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03.02 Acceptable Security Collateral

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1. About this policy

1.1 Why this policy

This policy will help you determine which real estate and non-real estate security collateral we consider acceptable for consumer mortgages.

To determine the maximum loan to value ratio (LVR) and valuation requirement for each type of security collateral, refer to the <u>Loan to Value Ratio (LVR)</u> policy and <u>Security Collateral Value</u> policy.

If the loan application requires mortgage insurance, refer to *Lenders Mortgage Insurance*, where required.

1.2 What is residential real estate security collateral?

The Bank's consumer mortgage lending policy is primarily directed towards standard residential real estate, but non-standard developments may also be acceptable.

The below table details the policy rules for acceptable real estate security collateral.

Requirement	Policy Rules
<u>Standard real</u> <u>estate</u>	Includes, but not limited to, houses, villas, units, vacant land zoned for residential use, refer <u>Assessing security</u> collateral requirements – standard real estate
Non-standard developments	Non-standard real estate is units / developments that are not typical e.g. holiday resort-style accommodation or former commercial real estate converted into apartments, refer <u>Assessing security collateral requirements – standard real estate.</u> The bank may accept non-standard unit developments in any postcode location, however the development <u>must</u> be included in the <u>Security Development Register (SDR)</u>

Security collateral objective	To confirm the borrower's ownership of the whole legal and equitable interest in the security collateral(s) and in doing so, ensuring the Banks' ability to register its mortgage and having marketable value sufficient to offset the Bank's exposure during the term of the facility.
Commercial real estate	Is not acceptable as security collateral for a consumer mortgage loan, refer <u>Loan to Value Ratio (LVR)</u> > Unacceptable security collateral

2. Rules you must apply

2.1 Certificate of title

 $A \ certificate \ of \ title \ is \ a \ document \ that \ officially \ grants \ ownership \ to \ the \ holder \ of \ the \ property \ referenced \ by \ that \ title \ .$

The below table details the policy rules associated with obtaining and checking a title search.

Requirement	Policy Rules		
Obtain a title search	When assessing property for its acceptability as Security Collateral for a new loan, loan increase or loan variation we must complete a title search to confirm: The type of title, e.g. freehold, strata, company The registered proprietor (the owner) Any prior mortgage's and their priority ranking Any other restrictions, or dealings registered or lodged on the title, which could impact the Banks' ability to register its mortgage or act on a mortgage once registered		
Responsibilities prior to formal loan approval Review the title search, intere Comply with the requiremen		f the title search and any dealings (registered or lodged) on the certificate of title	
Age of title search	Must comply with <u>Document Standards</u>		
	Property already owned	The owners as shown on the title search, must be exactly the same as the borrowers / guarantors (where applicable)	
	Property being purchased	The vendor / transferor as shown on the contract of sale and transfer description must be exactly the same as the registered proprietor (the owner) on the title	
Property Ownership	Part ownership	A part ownership share in a property cannot be considered when all owners of the security collateral offered, are not part of the new loan application as either borrowers or guarantors. In all instances the borrowers / guarantors must own or be purchasing (in the new loan application) 100% of the property and have exclusive use and occupation entitlement of the property used as supporting security collateral.	
	Company title, Moiety title	The borrowers / guarantors must own or be purchasing 100% of the shares associated with the specific unit offered as security and have exclusive use and occupation entitlement.	
	Leasehold title	The borrowers / guarantors must be the same as the lessee, of the portion offered as supporting security collateral and have exclusive use and occupation entitlement of the property used as supporting security collateral.	
	The title must be free of any mortgages, caveats, restrictive encumbrances, writs, notifications or dealings that will not be removed prior to or simultaneously at loan settlement		
Interests / dealings on title	Exceptions may apply: • For <u>Second Mortgages</u> • When approval has been granted by Credit (or other Credit Risk authorised staff)		
Second Mortgage	Prior internal ¹ mortgage	Acceptable to remain on title. No additional policy rules or restrictions	

	Prior external ¹ mortgage	The conditions detailed under <u>'Second Mortgage behind other financial institution (OFI)</u> ' apply Use of second mortgage may also be restricted by other policies. Refer to: • <u>Loan to value ratio</u> >Assessing second mortgage • <u>Guarantees</u> • Specific Product Policies
Submissions to Credit (or other Credit Risk authorised staff)	dealing to remain	approval for a mortgage, caveat, restrictive encumbrance, Writ, notification or on title, a copy of the title and dealing must be provided to support review and any limitations that the dealing may impose.

2.1.1 Second Mortgage behind other financial institution (OFI)

The Westpac Bank Group prefers to be the only mortgagee on a security property. There may be some instances where we may take a second mortgage, for example, where the second mortgage is covering a shortfall in security by the primary property (e.g. Family Security Guarantee loan option).

A second mortgage may be taken to cover a shortfall of security including a guarantee where the Primary security is being taken by / or is already held with Westpac Bank Group registered as the 1st mortgagee.

The below scenarios are excluded:

- If the existing 1st mortgage is for a reverse mortgage styled facility
- The 1st mortgagee is not a Financial institution, i.e. is a private mortgage provider. Private mortgage providers include but are not limited to an individual, a solicitor, vendor finance.
- LMI applies to the proposed loan and the first mortgage is not held by Westpac Bank

Note

SGB, BSA, BoM and RAMS are considered to be other external providers/other financial institutions.

Brokers should advise the applicant(s) that second mortgage scenarios may lead to longer settlement time frames that are outside of Westpac Bank Group's control. Delays can occur when we write to the prior mortgagee seeking consent to register the second mortgage and we ask the prior mortgagee to establish their priority amount.

For more information, refer to Loan to Value Ratio (LVR)

2.2 Assessing security collateral requirements - standard real estate

Refer to Loan to Value Ratio (LVR), policy to determine the maximum LVR and mortgage insurance availability for each security type.

The below table details additional policy rules to be applied when assessing standard real estate security collateral.

