



# Seller Disclosure and Authorisation to Search

## Form 2 Seller Disclosure Statement (for lots in a body corporate)

You have / are about to engage us to complete a form 2 seller disclosure statement for a lot in a body corporate.

We charge a base price of \$600 for this service which will include several document searches that we need you to authorise us to undertake.

There is other information **you will need to provide**.

If you cannot provide the information required, or do not know the answer to the questions asked, then additional searches may be required. We cannot provide you with advice (legal or otherwise) about which searches you should undertake. If you are unsure you will need to check with your solicitor.

Please read the following pages closely and answer any questions raised. The questions asked relate to your lot and are specific to matters that will transfer to the buyer.

Where authority to search is required, please tick the box to authorise. The questionnaire will note whether the particular search is included in the search fee or additional.



## PART 1 Seller and property details

**Q1:** Please enter the address of the lot to be sold:

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**Q2:** Please enter the name on title for above address: (enter registered name as will appear on title)

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**Q3:** Please enter the name of the strata manager for the subject scheme

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We will use the name and address supplied to ensure the form 2 seller disclosure is for the correct lot. We further need to know whom to contact to obtain body corporate certificate.

*Additional information which would be helpful but is **not** compulsory:*

COPY: If you have a copy of your body corporate Notice of Contributions this will be helpful in ensuring correct details. Alternatively, you may complete the below.

Lot number: \_\_\_\_\_

Plan number: \_\_\_\_\_



## PART 2 Title details, encumbrances and residential tenancy or rooming accommodation agreement

SEARCH: A title search and survey plan are included in your search fee.

Client Authority to Proceed with Search



### Encumbrances:

*For the purposes of this part, an encumbrance includes an unregistered lease (including a short lease, and residential tenancy agreement), access agreement, an opt-out agreement, deferral agreement or conduct and compensation agreement under the Mineral and Energy Resources (Common Provisions Act 2014), unregistered charge, mortgage, easement or profit a prendre known, or reasonably expected to be known, to the seller. This may also include statutory encumbrances such as for power or drainage.*

### Statutory Encumbrances:

SEARCH: A search of statutory encumbrances is included in your search fee paid.

Client Authority to Proceed with Search



### Unregistered Encumbrances:

**Q1:** Has the property been leased in the last 12 months (including any ongoing leases)? *This includes a lease, a residential tenancy agreement or a rooming accommodation agreement under the Residential Tenancies and Rooming Accommodation Act 2008.*

Yes / No

If yes:

The start and end day of the term of the lease:

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The amount of rent and bond payable:

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Does the lease has an option to renew?

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When was the last increase for the premises or the residents' room?

\_\_\_\_\_(this should be a precise date)

*Additional information which will be helpful:*

COPY Required

Written evidence of the day of the last rent increase. *NOTE: This is not required to complete the Form 2 Seller Disclosure but it is referenced and the buyer is advised to request from the seller.*

**Q2:** Are there any additional unregistered encumbrances created by an agreement in writing that is not a lease?

Yes / No

If yes:

COPY A copy of the written agreement must be attached.

**Q3:** Are there any additional unregistered encumbrances created by an oral agreement in writing that is not a unregistered lease?

Yes / No

If yes:

Names of parties:

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Term of Agreement:

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Amounts Payable:

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## PART 3 Land use, planning and environment

### Zoning

SEARCH: A search is included in the search fee paid.

Client Authority to Proceed with Search



### Transport proposals and resumptions

SEARCH: A search is included in the search fee paid.

Client Authority to Proceed with Search



### Contamination and Environmental Protection

SEARCH: A search of contaminated land register is included in your search.

Client Authority to Proceed with Search



#### **Q1:** Have you given, or need to give, any of the following notices?

- A notice under section 408(2) of the Environmental Protection Act 1994 (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).

YES / NO

If yes:

COPY A copy of the notice must be attached.

- A notice under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an environmental enforcement order applies).

YES / NO

If yes:

COPY A copy of the notice must be attached.



- A notice under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a prescribed transitional environmental program applies).

YES / NO

If yes:

COPY A copy of the notice must be attached.

## **Trees**

SEARCH: A search of orders made is included in your search fee paid.

Client Authority to Proceed with Search



**Q1: Are you aware of any application made under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 affecting the property?**

YES / NO / UNKNOWN

If yes,

COPY A copy of the application must be attached.

If unknown,

An additional search may be carried out here at an extra cost of \$38.88. This search may take up to 20 days.

Client Authority to Proceed with Search – additional cost  
\$38.88



## **Heritage**

SEARCH: A search is included in your search fee paid.

Client Authority to Proceed with Search





## PART 4 Buildings and structures

### Pools

**Q1:** Is there a shared pool?

YES / NO

If yes, a copy of the certificate or notice of no pool safety certificate is included in the search fee paid.

Client Authority to Proceed with Search



**Q2:** Is there a pool associated with the lot only?

YES / NO

If yes, please let us know if you have not obtained a pool safety certificate

If there is no pool safety certificate for your private pool then you will need to prepare or liaise with us to prepare a Notice of no Pool Safety Certificate.

### Unlicensed building work under owner builder permit

SEARCH: A search is included in your search fee paid.

Client Authority to Proceed with Search



### Notice and orders

**Q1:** Is there an unsatisfied show cause notice or enforcement notice under the Building Act 1975, section 246AG, 247, or 248 or under the Planning Act 2016, section 167 or 168?

YES / NO

If yes,

COPY a copy of notice or order

**Q2:** Have you been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court of tribunal, or other competent



authority, requiring work to be done or money to be spent in relation to the property?

