PRACTICAL LAW · ILLUSTRATED BILINGUAL GUIDE · CHAPTER EDITION

Queensland Strata Property Guide
昆士蘭分層產權物業指南

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ENGLISH & TRADITIONAL CHINESE

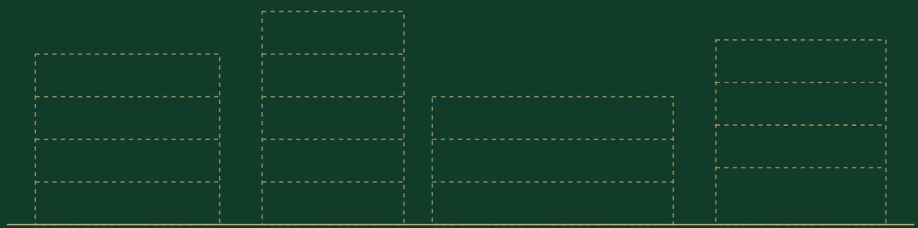
CHAPTER 7 第7章

07

Buying Off-the-Plan Body Corporate Property in Queensland

昆士蘭業主法人團體樓花物業購買指南

13 sections · pages 76–86 of the complete guide
13節 · 全書第76至86頁



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STANDALONE CHAPTER EDITION
獨立章節版 · 可與全書其他章節合併閱讀
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This chapter is extracted from the complete guide and is bound with the guide's reader note, core terminology, author profile and important notice so that it can be read alone. Page and figure numbers follow the complete guide.

Reader note

讀者須知

IMPORTANT 重要提示

This guide is general educational information, not legal, financial, tax, building or investment advice. Property and body corporate outcomes turn on the contract, title, survey plan, community management statement, applicable regulation module and current law. Obtain independent Queensland legal advice before signing, waiving a condition, settling, or buying management rights.

本指南僅提供一般教育資訊，並非法律、財務、稅務、建築或投資意見。物業及業主法人團體的法律結果，取決於契約、產權、測量圖則、社區管理聲明、適用的規管模組及現行法例。簽署契約、放棄條件、辦理交割或購買管理權前，應取得獨立的昆士蘭法律意見。

The guide uses “strata” as a convenient Australian umbrella expression. Queensland legislation generally uses “community titles scheme” and “body corporate”; New South Wales uses “strata scheme” and “owners corporation”. State and territory statutes are not interchangeable.

本指南以「分層產權」作為澳洲制度的概括用語。昆士蘭法例一般使用「社區產權項目」及「業主法人團體」；新南威爾斯州則使用「分層產權項目」及「業主立案法團」。各州及領地的法例不可互換適用。

Traditional Chinese terms follow the supplied Australian Strata Titles Glossary. They are practical explanations rather than official translations. Where a translation differs from the English text, the English text governs.

繁體中文用語依照所提供的《澳洲分層產權術語表》。中文屬實務解釋，並非官方譯文。如譯文與英文有異，概以英文為準。

Editorial method

編寫方法

The English narrative uses a proposition–operation–consequence method. Each subject first identifies the legal structure, then explains how it operates and finally states the practical result for an owner, buyer, body corporate, manager or adviser. The wording and analysis in this guide remain original.

英文正文採用「法律命題—運作方式—實務結果」的編寫方法。每一主題先確定法律架構，再說明其運作方式，最後指出對業主、買方、業主法人團體、管理人或顧問的實際影響。本指南的文字及分析均為原創。

- Define the statutory object before discussing its commercial effect.
- 先界定法定對象，再討論其商業效果。
- Keep title, governance, management and contractual rights analytically separate.
- 分開分析產權、治理、管理及契約權利。
- Use legislative history and worked examples to explain why the present rule exists.
- 以立法沿革及實例說明現行規則的由來。

- State the jurisdictional qualification and practical consequence, rather than relying on labels.

