

**BETWEEN**

**HOMES VICTORIA**

**AND**

**[Insert Name of Applicant/s]**

**DEED FOR THE HOMES VICTORIA – FIRST PEOPLES  
HOME OWNERSHIP PROGRAM – EXISTING  
DWELLINGS STREAM**

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**THIS DEED FOR HOMES VICTORIA – FIRST PEOPLES HOME OWNERSHIP PROGRAM – EXISTING DWELLINGS STREAM (Deed)**

is made on **2025**

**BETWEEN:** **Homes Victoria ABN 88 139 482 080** a body corporate established under the *Housing Act 1983* (Vic) of 50 Lonsdale Street, Melbourne VIC 3000 (hereinafter called "**Homes Victoria**") and

**AND:** **Name of Applicant** of **X name of Street SUBURB, VIC Postcode** (hereinafter called "**Applicant/s**").

**RECITALS:**

- A.** Homes Victoria is implementing the First Peoples Home Ownership Program – Existing Dwellings Stream.
- B.** The Applicant has been awarded a Grant by Homes Victoria to purchase the Property.
- C.** The awarding of the Grant by Homes Victoria is subject to the terms and conditions hereinafter appearing.

**NOW THIS DEED WITNESSES** that in consideration of the agreements and covenants by the parties obtained in this Deed:

**1. INTERPRETATION**

- 1.1. (a) Words importing a gender include any gender and words importing the singular number include the plural and vice versa.
- (b) Any agreement and covenant in this Deed on the part of or for the benefit of any party binds or benefits (as the case may be) that party's successors and assigns.

- (c) In the interpretation of this Deed, no rule of construction will apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.
- (d) No Fettering of Discretion: Nothing in this Deed operates to restrict or otherwise affect the duty and performance by Homes Victoria of its obligations under the *Housing Act 1983* (Vic) or as a statutory body corporate.

## 2. DEFINITIONS

- 2.1. **“Grant”** means a grant of money in the amount as determined under the Program Guidelines for the Homes Victoria First Peoples Home Ownership Program – Existing Dwellings Stream.
- 2.2. **“Homes Victoria First Peoples Home Ownership Program”** means a program of Grants run by Homes Victoria to provide culturally appropriate pathways to home ownership for eligible Aboriginal and Torres Strait Islander people in the State of Victoria.
- 2.3. **“Homes Victoria First Peoples Home Ownership Program – Existing Dwellings Stream”** means a stream of Grants under the Homes Victoria First Peoples Home Ownership Program to support home ownership of existing dwellings.
- 2.4. **“Letter Confirming Contribution”** means a letter signed by Homes Victoria addressed ‘to whom it may concern’ for the purchase of the Property advising of the award of a Grant to the Applicant.
- 2.5. **“Property”** means a residential property to be purchased by the Applicant to be used as their home and principal place of residence.
- 2.6. **“Program Guidelines”** means the First Peoples Home Ownership Program – Program Guidelines.

### **3. LETTER CONFIRMING CONTRIBUTION**

- 3.1 Homes Victoria will provide the Applicant with a Letter Confirming Contribution addressed 'to whom it may concern', if required.

### **4. UNDERTAKINGS BY THE APPLICANT**

- 4.1 The conveyancer documents/letters provided to the Homes Victoria First Peoples Home Ownership Program by the Applicant in their application for the Grant, reflect the Applicant's deposit savings to be used in the purchase of the Property.
- 4.2 The Applicant does not own or have an interest in any other residential property.
- 4.3 The Applicant will be purchasing the Property to be used as their home and principal place of residence.

### **5. USE OF GRANT**

- 5.1 The Applicant will use the deposit contribution amount of the Grant towards the purchase price for the Property.
- 5.2 The Applicant will use the deposit contribution for a property in the state of Victoria.
- 5.3 The Applicant will use \$2,500 of the Grant as re-imbusement for the following costs, as may be applicable, incurred in purchasing the Property:
- Legal fees on the loan to purchase the Property;
  - Conveyancing/Solicitor costs;
  - Moving expenses;
  - Building Inspections (including pest reports & survey reports);
  - Property valuations; and

- Strata reports.

