Contract of Sale 'Special Condition'

Homes for Homes initiative

- #.1 All people have a right to secure & safe accommodation, yet Australia has a critical shortage of social & affordable houses (>200,000 houses in 2015). With the 'gap' predicted to increase significantly and governments unable to 'close' the gap alone, many consider that the flow-on-effects, make our shortage of social & affordable housing 'Australia's biggest social issue'. The biggest impediment to closing the 'gap' is a shortage of suitable funding.
- #.2 The vendor supports the Homes for Homes initiative <u>www.homesforhomes.com</u> (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 (H4H). In summary, Homes for Homes:
 - a) Raises funds by property vendors making a voluntary tax deductible donation to H4H 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 & affordable dwellings.
- #.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 (**H4H Deed**) that:
 - a) Has or will be 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 Donor) 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 H4H Deed in respect of the Property (as Donor) on the settlement date;
 - b) To make a voluntary tax deductible donation to H4H of 0.1% of the sale price when you sell your Property; and
 - c) The vendor may provide the purchaser's and Property details to H4H for its use in operating Homes for Homes.
- #.5 Pursuant to the H4H Deed, H4H:
 - a) Is entitled to and has lodged a caveat over the title or parent title to the Property that permits subsequent dealings (**Permissive 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 Limited as caveator.