years;
- **Re-registration as a Retirement Village "Scheme"** with the Office of Fair Trading in Queensland,

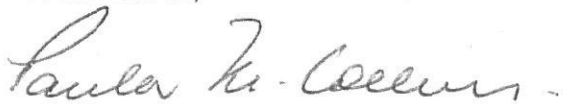
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quoted by the Solicitor, this process would cost around \$250,000 to take the Village back to the status it has taken nearly 20 years to escape. This solution is unacceptable from both cost and administrative perspective and is viewed as gross and unnecessary overkill;

- **Change the Community By-laws** – action that is feasible, yet does not appear to carry the legal authority to assert the Over 50's status of the Village to Real Estate Agents and to North Coast Body Corporate (or any other Body Corporate Management Firm) in a way that relieves them, and the owners of the threat of litigation for age discrimination and enables them to act in situations of breach.

The key concern for all parties is the presumed threat of litigation under the Anti-Discrimination Act for exercising an Over 50s requirement at Caloundra Gardens Retirement Village and the uncertainty surrounding legal status of the Village to operate in the interests of its elder residents. To alleviate any existing and future uncertainty about age status of the Village, it would be appreciated if the Australian Human Rights Commission could confirm permanent exemption of the Village from discrimination on the basis of age for maintaining Over 50s requirement for residents.

Yours faithfully



PAULA M COLLINS

Committee Member

Caloundra Gardens Retirement Village

CALOUNDRA GARDENS RETIREMENT VILLAGE CTS. 27236

Circular to Lot Owners and Residents - Age requirement for Unit Occupation

The current misconception that has occurred on the 50 year Age requirement for unit occupation requires correction and owners, residents and prospective purchasers of units need to be informed and aware that that requirement is both applicable and enforceable.

There is no age restriction on ownership or transfer of a unit title. However the use or accommodation of a unit is restricted under the registered Caloundra Gardens Scheme.

Every purchaser of each of the 75 Lots from 1986 up till March 2007 has been bound by the registered Leaseback condition (for 99 years) to use the unit only for the residence of a person who has attained the age of 50 years.

That condition was intended to protect and maintain the purpose of the Village - for the residential retirement of persons of that and higher ages. The condition does not permit permanent residence (defined as more than 30 days in a year) - by persons under that age including children of the owner/sub-lessee or tenant.

Although the interest in the leaseback arrangement was surrendered (by the other party), from March 2007 the age 50 requirement continues to apply as the Body Corporate has not resolved to change the character or purpose of the Caloundra Gardens Scheme.

The misconception has arisen by the Body Corporate Manager - North Coast Body Corporate Management Services - notifying other agents and intending purchasers - "That the Body Corporate is unable to discriminate on the grounds of age for any of its occupiers." That information is incorrect and has been given without authority of the Body Corporate and led recipients to believe the age 50 condition no longer applied.

The Retirement Villages Act, in its application to retirement villages registered under the Body Corporate and Management Act, permits the application of an age restriction on residents.

To remove any doubts on this matter the Body Corporate Committee resolved unanimously at its meeting on 11 May 2009 as follows:

"That the NCBCM include, with effect from 11 May 2009, in its disclosures to intending purchasers of units that the discrimination of 50 years applies to the occupation of a residential unit under Caloundra Gardens CTS No.27236."

Similar notices have been forwarded to Caloundra based Solicitors and Real Estate Agents.

