# ANZ DISCHARGE AND VARIATION AUTHORITY (DAVA)



If yo	u have a settlement, please e	nter your expected settle	ment date (if known)	:		
Bef	ore you start, a few things to	remember:				
1.	If you need help completing th		w.anz.com/settle or cal	l 1800 603 361 Monday to Frid	day 8am - 7pm (AEST/AEDT).	
2.	This form can be completed or	nline prior to printing or car	be printed to comple	te, then signed and submitted	d to ANZ.	
3.	Submit the completed DAVA with any attachments (up to 5MB) to releasesdava@anz.com or alternatively, you can mail your request to:					
Releases & Security Variations, Locked Bag 38002, Docklands Vic 8012						
	Note: You will receive a notification with an ANZ reference number once your request has been received.					
4.	If you are a 'Settlement Representative' acting on behalf of the customer and would like to settle electronically, send an invitation to <b>ANZ RETAIL AND SMALL BUSINESS as 'MORTGAGEE on Title'</b> , upload the completed and signed DAVA form, with supporting documents (if any) to the workspace and notify ANZ.					
5.	ANZ will require a minimum of 10 business days to process this request provided all applicable supporting documents and information is submitted with this form. Where additional time is required, ANZ will communicate this to you.					
6.	Relationship managed custom	ers, please contact your rela	ationship manager for t	his request.		
FO	R ANZ PRIVATE BANK CUSTO	MERS ONLY				
1.			nts to your dedicated.	AN7 Private Banker		
2.						
3.	For a Nil Debt Discharge Reque					
	<u> </u>	<u> </u>				
Ple	ase provide full name including registered name with ACN or Al	any middle names, for all B		ors (if any) of the loan(s)/facilit	y(s). For Company(s), provide the	
AN.	Z may be required to contact you	u during the processing of th	his request, <b>please tick</b>	against the preferred custom	ner(s) to be contacted by phone.	
Title	Name (Individuals and/or Co	mpany with ACN or ABN)	Email Address (ALL I	ndividuals / Directors)	Contact Number ✓	
		1 /		•		
The	e purpose of this section is to cap arding this request. Please selec	oture your settlement repre t or provide up to three cor	esentative (if any) and/ontact persons and com	plete their names, email and <sub>l</sub>	may communicate with	
for	you to sign.					
Oth	tlement Representative could in the Financial Institution (OFI), Sol	icitor.		,		
Ма					Mobile Lender, ANZ Relationship ial Institution (OFI), Other (Family	
	esentative / Contact Person ct or Enter 'Type' below	Name and Company N (if applicable)	ame	Email Address	Mobile and/or Phone Number	
Sett	ement Representative					
۱- ۲- ۷	itional Contact # 1					
Aad	itional Contact # 1					
Add	itional Contact # 2					
				<u></u>		

### SECTION C - SECURITY DETAILS AND RELEASE TYPE (MANDATORY)

The purpose of this section is to capture the details of your property address(es) or other security(s) being released, retained or added by ANZ. Please print an additional page if you need to capture more than 5 entries for this section.

- 1. For Property(s), provide the full address and the Title reference number (if known). Where applicable this would also include a property with a Water Mortgage.
- 2. For Other Securities, provide the type of security and the reference number. For example, PPSR and its number, Term Deposit and the account number etc.
- 3. Use the 'Release Type Guide' to provide a 'Release Type' for each property/security captured below.
- 4. For a Security Swap, provide the security(s) being released and the substitute security(s) being added in separate rows. Select the relevant 'Release' and 'Swap' types against each listed security as applicable. **Note:** Additional documents for the substitute security(s) will be sent to your nominated branch for you to sign.
- 5. If the settlement for any of the listed security(s) is **not** electronic, then please tick the box labelled 'Physical Settlement'. If unsure, contact your Settlement Representative.

