

AFFIDAVIT OF SARAH MITCHELL

I, SARAH MITCHELL, of 45 Harbour View Drive, Lane Cove, New South Wales, property owner, make oath and say as follows:

1. I am the plaintiff in these proceedings and make this affidavit from my own knowledge, save where otherwise stated.
2. On 15 January 2024, I entered into a written contract with Greenfield Development Pty Ltd ("the defendant") for renovations to my residential property at the above address.
3. The agreed contract price was \$385,000 with a completion time of 6 months from commencement.
4. The contract included a liquidated damages clause of \$1,500 per week for any delays beyond the agreed completion date.
5. Work commenced on 1 February 2024. Initially, progress was satisfactory and in accordance with the agreed schedule.
6. On 15 March 2024, the defendant's site supervisor informed me of alleged "unforeseen structural issues" and requested a variation to increase the contract price by \$45,000.
7. I carefully considered this request but rejected it on 20 March 2024, as I believed: a) The issues should have been identified during the pre-contract inspection; b) The variation amount was excessive; and c) No adequate documentation was provided to justify the increase.
8. Following my rejection, the defendant ceased all work on 25 March 2024.
9. On 10 April 2024, I received a termination notice from the defendant alleging that my rejection of the variation constituted repudiation of the contract.
10. As of the date of this affidavit, my property remains partially demolished and uninhabitable. I have been forced to rent alternative accommodation at \$650 per week.
11. I have obtained quotes from three alternative builders to complete the work, ranging from \$420,000 to \$465,000.
12. I believe the defendant has wrongfully terminated the contract and I seek its enforcement or, alternatively, damages for breach of contract.

SWORN at Sydney this 19th day of May 2025

SARAH MITCHELL