

# **Statutory Warranties and Contractual Rights**

## **Information Report**

*This Report contains information about the Body Corporate and the Scheme land for the purposes of the Seller completing the Statutory Warranties and Contractual Rights section, clauses (a) to (g) inclusive, of the Reference Schedule of the QLS/REIQ Contract for the Sale and Purchase of Residential Real Estate (effective 1 August 2025).*

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### **Seller and Lot Information**

Date of Report	8/12/2025
Seller Name	CHRISTOPHER NORMAN SHEPHERD & KAYLA JANE CARRICK
Lot Number	Lot 10
Community Title Scheme No	47781
Community Title Scheme Name	10 Cleveland View

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**As the Lot is a Lot in a community titles scheme the Seller gives notice to the Buyer of the following matters:**

#### **(a) Latent or Patent Defects (s 223(2)(a)(b))**

Are there any latent or patent defects in the common property or body corporate assets, other than defects arising through fair wear and tear?

Yes    None disclosed in the Body Corporate records

Details (if Yes):

There are continuing leaks in the body corporate water pipes located beneath the concrete driveway, and a structural report identifies multiple existing defects including cracking to external render (Notice of AGM 2025; Structural Inspection Report July 2024) Rectification yet to be approved.

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**(b) Liabilities of the Body Corporate (s 223(2)(c)(d))**

Are there any actual, contingent, or expected liabilities of the body corporate that are not part of its normal operating expenses?

Yes  None disclosed in the Body Corporate records

Details (if Yes):

The Body Corporate has a proposed liability for the replacement of the water main for \$44,980.76, to be part-funded by a proposed loan of \$25,000.00 (Notice of AGM 2025).

The Administrative fund is in a deficit of \$22,856.29 as at 2 December 2025 (Financials 2025)

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**(c) Circumstances Likely to Prejudice the Buyer (s 223(3))**

Are there any circumstances in relation to the affairs of the body corporate likely to materially prejudice the buyer?

Yes  None disclosed in the Body Corporate records

Details (if Yes):

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**(d) Proposal to Record a New Community Management Statement (Clause 12.9(1)(a))**

Has the body corporate proposed or resolved to record a new Community Management Statement (CMS)?

Yes  None disclosed in the Body Corporate records

Details (if Yes):

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**(e) Unapproved Improvements on Common Property (Clause 12.9(1)(b))**

Are there any improvements on common property that benefit the lot but have not been approved?

Yes  None disclosed in the Body Corporate records

Details (if Yes):

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### **(f) Outstanding By-law Contravention Notices (Clause 12.9(1)(c))**

Has the Seller received notice of a by-law contravention relating to the Lot from the Body Corporate which has not been fully complied with or otherwise remains in effect?

Yes  None disclosed in the Body Corporate records

Details (if Yes):

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### **(g) Proposed Body Corporate Resolutions (Clause 12.10)**

Has the body corporate proposed any resolutions (e.g., for levies or significant works)?

Yes  None disclosed in the Body Corporate records

Details (if Yes):

Motions for an upcoming Annual General Meeting include the replacement of the water main and entering into a loan agreement to partially fund the works (Notice of AGM 2025).

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### **Important Notice for Sellers**

This report looks at Body Corporate records for the last three years (AGM to AGM).

Under Queensland law (section 223 of the *Body Corporate and Community Management Act 1997*), when you sell your lot you are giving the buyer certain legal promises (warranties). These include that:

- Defects (a): To the best of your knowledge, there are no hidden or obvious defects in the common property or Body Corporate assets, except for normal wear and tear or anything you have disclosed in the contract.
- Liabilities (b): To the best of your knowledge, there are no extra liabilities of the Body Corporate (outside of normal operating expenses), unless these are disclosed in the contract.
- The Body Corporate records do not disclose any such defects or liabilities.
- At settlement, you aren't aware of any other problems with the Body Corporate that could negatively affect the buyer, unless you have already disclosed them.

### **What this means for you:**

- This report only covers what we found in the Body Corporate records for the last three years.
- In many cases, the records may mention problems (like leaks, cracks, insurance claims, or special levies) but do not show whether the issue was resolved or the liability finalised.
- If you know about any problems or liabilities from before this three-year period, or you know whether a matter has or has not been rectified, you still need to tell the buyer.
- You can either:
  1. Ask us to prepare an extended report that goes back further (extra cost applies); or
  2. Disclose the issue directly in the Contract of Sale.

**Not disclosing something you know (or should reasonably know) could put you in breach of your legal warranties.**

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## Seller Acknowledgement

Ultimately, it is your responsibility, as the Seller of the Lot, to ensure the information inserted into clauses (a) to (g) of the Statutory Warranties and Contractual Rights section of the Reference Schedule of the QLS/REIQ Contract is current and correct.

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### Important Disclaimer:

SCLS Pty Ltd prepares this information based on the Body Corporate records made available to us at the time of inspection.

- **SCLS Pty Ltd is not responsible** for any failure of the Body Corporate Secretary, Manager, to provide complete or accurate records under Section 205 of the BCCM Act.
  - In cases where records are held in **computer-based document systems**, we cannot guarantee all relevant documents have been accurately identified, named, or provided.
  - Many Body Corporate managers (particularly during and post-COVID) **limit access to records**, providing them only electronically or selectively via email.
  - We make every effort to verify that we have received and reviewed all key records. However, **some documents may have been missing, incomplete, misfiled, or withheld**, and this may impact the accuracy of the information used to prepare the statutory warranties.
  - Ultimately, **you, the Seller**, should ensure that you are satisfied with the information contained in this report before inserting the information into the Contract.
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