

Contract of Sale 'Special Condition' wording to be included.

Homes for Homes initiative

- A. All people have a right to secure & safe accommodation, yet Australia has a critical shortage of social & affordable houses (>200,000 houses in 2016). 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.
- B. The Vendor supports the Homes for Homes initiative www.homesforhomes.com (**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, a 'not for profit' company limited by guarantee (**H4H Limited**), operates Homes for Homes by:
- Raising funds from voluntary donations by Property owners / Vendors of 0.1% of the sale price (ex. GST) when a participating property is sold; and
 - Allocating / investing funds to increase supply of social & affordable dwellings.
- C. The Vendor and H4H Limited have entered the attached Homes for Homes Donation Deed (**Donation Deed**) that refers to the particulars of the [*parent title / title*] of the property described in this Contract of Sale.
- D. By entering this Contract of Sale, the Purchaser acknowledges and agrees:
- i. The Donation Deed shall apply to the property(ies) described in this Contract of Sale (**Property**) and will bind the Purchaser and future owners of the Property unless the Property is withdrawn from Homes for Homes (*refer below*);
 - ii. To participate in Homes for Homes and (as Donor) to the terms set out in the Donation Deed in respect of the Property;
 - iii. To make a voluntary tax deductible donation to H4H Limited of 0.1% of the sale price when you sell your Property; and
 - iv. The Vendor may provide details of the Purchaser and Property to H4H Limited for the purpose of Homes for Homes and as otherwise set out in the Donation Deed.
- E. Pursuant to the Donation Deed, H4H Limited:
- i. Is entitled to lodge a caveat over the Property that permits subsequent dealings (**H4H Caveat**);
 - ii. Has lodged the H4H Caveat on the [*parent title / title*] of the Property;
OR
Intends lodging H4H Caveat prior to Settlement (*i.e. after Plan of Subdivision registered*);
OR
Intends lodging H4H Caveat once the Purchaser is the registered owner of the Property (*i.e. after Plan of Subdivision registered and settlement*);
 - iii. Is required to give its consent to any dealings. The Purchaser may require a consent to be provided at any time; and
 - iv. Provides its consent to the Purchaser, or a future owner, for the Property owner to withdraw the Property from Homes for Homes at any time.
- F. The Purchaser must not make any requisition or objection, rescind or terminate this contract, claim any compensation or delay Settlement as a result of any H4H Caveat that may be lodged for registration or registered on the title to the Property by or on behalf of H4H Limited as caveator.