

## **Rosella Rise AVJennings Turnkey Home \$25,000 Bonus Promotion Terms and Conditions.**

1. By participating in the AVJennings “Rosella Rise AVJennings Turnkey Home \$25,000 Bonus Promotion” (“Offer”), the Purchaser accepts these Terms and Conditions.
2. In these Terms and Conditions
  - a) “AVJennings” means: AVJennings Properties Limited of Level 6, 58 Norwest Boulevard, Norwest, NSW 2153, A.B.N. 50 004 601 503 as Vendor under a Contract.
  - b) “Contract” means a contract for the sale of land issued by Bitova Pty Limited or Rathdrum Properties Pty Limited or Bitova Pty Limited and Rathdrum Properties Pty Limited as vendor and AVJennings Properties Limited as Developer, 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 Built Form Stage 1 Lots 101 & 104 and Stage 2A Lots 2121, 2179, 2180, 2181, 2182, 2183, 2185 & 2186 at Rosella Rise, Warnervale in NSW.
  - d) “Purchaser” means: the person or persons who have entered into a Contract to purchase a Preselected Property.
  - e) “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.
  - f) “Cooling Off Period” means the period from the date of the Contract until the 5pm on the date which is 10 business days later.
  - g) “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.
  - h) “Rosella Rise AVJennings Turnkey Home \$25,000 Bonus” or “Offer” means the amount of \$25,000 to be deducted at settlement of a Contract.
  - i) “Vendor” means Bitova Pty Limited or Rathdrum Properties Pty Limited or Bitova Pty Limited and Rathdrum Properties Pty Limited as vendor under a Contract.
  - j) “Developer” means AVJennings Properties Pty Limited as developer under a Contract.
3. The Offer commences 10am 19<sup>th</sup> February 2024 and concludes at 5pm 30<sup>th</sup> April 2024, unless all Preselected Properties are sold prior and subject to the Offer

not being withdrawn earlier by the Vendor in accordance with these Terms and Conditions, ["Offer Period"].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. The Offer entitles the Purchaser to receive a \$25,000 deduction at settlement of the Contract.
6. This Offer cannot be accepted in conjunction with any other offer or promotion conducted by AVJennings.
7. 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 on or before the end of the Cooling Off Period;
  - c) Exchange the Contract **no later than 5pm 15<sup>th</sup> May 2024**; and
  - d) Complete the Contract strictly in accordance with the terms of the Contract and **no later than 14<sup>th</sup> June 2024**.
8. 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);
  - d) disclosing the Offer to any relevant mortgagee; and
  - e) Any and all other ancillary costs or the completion of any other documentation that is not stipulated in these Terms and Conditions.
9. 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 Clause 7, in which case these Terms and Conditions prevail.

10. 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, only prior to an exchange of contracts;
11. The Purchaser releases, and discharges, AVJennings if it elects to exercise its rights under clause 10 above.
12. 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.
13. 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.
14. All amounts stated in these Terms and Conditions are inclusive of all taxes and other duties.

Disclaimer:

\*Prices stated are subject to availability. Additional costs for stamp duty, utility connections, and statutory requirements may be incurred pending location of property. Images are indicative only. All descriptions have been prepared in good faith and with due care however may be subject to change without notice at any time. Purchasers should inform and assure themselves by inspection, independent advice or as otherwise necessary prior to purchase. ®Registered Trademark. ©AVJennings Properties Limited. ABN 50 004 601 503. Builders Licence 39168C. The Rosella Rise AVJennings Turnkey Home "\$25K Bonus" Promotion commences 10am 19 February 2024 and concludes at 5pm 30 April 2024 unless all Preselected Lots are sold. The promotion applies to selected properties only. Offer conditional on strict compliance with AVJennings property purchasing procedures. Click here for full terms and conditions.

Print Material Disclaimer:

All descriptions are indicative only and all descriptions and information have been prepared in good faith and with due care. No liability for negligence or otherwise is assumed by AVJennings Properties Limited or its related

entities. Anyone seeking to acquire AVJennings product should inform and assure themselves by inspection and independent advice or otherwise as necessary prior to transaction. ®Registered Trademark. ©AVJennings Properties Limited. ABN 50 004 601 503. Builders Licence Builders Licence 39168C. The Rosella Rise AVJennings Turnkey Home "\$25K Bonus" Promotion is for a limited time only unless all preselected lots are sold. The promotion applies to selected properties only. Offer conditional on strict compliance with AVJennings property purchasing procedures. Visit the website for full terms and conditions.