

## Stamp duty rebate terms and conditions.

1. By participating in the AVJennings “Stamp Duty Rebate” (“Offer”), the Purchaser accepts these Terms and Conditions.
2. In these Terms and Conditions
  - a) “AVJennings” means: either AVJennings Properties Ltd of Level 3, 11 Brookhollow Avenue Baulkham Hills, NSW 2153. A.B.N. 50 004 601 503, or Orlit Proprietary Limited of Level 3, 11 Brookhollow Avenue Baulkham Hills, NSW 2153 A.C.N. 007 535 435, as vendor under a Contract, as the case may be.
  - b) “Contract” means a contract for the sale of land issued by AVJennings, as vendor with respect to the sale of a Preselected Property to a Purchaser.
  - c) “Preselected Properties” means properties available for sale during the Offer Period – being only Built Form or Land Only at Arcadian Hills – Cobbitty; Land Only at Evergreen – Spring Farm but excluding lots 548-600; and Built Form at Magnolia – Hamlyn Terrace all in NSW.
  - d) “Built Form” means a lot upon which is constructed an attached, semi attached or free-standing home.
  - e) “Land Only” means an unregistered or registered land allotment sold by the vendor without Built Form.
  - f) “Purchaser” means: the person or persons who have entered into a Contract to purchase a Preselected Property.
  - g) “Administration Fee” means a non-refundable fee of 0.25% of the purchase price (GST inclusive), which forms part of the deposit at the expiration of the Cooling Off Period, paid by the Purchaser when signing the Contract.
  - h) “Cooling Off Period” means the period from the date of the Contract until the 3pm on the date which is 10 business days later.
  - i) “Deposit” means 10% of the purchase price (GST inclusive) to be paid by the Purchaser by cash or bank cheque on or before expiry of the Cooling Off Period under the Contract.
  - j) “Stamp Duty Rebate” means the amount of stamp duty actually payable by the Purchaser under the Contract or the amount of stamp duty that would have been payable under the Contract but for any applicable exemption which applies to the Purchaser.
  - k) “Vendor” means AVJennings as vendor under a Contract.
3. The Offer commences 10am Friday 1 March 2019 and concludes at 5pm Friday 31 May 2019, unless all Preselected Properties are sold prior and subject to the Offer not being withdrawn earlier in accordance with these Terms and Conditions. (“Offer Period”).

4. The Offer is available on any of the Preselected Properties which are available for sale during the Offer Period and purchased from an AVJennings Sales and Information Centre or an authorised AVJennings Sales Consultant or Representative.
5. Employees of AVJennings and their immediate families and their associated companies are eligible to take up the Offer.
6. The Offer entitles the Purchaser to receive the Stamp Duty Rebate at settlement of the Contract subject to a cap of a maximum of \$35,000.00.
7. This Offer cannot be accepted in conjunction with any other offer or promotion conducted by AVJennings.
8. To be eligible to receive the Offer, the Purchaser must comply strictly with the following purchasing procedures:
  - a) During the Offer Period, commence the purchase of a Preselected Property by paying a non-refundable Administration Fee equal to 0.25% of the purchase price (GST inclusive) and signing a Contract.
  - b) Paying the balance of 10% Deposit by cash or bank cheque at the end of the Cooling Off Period;
  - c) Unconditionally exchange the Contract no later than 5 pm 31 May 2019; and
  - d) Complete the Contract strictly in accordance with the terms of the Contract and in any event no later than 27 June 2019 unless otherwise agreed in writing by the Vendor in its absolute discretion.
9. The Purchaser is responsible for:
  - a) Stamp duties payable on purchase of Preselected Property and in connection with any mortgage;
  - b) Any and all legal costs payable by the Purchaser in connection with the purchase of the Preselected Property;
  - c) Loan Mortgage Insurance (if applicable); and
  - d) Any and all other ancillary costs or the completion of any other documentation that is not stipulated in these Terms and Conditions.
10. The Offer is subject to any other terms and conditions as set out in the Contract for sale of the Preselected Property. In the event of any inconsistency between the Terms and Conditions, the terms set out in the Contract will prevail to the extent of the inconsistency except for the conditions contained in Clauses 6 and 8, in which case these Terms and Conditions prevail.
11. AVJennings reserves the right, prior to acceptance to:

- a) Suspend, terminate, withdraw or modify this Offer and the Terms and Conditions; and/or
  - b) Withdraw any Preselected Property from this Offer.
12. The Purchaser releases, and discharges, AVJennings if it elects to exercise its rights under clause 11 above.
13. To the full extent permitted by law, AVJennings and its related companies exclude all liability however so arising (including all liability arising from negligence on the part of AVJennings and its related companies or their officers, employees, or agents) for any loss or damage whether direct, indirect, special or consequential or for personal injury which is suffered or sustained, by any individual or the Purchaser, arising in any way out of or in connection with the Offer, including but not limited to:
- a) not being able to take up the Offer because none of the Preselected Properties are available;
  - b) not being able to take up this Offer as a result of loan application refusal;
  - c) any increase in interest rates if the Purchaser is obtaining finance; and/or
  - d) As a result of AVJennings relying on any of their rights under these Terms and Conditions.
14. AVJennings will need to collect personal information for the purpose of conducting the Offer and may need to disclose the personal information to third parties. If the Purchaser or individual does not provide the requested personal information, then they cannot participate in the Offer. To access, update or correct any personal information contact AVJennings on 131 878.
15. All amounts stated in these Terms and Conditions are inclusive of all taxes and other duties.