*H. Stannard*  
H.T. STANNARD  
Chairperson  
14 May 2009

Secretary *T.M. RILEY*

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**Sent:** Monday, 14 March 2011 1:47 PM

**Subject:** RE: Your temporary exemption application under the Age Discrimination Act 2004 (Cth)  
[SEC=UNCLASSIFIED]

1. Approval is given to upload the application onto the Commission's website;
2. *How the proposed exemption fits within the objects and scheme of the Age Discrimination Act 2004;* The proposed exemption is required to clarify and confirm the legal status of Caloundra Gardens Retirement Village as an exempt entity, which has, for over 20 years, been operating as a retirement village for residents over 50 years of age and whose owners choose to continue to operate as a retirement village. The objects and scheme of which are to ensure fair treatment regardless of age and to prosecute breaches in various areas of life – e.g. employment, access to premises. Age exemptions for retirement villages are common. Owners/residents of Caloundra Gardens seek fairness under the scheme by gaining formal exemption from age discrimination in order to retain an over 50s status as mandated in the original covenants (for 99 years to 2089).
3. *Why immediate compliance with the Age Discrimination Act is not possible or should not be required in this case;* The Village pre-existed the Act, Owners of freehold property at Caloundra Gardens Retirement Village who bought into the facility on the understanding that it provided residence for people over 50 years of age are being discriminated against by people external to the Village – e.g. real estate agents and the North Coast Body Corporate Management, because of perceived uncertainty over age discrimination.
4. Any things done or planned by the applicant which seek to achieve the objects of the Age Discrimination Act; This Application to the AHRC seeks to achieve formally the objects of the Age Discrimination Act by confirming status of the Facility as a Retirement Village.
5. Any terms or conditions which further the objects of the Age Discrimination Act and which the applicant is prepared to meet as a condition of being granted the exemption; Clarification of the status of Caloundra Gardens Retirement Village will underpin future promotion of the Village as an over 50's facility to Real Estate Agents, Body Corporate Management Company and potential buyers and property managers, age requirements for residents. Misrepresentations can then be avoided.
6. The results of any consultations undertaken by the applicant with people who may be affected by the proposed activity and their representative organisations; Parties likely to be affected have chosen to ignore owners' preference to retain the status of Caloundra Gardens as an over 50's retirement village because of fear of legal action for age discrimination, given their perception of lack of clarity on age status of the village. These parties will be relieved to have a firm ruling of exemption on the basis of age as the basis for future business.
7. The financial or other hardship which will be incurred if the exemption is not granted; and Considerable conflict, confusion and legal costs will be imposed upon owners and residents of the Village if the exemption is not granted. Many are pensioners on fixed incomes, without the resources to engage in high cost legal procedures in order to confirm the retirement village status into which they have bought property. Failure to resolve the matter has had an impact on value of property and village harmony and created considerable confusion about the way to proceed to resolve the matter satisfactorily, given the constantly changing legislation and variable interpretation.
8. Measures proposed to minimise or reduce any hardship which may be faced by people affected by the proposed exemption. Exemption of Caloundra Gardens Village from age discrimination will bring clarity to the status of the Village and avert any future possibility of misunderstanding amongst stakeholders. In itself, this will reduce hardship, conflict and cost.

Feel free to contact me further should you require additional information or expansion of the notes herein.

Regards,

17 May 2007

Paula Margaret Collins  
PO Box 1763  
Carindale Qld 4152

ABN 47 702 595 758  
Riverside Centre  
123 Eagle Street  
Brisbane QLD 4000  
Australia  
Tel 61 7 3334 3000  
Fax 61 7 3334 3444

Correspondence  
PO Box 7082  
Riverside Centre  
Brisbane QLD 4001  
Australia  
DX 210 Brisbane  
www.aar.com.au

Dear Ms Collins

**Peter Anna Pty Ltd ('Peter Anna')  
Surrender of Lease to Paula Margaret Collins  
Unit 28 Caloundra Gardens**

We confirm that the surrender of the lease to Peter Anna has registered at the Department of Natural Resources and Water and that the sublease from Peter Anna to you has been merged with the fee simple.

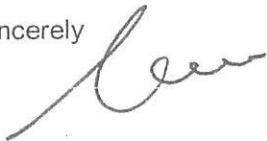
Please find attached:

1. a copy of the registration confirmation statement; and
2. your copy of the stamped Deed of Surrender and Release.