Category	Additional policy rules	
Property zone	The security property must be zoned to allow residential use without restriction, irrespective of the actual zoning type (Mixed Use, Rural Residential, Rural etc.)	
<u>Completed residential dwelling</u> (e.g. detached house)	 No more than 2 dwellings on a single title, refer to Loan to Value Ratio (LVR) > Assessing LVR by security type. Direct vehicular access to property on appropriate all- weather surfaces for two-wheel drive vehicles The property is to have power service connected, electricity (mains or off grid system), water and waste (tank or town, sewer or septic) Minimum living floor area 40 square metres (excluding balconies and car spaces). Must contain a minimum of 1 conventional bedroom (not studio / partitioned) full living facilities including standard kitchen and bathroom facilities and direct access. The accommodation is purely standard residential catering for permanent occupancy only, i.e. not mixed use e.g. holiday or student accommodation. 	
Off-the-plan unit purchase	 Loan funds are not available for the purchase until the property has been completed Progress payments will not be made during the construction period Must also adhere to the standard requirements of a <u>Unit</u> 	
	Full Submission criteria	Full Submission is available when: Construction will be completed within 3 months, and The valuer is able to inspect the security collateral, and The valuer 's commentary on the 'As if complete / on completion' valuation indicates they estimate construction will be complete within 3 months of the valuation completed date

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		The 'As if complete / on completion' can be rested on when the above is met
	In Principle Approval criteria	Application must be assessed as an In Principle Approval where the 'Full Submission' criteria has not been met
Residential dwelling to be erected (e.g. licensed contract builder or owner builder) 'Residential dwelling to be erected': • includes structural renovations such as additional rooms or floors and other significant changes. • excludes cosmetic changes such as internal or external painting, bathroom and kitchen renovations, pools, and landscaping.	construction loans Direct vehicular acc drive vehicles The property is to h water and waste (ta Minimum living floe Must contain a min facilities including s The accommodatio i.e. not mixed use e Other matters for co Where construction is application must be re 'Unusual' includes, bu More than 2 dwellin title, securing any co LVR by security coll Where the construct property Where the property alternate sewage (r or rainwater tanks). The building site re	s considered to be 'unusual' for a consumer mortgage loan, the eferred to Credit. ut is not limited to: ngs adjacent to each other, in the same strata plan, or on the same consumer mortgage loan , refer Loan to Value Ratio (LVR) > Assessing lateral type. ction costs equate to more than 80% of the total end value of the y will have alternate electricity (not mains electricity or off grid system), not mains sewage or septic) or alternate water source (not town water equires access (entry / exit) via crane or other, or is landlocked both upletion of construction.
Residential properties equal to or greater than 8 ha	No more than 2 dw by security collaters. Direct vehicular acc drive vehicles The property must water (tank or town living floor area 40 Must contain a min facilities including sonly, i.e. not mixed A satisfactory short if 'to be erected', the against building a received.	have power service connected (mains electricity or off grid system), n), sewage (mains sewage or septic) ed (i.e. have an existing dwelling, or to be erected dwelling), minimum square metres (excluding balconies) nimum of 1 conventional bedroom (not studio / partitioned) full living standard kitchen and bathroom facilities. on is purely standard residential catering for permanent occupancy d use, holiday or student accommodation of form valuation is required. ne valuation to include confirmation that there are no restrictions residential dwelling ed from non-residential activities carried out on the residential property on to be included in a serviceability assessment.
<u>Unit</u>	Must contain full liven the unit / development mixed use, holiven mot mixed use, holiven mot mixed use, holiven mot mixed use, holiven each other owned leach other owned leach other owned leach other owners. Units / apartment or non-standard ur collateral requirement mother mothers.	developments in postcode Categories 5 (high density) and 6 (high risk) nit developments in <u>any</u> postcode location, refer Assessing security ents <u>non-standard development</u> , must be on the Security ster, refer <u>Security Development Register (SDR)</u> (where applicable) including exposure limits, valuation requirements
<u>Vacant land</u>		e than 50 ha y - not farming or commercial use cess to property on appropriate all weather surfaces for two-wheel

 No more than 4 such properties in the same development or adjacent to each other owned by the same borrower, refer to <u>Loan to Value Ratio (LVR)</u> > Assessing LVR by security type.

2.3 Assessing security collateral requirements - non-standard unit developments

A non-standard unit development does not meet all the requirements of a standard unit development, refer <u>Assessing security collateral requirements – standard real estate > Unit</u>, and may include, but is not limited to:

- Hotel / motel / resort,
- Serviced apartment or short stay accommodation,
- Student accommodation.
- Snow lease

All non-standard unit developments must be included in the Security Development Register (SDR).

2.4 Security Development Register (SDR)

For every <u>Unit</u> security collateral, you must manually check the <u>Security Development Register (SDR)</u> to see if the security development is listed.

The SDR includes:

- Units located in postcode categories 5 or 6,
- Non-standard unit developments,
- Unit developments with high exposure and/or risk

The Bank's total exposure against completed residential unit developments is limited to a maximum of:

- 30% of all the dwellings within the same development/complex/subdivision, and
- 20% Mortgage Insured exposure per development.

The Bank's total exposure against completed residential dwellings is limited to a maximum of 30% of all the dwellings within the same development/complex/subdivision however Mortgage Insured exposure is restricted to 20% per development.

2.4.1 Checking the Security Development Register (SDR) for a listing

Category	Action		
Listed unit development	Follow the conditions / instructions in the register (e.g. development is not acceptable security, valuation requirement or perhaps LVR restriction).		
Hall-rand mile	If the security unit <u>is</u> in either a: • Postcode Category 5 (High Density) or 6 (High Risk) location, or • Non-standard development in <u>any</u> location, refer <u>Assessing security</u> <u>collateral requirements - non-standard development</u>	It must be included on the SDR, refer Adding a development to the SDR	
Unlisted unit development	If the security unit <u>is not</u> in either a: Postcode Category 5 (High Density) or 6 (High Risk) location, or Non-standard development in <u>any</u> postcode category location, refer <u>Assessing security collateral requirements - non-standard development</u>	No further action required, application may proceed as normal.	

