

# 昆士兰最新卖方披露制度

## 卖方篇 10问10答 \*2025年8月1日起实施



### 1. 卖方披露制度是什么？

“卖方披露制度”是**2025年8月1日生效**的新法律框架，旨在提升房产交易透明度。签订合同前，卖方需提供**完整签署的《卖方披露声明表格 2》**以及**物业相关的所有法定证书**。

该制度适用于所有登记房产，包括住宅（如独立别墅、公寓等）、商业物业。拍卖时，所有登记竞标者需在拍卖前收到披露文件；期权合约交易。

### 2. 哪些情况可以豁免卖方披露？

**亲属间交易**（买方书面放弃披露）、**涉及政府机构的买卖**、**1000 万澳大利亚元以上交易**（买方书面同意免除）、**共有者之间的转让**、**法院命令下的出售**、**期房**（受其他法监管）。

### 3. 卖方必须披露哪些内容？

- 第 1 部分-卖方和物业信息：卖方姓名、物业地址等。
- 第 2 部分-产权和产权负担：产权查询和测量计划等
- 第 3 部分-土地使用、规划和环境：当地规划方案下的分区等。
- 第 4 部分-建筑物和结构：游泳池安全合规情况等。
- 第 5 部分-地方市政费和公共服务费用。
- 第 6 部分-社区产权或 BUGTA 计划：社区管理声明等。

### 4. 卖方可以不披露哪些内容？

洪水或自然灾害历史、结构安全性、建筑或开发批准、石棉存在情况、公用设施连接。

### 5. 为什么卖方要提供这些信息？

**新制度让卖方在签合同前给买方查看物业关键信息的机会，助买方了解物业状况，降低签约后纠纷风险。**买方需仔细审查《卖方披露声明表格 2》及附带文件，有疑问在签合同前寻求法律建议。发现已披露但未理解的问题，签合同后可能无法终止合同。

### 6. 若卖方没有披露，怎么办？

若卖方未按规定提供披露文件，或文件有误、不完整，买方交割前可行使法定终止合同权利。卖方未遵守法定披露要求后果严重，**买方有权：交割前终止合同+因未披露内容遭受财务损失时索赔。**

## 更定制化的昆士兰过户服务 Conveyancing Service



# 昆士兰最新卖方披露制度

## 卖方篇 10问10答 \*2025年8月1日起实施



### 7. 2025年8月新政后，对卖方的影响有什么？

**准备工作增加：**卖方需投入更多时间准备售房。  
**成本增加：**房地产交易费用可能上升，卖方应纳入销售预算。  
**时间延迟：**可能延迟合同签署，买方审查合同也会耗时更长。  
**市场影响：**长远看可促进房地产市场透明高效，买方更放心。  
**中介佣金的支付：**合同交割前终止可能影响卖方中介代理人的佣金权益，其佣金依赖交割完成，合同终止可能拿不到佣金。  
 对卖方和中介而言，合规是避免合同终止的关键，了解披露义务、遵循最佳实践，确保交易顺利合法。

### 8. 谁负责准备《卖方披露声明》？

《卖方披露声明表格 2》可以由**卖方自己、卖方律师、卖方房地产中介代理（获授权时）**准备。

需注意中介虽能准备表格，但不能提供法律建议或解释法律文件，仅负责填入卖方提供及查询获取的信息。

### 9. 如何领取《卖方披露声明表 2》中文版？对于卖家，还要注意什么？

2025 年 8 月 1 日前后参与房产交易或签合同，要明确新制度下的权利和任务，有疑问寻求法律建议。  
 卖方或中介有疑问，或对填写表格没把握，可联系 **Auslaw Partners | 澳和律业** 协助，确保物业出售合规。

### 10. Auslaw 收费与服务流程（卖方收费）

#### a. 确定检索内容

委托Auslaw准备《披露声明表格》及所需检索资料。

#### b. 固定律师费

Auslaw固定检索律师费：请参见报价单或联系我们，另加检索费用。  
 \*注意：检索费用预计约为 \$200 - \$700（实际金额可能因不同案件有所变动）