We note that the Land Titles Office no longer issues hard copy Certificates of Title unless specifically requested to do so.

This matter has now been finalised. Thank you for your assistance.

Yours sincerely



**Tony Davies**  
Partner

**James Rayner**  
Lawyer  
James.Rayner@aar.com.au  
Tel 61 7 3334 3129



LAND TITLE ACT 1994

## REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES AND WATER, QUEENSLAND

Title Reference : 17166075

Lodgement No: 2280739

Email: [brisbaneregistration@aar.com.au](mailto:brisbaneregistration@aar.com.au)  
ALLENS ARTHUR ROBINSON  
Office: BRISBANE  
Box: 24

# Deed of Surrender and Release

**Paula Margaret Collins**

**Peter Anna Pty Ltd (ACN 000 724 792)**

**Lot 2 on GTP 1860**

Riverside Centre  
123 Eagle Street  
Brisbane QLD 4000  
Australia  
Tel 61 7 3334 3000  
Fax 61 7 3334 3444  
[www.aar.com.au](http://www.aar.com.au)



Chronland 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100  
Section: 147  
Signed: 15/107

Date	27 APRIL 2007
Parties	<ol style="list-style-type: none"><li>1. <b>Paula Margaret Collins</b> of PO Box 1763, Carindale Qld 4152, (<i>Owner</i>)</li><li>2. <b>Peter Anna Pty Ltd</b> (ACN 000 724 792) of c/- Allens Arthur Robinson, Level 31, Riverside Centre, 123 Eagle Street, Brisbane (<i>Peter Anna</i>)</li></ol>
Recitals	<p>A Under the Lease, the Owner agreed to lease the Premises to Peter Anna.</p> <p>B Under the Sublease Peter Anna agreed to sublease the Premises back to the Owner.</p> <p>C The Owner and Peter Anna have agreed to surrender both the Lease and the Sublease subject to the execution of this Deed by all parties.</p>

**IT IS AGREED** as follows.

**1. Definitions**

**1.1 Definitions**

In this Deed, unless the subject or context is inconsistent the following expressions shall have the following meanings:

- Deed* means this deed as amended or supplemented in writing.
- Attorney* means any person appointed as the attorney of Peter Anna under this Deed.
- Date of Surrender* means the date of execution of the Form 8 Surrender of Freehold Lease executed by Peter Anna and the Owner.
- Lease* means the lease registered under dealing no. 601303565.
- Officer* includes any director, alternate director, secretary, assistant secretary, executive officer, attorney, solicitor and managing agent.
- Premises* means the premises leased under the Lease and Sublease.
- Sublease* means the sublease registered under dealing no 601303566

**1.2 Definitions in Lease**

Words and expressions defined in the Lease shall, where used in this Deed, bear the same meaning as in the Lease.

## **2. Surrender**

### **2.1 Surrender of Lease**

The Owner and Peter Anna agree that the Lease is surrendered from the Date of Surrender.

### **2.2 Request to merge sublease**

The Owner and Peter Anna agree to the Sublease being merged in the fee simple of the Premises as and from the day after the Date of Surrender

## **3. Release**

(a) Both parties, immediately and forever, release, to the full extent permitted by-law, each other, their Officers, agents, employees and contractors from all claims that either party has, or may in the future have against the other party and its Officers, agents, employees and contractors in respect of or in any way existing under or relating to any of the Lease, the Sublease or the Premises including, without limitation:

- (i) any claim pursuant to any legislation including, without limitation, any sections of the *Property Act 1974 (Qld)*, the *Land Title Act 1994 (Qld)* or the *Trade Practices Act 1974 (Cth)*;
- (ii) any claim for relief against unconscionable conduct; undue influence; duress; misrepresentation; negligence; delay; default; breach of contract; false, misleading or deceptive conduct; conduct likely to mislead or deceive; breach of duty (fiduciary, statutory or otherwise); breach of trust; misrepresentation (whether fraudulent, negligent or innocent), in relation to any act, matter or thing done or omitted to be done by either party; and
- (iii) any claim in regard to the lawfulness or otherwise of any payment made under (or claimed under) clause 2 of the Sublease.