2.4.2 Non-standard development inclusion on the SDR

The Bank may accept a non-standard 'unit' development as acceptable residential security collateral where the unit / development displays the attributes in the table below and is approved by Retail Credit Risk prior to formal approval, refer <u>Adding a development to the SDR</u>.

Category	Attributes	
Property type	 Property internal living area is minimum of 40 square metres (excluding balconies and car spaces). Units must contain full living facilities including standard kitchen and bathroom. 	
Occupancy	Permanent occupancy (i.e. not for a limited period each year) as a standard residence, is permitted by the local government.	
Lease	 If property is under a lease / management agreement, the lease agreement is for a period that is less than 2 years (including options for renewal) and can be terminated without incurring penalties within 90 days' notice. Rental does not form part of a pooled rental income scheme or if it does, the scheme is optional. 	
Purchase contract	In all instances, a contract of sale must allow the bank to act on its security without limitations other than leaseback arrangements. i.e. right of permanent occupancy is not encumbered if there is a mortgagee sale	

2.4.3 Adding a development to the SDR

Where it has been identified that a unit requires an SDR assessment, a request must be submitted to Retail Credit Risk before the application can be approved.

For the:

- 1. Security Development Register (SDR), and
- 2. SDR request form, which includes guidance on the supporting documents you **must** provide with the SDR referral request, **and**
- 3. Email address to submit the SDR request to

Refer to your Business Development Manager.

2.5 Assessing security collateral requirements-general

The below table details additional policy rules to be applied when assessing security collateral.

Category	Additional requirements		
Community title development Including residential subdivisions containing golf course, vineyard, resort-style facilities	No additional requirements		
<u>Company title development</u>	A Company titled development must contain a minimum of 5 units within the development. A short form valuation in all cases for a new company title security or existing short form valuation for existing company title security collateral. Memorandum and articles of association of the company for all cases The company subclass in the ASIC search Home Unit Proprietary Company (not just Proprietary Company). Progress draw loans are not available with company title security collateral.		
Conversions from other uses (industrial, commercial, hotel)	No additional requirements		
<u>Display homes</u>	Residential short form valuation (use vacant possession value as the security value) Market rental figure in valuation to be used in serviceability test Leaseback term no greater than 2 years (including options for renewal) Lease document approved by Credit Security to be an Improved Home. Vacant land and car parks are unacceptable security collateral types		
<u>Kit home</u>	Treated as owner builder Security value of the vacant land value and any improvement permanently attached The bank will not lend and advance any funds for purchase of the kit against value of the (unassembled) kit, or offsite construction costs. Refer to Construction loans.		
Mixed residential and commercial property	No additional requirements		
Over 55s developments	Must be owner occupied (not investment security) A short form valuation for new over 55s security or existing short form valuation for existing over 55s security) No suggested restrictions on re-sale Clear title obtained on the property by the purchaser The property is readily saleable on the open market The property is not part of a retirement village The property is not bound by a management agreement which restricts the ability of the owner to deal with the property		
Serviced apartment	Short form valuation for all cases. Must be listed as acceptable on the SDR		
Snow leases	Maximum term 20 years however the loan term cannot exceed or extend beyond the actual lease maturity date or term Principal and interest repayment only		

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	Short form valuation for a new snow lease security, (existing short form valuation for existing snow lease security). Must be listed on the SDR		
Split contracts - single residential property constructions Split contracts - multi-unit residential developments	 Valuation with land and improvement apportionment when determining the market value on an 'as if complete' basis The land is accessible by road and access roads have been constructed The land is serviced by water, sewerage and electricity The dwelling can be built on the land independently from other dwellings and such construction can occur at reasonable cost The development approval does not prohibit independent construction There are no restrictive covenants in relation to resale Maximum LVR available will be dependent on other features of the security being offered. Risk of split contract transaction: In all other cases the land may have no stand-alone value and cannot be taken as security due to the following risks: The purchaser may be required to enter into a building contract that will have common areas, party walls or common building foundations with other properties (i.e. a common builder is completing all dwellings and common property in the development) The land is not a saleable security. This could be for various reasons including the common property (roadways and access) have not been completed at the time of settlement; the land contract prohibits sale or transfer; there is no secondary market for the land due to size, access, restrictive covenants etc. When common property is involved (common roadways, common access ways and in particular common walls / slab) if the developer or builder ceases operation, Westpac Group will need to jointly engage with the remaining owners and financiers to complete the development. This is not an acceptable situation. Note: % LVR applies during the construction period Once these developments are fully complete, able to be occupied and individual titles issued, Westpac Group may accept these as security, as they would be considered readily saleable as a 'normal' house / townhouse / strata unit. 		
<u>Stratum title development</u>	Long form valuation is required in all cases		
Student accommodation	Short form valuation is required in all cases. Must be listed on the SDR		
<u>Transportable homes</u>	 Progress draws where funds for the dwelling to be made on progress payment basis after the dwelling has been transported to site and services connected, (a progress inspection to confirm dwelling is on site is required prior to release of progress draw). All other progress draw loan requirements are to be met Fixed to the site with all services connected (land on which located forms part of the security and over which a mortgage is to be registered) Refer to Construction loans. 		

2.6 Assessing security collateral impacted by geographical or environmental issues

Refer to Loan to Value Ratio (LVR) policy to determine the maximum LVR and mortgage insurance availability for each security type.

The below table details the policy rules associated with security collateral impacted by geographical or environmental issues.

Category	Policy Rules	
<u>Flood prone</u> <u>areas</u>	Full flood cover insurance Satisfactory valuer or surveyor reports	
<u>Land slip area</u>	Residential full valuation (existing short/long form valuation for existing security) Valuer comment on land movement and the necessity for a geo-technical report. If the valuer recommends a geo-technical report, you must inform the customer of this requirement before loan approval.	
<u>Mine</u> subsidence	Residential full valuation (existing short/long form valuation for existing security). The bank will consider proposals where the property is within a prescribed mine subsidence area subject to valuer recommending the property as an acceptable security to the bank.	