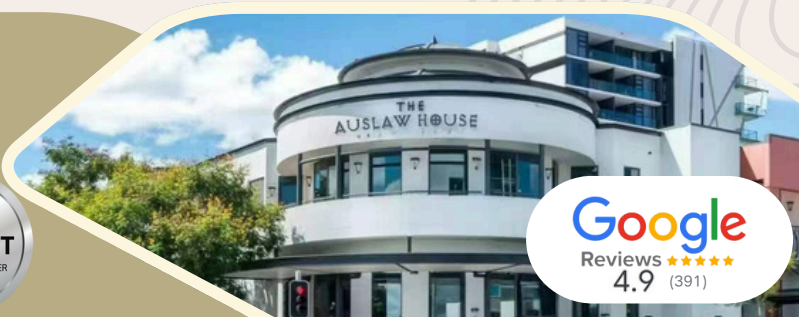
#### c. 快速检索通道

Auslaw将在委托后3至7个工作日提供检索报告，协助业主完成《披露声明表格》。

#### d. 后续过户

提供产权过户一条龙服务，协助起草《售房合同》并完成产权过户。

## 更定制化的昆士兰过户服务 Conveyancing Service



## 卖方披露声明



Queensland  
Government

《2023年财产法》（Property Law Act 2023）第99条  
表格2，第一版 | 自2025年8月1日起生效

致买方的警告——本声明包含有关拟出售物业的重要法律信息及其他信息。在签署合同前，您应当仔细阅读并确认本声明中的所有信息。建议您在签署本表格前寻求法律意见。如果您对本声明中的信息不满意，不应假设在签署合同后仍可解除合同。

警告——您必须在签署物业买卖合同之前收到本声明。

本声明不包括以下信息：

- » 洪水或其他自然灾害的历史记录
- » 建筑结构的稳固性或虫害问题
- » 物业目前或以往的使用情况
- » 物业当前或过去的建筑或开发审批情况
- » 规划法对土地使用的限制
- » 物业已接入或可能已接入的服务设施
- » 物业建筑物或改加建部分中是否存在石棉。

建议您在签署合同前，主动对上述事项进行调查了解。如果您在签署合同后才发现这些问题，可能无法终止合同。

### 第一部分——卖方及物业详情

卖方	
物业地址 (在本声明中称为“物业”)	
地块及注册图编码	

社区产权计划或  
BUGTA计划：

该物业是否属于社区产权计划或建筑单元与团体产权计划：

☐ Yes

☐ No

如果是，请参阅本声明的第六部分以获取更多信息

如果不是，请忽略本声明的第六部分，该部分无需填写

### 第二部分——产权详情，产权限制情况及住宅整租或分租协议

土地所有权详情

卖方向买方提供或已提供以下资料—

根据《1994年土地所有权法》出具的物业产权检索，显示该物业在该法案下登记的相关权益

☐ 是

物业注册图的注册副本

☐ 是



已登记产权限制 (权利负担)	<p>如有，已登记的负担会记录在土地产权检索，可能会影响您对物业的使用。例子包括地役权、法定契约、租赁权和抵押权。</p> <p>您在签署合同前，应寻求法律建议，了解您的权利和义务。</p>
未登记的产权限制 (不包括法定负担)	<p>物业是否存在未登记的产权限制，并将在交割后继续产生影响。<input type="checkbox"/> 是 <input type="checkbox"/> 否</p> <p>注意——如果物业属于社区产权计划或BUGTA计划，可能会受到法定地役权的约束并享有其利益，而这些法定地役权无需披露。</p>
	<p>未登记的租赁协议（如适用）</p> <p>如果未登记的负担是未登记的租赁协议，协议详情如下：</p> <div><p>» 租赁期限的起始和结束日期 <input type="text" value="填写日期区间"/></p><p>» 应付的租金和押金金额： <input type="text" value="填写租金和押金金额"/></p><p>» 租赁协议是否包含续租选项： <input type="text" value="填写续租选项相关信息"/></p></div>
	<p>其他未登记的书面协议（如适用）</p> <p>如果未登记的负担是由书面协议产生，且不是未登记的租赁协议，则应提供该协议的副本，以及相关图则（如有）。 <input type="checkbox"/> 是</p>
	<p>未登记的口头协议（如适用）</p> <p>如果未登记的负担是由口头协议产生，且不是未登记的租赁协议，协议详情如下：</p> <div><p>填写协议双方当事人姓名、协议期限及物业所有者需支付的任何款项。</p></div>
法定产权限制 /负担	<p>有影响该物业的法定产权限制/负担。 <input type="checkbox"/> 是 <input type="checkbox"/> 否</p> <p>如果是，任何法定负担的具体详情如下：</p> <div></div>
住宅整租协议或 分租房间住宿 协议	<p>该物业在过去12个月内曾受《2008年住宅租赁与合住房间住宿法》（<i>Residential Tenancies and Rooming Accommodation Act 2008</i>）管辖，签订过住宅住宅整租或分租协议。 <input type="checkbox"/> 是 <input type="checkbox"/> 否</p> <p>如果是，物业或各个居住房间的租金最近一次上涨的时间是什么时候？（填写物业或房间最近一次租金上涨的日期） <input type="text"/></p> <p>注意——根据《2008年住宅租赁与合住房间住宿法》，住宅物业的租金不得在上一次租金上涨后的12个月内再次上涨。作为物业所有者，您可能需要提供上一次租金上涨的具体日期的证据。您应在交割前要求卖方向您提供该证据。</p>

