

Contract of Sale Special Condition - Victoria

1. All people have a right to secure and safe accommodation, yet Australia has a chronic shortage of social and affordable housing (projected more than 600,000 by 2030). The flow-on effects arguably make this Australia's biggest social issue. The primary impediment to closing the gap is a shortage of suitable funding.
2. The vendor supports the Homes for Homes initiative www.homesforhomes.org.au (Homes for Homes). Established for public charitable purposes of providing low cost housing options for homeless and disadvantaged people, Homes for Homes Limited ACN 143 151 544 is a not for profit company limited by guarantee (Homes for Homes). In summary, Homes for Homes:
 - a. Raises funds by property vendors making a voluntary tax-deductible donation to Homes for Homes of 0.1% of the sale price of a participating property at time of sale; and
 - b. Allocates/invests funds to increase supply of social and affordable dwellings, providing new funding to the community housing sector (Homes for Homes is not a builder).
3. The property and/or land contained in this Contract of/for Sale (Property) has been registered to participate in Homes for Homes as set out in the Homes for Homes Donation Deed (Homes for Homes Deed) that:
 - a. Has been completed to refer to the particulars of the Property (or parent title of the Property prior to subdivision) and signed by the vendor or a prior registered proprietor; and
 - b. Is binding on the purchaser and future registered proprietors of the Property until a current registered proprietor elects to exercise its right to withdraw the Property from Homes for Homes at any time.
4. By entering this Contract of/for Sale, the purchaser (being the Incoming Owner) acknowledges and agrees:
 - a. That, subject to its right to withdraw the property from Homes for Homes at any time, the purchaser will participate in Homes for Homes by becoming a party to the Homes for Homes Deed in respect of the Property (as Owner) when the purchaser is the registered proprietor;
 - b. To sign a new Homes for Homes Donation Deed (on terms identical to the Homes for Homes Donation Deed) if requested by Homes for Homes at any time;
 - c. To make a voluntary tax-deductible donation to Homes for Homes of 0.1% of the sale price when the purchaser sells the Property in the future; and
 - d. The Vendor and an Electronic Lodgement Network Operator may provide details about the Incoming Owner and the Property (which may include personal information as defined in the Privacy Act 1988) to Homes for Homes for its use in operating Homes for Homes and the Incoming Owner consents to the disclosure of personal information for this purpose.

5. Pursuant to the Homes for Homes Deed, Homes for Homes:

- a. Is entitled to and has lodged a caveat over the title or parent title to the Property that permits subsequent dealings (Caveat).
- b. At request of a registered proprietor of the Property at any time, consents to any dealing and or withdrawal of the Property from Homes for Homes.

6. The purchaser must not make any requisition or objection, rescind or terminate this contract, claim any compensation or delay completion as a result of any caveat that may be lodged for registration or registered on the title to the property by or on behalf of Homes for Homes as caveator.

The purchaser agrees that, as from the settlement date, the purchaser is bound by the Homes for Homes Donation Deed in respect of the Property (Deed Poll).

Executed as a Deed Poll

Name/s of property purchaser:

Email/s:

Mobile phone contact/s:

Signature/s:

Signed, sealed and delivered by the purchaser/s on ___/___/_____ (date)