2.7 Assessing security collateral by location

Some locations have restricted LVRs or mortgage insurance availability. Refer to the <u>Loan to Value Ratio (LVR)</u> policy and <u>Security Collateral Value</u> policy to determine any location specific requirements.

2.8 Assessing third party security collateral

Third party security collateral is when the Bank is offered security collateral from a person/s that is **not** identical to the borrower. For example:

- The borrower is a company and security collateral is offered by the company directors
- The security collateral is owned by two people and is offered as security for a loan for only one of those two people.

The bank does **not** take a third party mortgage, but takes:

· A first party mortgage from all mortgagors, and

A guarantee from the mortgagors who are not borrowers. Under no circumstance is a third party security collateral to be taken without a supporting quarantee.

Third party security must also comply with Eligibility policy and Guarantee policy, to be considered acceptable security collateral

2.9 Assessing non-real estate security collateral

Refer to Loan to Value Ratio (LVR) policy to determine the maximum LVR and mortgage insurance availability for each security type.

Refer to Security Collateral Value policy to determine the market value of a term Deposit .

2.10 Assessing unacceptable security collateral

Refer to Loan to Value Ratio (LVR) policy > Unacceptable securities for further details.

2.11 Assessing specialised security collateral

Specialised securities are homes under the below unique housing schemes. Specialised security does not include <u>non-standard</u> <u>developments</u>.

- National Rental Affordability Scheme (NRAS)
- ACT asbestos affected homes ("Mr Fluffy")
- NSW asbestos affected homes ("Mr Fluffy")
- Homes for Homes (H4H)

2.11.1 National Disability Insurance Scheme (NDIS), Specialist Disability Accommodation (SDA) model

Special Disability Accommodation (SDA) is an accommodation model under the government's National Disability Insurance Scheme (NDIS). This accommodation model is to assist people with a disability who require specialist housing solutions.

NOTE: Use of NDIS, SDA properties as Security collateral is not available for consumer lending applications submitted by mortgage brokers.

2.11.2 Security under the National Rental Affordability Scheme (NRAS)

NRAS is a government backed incentive scheme that seeks to address the shortage of affordable rental housing by offering financial incentives to build and rent dwellings to low and moderate income households at lower levels compared to market rates.

There are two distinct NRAS structures:

- 1. Head leases
- 2. Non-entity joint ventures (NEJV)

Refer to Loan to Value Ratio (LVR) policy to determine the maximum LVR and mortgage insurance availability

NRAS type	Requirement
All NRAS (new purchase, loan increase or refinance)	NRAS properties can only be considered when the NRAS consortium is on the Bank's approved consortium list. NRAS tax incentives are excluded from serviceability assessment Maximum exposure of 25% in any NRAS individual development. Loan amount \$ for \$ for refinance (plus any directly related refinance costs only) with no cash out A current residential full valuation or existing shortform valuation is required. Residential full valuations undertaken in all cases under standard valuer instructions - valuers to exclude any price premium that may be attributable to NRAS When assessing the residential full valuation there will be two values listed in the valuation: A value on the Valex overview and the first page of the residential full valuation report from the valuer. A lower value in the contents of the residential full valuation report, normally under "Additional comments" and listed as the "vacant possession" value. In all cases the lower vacant possession value must be used Approval must be granted by Mortgage Credit and ALMI (in the case of a mortgage insured application) The Bank does not accept NRAS security taken via a substitution. For specific NEJV or Head Lease requirements refer to the specific NRAS structure in table below
Head Lease	NRAS consortium must be on the <u>Approved Head Lease Consortium List</u> The security is a completed dwelling or house and land package Construction loans are permitted for house & land packages where the Contract of Sale for the land purchase & Fixed Price Building Contract for construction are provided at the time of loan approval Vacant land purchases are unacceptable

	 Rental income used for serviceability assessment reflects the consortium arrangement of a 25% discount on the normal market rent for the property. In the case of NRAS security not currently owned or rented, the market rental stated on rental income verification documentation is to be discounted by 25%. Rental income verification documentation is as per standard documentation policy see <u>Verifying Income</u> > Rental Income Where the security is being purchased: A fully completed, correctly witnessed 'NRAS Statutory Declaration of Financial and Legal Advice' has been provided by all borrowers prior to Unconditional Approval. The customer is to complete the declaration for the state in which the declaration is being made Documentation and verification requirements must be met, as per ' <u>Headlease NRAS specific documentation and verification requirements</u>'
Non - Entity Joint Venture (NEJV)	NRAS consortium must be on the <u>Approved Non-Entity Joint Venture (NEJV)</u> list NEJV NRAS specific documentation and verification requirements Rental income is accepted and verified as per standard policy refer <u>Verifying Income</u> policy Documentation and verification requirements must be met, as per ' <u>NEJV-NRAS specific documentation and verification requirements</u> '
Mortgage Insured applications	 The security is a completed dwelling or House and Land package or Building Contracts are Fixed Price (where the loan is to construct an NRAS security)

2.11.2.1 Headlease -NRAS specific documentation and verification requirements

Approved Head Lease Consortiums At this time applications cannot be accepted from any other consortiums	NRAS specific documentation and verification requirements	
Brisbane Housing Company (BHC) ²	Headlease ¹ version: Brisbane Housing Company Limited template NRAS headlease - 23 November 2010 - version 1 (in the footer) Note : Legal agreements require a Head Lease to be signed between BHC and the investor.	
Chief Executive Officer (Housing) - NT Government	Headlease ¹ version: Chief Executive Officer (Housing) - NT Government: Agreement to Lease between Landlord Probuild (NT) Pty Ltd (CAN 059 042 009) as trading for the PRO 6693 Unit Trust (ABN 45 347 431 135) and Tenant Chief Executive Officer (Housing) version dated 17/03/2014. ¹	
Providence Housing Pty Ltd ²	Headlease ¹ version: Providence Housing Pty Ltd template NRAS headlease version 14 Note : Legal agreements require a Head Lease to be signed between Providence and the investor	
Queensland Affordable Housing Consortium (QAHC) t/as National Affordable Housing Consortium (NAHC) 2	NAHC Expression of Interest (version date 111214) NAHC Confirmation Letter Both documents must be executed and the NAHC Expression of Interest must indicate the purchaser's selection of either a) Head Lease Model or b) NRAS Delivery Agreement Model (NEJV) as set out in the 'Reference Schedule' (page 2). Headlease 1 version: QAHC HL 100616 or QAHC HL BC 100615	
For all consortiums on this list	In all cases broker/assessor must forward the signed Head Lease ¹ to Credit for verification. Credit will verify that the Head Lease requirements above have been met	

¹ The blank headlease (where security is being purchased) or registered headlease (where security is unencumbered)

² QAHC, BHC and Providence administered NRAS security is insured under a Group insurance policy. For insurance standards - see <u>Property insurance</u>.

