

Section C: Application to make a withdrawal

I wish to make a withdrawal from my NZ Funds KiwiSaver Scheme account as below:

- First home withdrawal** (this applies if you've never previously owned a property, other than a leasehold estate - whether alone or jointly with another person).
- First home withdrawal for a previous property owner** (this applies if you've previously owned a property). You must include your confirmation letter from Housing New Zealand that you qualify. For more information, please see the Housing New Zealand website at www.hnzc.co.nz.

Amount of withdrawal

If my application is approved, I wish to:

- withdraw my full available balance (you must leave a minimum of \$1,000 in your KiwiSaver account after making the withdrawal), or
- make a partial withdrawal of \$

The amount withdrawn will be deducted proportionately from each fund you are invested in, and taken:

- first from your own and any employer contributions (and your investment earnings), and;
- second, from your Member Tax Credits.

You cannot withdraw any amount transferred from an Australian complying superannuation fund.

How withdrawal amount will be applied

The funds withdrawn will be applied:

- (in the first instance) towards paying a deposit on the property (with any remainder then applied towards the balance of the purchase price at settlement), or
- solely towards paying the purchase price of the property at settlement.

Have you transferred money from a UK Pension Scheme after 5 April 2006?

- No Yes

If you have transferred money from a UK pension scheme, we strongly recommend you seek independent tax advice before applying to make an early withdrawal as it could result in tax obligations in the UK.

Section D: Your statutory declaration

I,

First name Surname

of

Street address/PO Box

Suburb City Postcode

do solemnly and sincerely declare that:

- 1 All the information provided in this form (and any attached documents) is true and correct;
- 2 I have been a member of a KiwiSaver scheme or a complying superannuation fund for three years or more;
- 3 I have never made a withdrawal from a KiwiSaver scheme for a home purchase (whether the NZ Funds KiwiSaver Scheme or any KiwiSaver scheme to which I previously belonged);
- 4 I have not previously owned an estate in land (whether alone or with another person), OR if this is not the case, I attach written confirmation from Housing New Zealand stating that it is satisfied my financial position (in terms of income, assets and liabilities) is what would be expected of a person who has never held an estate in land (either alone or jointly with another person);
- 5 The property I am purchasing is intended to be my principal place of residence and is located in New Zealand;
- 6 I understand that my application for a first home withdrawal is subject to the approval of the Manager of the NZ Funds KiwiSaver Scheme and the Manager receiving everything listed in the checklist below (in a form acceptable to the Manager) at least 10 business days before I require the funds to be paid to my solicitor or licensed conveyancer (either to pay a deposit or to pay the vendor on the settlement date);
- 7 I understand that should the information given be incomplete or incorrect, the Manager will not be able to complete its assessment of my application for a first home withdrawal. I agree that the Manager may approach the solicitor or licensed conveyancer named in Section F to obtain such further information as may be reasonably required in connection with this application, and I hereby authorise that solicitor or licensed conveyancer to provide such further information;
- 8 I understand my withdrawal must be paid to my solicitor's or licensed conveyancer's trust account.

Continued over...

Section D: Your statutory declaration (continued)

9 Please tick the statement that applies:

I have had my principal residence in New Zealand for the entire period that I have been a member of KiwiSaver.

I was living overseas for the following dates

DD / MM / YYYY	to	DD / MM / YYYY
DD / MM / YYYY	to	DD / MM / YYYY
DD / MM / YYYY	to	DD / MM / YYYY

and I understand I do not qualify to be paid the Member Tax Credits for these periods.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Signature of member

Date

Declared at

Before me (Justice of the Peace, Solicitor, Notary Public or other person authorised to take a statutory declaration under the Oaths and Declarations Act 1957)

Name

Signature

Occupation

Insert stamp here

Letter of Undertaking

(where all funds are to be paid at settlement)

To: the Manager of the NZ Funds KiwiSaver Scheme (the **Scheme**):