(b) Both parties agree that this Deed may be pleaded by either party as a bar to any actions, suits, claims, demands or legal proceedings instituted by the other party with respect to any claim referred to in clause 3.

## **4. General**

### **4.1 Headings**

The headings of parts and clauses have been inserted in this Deed for guidance only and shall be deemed not to form any part of this Deed.

### **4.2 Persons Include Bodies Corporate**

Words importing natural persons shall include bodies corporate.

#### **4.3 Obligations Joint and Several**

Any obligation on the part of or for the benefit of two or more persons shall be deemed to bind or benefit (as the case may be) any two or more of them jointly and each of them severally.

#### **4.4 Gender**

Wording importing any gender shall include every gender.

#### **4.5 Number**

Wording importing the singular number shall include the plural number and vice versa.

#### **4.6 Bind all Signatories**

This Deed shall bind each of the signatories to the full extent provided in this Deed despite that:

- (a) one or more of the parties to this Deed has not executed this Deed; or
- (b) the execution of this Deed by any of the parties to this Deed (other than the person sought to be made liable) is or may become void or voidable.

#### **4.7 Bind Owner**

Despite any other provision of this Deed relating to the lawful effect of this Deed on the parties, this Deed shall not bind the Owner unless the Owner and all other parties to this Deed (or a lesser number as the Owner shall consent to) shall have executed this Deed.

#### **4.8 Warranty of Authority**

Each person signing this Deed:

- (a) as attorney for any party warrants to the other parties that at the date of execution by him he has not received any notice or information of the revocation of the power of attorney appointing him; and
- (b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution by him he has full authority to execute this Deed in that capacity.

#### **4.9 Unconditional Delivery**

Unless stated in this Deed, each party to this Deed unconditionally signs, seals and delivers this Deed as a deed when executing this Deed, so that he has an intention to be immediately legally bound by this Deed.

#### **4.10 Governing Law - Queensland**

Despite the domicile or residence of any of the parties to this Deed, the parties:

- (a) covenant that this Deed shall be governed by and construed in all respects in accordance with the law of the State of Queensland; and
- (b) submit to the non-exclusive jurisdiction of the Courts of the State of Queensland with respect to any legal proceedings relating to this Deed.

**4.11 Whole Deed**

The parties to this Deed covenant that:

- (a) the obligations contained in this Deed and in the Lease comprise the whole of the Deed between the parties;
- (b) no further obligations shall be deemed to be implied in this Deed or to arise between the parties by way of collateral or other Deed by reason of any statement, representation, warranty or undertaking given or made by any party to any other party or any person on their behalf on or prior to the date of this Deed; and
- (c) the existence of any implied or collateral or other Deed is negated.

**4.12 Assigns**

A reference to any of the parties to this Deed includes:

- (a) the relevant party;
- (b) its successors or permitted assigns; and
- (c) in the case of an individual, his (or their respective) executors and administrators.

**5. Acknowledgements**

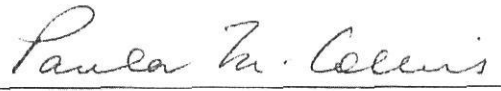
- (a) The parties acknowledge that they enter into this Deed fully and voluntarily on their own information and investigation. Each party to this Deed acknowledges that it is aware that it or its advisers, agents or lawyers may discover facts different from or in addition to the facts that they now know or believe to be true with respect to the subject matter of this Deed and that it is their intention to and they do fully, finally, absolutely and forever settle according to the provisions of this Deed any and all liabilities, Claims, disputes, and differences which now exists, or may exist or have ever existed between them relating in any way to the matters the subject of this Deed.
- (b) The parties acknowledge that each of them obtained independent legal advice in relation to this Deed before each of them executed a copy of this Deed.