- 明確指出司法管轄區限制及實務後果，而不依賴名稱標籤。

Core terminology

核心術語

CORE TERMS 核心術語	CORE TERMS 核心術語
Strata title 分層產權 Separate ownership of a lot plus shared interests and obligations. 單元之獨立所有權，並附帶共有權益與共同義務。	**Community titles scheme** 社區產權項目 Queensland's main statutory scheme structure. 昆士蘭主要的法定社區產權項目架構。
Body corporate 業主法人團體 The statutory collective body comprising all lot owners. 由所有單元業主組成的法定集體組織。	**Lot** 單元／地塊 The separately owned property shown on the registered plan. 註冊圖則所示並由個別業主持有的獨立產權部分。
Common property 公共財產／共有財產 Shared land and infrastructure outside individual lots, subject to the plan. 位於個別單元範圍以外、依圖則界定的共用土地及基礎設施。	**Community Management Statement (CMS)** 社區管理聲明 Recorded document containing scheme identification, entitlements, by-laws and module. 載有項目識別資料、權益表、管理規約及適用規管模組的註冊文件。
Volumetric subdivision 空間體積式分割 Three-dimensional division of land into separately titled spatial lots. 將土地以三維空間方式分割為可獨立登記的空間地塊。	**Building Management Statement (BMS)** 建築管理聲明 Registered reciprocal rights and obligations coordinating shared building interfaces. 以註冊互惠權利及義務協調共用建築介面的文件。
By-laws 管理規約 Scheme rules regulating use and enjoyment of lots and common property. 規管單元及共有財產使用與享用的項目規則。	**Levy** 管理費 An owner's contribution to body corporate expenditure. 業主為支付業主法人團體開支而繳付的管理費。
Sinking fund 儲備基金／維修基金 Fund for forecast capital expenditure and major replacement work. 用於預計資本開支及主要更換工程的基金。	**Management rights** 管理權 A combined caretaking and authorised letting business connected with a scheme. 與項目相關的管理維護服務及獲授權出租業務的組合。
Committee 委員會 Elected body that administers the scheme between general meetings; its authorised decision is a decision of the body corporate. 由業主選出、在兩次業主大會之間管理項目的機關；其獲授權的決定即屬業主法人團體的決定。	**General meeting** 全體業主大會 Meeting of all owners at which reserved and restricted issues are decided by the prescribed resolution. 全體業主參與的會議，保留及受限制事項須在此以規定決議決定。

ABOUT THE AUTHOR · 關於作者

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Kevin Pai is a Partner of Bugden Allen Group Legal. His work focuses on strata and community title development, complex and mixed-use titling, project restructuring, body corporate governance and management rights. He has particular experience with Queensland's historical and site-specific regimes and advises developers, bodies corporate, managers, investors and overseas participants on transactions, governance and disputes.

白宗翰是Bugden Allen Group Legal合夥人。他專注於分層及社區產權發展、複雜及混合用途產權架構、問題項目重組、業主法人團體治理及管理權，並對昆士蘭歷史及特定地點制度具有專門經驗。他為開發商、業主法人團體、管理人、投資者及海外參與者就交易、治理及爭議提供意見。

Kevin is an honours law graduate of the University of Queensland, a member of the Australian College of Strata Lawyers, the Urban Development Institute of Australia (Queensland) and Strata Community Association (Queensland). His practice connects development structuring with the long-term operational consequences of the title, governance and management documents.

白宗翰以榮譽成績畢業於昆士蘭大學法律系，並為澳洲分層產權律師學院、澳洲城市發展學會（昆士蘭）及昆士蘭分層社區協會成員。他的執業把發展架構與產權、治理及管理文件的長期運作後果結合分析。

PRACTICE	FIRM	MEMBERSHIPS
Strata & community title development 分層及社區產權發展	Bugden Allen Group Legal 合夥人	ACSL · UDIA (Qld) · SCA (Qld) 專業學會成員

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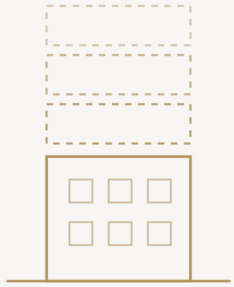


07

Buying Off-the-Plan Body Corporate Property in Queensland

昆士蘭業主法人團體樓花物業購買指南

This chapter applies to off-the-plan contracts for proposed lots governed by Queensland body corporate legislation, principally Chapter 5 Part 2 of the BCCM Act for modern community titles schemes. The legal product is wider than the proposed lot: registration makes the buyer a member of the future body corporate and binds the lot to the plan, CMS, by-laws, entitlement schedules and valid scheme contracts.

