

Homes for Homes Donation Deed (Charge)

Australia has a chronic shortage of social and affordable houses (projected >600,000 by 2030). Homes for Homes is a not for profit initiative that raises funding from voluntary **tax-deductible donations** by vendors of registered properties (0.1% at time of sale). Homes for Homes then invests funding to increase the supply of social and affordable dwellings, providing new funding to the sector (Homes for Homes is not a builder).

To support Homes for Homes, a property owner registers their property by completing and signing this Donation Deed and returning to Homes for Homes, GPO Box 4911, Melbourne, VIC, 3001.

Date

/ /

Deed is made between the

Owner Name: _____ Ph: _____

and Address: _____

H4H Homes for Homes Limited ACN 143 151 544 of GPO Box 4911, Melbourne, VIC, 3001 (**H4H**)

Property

The Property known as (Property address): _____

being the whole of the land contained in (**complete title details for your relevant state / territory**):

VIC	WA	SA	NSW
Lot: _____ on Plan of Subdivision: _____ Certificate of Title Volume: _____ Folio: _____	Lot: _____ on Strata Plan: _____ Certificate of Title Volume: _____ Folio: _____	Certificate of Title Volume: _____ Folio: _____ Allotment: _____ Plan: _____	Lot: _____ on Deposit Plan: _____ Folio Identifier: _____
QLD	ACT	TAS	NT
Title Reference: _____ Lot: _____ Plan: _____ County: _____ Parish: _____	Certificate of Title Volume: _____ Folio: _____ District / Division: _____ Section: _____ Block: _____	Volume: _____ Folio: _____ Description of Land — Describe Part: _____ _____ _____	Register: _____ Volume: _____ Folio: _____ Location: _____ Lot Description: _____ Plan: Unit: _____

Background: The Owner agrees to donate 0.1% of the Property Sale Price to H4H, upon sale of the Property.

Executed as a Deed:

Signed, sealed and delivered by the Owner:

Owner NAME: _____ Sign here ► _____

Witnessed by NAME: _____ Sign here ► _____

Signed sealed and delivered by an authorised signatory of Homes for Homes Limited:

H4H NAME: _____ Sign here ► _____

Witnessed by NAME: _____ Sign here ► _____

This Deed provides as follows:

1. Promise

- (a) When the Owner completes the sale of the Property, the Owner promises to H4H to donate 0.1% of the Sale Price of the Property to H4H for Homes for Homes (**Donation**).
- (b) The promise set out above will benefit and be enforceable by H4H or its permitted assigns.
- (c) The Owner agrees that this Deed binds, and will be enforceable against, the successors in title and registered proprietors from time to time of the Property.
- (d) The promises set out above will bind and be enforceable against every registered proprietor from time to time of the Property.
- (e) To the extent that there is more than one registered proprietor of the Property from time to time, the Owner covenants that this Deed binds each and every registered proprietor of the Property from time to time.

2. Sale of Property

- (a) On or before the Settlement Date, the Owner agrees to:
 - (i) Notify H4H that the Owner has agreed to sell the Property and details of the Sale Price, Owner, Property and Incoming Owner (**Details**); and
 - (ii) Make the Donation.
- (b) On receipt of the Donation and Details, H4H will issue a tax-deductible receipt for the Donation to the Owner.

3. Charge

- (a) The Owner grants a fixed charge over all of its interest and the interest of successors in title and registered proprietors from time to time in the Property to H4H as security for the due and punctual payment of the Donation each time the Property is sold / re-sold (**Charge**).
- (b) H4H acknowledges that the Charge will rank in priority after, and be subordinate to, any other encumbrances over the Property whether created before or after the Charge.
- (c) The Owner acknowledges that the Charge runs with the Property and gives H4H an equitable interest in the Property for the purpose of lodging a permissive caveat on the certificate of title to the Property to give notice of equitable interest provided such caveat will allow dealings with the Property in priority to the interest of H4H.
- (d) If the Owner or any registered mortgagee requires consent to a dealing, H4H hereby consents to such dealing. If the Owner or any registered mortgagee requires specific written consent, H4H will provide consent on request and receiving relevant Details from the Owner or any such registered mortgagee.

4. Termination

The Owner's obligations under this Deed to H4H will automatically terminate and the terms of this Deed will be of no force or effect if the Owner notifies H4H in writing that the Owner no longer wishes to participate in Homes for Homes and make the Donation.

5. Discharge of the Charge

If a current Owner notifies H4H in writing that the Owner no longer wishes to participate in Homes for Homes and make the Donation, H4H agrees to discharge of the Charge by providing the Owner a withdrawal of Caveat form signed by H4H (as Caveator).

6. Privacy

- The Owner consents to the collection, use and disclosure of my personal information by H4H for the purposes of:
- (a) Entering into, administering and completing this Deed;
 - (b) Disclosure to any third party who has a right or entitlement to share in the monies paid or payable to H4H under this Deed; and
 - (c) otherwise, in circumstances where H4H is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act 1988 (Cth).

7. General

The Owner will do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

8. Definitions and interpretation

8.1 Definitions in this Deed

- (a) **Homes for Homes** means the charitable initiative conducted by H4H for the purpose of H4H raising funds from Donations and allocating / investing available funds to increase supply of social and affordable dwellings.
- (b) **Incoming Owner** means a purchaser, buyer or transferee of the Property from the Owner.
- (c) **Owner** means the current registered proprietor of the Property. When the Property was first participated in Homes for Homes, the Owner of the Property at that time is named in this Deed.
- (d) **Sale Price** means the price at which the Property is sold by the Owner (excluding GST).
- (e) **Settlement Date** means the date on which the Owner transfers the title to the Property to a third party and receives settlement funds.

8.2 Interpretation

- (a) The singular includes the plural and the plural includes the singular.
- (b) Words of any gender include all genders.
- (c) A reference to a party to a document includes that party's successors in title and registered proprietors from time to time of the Property.
- (d) To the extent that the Property contains multiple lots or parts, this Deed applies to each lot or part severally.

8.3 Counterparts

- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.