

# Disclosure Statement

*Body Corporate and Community Management Act 1997 Section 206*

**Body Corporate**

Quetta Court Community Titles Scheme No 166  
Lot No: 10 on BUP 71482 / 3 Quetta Close MANOORA Qld 4870

## PRESCRIBED INFORMATION

**Body Corporate Secretary  
206(2)(a)(i)(B)**

Name: C Hansen  
Address: BC101 PO Box 588E Earlville Qld 4870  
Telephone: 07 4033 7768 BC101fax 07 4035 8385

**Body Corporate Manager**

Name: Body Corp 101  
Address: PO Box 588E Earlville Qld 4870  
Telephone: 07 4033 7768 BC101fax 07 4035 8385

**Information Certificates  
206(2)(a)(ii)**

**NOTE** S205(4) Certificates relate to unpaid levies etc and can only be obtained directly from the  Body Corporate Manager /  Secretary

**Contributions and Levies  
for:- Current financial year  
Plus pre-issued levies  
if any  
206(2)(b)**

Administrative Fund:	\$2,886.67 annually by 4 instalments, in advance as follows: \$700.00 due 1/08/2018, 1/11/2018 \$743.34 due 1/02/2019, 1/05/2019 then pre-issued \$740.00 due 1/08/2019, 1/11/2019
Sinking Fund:	\$1,200.00 annually by 4 instalments, in advance as follows: \$300.00 due 1/08/2018, 1/11/2018 \$300.00 due 1/02/2019, 1/05/2019 then pre-issued \$300.00 due 1/08/2019, 1/11/2019
Other Fund:	Nil

*Levies not included In Funds  
Quoted Above*

Penalties or Discounts	nothing sighted
Is seller original owner?	No
Are Lot Entitlements equal?	Yes

*Note If No and seller is original owner; Reason stated in CMS schedule B  
This section does not apply to titles registered before 4/03/03*

**Improvements on Common Property - buyer will be responsible 206(2)(c)**

(Insert details) Nil Noted

**Body Corporate Assets Required to be Recorded on Register 206(2)(d)(ii)**

(Insert details) Irrigation System : \$6,245.00 @ 31/10/98

**Is there a Committee? 206(2)(e)  
Is the Body Corporate Manager engaged to perform functions of the Committee?**

Yes  
  
No

**Regulation Module**

Standard Module

**Information prescribed by module 206(2)(f)**

Nil at this time

**Signing**

<b>X</b> .....	<b>X</b> .....
Seller/Seller's Agent	Witness
Date / /20	

**Buyer's Acknowledgment**

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract.

<b>X</b> .....	<b>X</b> .....
Buyer	Witness
Date / /20	

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Both parties to Initial **X**.....**X** .....

## QUALIFICATIONS AND EXCLUSIONS

1. This disclosure statement **must** be updated after a **maximum** elapsed time of six (6) weeks from the inspection date (in which time an Extraordinary General Meeting or an Annual General Meeting may be convened to change any or all details) or until the next Annual General Meeting is due or until the insurance is due for renewal, whichever time comes first.
2. The information in this disclosure statement was compiled from the books and records of the body corporate and, where possible, from conversations with officers of the body corporate and/or the body corporate manager.
3. We rely on accuracy of the body corporate books & records, and truthfulness of the officers of the body corporate and/or the body corporate managers.
4. We rely on the officers of the body corporate and/or the body corporate managers to act lawfully in the discharge of their duties.
5. We accept no responsibility for the unlawful actions, inaccuracies or untruthfulness of the abovementioned officers of the body corporate and/or the body corporate managers.
6. Where possible this information has been checked against our database of previous inspection reports, However you should be aware of the possibility that all of the body corporate records may not, (despite our best efforts and procedures) have been provided for inspection, may not have contained all the relevant information as required by the Act, or may not be accurate.
7. We have also included some additional information regarding this body corporate which you may find useful. Please note this additional information does not form part of the Disclosure Statement.
8. Chapter 5 Part 3 of the Act implies certain warranties in all contracts for sale of community title lots, the breach of which may give rise to cancellation of the contract and/or a claim for damages, a Disclosure Statement is not sufficient to protect against the risk of such breach and a Seller should provide or obtain additional information for disclosure in the contract for that purpose.
9. A Disclosure Statement only shows improvements authorised and recorded by the body corporate unauthorised improvements being a matter that should be raised and/or dealt with by the Seller.
10. All services, including but not derogating from the generality hereof, advice, comments, reports, opinions, valuations or inspections to be executed, performed or carried out by us, our servants or agents shall not be deemed responsible for any loss or damage howsoever or to whomsoever caused or arising out of any negligence, error of judgment, typing error or any breach of any terms of any agreement express or implied and whether such breach amounts to a fundamental, wilful or total breach of such agreement
11. No responsibility is accepted to any third party who may use or rely upon any part or the whole of the contents of his disclosure statement
12. It is the responsibility of the seller/s to check the details of this document for accuracy before signing
13. Any buyer/s or buyer's solicitor is **strongly** advised to commission a Purchaser's Inspection Report, or themselves inspect the body corporate manager's books and records to protect their interests. There may be other information, not required by the Act to be disclosed in this statement which may be of relevance to any buyer's decision.