Release Type Guide	
What is the purpose for this request?	Release Type
I have sold my property Note: If the debt/loan is not being paid out in full, a signed copy of Contract of Sale will be required	Sale
I have sold my property in the state of Victoria and would like the deposit released	Section 27
I am refinancing my debt/loan to another financial institution	Refinance
I would like to change ownership/borrowers on the property and/or change my debt/loan arrangement but retain the title with ANZ Note: A new ANZ application is required with this request	Internal ANZ Refinance
I have repaid my debt/loan <b>OR</b> ANZ holds sufficient security, and I would like my title released	Nil Debt
I would like my guarantor's financial commitment and/or my guarantor's property released from my debt/loan	Release of Guarantee
I would like to remove the security from my debt/loan and retain the mortgage/security with ANZ	Security Variation
I would like to release my Term Deposit and pay out my debt/loan	Release Term Deposit
I would like to release my security and substitute it with a Term Deposit	Swap with Term Deposit
I would like to release my security and substitute it with another property held by ANZ or an unencumbered property	Swap with Owned Property
I would like to release my security and substitute it with a property being purchased Note: A copy of the signed Purchase Contract and copy of Transfer will be required by ANZ	Swap with New Purchase
I would like to release my security held in the 'Personal Property Securities Register', e.g. General Security Agreement, Motor Vehicles etc Note: The PPSR Registration Number must be included in Section C	Release PPSR
I would like to release my property's Water Mortgage Note: Water Mortgage Title Reference will be required	Release Water Mortgage
I would like to release my other securities (e.g. Fishing Licence, Taxi Plate Licence, Life Insurance Policy etc.)	Release Other

**Note:** If a Deceased Estate is involved for any of the 'Release Types', ANZ will require a certified copy of the Death Certificate and Probate, Will or Court Order where applicable, along with this completed Discharge Authority and documentation supporting your status as a legal representative.

	Title Reference		Select Release/	Contract •	✓ For physical
Property Address / Other Security Reference	(If applicable)	Release Type	Retain/Add	Price (\$)*	settlement

## SECTION D - LOAN ACCOUNT DETAILS (MANDATORY)

The Purpose of this section is to capture the loan(s)/facility(s) details linked to the security(s) listed above, and to instruct ANZ how you would like to manage the outstanding debt with the options provided.

Payment Instructions to ANZ: Enter one of the following - No reduction required, Payout in full/Cancel Limit (if overdraft is applicable), Payout via a New ANZ Application, Reduce Balance to (\$), Reduce Balance by (\$), Reduce Credit Limit to (\$) (if overdraft is applicable).

**Reduction to Lending:** If a reduction to your outstanding debt or limit is selected in payment instructions, please provide a (\$) amount. ANZ 's assessment and approval may be required and this may result in additional documentation being required to be signed and returned. We will advise you should this be necessary.

Note: Where ANZ is required to complete a property valuation for any retained or new securities, this will take a minimum of an additional 7 business days.

Home/Business Ioan OR			ANZ Internal Refinance only
Overdraft Facility numbers	Select Payment Instructions	If reducing, provide \$ amount	Provide Application number

<sup>\*</sup>Contract Price is mandatory for a Sale and/or Purchase Release type

# SECTION E - EXCESS SETTLEMENT FUNDS Select one of the options below to manage any excess settlement funds (If any apply): Credit any excess funds (if any apply) to my/our active ANZ Account (excluding ANZ Online Saver account) provided below. I/we acknowledge that ANZ is not responsible if the details provided are incorrect. ANZ Account Holder Name(s) ANZ Account Number 0 , 1 □ I/we require any excess funds (if any apply) to be credited to my/our Other Financial Institution and I/we will provide account details directly to the Settlement Representative. SECTION F - NIL DEBT DISCHARGE & FEE PAYMENT OPTIONS Please select one of the options that apply to you. My/our debt/loans are paid in full. Please discharge ANZ Mortgage and release my/our title or guarantor's title My/our debt/loans have sufficient supporting security. Please discharge ANZ Mortgage and release my/our title or guarantor's title Please tick to indicate your acknowledgement of payable fee(s) and select your preferred payment method. **Note:** If there is a settlement for other Release types, fees will be collected at settlement. ☐ I/We agree to pay ANZ Lodgement Fee of \$160, ANZ Discharge/Production Fee of \$160 and Government Registration Fee (as per the applicable State Land Registry regulations) I/We would like ANZ to debit my/our ANZ Account for the total fees as agreed above ANZ BSB 0 , 1 ANZ Account Number ☐ I/We would like ANZ to debit my/our credit card listed below for the total fees as agreed above (not available for ANZ Private Bank customers) Card Number Card Expiry MM / YY Card Type Name on Card Card Holder Signature Contact Number Please provide your mailing address to forward a paper title if issued by the applicable State Land Titles Office. If a paper title is not issued, an email confirmation will be sent. Title/Name: Street No / Name: Suburb: State: Postcode: **FEES AND CHARGES** ANZ charges fees for the preparation, lodgement and/or settlement of a discharge or variation of a loan or security as quoted below. These fees and charges will have been quoted in your Letter of Offer or the current applicable fees can be found in the Fees and Charges booklet for your product (available at any ANZ Branch or visit https://www.anz.com.au/support/rates-fees-terms/fees-terms-conditions/personal-home-loans/). ANZ Lodgement Fee: \$160 / ANZ Settlement Fee: \$160 / ANZ Discharge/Production Fee: \$160 A Lodgement Fee is payable for each document that ANZ lodges or registers with any person or authority in respect of your loan/facility or any security provided for your loan/facility, where ANZ is required or entitled to lodge or register that document. A Settlement Fee is payable each time that ANZ is required to attend a settlement in relation to any advance made under a loan, or in relation to any securities provided or varied in respect to a loan. The Settlement Fee is payable on the date of the settlement attendance and is not dependent on the settlement being successful. A Discharge/Production Fee is payable for each Certificate of Title or other security document (e.g. Discharge of Mortgage) we prepare and produce at your request

