

# Homes for Homes Donation Deed (Charge): NSW

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

**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 or via email, registrations@homesforhomes.com**

Date / / 2 0

## Deed is made between the Owner

**Owner 1:** First name:

Surname:

Phone:

Email:

Street no. and name:

Suburb:

State:

Postcode:

**Owner 2:** First name:

Surname:

Phone:

Email:

Street no. and name:

Suburb:

State:

Postcode:

## and Home for Homes

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

## Property:

The Property known as (Property address):

Street no. and name:

Suburb:

State:

Postcode:

If known, please complete the below:

Lot:

on Deposit Plan:

Folio Identifier:

The Owner agrees to donate 0.1% of the Property Sale Price to Home for Homes, upon sale of the Property.

## Executed as a Deed:

Signed, sealed and delivered by the Owner:

**Owner 1** Name:

Sign here ►

**Witnessed by** Name:

Sign here ►

**Owner 2** Name:

Sign here ►

**Witnessed by** Name:

Sign here ►

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

**Homes for Homes** Name: Sally Hines

Signature



**Witnessed by** Name: Jon Whitehead

Signature



# Homes for Homes Donation Deed (Charge)

This Deed provides as follows:

## 1. Promise

- (a) When the Owner completes the sale of the Property, the Owner promises to Homes for Homes to donate 0.1% of the Sale Price of the Property to Homes for Homes for Homes (**Donation**).
- (b) The promise set out above will benefit and be enforceable by Homes for Homes 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 Homes for Homes 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, Homes for Homes 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 Homes for Homes as security for the due and punctual payment of the Donation each time the Property is sold / re-sold (**Charge**).
- (b) Homes for Homes 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 Homes for Homes an equitable interest in the Property for the purpose of lodging a 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 Homes for Homes.
- (d) If the Owner or any registered mortgagee requires consent to a dealing, Homes for Homes hereby consents to such dealing. If the Owner or any registered mortgagee requires specific written consent, Homes for Homes 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 Homes for Homes will automatically terminate and the terms of this Deed will be of no force or effect if the Owner notifies Homes for Homes 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 Homes for Homes in writing that the Owner no longer wishes to participate in Homes for Homes and make the Donation, Homes for Homes agrees to discharge of the Charge by providing the Owner a withdrawal of Caveat form signed by Homes for Homes (as Caveator).

## 6. Privacy

Owner consents to the collection, use and disclosure of my personal information by Homes for Homes 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 Homes for Homes under this Deed; and
- (c) otherwise, in circumstances where Homes for Homes 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 Homes for Homes for the purpose of Homes for Homes 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.