本章適用於受昆士蘭業主法人法例規管的擬議單元樓花契約；對現代社區產權項目而言，主要制度是BCCM法第5章第2部。法律產品不只包括擬議單元：註冊後，買方成為未來業主法人團體的成員，而該單元受圖則、CMS、管理規約、權益表及有效項目契約約束。

7.1

Legal gateway: proposed body corporate lot contracts

法律門檻：擬議業主法人單元契約

A contract for a proposed community-title lot is not governed by the Land Sales Act merely because it is described as an off-the-plan sale. The Land Sales Act definitions expressly exclude proposed lots to which the BCCM Act, BUGTA or the South Bank Corporation Act applies. The governing body corporate statute and the contract must therefore be identified before the disclosure, settlement or sunset position is stated.

擬議社區產權單元契約，不會僅因被稱為樓花銷售而受《土地銷售法》規管。《土地銷售法》的定義明確排除受BCCM法、BUGTA或《南岸公司法》規管的擬議單元。因此，在說明披露、交割或日落條款立場前，必須先確認適用業主法人法例及契約。

CRITICAL DISTINCTION 關鍵區分

The Land Sales Act seller sunset restriction does not apply to a body corporate off-the-plan contract. Do not import the buyer-consent or Supreme Court-order requirement into Chapter 7.

《土地銷售法》對賣方日落終止的限制不適用於業主法人團體樓花契約。不得把買方同意或最高法院命令的要求套用於本章契約。

7.2

BCCM disclosure and the contractual baseline

BCCM披露及契約基準

For a proposed lot under the BCCM Act, section 213 requires the seller to give a signed and substantially complete disclosure statement before contract. It must identify the lot and settlement date, include the surveyor-prepared disclosure plan, state expected annual contributions and disclose specified proposed body corporate management, service-contractor, letting, asset, CMS, upstream-scheme, building-management-statement and regulation-module information.

就BCCM法下的擬議單元而言，第213條要求賣方在訂約前提供已簽署且大致完整的披露聲明。該聲明須識別單元及交割日期、附上由地籍測量師編製的披露圖則、列明預計年度分攤款，並披露指定的擬議業主法人管理、服務承包商、出租、資產、CMS、上層項目、建築管理聲明及規管模組資料。

Section 214 requires a further statement at least 21 days before settlement where the disclosure was inaccurate or would no longer be accurate. Material prejudice and strict notice periods govern termination. Sections 215 and 216 make the disclosure material part of the contract and permit buyer reliance; section 217 addresses material differences or inaccuracies at establishment or change. These rights require prompt transaction-specific advice.

如原披露不準確或其後已不再準確，第214條要求賣方最遲在交割前21日提供進一步聲明。終止權取決於重大不利及嚴格通知期限。第215及216條使披露資料成為契約內容並容許買方依賴；第217條處理項目成立或變更時的重大差異或不準確。行使該等權利須立即取得針對交易的法律意見。

7.3

Sunset dates and long-stop risk: a separate regime

日落日期及最長期限風險：獨立制度

The BCCM regime does not reproduce the Land Sales Act restriction on seller termination. Seller rights arise from the body corporate contract and applicable legislation, including any automatic-termination, extension, force-majeure or discretionary termination wording. A buyer must therefore review who may terminate, for which event, after what notice and whether the clause operates automatically or by election.

BCCM制度沒有複製《土地銷售法》對賣方終止的限制。賣方權利來自業主法人契約及適用法例，包括任何自動終止、延期、不可抗力或酌情終止條款。因此，買方須審查誰可終止、基於何種事件、須作何種通知，以及條款是自動生效還是須選擇行使。

BCCM Act section 217B separately gives the buyer a termination right if, other than because of buyer default, the seller has not settled before the statutory period. Where the contract states a sunset date, the relevant limit is generally the earlier of that date and 5 ½ years after contract, subject to an agreed later date requested by the buyer; without a stated date, the statutory period is generally 3 ½ years. This is a buyer's long-stop right, not a general prohibition on the seller exercising a contractual clause.

BCCM法第217B條另行賦予買方終止權：如並非因買方違約，而賣方未在法定期限前交割，買方可行使該權利。如契約列有日落日期，相關期限一般為該日期與訂約後五年半兩者中較早者，但買方要求並獲同意的較後日期除外；如沒有列明日期，法定期限一般為三年半。這是買方的最長期限權利，並非一般禁止賣方行使契約條款。

