

BETWEEN

HOMES VICTORIA

AND

INSERT APPLICANT NAME/S

**DEED FOR THE HOMES VICTORIA - FIRST PEOPLES
HOME OWNERSHIP PROGRAM – NEW BUILD STREAM**

THIS DEED FOR THE HOMES VICTORIA – FIRST PEOPLES HOME OWNERSHIP PROGRAM – NEW BUILD STREAM (Deed)

is made on **XX/XX/202X**

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: **[Applicant Name/s]** of **[Street Address, Suburb, VIC, Postcode]** (hereinafter called "**Applicant/s**").

RECITALS:

- A.** Homes Victoria is implementing the First Peoples Home Ownership Program – New Build Stream.
- B.** The Applicant has been awarded a Grant by Homes Victoria to construct a Home or purchase a new home as determined under the Program Guidelines of the Homes Victoria First Peoples Home Ownership Program.
- 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 party 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 – New Build Stream.
- 2.2. **“Home”** means a residential dwelling to be built by the Applicant for use as their home and principal place of residence.
- 2.3. **“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.
- 2.4. **“Homes Victoria First Peoples Home Ownership Program – New Build Stream”** means a stream of grants under the Homes Victoria First Peoples Home Ownership Program to support new home builds.
- 2.5. **“Letter of Contribution”** means a letter signed by Homes Victoria addressed ‘to whom it may concern’ advising of the award of a Grant to the Applicant for the construction of a Home or purchasing of a new build.

- 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 savings to be used in the construction of the Home.

- 4.2 The Applicant has provided Homes Victoria with sufficient documentation to evidence that they have engaged a suitably licensed builder to construct the Home, including (but not limited to) the following:

- a) Evidence that the Applicant is registered on title as the owner of the land on which the Home is to be constructed;
- b) A copy of the builder's licence or registration;
- c) A copy of the comprehensive home building contract to construct a new Home signed by a suitably licensed builder and the Applicant;
- d) The proposed starting date for construction; and
- e) The stages and associated costs of construction for each separate stage and the total costs of construction of the Home.

- 4.3 The Applicant does not own or have an interest in any other residential property.

4.4 The Applicant will be constructing the Home to be used as their home and principal place of residence.

4.5 The Applicant must advise the builder and the entity financing the construction (if any) that Homes Victoria has awarded the Grant to the Applicant and that part of the Grant has or will be used toward the cost of the foundation/base stage of constructing the Home.

5. USE OF THE GRANT

5.1

The Applicant will use deposit contribution of the Grant towards the cost of constructing the Home.

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 constructing the Home:

- Legal fees on the loan to construct the Home;
- Conveyancing/Solicitor costs;
- Moving expenses;
- Building Inspections (including pest reports & survey reports);
- Property valuations;
- Strata reports;
- Council fees; and
- Development application costs.

5.4 Any surplus monies from the \$2,500, after the above costs have been reimbursed must be applied by the Applicant towards the following costs:

- Construction of the Home;
- Moving costs;

- Soil and contour tests required for constructing the Home;
- Costs for improving the sustainability of the Home in accordance with the Building Sustainability Index;
- Site costs;
- Flooring;
- Driveways;
- Landscaping;
- Costs associated with slope and/or soil;
- Costs for improving the bushfire or flood safety of the Home and complying with the construction requirements of the Home's Bushfire Attack Level rating;
- Land registration costs such as connecting electricity, plumbing and sewage;
- Purchasing wheelie bins;
- Fees for closing roads or causing interruptions to traffic during construction;
- Mortgage insurance; and/or
- Interest repayments on the construction loan while the Home is being constructed.

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 THE GRANT

6.1

Homes Victoria shall pay the Grant to the Applicant's Solicitor's or Conveyancer's trust account during the period of construction up until completion as stipulated in the building contract. The Applicant's Solicitor or Conveyancer must pay the Grant to the cost of constructing the home within 45 days or receipt of the Grant.

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, 5 and 6 in this Deed, the Grant shall be repayable by the Applicant to Homes Victoria, upon demand.

7.2 Should the Applicant not proceed to commence construction or fail to complete construction, 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 on or before 3 months from the date of this Deed, the Grant will expire and shall be repayable by the Applicant to Homes Victoria. However, this will not preclude the Applicant from requesting to re-assess eligibility re-applying for a new Grant.

8.2 The timeframe included in clause 8.1 may be extended at the discretion of Homes Victoria upon a written request from the Applicant, in the event that construction is delayed for any reason including but not limited to where wet weather conditions causes delays to construction.

9. FINAL AMOUNT OF GRANT

9.1 The final amount of the Grant will be confirmed prior to commencement of construction of the Home and may be reduced if the final 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:)
)

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

.....
NAME OF WITNESS

.....
Signature of WITNESS

Date:

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

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

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

.....
NAME OF WITNESS

.....
Signature of WITNESS

Date:

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]