Member number

N	Z	F							
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Member's full name (the **Member**)

Title (Mr/Mrs/Miss/Ms/Dr)

Given Name(s)

Surname

We refer to the Member's application for a first home withdrawal from the Scheme (the **Application**), which relates to the purchase of:

Insert details of the Property (the **Property**)

The settlement date for the purchase of the Property is

DD / MM / YYYY

Documents

We enclose copies of the following:

1 The agreement for sale and purchase of the Property with:

Vendor's name and address

(the **Vendor**)

Dated

DD / MM / YYYY

(the **Agreement**)

2 A pre-printed bank deposit slip for our trust account.

We confirm that we act for the Member, who is to purchase the Property under the Agreement.

Undertaking

We undertake to you that:

- 1 as at the date of this letter, any conditions to the Agreement are fulfilled or waived and the Vendor and the purchaser(s) are unconditionally obliged to settle; and
- 2 any funds received by us pursuant to the Application (the **Funds**) will be paid, to or as instructed by the Vendor, as part of the purchase price; or
- 3 if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date, the Funds will be repaid to you as soon as practicable on account of the Member, with no deductions or disbursements.

I confirm that I hold a current practising certificate issued pursuant to the Lawyers and Conveyancers Act 2006.

Signature

Date

DD / MM / YYYY

Name

Company name

Phone

Email address

Letter of Undertaking

(where funds to be applied for deposit and any remainder paid at settlement)

To: the Manager of the NZ Funds KiwiSaver Scheme (the **Scheme**):

Member number

N	Z	F							
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Member's full name (the **Member**)

Title (Mr/Mrs/Miss/Ms/Dr)

Given Name(s)

Surname

We refer to the Member's application for a first home withdrawal from the Scheme (the **Application**), which relates to the intended purchase of:

Insert details of the Property (the **Property**)

The currently anticipated settlement date for the purchase of the Property is

DD / MM / YYYY

Documents

We enclose copies of the following:

1 The agreement for sale and purchase of the Property with:

Vendor's name and address

(the **Vendor**)

Dated

DD / MM / YYYY

(the **Agreement**)

2 A pre-printed bank deposit slip for our trust account.

We confirm that we act for the Member, who is to purchase the Property under the Agreement.

Undertaking

We undertake to you that:

- as at the date of this letter, the Agreement remains subject to a condition or conditions which have yet to be either fulfilled or waived (ie, the Vendor and the Purchaser(s) are not yet contractually obliged to settle);
- such funds as are received by us pursuant to the Application and are to be applied towards paying a deposit under the Agreement (the **Deposit Funds**) will be held by a stakeholder who is obliged to:
 - hold the Deposit Funds while the Agreement is conditional; and
 - repay the Deposit Funds to us if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date (except where non-completion of settlement is due to the Member's default).
- we will repay to you as soon as practicable on account of the Member (with no further deductions or disbursements) any Deposit Funds that the stakeholder repays to us if settlement is not completed; and
- any funds received by us pursuant to the Application which exceed the amount to be applied towards paying a deposit under the Agreement:
 - will be paid to the Vendor as part of the purchase price on settlement of the Agreement; or
 - if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date, will be repaid to you as soon as practicable on account of the Member with no deductions or disbursements.

The undertakings in paragraphs 2 and 3 above are restricted to confirming that the stakeholder owes obligations:

- to hold the Deposit Funds while the Agreement is conditional; and
- to repay the Deposit Funds to us if settlement of the Agreement is not completed as described.

We give no undertaking that the stakeholder will actually comply with these obligations, and accordingly we accept no liability in the event that the stakeholder breaches either obligation.

Continued over...

NZF K14/MAR17

Undertaking (continued)

I confirm that I hold a current practising certificate issued pursuant to the Lawyers and Conveyancers Act 2006.

Signature

Date

Name

Company name

Phone

Email address