2.11.2.2 NEJV - NRAS specific documentation and verification requirements

Approved NEJV Consortiums	NRAS specific documentation and verification requirements	
Queensland Affordable Housing Consortium (QAHC) t/as National Affordable Housing Consortium (NAHC)	NAHC Expression of Interest (version date 111214) NAHC Confirmation Letter Both documents must be executed and the NAHC Expression of Interest must indicate the purchaser's selection of either a) Head Lease Model or b) NRAS Delivery Agreement Model (NEJV) as set out in the 'Reference Schedule' (page 2).	
United Vietnamese Buddhist Congregation of Canberra & Surrounding Districts Inc (UVBCC).	NEJV agreement (version 9) for United Vietnamese Buddhist Congregation of Canberra & Surrounding Districts Inc (UVBCC)	
The below consortiums do not have NRAS	S specific documentation and verification requirements	
Affordable Community Housing Ltd trading a	s Evolve Housing	
Affordable Housing Consulting Pty Ltd ('AHC')	
Affordable Management Corporation (AMC)		
Aspire Housing Group		
Australian Residential Investment Fund (Formally Questus)		
Coast2Bay Housing Group Ltd		
Community Housing Canberra Limited (CHC)		
Crown Properties Pty Ltd		
Ethan Affordable Housing		
Loddon Mallee Housing Services		
McKenzie Bond Pty Ltd (MB)		
Mission Australia Housing Limited (MAHL)		
Providence Housing Pty Ltd		
Quantum Housing Group (QHG)		
Tremplin Limited		
Urban Affordable Housing Association (UAHA) via company structure '4 Walls Ltd'		
Yaran Residential Investments Pty Ltd		

2.11.3 ACT asbestos affected homes ("Mr Fluffy")

Individual owners have been written to by the ACT Government outlining a government buy back offer.

This is due to ongoing public health and safety risks posed by the continuing presence of loose fill asbestos insulation in Canberra homes. Participation in the Buyback Program is voluntary and eligible home owners must lodge an application directly with the ACT Government taskforce by **Tuesday, 30 June 2015**.

If the owners take up the ACT Government offer, the intent is to demolish dwellings and remove the contamination then return the previously affected blocks back to the market for resale, with former owners (shown as at Tuesday, 28 October 2014 as the offer is not transferable), having a first right of refusal to purchase the affected block (at full market value, to be determined at the time of purchase) after it is remediated. Owners will be compensated by way of the ACT Government engaging two API accredited valuers to determine a market value of the property as if it were not affected by the loose fill asbestos, in order to establish the amount to be paid as 'buy back'.

(Refer ACT Government web site for further background information. http://www.act.gov.au/asbestos-response-taskforce.)

For the security to be acceptable the following conditions must be met:

• There is no current market for the sale and purchase of affected homes and therefore affected properties have a nil lending value until the ACT Government offer is made and accepted by the owners (as shown as at 28/10/14).

- · Only the ACT Government agreed security value is to be used as the security assessment. No other security assessment is to be relied on.
- A copy of the ACT Government offer must be held as the security assessment.
- · Proof the ACT Government offer has been accepted by the customer must be held prior to full approval.
- All Government conditions must be met e.g. customer can only be the registered owner as at 28/10/2014 as the offer is not transferable.

2.11.4 NSW asbestos affected homes ("Mr Fluffy")

In NSW, owners have two options:

a) Under Option 1, homeowners will be offered the value of the whole property (land and improvements).

b) Under **Option 2**, homeowners will be offered the value of the whole property minus the value of the land. For rural properties, homeowners will be offered the value of the affected premises and any building or structures on its curtilage. The curtilage is the area, usually enclosed, that encompasses the grounds and buildings immediately surrounding the premises that are used in daily domestic activities. The effect of this process is that homeowners are offered the value of the affected premises by itself.

Refer NSW Government web page for further information.

http://www.fairtrading.nsw.gov.au/ftw/Tenants and home owners/Loose fill asbestos insulation/Voluntary purchase and demolition program/Demolition and I

a) If the customer accepts option 1.

Sale and discharge proceeds as normal.

b) If the customer accepts option 2.

- 1. Customer is required as part of the scheme to provide 'written confirmation from any financial institution that holds an interest over the property that acknowledges my/our intent to proceed with Option 2.' to the scheme, i.e. Customer will contact the Bank to advise they have accepted option 2.
- 2. Consents team will receive customer notification and will acknowledge receipt to the customer.
- 3. Customer will then provide signed License Agreement to the Bank
- 4. When the funds from the scheme are received, the loan balance and limit will be reduced to a maximum of 80% of land value in the original NSW Government offer (i.e. NSW Government agreed security value for the land).
- 5. For re-construction of the property, a new construction loan will be required once customer has identified a builder. All normal lending criteria applies and the new Progress Draw loan will be processed as normal.

Other information

For the security to be acceptable the following conditions must be met:

- There is no current market for the sale and purchase of affected homes and therefore affected house / unit properties have a nil lending value until the building is demolished and removed.
- Only the NSW Government agreed security value for the land is to be used as the security assessment. No other security assessment is to
 be relied on. The only exception to the acceptance of the land value is where customers wishes to purchase another property prior to
 receiving the purchase proceeds from the NSW Government and needs to fund all or part of the purchase price of the new property via a
 bridging loan from the Bank. The bridging loan should be processed with the following criteria:
- Customer must show evidence that they have accepted the NSW Government offer option 2 (sale of house and land) via signed License Agreement.
- The security value of the asbestos affected property is the value listed in the NSW Government offer.
- A copy of the NSW Government offer must be held as the security assessment.