## 第三部分——土地用途，规划与环境

**致买方的警告**——如果该物业的当前用途或拟议用途在当地规划方案下并不合法，您可能无权主张任何权利。您可向相关地方政府了解适用于该地块的任何规划与开发限制，包括有关短期出租的规定。

分区类别 (Zoning)	该物业的分区类别为（请填写适用的规划方案、《2012年经济发展法》《1987年综合度假区发展法》《1993年混合用途发展法》《1971年州发展与公共工程组织法》或《1985年神仙湾度假村法》下的分区类别）：  
交通规划与征收 事项	该地块受到联邦、州或地方政府机构就某项交通基础设施规划*而向卖方发出的通知的影响，该规划涉及：在该物业上建设交通基础设施；或改变该物业的边界尺寸。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 该地块受到拟征收该物业或其任何部分的意向通知的影响。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 如果是，卖方必须提供该通知、命令、规划或相关信函的副本。

\* 交通基础设施一词的含义见《1994年交通基础设施法》(Transport Infrastructure Act 1994)中的定义。规划是指通过某种正式程序所作出的决议或采纳方案，用以制定将对该物业产生实际影响的计划或选项。

污染与环 境 保 护	根据《1994年环境保护法》，该物业是否登记在环境管理登记册或受污染土地登记册中？ <input type="checkbox"/> 是 <input type="checkbox"/> 否 以下通知已发出或正在生效： 根据《1994年环境保护法》第408(2)条发出的通知（例如，土地受污染通知、说明原因通知、现场调查要求、清理通知或现场管理计划）。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 根据《1994年环境保护法》第369C(2)条发出的通知（该物业为适用环境执法令的场所或企业）。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 根据《1994年环境保护法》第347(2)条发出的通知（该物业为适用规定的过渡环境计划的场所或企业）。 <input type="checkbox"/> 是 <input type="checkbox"/> 否
---------------------	--

树木	有一份根据《2011年邻里纠纷（分界栅栏和树木）法案》涉及该物业的树木命令或申请。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 如果是，卖方必须提供该命令或申请的副本。
----	--

文化遗产	该物业受《1992年昆士兰文化遗产法》保护，或根据《1999年环境保护与生物多样性保护法》（联邦法案）被列入世界遗产名录。 <input type="checkbox"/> 是 <input type="checkbox"/> 否
------	--

洪水风险	有关物业是否受洪水或其他自然灾害影响，或是否处于自然灾害覆盖区的信息，可向相关地方政府查询，建议您自行调查了解。物业的洪水信息也可通过 <a href="#">昆士兰洪水查询门户（FloodCheck Queensland）</a> 或澳大利亚洪水风险信息门户（ <a href="#">Australian Flood Risk Information</a> ）获取。
------	--

植被、生境及受 保护植物	有关植被清理、考拉栖息地及可能适用于土地开发的其他限制的信息，可向相关州政府机构查询。
-----------------	---

## 第四部分——建筑物及结构

**致买方的警告**——卖方不保证物业上的建筑物或附属设施的结构稳固性，也不保证这些建筑物已获得必要的批准，或物业不存在虫害问题。您应聘请持证建筑检查员或具备相应资质的工程师、建造师或害虫检查员对物业进行检查并出具报告，同时进行相关查询，以确定物业上的建筑物和附属设施是否获得必要批准。