*NOTE: This would include an unsatisfied requirement imposed by the body corporate, such as for repairs or changes, that will become the responsibility of the buyer at settlement.*

Yes / No

If yes,

COPY a copy of the notice or order (s)





## PART 5 Rates and services

### Rates

COPY a copy of the most recent notice (all pages)

### Water

COPY a copy of the most recent water services charge (all pages)

If you are unable to provide copies of the rates and water then we will need to carry out further searches at additional cost.

Costs vary from council to council but can be as much as up to \$700.

Turnaround times for searches may be up to 3 weeks.

**SEARCH:** Carry out a rates and water search with my relevant Council at additional cost to be billed. **DO NOT SELECT** if you have provided a copy of rates and water notice.

Client Authority to Proceed with Search

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## PART 6 Community titles schemes and BUGTA schemes

SEARCH: A body corporate certificate search and copy of CMS are included in your search fee.

Client Authority to Proceed with Search



### STATUTORY WARRANTIES

Statutory warranties **ARE NOT** a part of the Form 2 Seller Disclosure Statement and **ARE NOT** required here.

Please note that section 223 of the BCCM Act 1997 requires the seller to indemnify the buyer for any latent and patent defects in the common property except those that are:

- a) Due to fair wear and tear
- b) Are disclosed in the contract

If you are aware of defects in common property these should be disclosed. If you do not disclose them buyer may have the option to cancel the contract. Discuss with your agent or solicitor what needs to be disclosed.

You may order an additional search of body corporate records which includes implied warranty information by contacting us directly.

## Disclaimer

1. Mybodycorpreport.com.au (“**Company**”):
  - a. has collated/will collate the Seller Disclosure Statement Form 2 (“**Form 2**”); and
  - b. may prepare “prescribed certificates” (as defined in the *Property Law Act 2023* (Qld) (“**PLA**”)) such as a notice under section 47 of the *Queensland Building and Construction Commission Act 1991* regarding unlicensed building work or an explanatory statement where the seller cannot obtain a body corporate certificate explaining the reason why that certificate is not provided, to accompany the Form 2, (together, the “**SDS**”);
  - c. has/will collate and prepare the SDS based only on information provided by you in this order form and the searches you have authorised us to undertake in this “Searches Authority” document;
  - d. does not give any representations or warranties of any nature whatsoever about the SDS, including without limitation, its contents, the accuracy or completeness of those contents or their currency (i.e. whether they are, or remain, true or correct as at the date the SDS is given to a buyer);
  - e. will not be liable for:
    - i. any omissions, errors, inaccuracies or incomplete items in the SDS;
    - ii. any direct, indirect, special, incidental or consequential losses or damages arising out of or in connection with use or reliance on anything in the SDS by the seller of the property the subject of the SDS (“**Property**”), the seller’s agent or any other person, (“**Third Party**”), including as a result of the negligence of the Company; or
    - iii. anything else in relation to the SDS (or the sale of the Property) of any nature whatsoever;
  - f. has not (and will not) provide you or any Third Party with legal advice in relation to the SDS including, without limitation, as to:
    - i. what information needs to be disclosed in the SDS;
    - ii. whether the SDS is true, accurate or complete;



- iii. any Third Party's legal rights or obligations in relation to anything regarding the Property or the SDS (including anything disclosed within or attached/to be attached to the Form 2);
  - iv. whether a particular matter needs to be disclosed in the SDS (for example, whether a particular statutory encumbrance revealed in a search conducted or information provided to us, should be disclosed in the Form 2 or how it should be disclosed / described in the Form 2);
  - v. the seller disclosure regime under the PLA (including whether a buyer may have a termination right under it in relation to the SDS); and
- g. won't be checking or advising on whether updated searches should be obtained at any time before or after we have given an SDS to you, for the purposes of ensuring the SDS is true, complete and accurate as at the date it is to be given to a buyer.
2. Any Third Party intending to use the SDS (including the seller) should review and check all details in the SDS and obtain independent legal advice on the SDS including to ensure it is true, complete and accurate before it is given to any buyer. There may be items of the SDS that are incomplete for instance:
- a. as a result of incomplete or missing information provided by you in this Authorisation form; or
  - b. where a statutory encumbrance is revealed in a search conducted by the Company, or information or a search provided to the Company, but that encumbrance is not disclosed in the Form 2 or adequately disclosed / described in the Form 2. This may be for any reason including for instance where the search obtained is lengthy or complicated such as those provided in the Dial Before You Dig search. Legal advice should be obtained to check all information the Company inserts into the Form 2 in relation to all matters in the SDS including to ensure that statutory encumbrances are adequately disclosed and described.
3. You agree to release and indemnify, and to keep indemnified, the Company against any Loss or Claim of or against the Company in relation to the SDS. "Loss or Claim" means, in relation to any person or entity:
- a. a damage, loss, cost, expense or liability incurred by the person; or
  - b. a claim, action, proceeding or demand made against the person,
- however arising and whether present or future, fixed or unascertained, actual or contingent.



4. The buyer of the Property may have a right to terminate the contract for the sale of the Property, without limitation, under the PLA if:
- a. the seller of the Property fails to give the buyer a Seller an SDS for the Property before the contract for the sale of the Property is signed by the buyer; or
  - b. the seller of the Property gives the buyer an SDS before the contract for that sale is signed by the buyer but that statement is inaccurate or incomplete in relation to a material matter affecting the property at the time it is given to the buyer.

There are other conditions that must be satisfied under the PLA for such a termination right to be exercised (and in certain circumstances it may not apply). Nothing in this document is (or is to be taken as) legal advice.

## Signing

This document was completed by the seller or the sellers agent to the best of their knowledge for the purpose of completing a Form 2 Seller Disclosure Statement.

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Seller / Sellers Agent

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Date