CONTRACT ISSUE 契約事項	BODY CORPORATE PATHWAY 業主法人途徑	REVIEW RESPONSE 審查回應
Pre-contract disclosure 簽約前披露	BCCM Act s 213 and applicable special-regime requirements. / BCCM法第213條及適用特別制度要求。	Confirm timing, signature, completeness and all attachments. / 確認時間、簽署、完整性及全部附件。
Later change 其後變更	BCCM Act ss 214–217; material prejudice and strict notices. / BCCM法第214至217條；重大不利及嚴格通知。	Compare every further statement against the signed baseline immediately. / 立即把每份進一步聲明與已簽基準比較。
Sunset or delay 日落或延誤	Contract plus BCCM Act s 217B; Land Sales Act seller restriction excluded. / 契約加BCCM法第217B條；排除《土地銷售法》賣方限制。	Map buyer and seller rights separately, including extensions and automatic effects. / 分開列明買賣雙方權利，包括延期及自動效果。

7.4

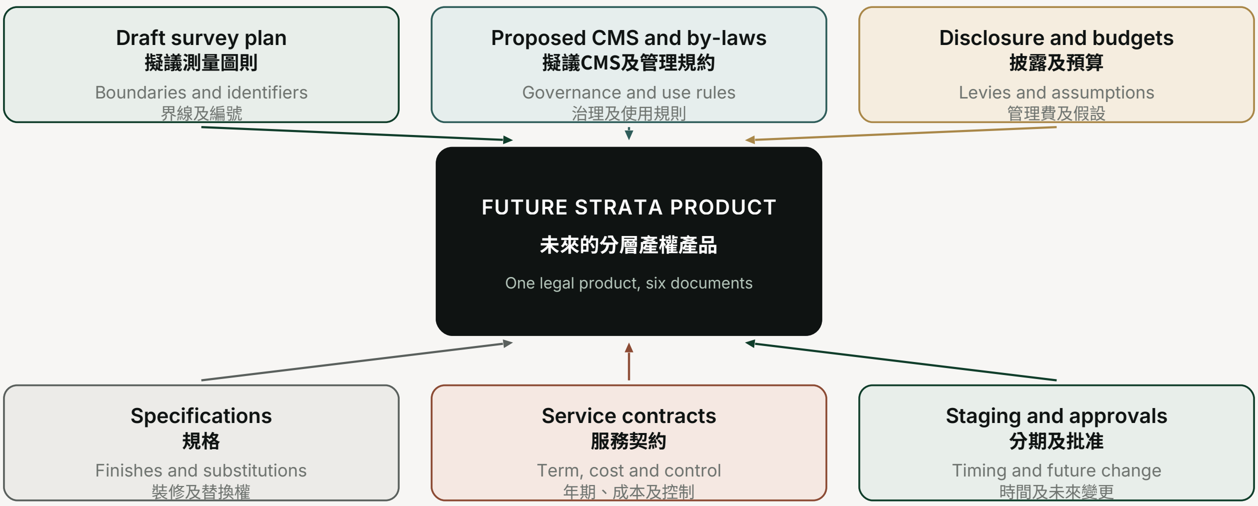
Documents to examine

應審閱文件

- Draft survey plan: lot boundaries, balconies, car spaces, storage, services and plan format.
- Proposed CMS: regulation module, by-laws, contribution schedule and interest schedule.
- Disclosure statement and proposed budgets: levies, insurance, utilities and sinking-fund assumptions.
- Schedule of finishes, plans and developer variation clauses.
- Proposed body corporate management, caretaking, letting, embedded-network and utility contracts.
- Staging and layered-scheme documents, including future development rights.

- 擬稿測量圖則：單元界線、露台、車位、儲物空間、公用設施及圖則格式。
- 擬稿CMS：規管模組、管理規約、分擔額權益表及利益權益表。
- 披露聲明及擬定預算：管理費、保險、公用費用及儲備基金假設。
- 用料表、圖則及開發商修改權條款。
- 擬議的業主法人管理、管理維護、出租、內嵌網絡及公用服務契約。
- 分期及分層級項目文件，包括未來發展權。

FIG 13 **The future strata product as a document system** ／ 未來分層產權產品的文件系統



Cross-check for consistency, missing documents and reserved amendment powers.
交叉核對一致性、欠缺文件及保留的修改權。

7.5

Financial stress tests

財務壓力測試

A low first-year levy is not proof of low long-term ownership cost. Test the budget against lift maintenance, pool and gym operation, fire systems, façade access, insurance, concierge or security, embedded networks and future capital replacement. Check whether the sinking-fund forecast begins conservatively or merely postpones contributions.