游泳池	该物业设有相关的游泳池。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 如果物业属于社区产权计划或BUGTA计划，泳池为计划内共用设施。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 已提供泳池合规证书。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 或 已提供无泳池安全证书通知。 <input type="checkbox"/> 是 <input type="checkbox"/> 否
业主建造许可下的无执照建筑工程	在过去6年内，待售物业中是否有在取得业主自建许可情况下，由非持牌建筑商进行的建筑工程。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 根据《1991年昆士兰建筑与施工委员会法》第47条，卖方必须出具相关通知，您可能需要在签署合同前签署该通知并返还给卖方。
通知与命令	根据《1975年建筑法》第246AG、247或248条，或《2016年规划法》第167或168条，有未解决的说明原因通知或执行通知。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 卖方已收到来自地方、州或联邦政府、法院、仲裁庭或其他主管机关的通知或命令，且该通知或命令仍然有效，要求对物业进行整改或支付相关费用。 <input type="checkbox"/> 是 <input type="checkbox"/> 否 如果是，卖方必须提供该通知或命令的副本。
建筑能效证书	如果该物业为超过1,000平方米的商业办公楼，建筑能效证书可在建筑能效登记册上查阅。
石棉	卖方不保证物业建筑物或附属设施中是否存在石棉。1990年前建造的建筑物或附属设施可能含有石棉。含石棉材料（ACM）可能一直使用到2000年代初。石棉或含石棉材料在受损、扰动或劣化时可能变得危险。关于石棉的信息可查询 <a href="http://asbestos.qld.gov.au">昆士兰政府石棉网站（asbestos.qld.gov.au）</a> ，其中包含石棉常见位置及其他针对业主的实用指导。

## 第五部分——市政费与服务

**致买方的警告——**您需支付的费用金额可能与卖方所承担的金额不同。

### 市政费

以下情况以适用者为准——

根据最新的市政费通知，物业应支付的所有市政费及费用总额\*（未含任何折扣）为：

金额：

日期范围：

或

该物业目前享有市政费豁免资格。 \*\*

☐

或

该物业不享有市政费豁免，但政府未对该物业单独出具市政费评估通知。 ☐

\*优惠说明：地方政府可能会对市政费给予优惠。除非您符合《2012年地方政府条例》第120条或《2012年布里斯班市条例》第112条的条件，否则该优惠不会转移给您作为买方。

\*\* 市政费豁免适用于特定实体。除非您符合《2009年地方政府法》第93条或《2010年布里斯班市法》第95条的条件，否则该豁免不会转移给您作为买方。

### 水费

以下情况以适用者为准——

根据最新的水务收费通知，物业应支付的水务服务费用总额\*为：

金额：

日期范围：

或

该地块未单独出具水务收费通知，但水务服务费用总额估算为：

金额：

日期范围：

\*水务收费通知指根据《2008年供水（安全与可靠性）法》由水务服务提供者发出的水费通知。

## 第六部分——社区产权计划及建筑单元与团体产权计划

(如果物业属于社区产权计划或建筑单元与团体产权计划，则本部分必须填写。)

**致买方的警告——**如果物业属于社区产权计划或BUGTA计划，且您购买该物业，您将成为该计划的业主委员会成员，享有参与重大决策的权利，并需为业主委员会管理该计划的费用支付分摊款项。您还需遵守相关章程，章程将规范您对公共财产和该地块的使用。

如需了解更多关于作为业主委员会成员的生活以及您的权利和义务的信息，请联系业主委员会与社区管理专员办公室（**Office of the Commissioner for Body Corporate and Community Management**）。

《1997年业主委员会与社区管理法》	该物业包含在社区产权计划内。 (如果是，请填写以下信息)	<input type="checkbox"/> 是 <input type="checkbox"/> 否
社区管理章程	已向买方提供该计划根据《1994年土地所有权法》或其他相关法规登记的最新社区管理章程副本。  <b>注意——</b> 如果物业属于社区产权计划，该计划的社区管理章程包含有关业主权利和义务的重要信息，包括地块权益、章程以及专用使用区域等事项。	<input type="checkbox"/> 是
业主委员会证书	根据《1997年业主委员会与社区管理法》第205(4)条规定，已向买方提供该地块的业主委员会证书副本。  如果没有——应向买方提供一份说明声明，内容如下：  » 该地块的业主公司证明副本未附上；并且 » 根据《2024年财产法条例》第6条的规定，说明卖方未能获得该地块业主公司证明副本的原因。	<input type="checkbox"/> 是 <input type="checkbox"/> 否  <input type="checkbox"/> 是
法定担保	<b>法定担保——</b> 如果您签订合同，您将根据《1997年业主公司与社区管理法》享有默示担保，涉及事项包括：共有财产或业主公司资产中隐藏或明显的缺陷；任何非正常运营成本范围内的实际、预期或或有的财务负债；以及与业主公司事务有关、可能对您作为物业所有者造成重大不利影响的任何情况。合同中将对相关担保作进一步披露。	
《1980年建筑单元与团体所有权法》	该物业属于《建筑单元与团体产权方案》 (如果选择“是”，请填写以下信息)	<input type="checkbox"/> 是 <input type="checkbox"/> 否
小区物业证明书	根据《1980年〈建筑单元与团体所有权法〉》第40AA(1)条规定，已向买方提供该地块的小区物业证明书副本。  如果选择“否”——则向买方提供一份说明声明，内容如下：  » 未附上该地块的小区物业证明书副本；且 » 根据《2024年财产法条例》第7条规定，说明卖方未能获得该地块小区物业证明书副本的原因。  <b>注意——</b> 如果该物业属于建筑单元与团体产权方案，您将受小区物业批准的附例以及其他管理您对该物业和共有财产使用的附例的约束。	<input type="checkbox"/> 是 <input type="checkbox"/> 否  <input type="checkbox"/> 是