### Copyright Notice

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2. This disclosure statement is commissioned by the vendor or the vendor/s agent or solicitor First National Cairns Central and is designed to accompany a unit sale contract for lot 10 "Quetta Court"
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### **CAIRNS SEARCH AGENTS**

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## Additional Information

<b>Lot Entitlements, interest and other matters</b>	Contribution Schedule Lot Entitlement for this lot (no of shares)	1
	Aggregate Contribution Schedule Lot Entitlements: (total no of shares)	12
	Interest Schedule Lot Entitlements of this Lot: (for insurance etc.)	1
	Aggregate (total) Interest Schedule Lot Entitlements:	12
	No of lots in scheme	12
	Last Known/Reconciled Balance of Admin Fund :	\$73.04 DR as at 9/07/2019
	Last Known/Reconciled Balance of Sinking Fund :	\$66,987.39 as at 9/07/2019

Monetary Liability: under Exclusive Use By-laws	\$Nil each year by instalments of in advance/arrears on the day of each	\$Nil
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<b>Insurance S189</b>	Insurer:	Longitude
	Policy No	LNG STR 355965
	Expiry date	26/08/2019
	Premium	\$18,142.74
	Building and Common Property	\$3,760,000.00
	Public Liability:	\$20,000,000.00
	Public Officer	\$1,000,000.00
	Loss Of Rent	\$564,000.00
	Catastrophe Insurance	\$564,000.00
	Personal Injury to Voluntary Worker	\$insured
	Fidelity Guarantee	\$100,000.00
	Common Contents	\$37,600.00
	Other Insurance	Govt Audit \$30,000.00 Legal Expenses \$50,000.00 WPHS Breaches \$150,000.00 Improvements to lot \$300,000.00 each lot

<b>Mortgages or Securities over Body Corporate Assets</b>	[Insert details]	Nil noted
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<b>Defects Patent or Latent S223(2)(b)</b>	The body corporate records do not disclose any patent or latent defects in the common property or body corporate assets, other than the following— <div style="margin-left: 40px;"> <ul style="list-style-type: none"> <li>(i) defects arising through fair wear and tear;</li> <li>(ii) defects disclosed in the contract</li> </ul> </div> <p><i>(In all cases we recommend that a building inspection be commissioned by any prospective purchaser to protect their interests)</i></p>
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<b>Liabilities S223(2)(d)</b>	The body corporate records do not disclose any actual, contingent or expected liabilities of the body corporate that are not part of the body corporate's normal operating expenses, other than liabilities disclosed in the contract
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<b>Approx. Size</b>	Built/Registered: 1993; lot 10 = 52m2 + 18m2 + 55m2
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<b>Last AGM</b>	31/10/2018
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<b>Information Compiled</b>	By Cairns Search Agents on : 9/07/2019
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Both parties to Initials X X

90709031 Disclosure Statement Lot No: 10 Quetta Court