EXECUTED and delivered as a deed

Signed Sealed and Delivered by Paula  
Margaret Collins in the presence of:

  
\_\_\_\_\_

Witness Signature

  
\_\_\_\_\_

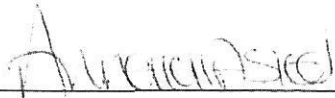
Signature

ROBERT MARK WALSH  
\_\_\_\_\_

Print Name

Each attorney executing this Deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

**Signed Sealed and Delivered for Peter  
Anna (ACN 000 724 792) by its attorney  
Leslie Anthony Davies under power of  
attorney no. 710316044 in the presence of:**



Witness Signature



Attorney Signature

Print Name ~~Annette Mary Holsted~~  
*JP (Qual) # 90984*

22 March 2010

Letter from Solicitor regarding  
original planning approval.

Our Ref: 1000107

The Proprietors "Caloundra Gardens"  
C/- Mr E T Jones  
Chairperson  
Unit 61 "Caloundra Gardens"  
96 Beerburrum Street  
CALOUNDRA QLD 4551

Dear Ted,

**MATTER: PROPOSED REGISTRATION OF "CALOUNDRA GARDENS"  
AS A RETIREMENT VILLAGE**

Further to my emails to you and our discussions during February and March I have liaised with the Council and reviewed the files made available to us and been now been provided with most of the necessary information

The available definitions of the relevant uses under the 1987, 1996 and 2004 Plans or Schemes were provided to me.

Unfortunately the definition applicable under the Scheme in existence at the date of the development works (*namely the Council Planning Scheme which began in 1971*) was not available.

However it would seem that the 1971 Scheme had the land located within a Special Purpose (*Hospital Aged Persons Care and Residential*) zone.

Fortunately one of the items able to be obtained from the Council files was an internal memo which confirmed that use of the land for purposes of a Retirement Village did not necessitate any Town Planning approvals and was, in essence, an as of right use.

It now remains for us to meet and develop a strategy for you to move forward and obtain the agreement of Unit Owners to the proposed registration of the Village as a Retirement Village. Under the *Retirement Villages Act 1999*.

I now look forward to hearing further from you.

**Enclosed** is an account for the investigations conducted with Council subsequent to the Council's original response.

I have discounted that account significantly as a measure of goodwill to you.

I now look forward to meeting further with you so that we can move this matter forward for you.

Kind regards  
Peter Porcellini  
Senior Lawyer  
**MUNRO THOMPSON**

15 January 2010

Our Ref: 1000107

The Proprietors "Caloundra Gardens"  
C/- Mrs Una Dean  
Secretary  
Unit 29 "Caloundra Gardens"  
96 Beerburum Street  
CALOUNDRA QLD 4551

Dear Ted and Una,

**MATTER: PROPOSED REGISTRATION OF "CALOUNDRA GARDENS"  
AS A RETIREMENT VILLAGE**

Thank you for the opportunity to assist you in your investigations concerning your proposed registration of "Caloundra Gardens" as a Retirement Village.

I confirm the following for you as promised.

The process is likely to involve the following steps:

1. investigations with the Caloundra Division of the Sunshine Coast Regional Council to establish what Local Government Approvals exist for use of the complex as a Retirement Village;
2. obtaining the agreement of as many as possible of the 75 Unit Owners to the registration of the complex as a Retirement Village;
3. incorporation of the Scheme Operator Company which will have the following Officeholders and Shareholders:
  - (1) all Directors will be a member of the Committee of the Body Corporate; and
  - (2) each Unit Owner will be a Shareholder;

and the Constitution for which will need to be amended to restrict who can be a Director or a Shareholder;