## 签名——卖方

\_\_\_\_\_  
卖方签名

\_\_\_\_\_  
卖方签名

\_\_\_\_\_  
卖方姓名

\_\_\_\_\_  
卖方姓名

\_\_\_\_\_  
日期

\_\_\_\_\_  
日期

## 签名——买方

买方签署本披露声明，即确认在与卖方签订该地块买卖合同之前已收到本披露声明。

\_\_\_\_\_  
买方签名

\_\_\_\_\_  
买方签名

\_\_\_\_\_  
买方姓名

\_\_\_\_\_  
买方姓名

\_\_\_\_\_  
日期

\_\_\_\_\_  
日期

### 声明：

• 本文仅供一般性参考，并无意提供任何个案法律建议；如中文翻译与英文原文存在不一致，应以英文原文为最终解释与适用依据；译者明示不对任何依赖本译文内容而采取或不采取行动所导致的后果承担责任。

• 更多解读或法律服务，可联系Auslaw Partners 澳和律业：电话1300012300或微信Auslaw05

# Seller disclosure statement



Queensland  
Government

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 *Land Title Act 1994*  
showing interests registered under that Act for the property.

☐ **Yes**

A copy of the plan of survey registered for the property.

☐ **Yes**

<b>Registered encumbrances</b>	<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>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—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 <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></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"> <li>» the start and end day of the term of the lease:</li> <li>» the amount of rent and bond payable:</li> <li>» whether the lease has an option to renew:</li> </ul> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></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>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p>
<b>Residential tenancy or rooming accommodation agreement</b>	<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"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, 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></p> <p><b>Note</b>—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.

<b>Zoning</b>	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> :		
<b>Transport proposals and resumptions</b>	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.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		

\* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

<b>Contamination and environmental protection</b>	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	<b>The following notices are, or have been, given:</b>		
	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).	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	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).	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	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).	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

<b>Trees</b>	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the order or application must be given by the seller.</i>		

<b>Heritage</b>	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).	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
-----------------	---	-------------------------------------	------------------------------------

<b>Flooding</b>	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 <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.		
-----------------	---	--	--

<b>Vegetation, habitats and protected plants</b>	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.		
--	---	--	--



## 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.

<b>Swimming pool</b>	There is a relevant pool for the property.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	Pool compliance certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	OR		
	Notice of no pool safety certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	<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>		
<b>Notices and orders</b>	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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	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.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the notice or order must be given by the seller.</i>		
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	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 ( <a href="http://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) 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.

<b>Rates</b>	<b>Whichever of the following applies—</b>
	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: _____ Date Range: _____
	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 is issued by a local government for the property. <input type="checkbox"/>

\*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*.

<b>Water</b>	<b>Whichever of the following applies—</b>
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: _____ Date Range: _____
	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: _____ 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.**

<b>Body Corporate and Community Management Act 1997</b>	<p><b>The property is included in a community titles scheme.</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>(If Yes, complete the information below)</i></p>
<b>Community Management Statement</b>	<p>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. <input type="checkbox"/> <b>Yes</b></p> <p><b>Note</b>—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.</p>
<b>Body Corporate Certificate</b>	<p>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. <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul>
<b>Statutory Warranties</b>	<p><b>Statutory Warranties</b>—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.</p>

<b>Building Units and Group Titles Act 1980</b>	<p><b>The property is included in a BUGTA scheme</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>(If Yes, complete the information below)</i></p>
<b>Body Corporate Certificate</b>	<p>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. <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul> <p><b>Note</b>—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.</p>

## Signatures – SELLER

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
Name of seller

\_\_\_\_\_  
Name of seller

\_\_\_\_\_  
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