in connection with your loan/facility, or for each request that is made for a full or partial discharge of any security provided for your loan/facility

Government fees and charges (such as registration fees) may also apply. Please refer to your applicable State Land Registry website.

All fees and charges (including government fees) are subject to change.

#### SECTION G - CUSTOMER AUTHORITY (MANDATORY)

All Borrowers and Guarantors (if any) of the loan(s)/facility(s) must sign this section.

If an individual is unable to sign and has a Legal Representative signing on their behalf, certified supporting documentation must be provided (e.g. Power of Attorney, Probate or Will, Death Certificate, Court Order etc.).

I/We Authorize ANZ to provide my/our authorised settlement representatives or additional contacts outlined in Section B with:

- The amount(s) required to payout the loan(s) and issue a Discharge of Mortgage for the property(s) being released by ANZ.
- Information about my/our loan accounts and securit(ies) held.

I/We confirm and agree:

- That the information on this form is complete and accurate.
- That it is my/our responsibility to ensure that all of the information I/we have provided is correct. I/we understand that if I/we enter an incorrect BSB and/or account number, funds may be paid to an unintended recipient and may not be recovered.
- That I/we also understand that ANZ does not check that the details provided by me/us are correct or that the account name matches the account number.
- That ANZ will cancel all facilities/limits linked to the loan account(s)/overdrafts on the day of settlement, and I/we will need to formally request ANZ to close the accounts no longer required.
- That I/we will not withdraw funds from the loan account(s)/facility(s) being paid out, at least 3 days prior to settlement as it will impact my/our payout figure.
- That I/we will not withdraw funds from the loan account(s)/facility(s) post settlement, as these funds may be required to pay accrued interest (if any).
- That if more than one property secures my/our loan(s), the total loan amount may be reduced to a level acceptable by ANZ and I/we/Guarantor (if any) will agree to the discharge and/or variation.
- That if Guarantors are associated to my/our loan(s)/facility(s), and require to discharge their obligation(s) and/or security(s) held by ANZ, it is my/our responsibility to notify them to submit a separate Discharge and Variation Authority (DAVA) form.
- That all monies due to ANZ including applicable fees, will be paid by me/us in accordance with the terms and conditions of the loan and, I/we remain liable for any outstanding amount repayable at settlement, including errors made in calculation (if any).
- That if it is deemed necessary to accept surplus funds to effect settlement, ANZ will not be responsible for depositing these funds to an appropriate account in my/our names being in sole or in joint names if an account number has not been provided in Section E or if OFI account details are not provided to my Settlement Representative.

Additional notes (if required)	
orrower/Guarantor/Director Full Name	Signature
ate	
or ANZ Internal use only (Complete details below if valuations are ordered on Name:	n related securities by ANZ Branches).  Email ID:
an rearre.	Email 10.
aluation Order No: Order Date:	