2.11.5 Homes for Homes (H4H)

Homes for Homes (H4H) is a social housing initiative established by The Big Issue that will generate funds by encouraging developers and home owners to pledge a small percentage of the sale proceeds of their home (approx. 0.1%).

Standard policy rules apply for H4H properties. Refer to <u>Homes for Homes (H4H)</u> process for specific processes.

3. Process to follow

3.1 Home for Homes (H4H)

Participation in the H4H scheme is voluntary for our customers and they can opt-out at any time. The scheme has been rolled out to all states in Australia. To facilitate this process, the owners execute a Deed of Donation with Homes for Homes who lodge a permissive caveat on the title. To register a Transfer of Ownership or Mortgage, consent from Homes for Homes will be required to be provided to the LTO with our settlement documents for lodgement.

The type of consent required by the LTO to accept the lodgement of our documents is specific to each state. To assist team members with understanding what information is required at settlement, a state based requirements matrix has been created.

Where our customer does not wish to donate, they can request the Withdrawal of Caveat from the charity, which will need to be provided at settlement if the customer would like the bank to lodge it as part of our lodgement documents.

Homes for Homes matrix

Brokers are to advise the customer to contact Homes for Homes and request the documents required as outlined in Homes for Homes Matrix. The originals or a copy of the documents are to be provided to Home Ownership Services prior to settlement.

State	Prevents	Letter of Consent requirements	Withdrawal of Caveat for paper settlement and standalone electronic lodgement process	PEXA lodgement, settlement process, and where caveat is to remain
WA	Caveat/Charge does not prevent the lodgement of any instruments as instructed by the Charity Homes for Homes	Letter of Consent is not required in WA as the Caveat does not prevent the lodgement of any instruments. This includes the Transfer of Land and the Mortgage	A paper Withdrawal of Caveat can be lodged with accompanying instruments (i.e. Transfer and/or Mortgage etc.). The paper withdrawal can be requested by our customer (for a purchase or refinance) by emailing enquiries@homesforhomes.org.au Note: an Accept Paper Lodgement form is required for paper lodgements Electronic lodgement is required for a standalone requests (i.e. no accompanying instruments to be registered). The registered proprietor as shown on title, can request the Caveat to be withdrawn by email to: enquiries@homesforhomes.org.au	A Caveat/Charge on a Western Australia title will appear on a Title Activity Check (TAC) however will not impact the PEXA lodgement. The settlement/document lodgement can proceed in PEXA as normal
VIC	Prevents the lodgement of Transfer of Land Mortgage can be registered with no Letter of Consent required (i.e. Letter of Consent is not required for a Refinance where only a mortgage is to be lodged)	The Letter of Consent is not available for Victoria. The Caveat/Charge is to be discharged from title for the lodgement of a Transfer, and will be re-lodged by the charities representative post the lodgement of the Transfer	A paper process is not available in Victoria due to the mandated use of electronic lodgement for the Withdrawal of Caveat form. A request for the caveat to be removed can be requested by our customer by email to: enquiries@homesforhomes.org.au The Homes for Homes representative will attend to the Withdrawal of Caveat via electronic lodgement Title check will need to be completed prior to settlement (or TAC in PEXA) to ensure Caveat is removed prior to completing settlement	A Home for Homes legal representative will attend the PEXA settlement to allow the settlement to take place. The vendor's representative or the lender can invite the Home for Homes legal representative into a PEXA workspace. The representative will prepare and execute a withdrawal of Caveat on behalf of Homes for Homes. Where the incoming purchaser wishes to participate in the charity, a new Caveat will be lodged post settlement Note: If the caveat is being withdrawn as part of the settlement lodgement case the caveat will appear in the TAC in PEXA
NSW	Prevents the lodgement of Transfer of Land Mortgage can be registered with no Letter of Consent required (i.e. Letter of Consent is not required for a Refinance where a only a mortgage is to be lodged)	Original Letter of Consent is required for the lodgement of a Transfer The letter can be obtained from the charity by email to: enquiries@homesforhomes.org.au	A paper Withdrawal of Caveat can be lodged with accompanying instruments (i.e. Transfer and/or Mortgage etc.). The paper withdrawal can be requested by our customer (for a purchase or refinance) by emailing enquiries@homesforhomes.org.au Note: a Rules Exemption Form is required for paper lodgements Electronic lodgement required for a standalone requests (i.e. no accompanying instruments to be registered). The registered proprietor as shown on title, can request the Caveat to be withdrawn by email to: enquiries@homesforhomes.org.au	NSW Land Registry Services require an Homes for Homes Consent letter be submitted where a transfer is involved. The original Letter of Consent can be requested at any time from the Charity and submitted as part of the transfer settlement lodgement case. Where only a Mortgage is to be lodged, a Caveat/Charge on a New South Wales title will appear on a Title Activity Check (TAC) however will not impact the PEXA lodgement. The settlement/document