5.4 Any surplus monies from the \$2,500, after the above costs have been reimbursed must be applied by the Applicant's Solicitor's or Conveyancer's trust account towards the purchase price for the Property.

5.5 The Land transfer (stamp) duty helper Grant contribution will be attributed to the cost of land transfer duty associated with the Property.

## **6. PAYMENT OF GRANT**

6.1 Homes Victoria shall pay the Grant to the Applicant's Solicitor's or Conveyancer's trust account prior to settlement of the purchase of the Property to be held in trust pending settlement.

6.2 The Applicant's Solicitor or Conveyancer will be required to sign an acknowledgement that they will hold the Grant in trust as per the terms of this Deed.

## **7. DEFAULT**

7.1 Should the Applicant breach any of the provisions in clauses 4 and 5 in this Deed, the Grant shall be repayable by the Applicant to Homes Victoria, upon demand.

7.2 Should the Applicant not proceed to settlement, the Grant shall be repayable by the Applicant to Homes Victoria, upon demand.

## **8. EXPIRY OF THE GRANT**

8.1 Should the Applicant not use the Grant to purchase the Property on or before 180 days from the date of this Deed, the Grant will expire. However, this will

not preclude the Applicant from requesting to re-assess eligibility or re-applying for a new Grant.

**9. FINAL AMOUNT OF GRANT**

9.1 The final amount of the Grant will be confirmed prior to settlement of the purchase of the Property and may be adjusted if the final deposit savings of the Applicant is lower than the amount quoted on the application form.

**10. LEGAL COSTS**

10.1. Each party will bear their own costs incurred in relation to the preparation of this Deed.

**11. GOVERNING LAW**

11.1. This deed shall be governed by and construed in accordance with the laws of the State of Victoria.

**12. FURTHER ASSURANCE**

12.1. Each party must at the request of the other party do any further act matter or thing and enter into and execute any further document reasonably necessary to give full effect to the provisions of this Deed.

**13. ELECTRONIC EXECUTION AND EXCHANGE**

13.1. Each party consents to this document and any variations of this document being signed by electronic signature by the methods set out in this clause.

13.2. This clause applies regardless of the type of legal entity of the parties. If this document or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.

13.3. For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this document and any variation of it:

- a) insertion of an image (including a scanned image) of the person's own unique signature on to the document;
- b) insertion of the person's name on to the document; or
- c) use of a stylus or touch finger on a touch screen to sign the document;

provided that in each of the above cases, words to the effect of '*Electronic signature of me, [NAME], affixed by me on [DATE]*' are also included on the document;

- d) as otherwise agreed in writing (including via email) between the parties.

13.4. The parties agree that the above methods are reliable as appropriate for the purpose of signing this document and that electronic signing of this document by or on behalf of a party indicates that party's intention to be bound.

13.5. A signed copy of this document transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this document for all purposes.

**EXECUTED AS A DEED**

**SIGNED, SEALED AND DELIVERED** by **[INSERT NAME OF APPLICANT #1]** )  
in the presence of: )  
)  
)

.....  
NAME OF WITNESS

.....  
Signature of WITNESS  
Date:

.....  
Signature of **[NAME OF APPLICANT]**

*[Add or delete additional Secondary Applicant execution boxes as needed]*

**SIGNED, SEALED AND DELIVERED** by **[INSERT NAME OF APPLICANT #2]** )  
in the presence of: )  
)  
)

.....  
NAME OF WITNESS

.....  
Signature of WITNESS  
Date:

.....  
Signature of **[NAME OF APPLICANT #2]**

SIGNED for and on behalf of HOMES VICTORIA by )  
**[INSERT NAME]** an officer of the Department of )  
Families, Fairness and Housing to whom Homes )  
Victoria has delegated the appropriate power: )

.....  
Signature  
Title: **[Insert position title]**  
Date: **[Insert Date]**