首年管理費低，並不證明長期持有成本低。應以升降機維修、泳池及健身室運作、消防系統、外牆工程、保險、禮賓或保安、內嵌網絡及未來資本更換作壓力測試。亦應查明儲備基金預測是否審慎起步，還是把供款延後。

7.6

Inspection and settlement

驗樓與交割

01 Compare the registered plan and final CMS with the contract versions.

把註冊圖則及最終CMS與契約版本比較。

02 Measure and inspect the lot, car park and storage; record defects in writing with photographs.

量度及檢查單元、車位與儲物空間；以書面及照片記錄缺陷。

03 Confirm occupancy approvals, utilities, keys, access devices, appliance warranties and manuals.

確認入伙批准、公用服務、鑰匙、門禁裝置、電器保養及手冊。

04 Review any further disclosure or change notice immediately; termination rights are time-sensitive.

立即審閱任何進一步披露或變更通知；終止權受嚴格時限約束。

05 Arrange contents and landlord cover as relevant; do not assume body corporate insurance covers internal contents or loss of rent.

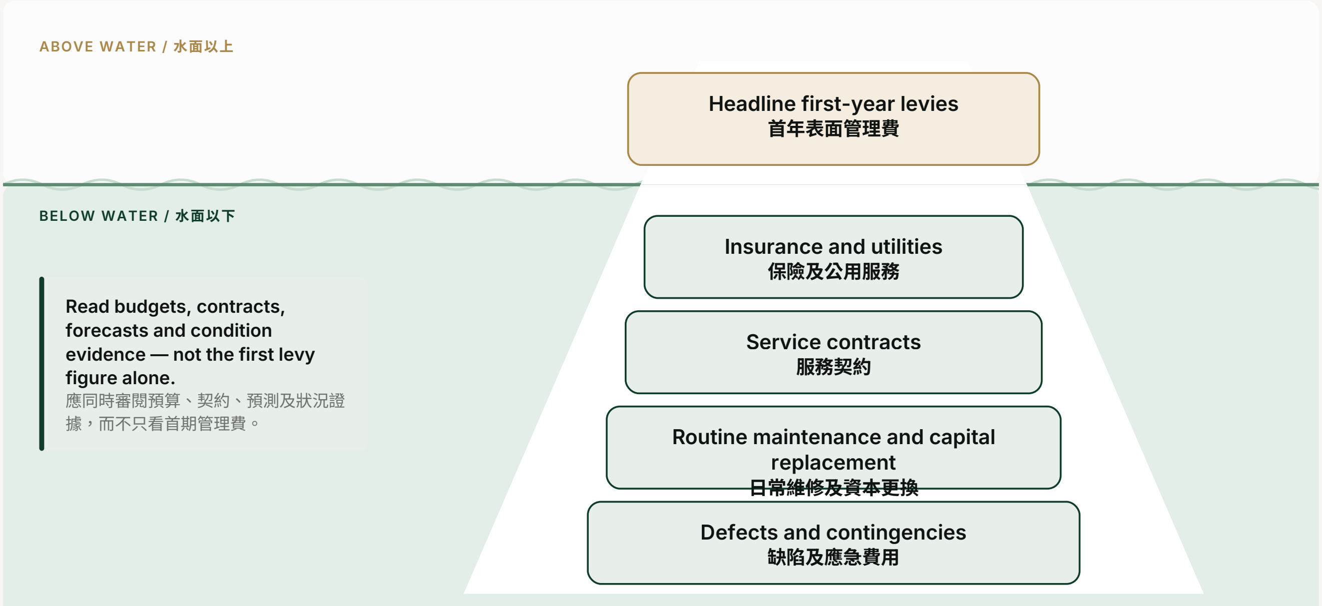
按需要安排家居財物或業主保險；不要假設業主法人團體保險涵蓋室內財物或租金損失。

RED FLAGS 警示訊號

Unusually low levies; very long caretaking agreements; broad developer variation powers; unclear car-park or storage title; extensive exclusive-use areas; related-party utility contracts; missing sinking-fund forecast; or promised facilities deferred to a later stage.

管理費異常偏低；管理維護契約年期過長；開發商變更權過廣；車位或儲物空間產權不清；大量專用使用區域；關聯方公用服務契約；欠缺儲備基金預測；或承諾設施延至後期才興建。

FIG 14 **The strata cost iceberg** ／ 分層產權成本冰山



7.7

Read the future title package as one system

把未來產權文件視為一套系統

An off-the-plan strata buyer should read the draft survey plan, proposed CMS, disclosure statement, contract, specifications and staging documents together. Each answers a different question: ownership boundaries, governance, levies, use rules, developer rights and the promised physical product. Inconsistency between them is itself a risk requiring clarification.