IVI			WBC WOIL	gage Broking OBP Policy	
					lodgement can proceed in PEXA as normal
	SA	Caveat does not prevent the lodgement of any instruments as instructed by the Charity Homes for Homes	Letter of Consent is not required in SA as the Caveat does not prevent the lodgement of any instruments. This includes the Transfer of Land and the Mortgage	A paper Withdrawal of Caveat can be lodged with accompanying instruments (i.e. Transfer and/or Mortgage etc.). The paper withdrawal can be requested by our customer (for a purchase or refinance) by emailing enquiries@homesforhomes.org.au Electronic lodgement required for a standalone requests (i.e. no accompanying instruments to be registered). The registered proprietor as shown on title, can request the Caveat to be withdrawn by email to: enquiries@homesforhomes.org.au	A Caveat/Charge on a South Australia title will appear on a title activity check (TAC) however will not impact PEXA lodgement and settlement can proceed in PEXA as normal Where the Caveat/Charge is to be withdrawn as part of the PEXA settlement, Homes for Homes will confirm who their legal representative is, and request the lender/vendors representative to invite their representative to a PEXA Workspace to withdraw Caveat
	ACT	The Caveat prevents the lodgement of Transfers without a Letter of Consent Mortgage can be registered with no Letter of Consent (i.e. Letter of Consent is not required for a Refinance where a only a mortgage is to be lodged)	 An emailed copy or an original Letter of Consent is required where a Transfer is to be lodged (i.e. required for purchase settlements or change of ownership). The letter can be obtained from the charity by email to: 	A paper Withdrawal of Caveat can be lodged with accompanying instruments (i.e. Transfer and/or Mortgage etc.).The paper withdrawal can be requested by our customer (for a purchase or refinance) by emailing enquiries@homesforhomes.org.au Electronic lodgement required for a standalone requests (i.e. no accompanying instruments to be registered). The registered proprietor as shown on title, can request the Caveat to be withdrawn by email to: enquiries@homesforhomes.org.au	Settlements in PEXA are not available

Change History

Amendment number	Amendment issue date	Description of changes
1	3 November 2021	First OBP issue online for Brokers on the OKA platform.
2	4 November 2021	Updated SDR publication 04NOV2021
3	11 November 2021	Updated SDR publication 11NOV2021
4	18 November 2021	Updated SDR publication 18NOV2021
5	25 November 2021	Updated SDR publication 25NOV2021
6	2 December 2021	Updated SDR publication 02DEC2021

Amendment number	Amendment issue date	Description of changes
7	9 December 2021	Updated SDR publication 09DEC2021
8	16 December 2021	Updated SDR publication 15DEC2021
9	23 December 2021	Updated SDR publication 23DEC2021
10	30 December 2021	Updated SDR publication 29DEC2021
11	06 January 2022	Updated SDR publication 06JAN2022
12	20 January 2022	Updated SDR publication 20JAN2022
13	31 January 2022	Updated SDR publication 27JAN2022
14	03 February 2022	Updated SDR publication 03FEB2022
15	10 February 2022	Updated SDR publication 10FEB2022
16	17 February 2022	Updated SDR publication 17FEB2022
17	24 February 2022	Updated SDR publication 24FEB2022
18	3 March 2022	Updated SDR publication 03MAR2022
19	10 March 2022	Updated SDR publication 10MAR2022
20	17 March 2022	Updated SDR publication 17MAR2022
21	24 March 2022	Updated SDR publication 24MAR2022
22	31 March 2022	Updated SDR publication 31MAR2022
23	7 April 2022	Updated SDR publication 07APR2022
24	14 April 2022	Updated SDR publication 14APR2022
25	21 April 2022	Updated SDR publication 20APR2022
26	28 April 2022	Updated SDR publication 27APR2022
27	5 May 2022	Updated SDR publication 05MAY2022
28	12 May 2022	Updated SDR publication 12MAY2022
29	19 May 2022	Updated SDR publication 19MAY2022
30	22 May 2022	General rewrite to remove procedures from policy and improve policy clarity
31	26 May 2022	Updated SDR publication 26MAY2022
32	2 June 2022	Updated SDR publication 02JUN2022
33	9 June 2022	Updated SDR publication 09JUN2022
34	16 June 2022	Updated SDR publication 16JUN2022
35	23 June 2022	Updated SDR publication 23JUN2022
36	30 June 2022	Updated SDR publication 30JUN2022
37	7 July 2022	Updated SDR publication 07JUL2022

Amendment number	Amendment issue date	Description of changes
38	15 July 2022	Updated SDR publication 15JUL/2022
39	21 July 2022	Updated SDR publication 21JUL2022
40	28 July 2022	Updated SDR publication 28JUL2022
41	4 August 2022	Updated SDR publication 04AUG2022
42	18 August 2022	Updated SDR publication 18AUG2022
43	25 August 2022	Updated SDR publication 25AUG2022
44	1 September 2022	Updated SDR publication 01SEP2022
45	8 September 2022	Updated SDR publication 08SEP2022
46	15 September 2022	Updated SDR publication 15SEP2022
47	23 September 2022	Updated SDR publication 23SEP2022
48	29 September 2022	Updated SDR publication 29SEP2022
49	6 October 2022	Updated SDR publication 06OCT2022
50	13 October 2022	Updated SDR publication 13OCT2022
51	20 October 2022	Updated SDR publication 20OCT2022
52	27 October 2022	Updated SDR publication 27OCT2022
53	3 November 2022	Updated SDR publication 03NOV2022
54	10 November 2022	Updated SDR publication 10NOV2022
55	17 November 2022	Updated SDR publication 17NOV2022
56	24 November 2022	Updated SDR publication 24NOV2022
57	1 December 2022	Updated SDR publication 01DEC2022
58	8 December 2022	Updated SDR publication 08DEC2022
59	15 December 2022	Updated SDR publication 15DEC2022
60	22 December 2022	Updated SDR publication 22DEC2022
61	5 January 2023	Updated SDR publication 05JAN2023
62	12 January 2023	Updated SDR publication 12JAN2023
63	19 January 2023	Updated SDR publication 19JAN2023
64	27 January 2023	Updated SDR publication 27JAN2023

