Stamp Duty Promotion – Save up to \$30k! Merchant Apartments and Townhomes Stamp Duty Promotion Terms and Conditions.

1. By participating in the AVJennings "Merchant Apartment and Townhomes Stamp Duty Promotion" ("Offer"), the Purchaser accepts these Terms and Conditions.

2. In these Terms and Conditions

- a) "AVJennings" means: AVJennings Waterline Pty Limited ACN 605 837 401 of Level 4, 108 Power Street, Hawthorn Vic 3122 as vendor under a Contract.
- b) "Contract" means a contract for the sale of an apartment or townhome issued by AVJennings as vendor with respect to the sale of an Apartment or townhome to a Purchaser.
- c) "Apartment or townhome" means any of the Merchant Apartments or Merchant Townhomes at AVJennings' Waterline Place project in Williamstown, Victoria.
- d) "Purchaser" means: the person or persons who have entered into a Contract to purchase an apartment or townhome.
- e) "Cooling Off Period" means 3 clear business days from the date the purchaser signs the Contract.
- f) "Deposit" means 10% of the purchase price (GST inclusive) to be paid by the Purchaser by bank cheque or direct deposit to the Vendor's solicitor's trust account on or before the time of signing the contract.
- g) "Offer" means a rebate at settlement of a Contract with the actual amount of the rebate under each Contract determined in accordance with the Schedule to these terms and conditions being in respect of each apartment or townhome, the amount shown in the table on pages 4 and 5.

- h) "Vendor" means AVJennings Waterline Pty Limited as vendor under a Contract.
- 3. The Offer commences 10am 1 February 2024 and concludes at 5pm 30 Aptil 2024, unless all apartments or townhomes are sold prior and subject to the Offer not being withdrawn earlier by the Vendor in accordance with these Terms and Conditions.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 all apartments or townhomes which are available for sale during the Offer Period and purchased through an authorised AVJennings Real Estate (Vic) Pty Ltd Sales Consultant.
- 5. The Offer entitles the Purchaser to receive a rebate at settlement of the Contract. The actual amount of the rebate under each Contract will be determined in accordance with the Schedule to these terms and conditions being in respect of each apartment or townhome, the amount shown in the table on pages 4 and 5. The amount of the rebate is capped at \$30,000 and AVJennings will not be liable for any amount of stamp duty payable.
- 6. This Offer cannot be accepted in conjunction with any other offer (including blinds or landscaping packages) 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, purchase a lot by paying an initial \$5,000 deposit and signing a Contract within 7 business days.
 - b) Paying the balance of 10% Deposit by bank transfer to the Vendor's solicitor's trust account or by bank cheque at the time of signing the Contract;
 - c) Exchange the Contract no later than 5pm 15 May 2024;
 - d) Settle on the property on or before 28 June 2024; and
 - e) Complete the Contract strictly in accordance with the terms of the Contract
 - f) If AVJennings does not issue the notice to settle by 28 June 2024, but AVJennings does subsequently issue such notice in respect of that Contract, the Offer will still be honoured so long as the Purchaser settles the Contract in accordance with its terms, and settlement is not delayed by Purchaser."
- 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 rebate 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 of Sale for the apartment or townhome. 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.

Apartments				
Apartment No.	No. of Bedrooms	Promo Rebate Amount		
105	2	\$	20,000	
108	2	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	20,000	
109	2*	\$	30,000	
110	2*	\$	30,000	
111	2	\$	20,000	
112	2	\$	20,000	
210	2*	\$	30,000	
305	2	\$	20,000	
308	2	\$	20,000	
309	2	\$	20,000	
312	2	\$	20,000	
313	2	\$	20,000	
316	2	\$	20,000	
402	3	\$	30,000	
404	2	\$	20,000	
409	2*	\$	30,000	
410	2*	\$	30,000	
415	2	\$	20,000	
417	3	\$	30,000	
501	2	\$	20,000	
503	1	\$ \$ \$ \$	10,000	
506	3	\$	30,000	
508	2*	\$	30,000	
509	2*	\$	30,000	
511	3		30,000	
512	2*	\$	30,000	
513	2	\$	20,000	
601	2	\$	20,000	
604	2	\$	20,000	
607	2	\$	20,000	
613	2	\$	20,000	
614	1	\$	10,000	
616	2	\$	20,000	
701	2	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	20,000	
703	1	\$	10,000	
704	2	\$	20,000	
709	3	\$	30,000	
713	2	\$	20,000	
714	1	\$	10,000	
716	2	\$	20,000	

^{*}Denotes a 3-bed apartment that has been converted into a 2-bed apartment.

Townhomes				
Townhome No.	Promo Rebate Amount			
TH1	\$	30,000		
TH2	\$	30,000		
TH3	\$	30,000		
TH5	\$	30,000		
TH6	\$	30,000		
TH7	\$	30,000		
TH8	\$	30,000		
TH9	\$	30,000		
TH10	\$	30,000		
TH11	\$	30,000		
TH12	\$	30,000		
TH13	\$	30,000		
TH14	\$	30,000		