樓花分層產權買方應一併審閱擬議測量圖則、擬議CMS、披露聲明、契約、規格及分期文件。各文件分別回答所有權界線、治理、管理費、使用規則、開發商權利及承諾實體產品等問題；文件之間如有不一致，本身即屬須澄清的風險。

The plan format affects maintenance and insurance. The CMS identifies the module, entitlements, by-laws and future development. Disclosure material estimates levies and contracts. Specifications describe finishes but may reserve substitution rights. The legal review should produce a single schedule of material assumptions and show which document supports each assumption.

圖則格式影響維修及保險；CMS載明規管模組、權益、管理規約及未來發展；披露資料估算管理費及契約；規格描述裝修，但可能保留替換權。法律審查應製作單一重要假設表，指出每項假設由哪份文件支持。

PRACTICAL CHECKLIST 實務清單

- Cross-check lot, car park and storage identifiers.
- Compare all stated areas and boundaries.
- Reconcile proposed levies with the disclosed budget.
- List every reserved developer amendment power.

- 交叉核對單元、車位及儲物空間編號。
- 比較所有列明面積及界線。
- 把擬議管理費與披露預算核對。
- 列出開發商保留的所有修改權。

PRACTICAL EFFECT 實務效果

No single document gives the full strata product. The legal product is the combined effect of all registered and contractual instruments.

沒有任何單一文件可完整描述分層產權產品；其法律內容是所有註冊及契約文件的綜合效果。

7.8

Forecast levies and financial stress testing

預測管理費與財務壓力測試

The first-year budget is an estimate prepared before the body corporate has a full operating history. It may rely on developer assumptions about utilities, staffing, insurance, cleaning, landscaping, lift maintenance, pools, concierge services and embedded networks. Introductory levies can be commercially attractive yet insufficient for steady-state costs.

首年預算是在業主法人團體尚無完整營運紀錄前編製的估算，可能依賴開發商對公用費、員工、保險、清潔、園景、升降機維修、泳池、禮賓服務及內嵌網絡的假設。初期管理費可在銷售上具吸引力，但未必足以支付穩定營運成本。

A buyer should build a normalised budget and test increases in insurance, energy, wages, major-service contracts and capital replacement. The sinking-fund forecast should begin with credible asset lives and replacement costs. In a staged scheme, early owners may fund facilities before all lots contribute, or later stages may alter cost-sharing and service demand.

買方應建立正常化預算，測試保險、能源、工資、主要服務契約及資本更換成本上升的影響。儲備基金預測應以可信的資產壽命及更換成本為基礎。在分期項目中，早期業主可能在所有單元尚未分攤前先負擔設施，或後期分期改變成本分配及服務需求。

PRACTICAL CHECKLIST 實務清單

- Model a mature-year operating budget.
- Stress-test insurance and utilities.
- Review capital items omitted from the initial forecast.
- Check developer contribution and staging assumptions.

- 建立成熟年度營運預算模型。
- 對保險及公用費進行壓力測試。
- 審閱初期預測遺漏的資本項目。
- 查核開發商分攤及分期假設。

PRACTICAL EFFECT 實務效果

The relevant question is not whether the first levy is affordable, but whether the scheme’s service model is sustainably funded.

關鍵問題不是首期管理費是否可負擔，而是項目的服務模式能否持續獲得資金支持。

7.9

Long-term contracts and embedded services

長期契約與內嵌服務

New schemes may commence with body corporate management, caretaking, letting, lift, fire, security, cleaning, waste, utility, telecommunications and embedded-network arrangements negotiated before owners control the body corporate. These contracts can determine service quality and levies long after settlement.

新項目可能在業主取得業主法人團體控制權前，已訂立業主法人管理、管理維護、出租、升降機、消防、保安、清潔、廢物、公用設施、電訊及內嵌網絡安排。這些契約可在交割後多年持續影響服務質素及管理費。

The due-diligence review should identify terms, options, price escalation, performance standards, exclusivity, assignment, termination, conflict disclosure and whether the original owner complied with statutory controls. A service may be necessary but still overpriced or inflexible. The first committee should preserve handover documents and diary all review and termination windows.