Amendment number	Amendment issue date	Description of changes
65	2 February 2023	Updated SDR publication 02FEB2023
66	9 February 2023	Updated SDR publication 09FEB2023
67	16 February 2023	Updated SDR publication 16FEB2023
68	23 February 2023	Updated SDR publication 23FEB2023
69	2 March 2023	Updated SDR Publication 02MAR2023
70	9 March 2023	Updated SDR publication 09 MAR 2023
71	16 March 2023	Updated SDR publication 16Mar2023
72	23 March 2023	Updated SDR publication 23MAR2023
73	30 March 2023	Updated SDR publication 30MAR2023
74	6 April 2023	Updated SDR publication 06APR2023
75	13 April 2023	Updated SDR publication 13APR2023
76	20 April 2023	Updated SDR publication 20APR2023
77	27 April 2023	Updated SDR publication 27APR2023
78	4 May 2023	Updated SDR publication 04MAY2023
79	11 May 2023	Updated SDR publication 11MAY2023
80	18 May 2023	Updated SDR publication 18MAY2023
81	21 May 2023	Change 1 2.11.2.2 NEJV - NRAS specific documentation and verification requirements Corrections to NRAS consortiums table
82	25 May 2023	Updated SDR publication 25MAY2023
83	1 June 2023	Updated SDR publication 01JUN2023
84	8 June 2023	Updated SDR publication 08JUN2023
85	15 June 2023	Updated SDR publication 15JUN2023
86	22 June 2023	Updated SDR publication 22JUN2023
87	29 June 2023	Updated SDR publication 29JUN2023
88	2 July 2023	Change 1 Removed Reference to Purple Title from "Certificate of title" section as security/collateral is no longer acceptable
89	6 July 2023	Updated SDR publication 06JUL2023
90	13 July 2023	Updated SDR publication 13JUL2023
91	20 July 2023	Updated SDR publication 20JUL2023
92	27 July 2023	Updated SDR publication 27JUL2023
93	3 August 2023	Updated SDR publication 03AUG2023
94	10 August 2023	Updated SDR publication 10AUG2023
95	17 August 2023	Updated SDR publication 17AUG2023

VI		VVDC Mortgage broking Obi 1 olicy
Amendment number	Amendment issue date	Description of changes
96	24 August 2023	Updated SDR publication 24AUG2023
97	31 August 2023	Updated SDR publication 31AUG2023
98	7 September 2023	Updated SDR publication 07SEP2023
99	14 September 2023	Updated SDR publication 14SEP2023
100	21 September 2023	Updated SDR publication 21SEP2023
101	28 September 2023	Updated SDR publication 28SEP2023
102	5 October 2023	Updated SDR publication 05OCT2023
103	12 October 2023	Updated SDR publication 12OCT2023
104	19 October 2023	Updated SDR publication 19 Oct 2023
105	26 October 2023	Updated SDR publication 26OCT2023
106	2 November 2023	Updated SDR publication 02NOV2023
107	9 November 2023	Updated SDR publication 09NOV2023
108	16 November 2023	Updated SDR publication 16NOV2023
109	19 November 2023	 Change 1 The following sections have been reworded slightly to simplify and remove unnecessary / duplicated content: 1.2 What is residential real estate security collateral 2.1 Certificate of title 2.2 Assessing security collateral requirements – standard real estate Change 2 Reworded and moved section 'Assessing security collateral requirements – non-standard development' from section 2.4 to section 2.3 Reworded and moved section 'Security Development Register (SDR)' from section 2.3 to section 2.4 New sub-section 2.4.1 created for existing content 'Checking the Security Development Register (SDR) for listing' which has been reworded slightly to clearly clarify the requirements for listed and unlisted units Reworded and moved section 'Non-standard development inclusion on the SDR' from section 2.4.3 to section 2.4.2 Reworded and moved section 'Adding a development to the SDR' from section 2.3.1 to section 2.4.3 Deleted sub-section 2.4.1 'Non-standard development definition' with content re-worded and included in section Assessing security collateral requirements - non-standard development Deleted sub-section 2.4.2 'Responsibilities'
110	23 November 2023	Updated SDR publication 23NOV2023
111	30 November 2023	Updated SDR publication 30NOV2023
112	7 December 2023	Updated SDR publication 07DEC2023
113	14 December 2023	Updated SDR publication 14DEC2023
114	21 December	Updated SDR publication 21DEC2023

Amendment number	Amendment issue date	Description of changes
	2023	
115	4 January 2024	Updated SDR publication 04JAN2024
116	11 January 2024	Updated SDR publication 11JAN2024
117	18 January 2024	Updated SDR publication 18JAN2024
118	25 January 2024	Updated SDR publication 25JAN2024
119	1 February 2024	Updated SDR publication 01FEB2024
120	8 February 2024	Updated SDR publication 08FEB2024
121	15 February 2024	Updated SDR publication 15FEB2024
122	18 February 2024	Change 1 Removed the requirement for a unit to have a minimum of 1 conventional bedroom (not studio or a partitioned space) Change 2 Updated the "Property Ownership" section of Certificate of title. Old content: A purchase of a part ownership share in a property cannot be considered when all owners of the security collateral offered, are a borrower or the new loan application as either borrowers or guarantors. New content A purchase of a part ownership share in a property cannot be considered when all owners of the security collateral offered, are not part of the new loan application as either borrowers or guarantors.
123	22 February 2024	Updated SDR publication 22FEB2024
124	29 February 2024	Updated SDR publication 29FEB2024
125	7 March 2024	Updated SDR publication 07MAR2024
126	14 March 2024	Updated SDR publication 14MAR2024
127	21 March 2024	Updated SDR publication 21MAR2024
128	28 March 2024	Updated SDR publication 28MAR2024
129	4 April 2024	Updated SDR publication 04APR2024
130	11 April 2024	Updated SDR publication 11APR2024
131	18 April 2024	Updated SDR publication 18APR2024
132	26 April 2024	Updated SDR publication 26APR2024
133	2 May 2024	Updated SDR publication 02MAY2024
134	9 May 2024	Updated SDR publication 09MAY2024
135	16 May 2024	Updated SDR publication 16MAY2024
136	23 May 2024	Updated SDR publication 23MAY2024
137	30 May 2024	Updated SDR publication 30MAY2024
138	6 June 2024	Updated SDR publication 30MAY2024Updated SDR publication 06JUN2024
139	13 June 2024	Updated SDR publication 13JUN2024
140	21 June 2024	Updated SDR publication 21JUN2024
141-142	26 June 2024	Link corrections - no policy changes

Amendment number	Amendment issue date	Description of changes
143	27 June 2024	Updated SDR publication 27JUN2024
144	4 July 2024	Updated SDR publication 04JUL2024

Attachments

03.02 Security Development Register.xlsm

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