4. preparation of the following draft documents:
  - (1) Application for Registration;
  - (2) Public Information Document;
  - (3) specific pro forma Contract to be used for all future sales of Units;
  - (4) Residence Contract for purposes of the *Retirement Villages Act 1999* and if a Retirement Village Scheme similar to that adopted in Pebble Beach Retirement Village is used then this will include the following documents:
    - (a) Lease from existing Owner to Scheme Operator;

PROPERTY  
BUSINESS  
SUCCESSION

TERRY BETHKE  
Principal  
Accredited Specialist Property Law

PETER PORCELLINI  
CALVIN KONG  
Senior Lawyers

LINDY GOULTER  
Property Transfer Manager

Level 2, 77 The Esplanade  
P.O. Box 5, Mooloolaba  
Queensland 4557

Phone: 07 5444 3466  
Facsimile: 07 5444 2150

[www.munrothompson.com.au](http://www.munrothompson.com.au)  
ABN: 38 141 168 377

Member of Law Australia

Similarly that estimate will be narrowed down and updated while the process is undertaken.

#### **Owners Documents**

In so far as concerns the process of liaising with each Owner and if necessary their lawyer and mortgagee to obtain registration of the Lease, Sub-Lease and perhaps Caveat, it is difficult to provide an estimate of cost and time.

Cost and time will be affected by how quickly each Owner attends to our requests in that regard.

If the relevant Unit is encumbered by a mortgage then it will also depend on how the mortgagee wants to deal with the matter.

If all concerned deal with the matter promptly then I expect that the process of obtaining signature of documents and registration should not take any more than 3 to 6 months.

In so far as concerns the costs of that process, as a very broad estimate, each Owner should budget something in the order of \$1,500. This includes the State Government registration fees.

If a mortgagee is involved then the costs and time estimates may be affected by that mortgagee's requirements.

#### **Overall Estimate**

Accordingly if the overall cost is reduced to a per Owner cost, each Owner should budget something in the order of \$2,000.

That should cover the cost of obtaining registration of the Village as a Retirement Village and registration of the individual documents relevant to that Owner's Unit.

#### **Benefit of being a Retirement Village**

Obtaining registration of the complex as a Retirement Village will have the benefit that you are able to discriminate as to age when it comes to who is allowed to live in the complex.

That discrimination does not need to restrict an Owner's age.

You will recall that for purposes of this process we may be able to deal with who owns a Unit and who resides in a Unit in different ways.

In that regard Section 26 of the *Retirement Villages Act 1999* provides as follows:

#### **26. Certain Age Restrictions on Residents not unlawful**

*Despite the Anti-Discrimination Act 1991, it is not unlawful for a Scheme Operator to discriminate on the basis of age if the discrimination merely limits Residents in a Retirement Village to older members of the community and retired persons.*

This exemption is one which only applies to complexes that are registered as Retirement Villages.

A non Retirement Village complex that wishes to obtain the benefit of any such exemption must make application to the Queensland Civil & Administrative Tribunal (QCAT) for exemption from the relevant parts of the *Anti-Discrimination Act 1991*.

If the application is successful then the Order would generally only be for a limited period.

The complex will then need to make further application once the Order expires.

There is significant uncertainty involved in that process.



Caloundra Gardens Village

Munro Thompson Lawyers - Service Expense

Solicitor

Other

Letter Ref 1000107 dated 15 January 2010

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MT Letter to Sunshine Coast Regional Council  
seeking ruling on land use approval as a retirement  
village

500

Search Fee (Council) - estimate

500

Establish Company & structure

5,000

Prepare public information document (est)

5,000

Prepare specific pro forma contract to be used for  
all future sales

5,000

Residence contracts - lease, sub-lease and caveat

5,000

Government charges for registration \$360/unit

27000

Prepare application for RV Scheme >\$15,000

25000

Process owners documents \$2,000 per unit

150000

Office of Fair Trading - processing of application

2700

Security checks on directors

400

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\$195,500

\$30,600

Total

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\$226,100

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