

## Disclosure statement for general use

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)
- the 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:	St. John's Village
Address of retirement village:	138 Williams Road, Wangaratta Victoria 3677
Address/number of unit:	
I (name):	CEO/Executive Director
of (address):	138 Williams Road, Wangaratta Victoria 3677
being 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.**

Version 4: October 2016

## 1. Notices

- |     |   |  |
|-----|---|--|
| 1.1 | The retirement village notice required by Part 2 of the Act was given to the Registrar of Titles on:                                    | Not applicable<br>– see declaration of exemption dated 28 March 1989 |
| 1.2 | The particulars of any mortgage, charge or other encumbrance, which takes priority over the rights of residents under that Act are:     | Not applicable   |
| 1.3 | The particulars of any agreement entered into relating to the priority of residence rights over earlier encumbrances over the land are: | Not applicable   |
| 1.4 | The notification of the charge created by Part 5 of the Act was given to the Registrar of Titles on:                                    | Not applicable<br>– see declaration of exemption dated 28 March 1989 |

## 2. Entry costs

- |     |   |  |
|-----|---|--|
| 2.1 | To become a resident, you must pay these amounts: | <input checked="" type="checkbox"/> an in-going contribution <ul style="list-style-type: none"><li>• a refundable in-going contribution. This is known as the Entry Payment.</li><li>• Non-refundable 5% of the lease premium per annum for a maximum of 5 years of residence, i.e. maximum of 25% of the lease premium. This amount is known as the deferred fee and is deducted monthly.</li></ul> |
| 2.2 | The total amount payable on entry is:             | \$ <span style="background-color: #cccccc; display: inline-block; width: 50px; height: 1em; vertical-align: middle;"></span>   |

### 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:  Service charge of \$364 per month

3.2 The current rates of other charges are: **Not applicable**

3.3 These costs are not included in the service charge:

- House insurance
- 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

4.2 **Reinstatement/renovation costs:**

- You **will** be required to pay for the reinstatement or renovation of your unit above fair wear and tear.

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

4.4 **Sale costs (assuming the manager is the selling agent) –**  Yes  No  
Will you be required to pay the owner or manager any costs of selling your unit?

4.5 **Other departure costs** – You will be required to pay these costs: 

- any other moneys owned by you to the owner.

4.6 **Post-departure costs** – Will you be required to pay costs after permanent departure?  Yes  No

## 5. Departure entitlements

5.1 **In-going contribution** – Will you be entitled to any refund of your in-going contribution?  Yes  No

If yes, you will be entitled to:

- a refund of **your** in-going contribution less the accumulated deferred fees which are deducted monthly.

5.2 Any refund will be paid: 

- by the earliest of: 14 days from the next resident's paying an ingoing contribution for your unit; 14 days of the next resident taking possession of your unit; or six months after your permanent departure

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/purchase price than you paid)?  Yes  No

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/purchase price than you paid)?  Yes  No

The table on the next page sets out estimates of your departure entitlement after one, two, five and 10 years' residence.

## Estimated Departure Entitlements

### Base amount

The purchase price of your unit/trust unit/share – \$ \_\_\_\_\_ **OR**  Your in-going contribution – \$ \_\_\_\_\_

**Additions to and deductions from base amount** (each column to be completed using estimates for a typical unit of the type purchased/rented/occupied):

If you depart after one year's residence	If you depart after two years' residence	If you depart after five years' residence	If you depart after 10 years' residence
<b>Minus</b> deferred fee \$ _____ (based on in-going contribution <b>you</b> paid) \$ _____	<b>Minus</b> deferred fee \$ _____ (based on in-going contribution <b>you</b> paid) \$ _____	<b>Minus</b> deferred fee \$ _____ (based on in-going contribution <b>you</b> paid) \$ _____	<b>Minus</b> deferred fee \$ _____ (based on in-going contribution <b>you</b> paid) \$ _____
<b>Minus</b> estimated reinstatement or renovation costs (after one year) Nil	<b>Minus</b> estimated reinstatement or renovation costs (after two years) Nil	<b>Minus</b> estimated reinstatement or renovation costs (after five years) Nil	<b>Minus</b> estimated reinstatement or renovation costs (after 10 years) Nil
<b>Minus</b> estimated sale costs (based on current average) Nil	<b>Minus</b> estimated sale costs (based on current average) Nil	<b>Minus</b> estimated sale costs (based on current average) Nil	<b>Minus</b> estimated sale costs (based on current average) Nil
<b>Minus</b> other costs Nil			
<b>Total estimated entitlement \$</b> Note: post-departure costs may apply (see p.4.2).	<b>Total estimated entitlement \$</b> Note: post-departure costs may apply (see p.4.2).	<b>Total estimated entitlement \$</b> Note: post-departure costs may apply (see p.4.2).	<b>Total estimated entitlement \$</b> Note: post-departure costs may apply (see p.4.2).

### Disclaimer

This Estimated Departure Entitlement Summary ("**Estimate**") is the owner of the village's estimate of your departure entitlement based upon the relevant information available to the owner at the time the Estimate was prepared. There are many factors which may arise between the time the Estimate was prepared and when your unit is sold following your departure from the village, and those factors may cause a variation to the amounts set out in the Estimate. Such factors may include the residential retirement village property market and the number of vacancies in the village at the time your unit is sold and the extent of wear and tear, refurbishment or replacements required to your unit when your unit is sold.

The owner does not make any representation or warranty as to the accuracy, currency or completeness of the Estimate or with respect to any information included in determining the Estimate. Any opinion, explanation or supporting reference set out in the Estimate should not be relied on, whether as being final, accurate, authoritative or otherwise. You should seek independent professional advice in relation to your residence contract and the departure entitlement you may be entitled to upon your departure from the village.

The owner does not accept any liability for (a) any loss or damage which may be suffered by you or any other person who relies either wholly or in part upon the Estimate; or (b) any errors, misstatements or misrepresentations in or omissions from the Estimate. If you decide to enter into a residence contract for your unit, upon execution of the residence contract you are deemed to release and discharge the owner from any claims, costs, losses and damages arising from or concerning the Estimate.