盡職調查應確認年期、續期權、價格調整、服務標準、獨家性、轉讓、終止、利益衝突披露，以及原始業主是否遵守法定限制。服務可能屬必要，但仍可定價過高或欠缺彈性。首屆委員會應保存交接文件，並記錄所有檢討及終止期限。

PRACTICAL CHECKLIST 實務清單

- Prepare a contract register with annual cost.
- Identify related parties and commissions.
- Compare terms and options with statutory limits.
- Record performance data from commencement.

- 製作契約登記冊並列明年度成本。
- 確認關聯方及佣金。
- 把年期及續期權與法定上限比較。
- 自開始服務起記錄履約資料。

PRACTICAL EFFECT 實務效果

The purchase price buys a lot; the disclosed contracts help determine the continuing cost of owning it.

購買價取得的是單元，而披露契約則協助決定其持續持有成本。

7.10

Layered and staged developments

分層級與分期發展

A layered scheme places one community titles scheme within another. The subsidiary scheme's body corporate becomes a member of the principal scheme and participates for its owners. Staging can add future lots, schemes, common property and facilities. These structures allocate infrastructure efficiently but make governance and cost tracing more complex.

分層級項目把一個社區產權項目置於另一計劃之內。附屬項目的業主法人團體成為主要項目的成員，代表其業主參與。分期發展可增加未來單元、項目、共有財產及設施。此等架構可有效分配基礎設施，但令治理及成本追蹤更複雜。

The proposed CMS should reveal development rights and anticipated changes, but the buyer must test who controls timing, what can change, how entitlements may be adjusted and who funds facilities before completion. Construction access, noise and temporary arrangements may continue after occupation. A final completed master plan shown in marketing may be delivered over many years or altered within contractual powers.

擬議CMS應披露發展權及預期更改，但買方須查核由誰控制時間、可更改甚麼、權益如何調整，以及完工前設施由誰出資。入住後仍可能持續有施工通道、噪音及臨時安排。銷售資料展示的最終總體規劃可能多年後才完成，亦可能在契約權力範圍內更改。

PRACTICAL CHECKLIST 實務清單

- Draw the present and future scheme hierarchy.
- Identify facilities shared with later stages.
- Review development easements and construction rights.
- Model levies before and after full development.

- 繪製現時及未來項目層級圖。
- 確認與後期分期共用的設施。
- 審閱發展地役權及施工權。
- 模擬全面發展前後的管理費。

PRACTICAL EFFECT 實務效果

Buy the scheme that the legal documents permit, not only the completed vision shown in promotional material.

應按法律文件准許的項目購買，而不只依賴宣傳資料所示的完成願景。

7.11

Defects, warranties and the body corporate

缺陷、保養與業主法人團體

Defects may affect an individual lot, common property, shared utility infrastructure or several categories at once. The buyer should document defects at inspection and understand the contract process, statutory warranty position and the body corporate's standing in relation to common-property work. Early records are essential because access, causation and responsibility become harder to prove over time.

缺陷可能影響個別單元、共有財產、共用公用設施，或同時涉及多個類別。買方應在驗收時記錄缺陷，並了解契約程序、法定保養地位及業主法人團體就共有財產工程的訴權。早期紀錄十分重要，因為隨時間推移，進場、因果及責任更難證明。

The first body corporate should obtain as-built drawings, approvals, warranties, fire and lift records, commissioning reports, maintenance manuals, contracts and defect correspondence. It should establish a defect register, obtain expert advice for systemic issues and avoid allowing short contractual or statutory time limits to expire while responsibility is debated.

首屆業主法人團體應取得竣工圖、批准、保養文件、消防及升降機紀錄、調試報告、維修手冊、契約及缺陷往來文件；建立缺陷登記冊；就系統性問題取得專家意見；並避免在爭論責任期間讓短期契約或法定期限屆滿。

PRACTICAL CHECKLIST 實務清單

- Separate lot defects from common-property defects.

- 區分單元缺陷與共有財產缺陷。

- Record dates, locations, photographs and prior notifications.
- Obtain expert causation and scope advice.
- Diary contractual and statutory deadlines.

- 記錄日期、位置、照片及先前通知。
- 取得專家因果及工程範圍意見。
- 記錄契約及法定期限。

PRACTICAL EFFECT 實務效果

A defect list is evidence, not a diagnosis. Systemic issues require coordinated technical and legal analysis.

