



Disclosure statement for loan-lease/loan-licence residents – Mercy Classic Model

This form gives prospective retirement village residents details about:

- costs that will apply before you move in, while you are living in the retirement village and after you leave
- the notice and charge required to be placed on the title to the retirement village land under the *Retirement Villages Act 1986* (the Act)
- securities that take priority over your rights under the Act.

The retirement village owner or the owner’s agent/representative must give you this form, under the Act.

It is important that you understand this information and its implications for you as a resident. It is not a substitute for reading the full terms of your contract and you should seek independent legal advice if you are unsure about any of its details.

Name of retirement village:	Mercy Place Apartments Parkville
Address of retirement village:	62 Cade Way, Parkville Vic 3052
Address/number of unit:	Apartment XXX
I (name):	XXX
of (address):	Level 2, 12 Shelley Street, Richmond VIC 3121
being the owner of the retirement village or the agent/representative of the owner of the retirement village certify the following.	
Signature of the owner or owner’s agent/representative:	

All amounts in this disclosure statement are GST-inclusive, unless stated otherwise where that is permitted by law.

1. Notices

1.1 The retirement village notice required by Part 2 of the Act was given to the Registrar of Titles on: 12th day of November 2008

1.2 The particulars of any mortgage, charge or other encumbrance, which takes priority over the rights of residents under that Act are: Nil.

1.3 The particulars of any agreement entered into relating to the priority of residence rights over earlier encumbrances over the land are: Nil.

1.4 The notification of the charge created by Part 5 of the Act was given to the Registrar of Titles on: 30th day of March 2010

2. Entry costs

2.1 To become a resident, you must pay these amounts:

- an in-going contribution of **\$XXX,000**
- stamp duty of \$NIL
- costs of preparing your residence contract of \$950.00
- costs of preparing your management and/or any other contract of \$
- monthly phone line rental of \$31.15
- 1 *months'* advance payment of Maintenance Charge of \$637.33
- costs to use a garage or carport of \$

2.2 The total amount payable on entry is: **\$XXX**

3. Ongoing costs

To live in the village, you must pay the following charges or costs.

3.1 The current maintenance charges and their frequency are: Maintenance charge of \$637.33 per month (annual increase 01 January in accordance with the Retirement Villages Act 1986)

3.2 These costs are not included in the service charge:

- Contents insurance
- Council rates
- Water rates
- Utilities
- Optional services

4. Departure costs

On permanent departure, the following costs apply:

4.1 **Departure fee** – Will you be required to pay any departure fee? Yes No

If yes, you will be required to pay a departure fee calculated on the following basis:

- Deferred Management Fee of 5% per year for maximum 6 years based on the Ingoing Contribution **paid by the next resident** (calculated on a daily basis)

4.2 **Reinstatement/renovation costs:**

- You **will** be required to pay for the:
 - renovation of your unit (to bring it up to date)
- You **will be** required to pay for:
 - the costs of keeping your unit in good repair and condition (fair wear and tear excepted)

4.3 **Long term maintenance fund** – Will you be required to make a separate contribution to the long term maintenance fund? Yes No

If yes, you will be required to make a separate contribution to the long term maintenance fund on this basis:

Long Term Maintenance Fund contribution of 0.5% per year for maximum 6 years based on your **original** Ingoing Contribution

<p>4.4 Sale costs (assuming the manager is the selling agent) – Will you be required to pay the owner or manager any costs of selling your unit?</p> <p>If yes, you will be required to pay the owner or manager these costs of selling your unit:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • Sales, Marketing and Admin Fee of 2.5% of next Ingoing Contribution (New Lease Premium paid by the next resident), or 1% if an external Real Estate Agent is appointed by the resident and where the resident pays the Real Estate Agent costs
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<p>4.5 Other departure costs – You will be required to pay these costs:</p>	<p>Legal costs</p>
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<p>4.6 Post-departure costs – Will you be required to pay costs after permanent departure?</p> <p>If yes, you will be required to pay these costs after permanent departure:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Permanent departure defined as Apartment emptied of all personal belongings</p> <ul style="list-style-type: none"> • Service charge • until the earlier of the settlement or the sale or re-leasing of your unit or six months after departure
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5. Departure entitlements

<p>5.1 In-going contribution – Will you be entitled to any refund of your in-going contribution?</p> <p>If yes, you will be entitled to:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • A refund of the next in-going contribution minus the above departure costs <p>NOTE: Should a resident wish to cancel their contract for any reason within the first 90 days following settlement, the Owner will refund their Ingoing Contribution less a charge equivalent to the market rental of a similar property.</p>
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<p>5.2 Any refund will be paid:</p>	<p>The earlier of:</p> <ul style="list-style-type: none"> • 14 days after settlement of the re-leasing of your unit; • 14 days after the next resident takes possession of your unit; or • Twelve months after your departure.
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<p>5.3 Capital gains – Will you be entitled to share in any capital gain on your unit (if the next resident pays a higher in-going contribution than you paid)?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • 100% (a refund of the next in-going contribution minus the above departure costs)
<p>5.4 Capital losses – Will you be required to share in any capital loss on your unit (if the next resident pays a lower in-going contribution than you paid)?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • 100% (a refund of the next in-going contribution minus the above departure costs)

The table on the next page sets out estimates of your departure entitlement after one, two, five, ten and fifteen years' residence.

[Estimated Exit Entitlements calculations to be added in format required by the Retirement Villages Act]