缺陷清單只是證據而非診斷；系統性問題需要技術與法律協調分析。

7.12

Final strata settlement checklist

分層產權最終交割清單

Near settlement, the buyer should receive and compare the registered plan and CMS, body corporate certificate and updated disclosures against the contract versions. Lot, car park, storage, exclusive-use areas, entitlements, modules, by-laws and developer rights should be checked line by line. Changes that affect value or use require immediate legal assessment.

接近交割時，買方應取得註冊圖則、CMS、業主法人團體證明及更新披露，並與契約版本比較。單元、車位、儲物空間、專用使用區、權益、規管模組、管理規約及開發商權利均應逐項核對。任何影響價值或用途的更改均須立即取得法律評估。

The physical inspection should test dimensions, finishes, appliances, utilities, access, water drainage and obvious defects. The settlement file should also confirm finance, insurance, duty, ownership structure, FIRB if relevant, contact details for the body corporate, levy adjustments and the procedure for post-settlement defects. Written reservations must follow the contract rather than informal discussion with sales staff.

實體驗收應測試尺寸、裝修、電器、公用設施、通道、排水及明顯缺陷。交割檔案亦須確認融資、保險、印花稅、持有架構、如適用的FIRB、業主法人團體聯絡資料、管理費調整及交割後缺陷程序。任何書面保留必須依契約提出，不可只與銷售人員非正式討論。

PRACTICAL CHECKLIST 實務清單

- Compare final registered documents.
- Complete technical inspection and evidence pack.
- Verify all settlement funds and adjustments.
- Calendar post-settlement notice and warranty periods.

- 比較最終註冊文件。
- 完成技術驗收及證據包。
- 核實所有交割資金及調整。
- 記錄交割後通知及保養期限。

PRACTICAL EFFECT 實務效果

Settlement readiness requires legal, financial and technical workstreams to converge on the same final product.

交割準備要求法律、財務及技術工作線共同確認同一最終產品。

7.13

Future body corporate data-room index

未來業主法人團體資料室索引

A proposed scheme should be reviewed through a structured data-room index rather than a loose collection of attachments. Core folders should cover title and plans, the proposed CMS and by-laws, budgets and forecasts, insurance assumptions, service contracts, approvals, warranties, staging documents, utilities, embedded networks and original-owner disclosures.

擬建項目應透過有結構的資料室索引審查，而不是依賴零散附件。核心資料夾應涵蓋產權及圖則、擬議CMS及管理規約、預算及預測、保險假設、服務契約、批准、保養文件、分期文件、公用設施、內嵌網絡及原始業主披露。

Each item should identify its date, status, responsible party and relationship to the contract. Missing documents should be listed explicitly, because absence may be as important as adverse content. The final pre-settlement review should replace drafts with registered or executed versions and preserve both versions so that changes can be traced after the first body corporate meeting.

每項文件應列明日期、狀況、責任方及與契約的關係。欠缺文件須明確列出，因為資料不存在可能與不利內容同樣重要。最終交割前審查應以註冊或已簽版本取代擬稿，並同時保存新舊版本，以便在首屆業主法人團體會議後追查更改。

PRACTICAL CHECKLIST 實務清單

- Use a numbered index with owner and status fields.
- List requested but missing documents.
- Link each material assumption to its source.
- Archive draft and final versions separately.

- 使用附文件負責人及狀況欄的編號索引。
- 列出已要求但仍欠缺的文件。
- 把每項重要假設連結至其資料來源。
- 分開保存擬稿及最終版本。

PRACTICAL EFFECT 實務效果

A complete data room supports the buyer before settlement and becomes the first governance archive after registration.

完整資料室在交割前支援買方，並在註冊後成為首份治理檔案。

Important notice

重要聲明

This guide is general educational information. It is not legal, financial, tax, building or investment advice, and it does not create a lawyer–client relationship. Property and body corporate outcomes turn on the particular contract, title, survey plan, community management statement, applicable regulation module and the law in force at the relevant time.

本指南僅提供一般教育資訊，並非法律、財務、稅務、建築或投資意見，亦不構成律師與客戶關係。物業及業主法人團體的法律結果，取決於個別契約、產權、測量圖則、社區管理聲明、適用的規管模組，以及相關時間的現行法例。

Obtain independent Queensland legal advice before signing a contract, waiving a condition, settling, or buying management rights. Where the English and Chinese texts differ, the English text governs.

簽署契約、放棄條件、辦理交割或購買管理權前，應取得獨立的昆士蘭法律意見。如中英文本有異，概以英文為準。

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