

Home Purchase Withdrawal

Please mail to Freepost 211044, Christian KiwiSaver Scheme, PO Box 12 287, Thorndon, Wellington 6144 1. Member details Title First name Middle name(s) Surname Date of birth IRD Number D Daytime Mobile Phone (0 (0) Number / Street / PO Box **Postal** address Suburb / City Postcode **Email address** 2. Withdrawal options Please choose one option First home purchase withdrawal request Previous owner's home withdrawal request See notes - Section A See notes - Section B 3. Withdrawal amount Please choose one option All eligible funds in my KiwiSaver account at the A partial withdrawal of time of withdrawal or all eligible funds at the time of the withdrawal if this is a lesser amount. See notes - Section C 4. How withdrawal will be applied Please choose one option **Deposit Settlement** The funds withdrawn will be applied (in the first The funds withdrawn will be applied solely towards instance) towards paying a deposit on the property paying the purchase price of the property at (with any residue then applied towards the balance settlement. of the purchase price at settlement).

5. Payment details

The Christian KiwiSaver Scheme (Scheme) can only make a payment in New Zealand dollars to a solicitor's or conveyancing practitioner's trust account, being a New Zealand bank account.

Solicito	or or Pra	actitioner's name			1
Firm					
		Daytime phone	Email address		
Conta	act	(0)			
		Number / Street / PO Box			
Postal addres					
		Suburb / City			Postcode
6. Sta	atutory	y declaration			
	Full nam				
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I,					
,	Address			Occupation	
of					

solemnly and sincerely declare that all the information provided in or with this application is true and correct and that:

- 1. I am a member of the Christian KiwiSaver Scheme and have been a member of a KiwiSaver scheme or a complying superannuation fund for at least three years;
- 2. I have never made a withdrawal from a KiwiSaver scheme for home purchase;
- 3. The property I purchase in connection with this application is intended to be my personal place of residence;
- 4. I have never owned an estate in land or if I have, I attach written confirmation from Housing New Zealand confirming my eligibility for a previous owner's home withdrawal;
- 5. I understand that should the information given be incomplete or incorrect, the Trustee will not be able to complete their assessment of my home purchase withdrawal application;
- 6. I understand that acceptance of my application for a home purchase withdrawal is subject to the approval of the Trustee and to the Trustee receiving:
 - i. a pre-printed bank deposit slip for my solicitor's or conveyancing practitioner's trust account; and
 - ii. a certificate from my solicitor or conveyancing practitioner attaching a copy of the Sale and Purchase Agreement which clearly shows me as the purchaser and contains undertakings (in a form acceptable to the Trustee) relating to the status of that Agreement and the application of funds withdrawn;
- 7. I understand that the value of my withdrawal amount will be calculated at the date my request is processed and may fluctuate;
- 8. I agree that the Trustee may obtain from my solicitor or conveyancing practitioner any additional information that they need in order to process this application, and I hereby authorise my solicitor or conveyancing practitioner to give such further information (a photocopy of this authorisation shall be read as the original);

9.	While	I have	been a	Kiwi	Save	er me	ember	:													
	Please choose one option																				
I have had my principal place of residence in New Zealand for the entire period that I KiwiSaver.								that I I	have b	oeen a	n mem	ber of									
		I have had my principal place of residence in New Zealand for the entire period that I have been a member of KiwiSaver, with the exception of the following periods, during which I lived overseas.																			
		From	D			М	М	Υ	Υ	Υ	Υ	to	D	D	М	М	Υ	Υ	Υ	Υ	
		From	D			М	М	Υ	Υ	Υ	Υ	to	D	D	М	М	Υ	Υ	Υ	Υ	
		and d	uring n	ny tim	ne liv	ing o	overse	eas I		was		wası	not	wor	king f	or a c	harita	ble or	ganisa	ition.	
	10. I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Oaths and Declarations Act 1957. Signature of applicant																				
	Place Day Month & year																				
Declared at this day of																					
	Signatu Your sig person a	nature	must l	oe wit						e Peac	e, a S	olicitor, a	a Coui	rt Reg	istrar	(or De	eputy	Regist	rar) oı	r any c	other
			Signatu	re of v	vitne	ess									, ,			Official	l stamp	<u> </u>	,
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7. Notes

Section A - First home purchase withdrawal

You can withdraw funds for a first home purchase if:

- » you have been a member of a KiwiSaver scheme or a complying superannuation fund for at least three years; and
- » have not previously made a home purchase withdrawal from this or any other KiwiSaver scheme; and
- » this withdrawal is to be used to purchase your principal place of residence (i.e. not a rental property) in New Zealand;
 and
- » you have not previously owned an estate in land¹ alone or jointly or you are eligible for a previous owner's home withdrawal.
- ¹ Limited exceptions apply, including where you have only ever owned (or co-owned) land as a trustee contact us if you would like more information.

Section B - Previous owner's home withdrawal

If you are seeking a previous owner's home withdrawal, then you will need to meet the requirements in the first three bullet points above and also enclose confirmation from Housing New Zealand stating that it is satisfied you are a "qualifying person" for the purpose of the previous owner's home withdrawal facility. For more information, or to complete the necessary form, please contact Housing New Zealand on 0508 935 266 or visit its website www.hcnz.co.nz.

Section C - Withdrawal amount

You must leave a minimum of \$1,000 and any transferred Australian savings in your account.

- » If you have funds invested in more than one investment fund within the Scheme, any amount withdrawn will be deducted proportionally from each investment fund that you have invested in, and taken:
 - > first from your own and any employer contributions (and your investment earnings), and
 - > second from your member tax credit.
- » Following any withdrawal, you will remain a Scheme member and the KiwiSaver Act contribution requirements will continue to apply.
- » The Scheme will adjust your withdrawal transaction for any tax liability arising as a result of your withdrawal request.
- » Acceptance of your home purchase withdrawal request is at the discretion of the Scheme's Trustee.

8. Letter of undertaking

Together with your completed withdrawal application form, we require a letter of undertaking from your solicitor or conveyancing practitioner. There are two alternative letters of undertaking depending on whether the funds are to be used towards the deposit or at settlement.

9. Proof of identity and address documentation

Under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT), we are required to obtain verification of your identity and proof of your residential address. We cannot pay your home withdrawal benefit until we have received this documentation. Please contact us to check your AML/CFT status.



Letter of Undertaking

Please mail to Freepost 211044, Christian KiwiSaver Scheme, PO Box 12 287, Thorndon, Wellington 6144

1. Solicitor's or Practitioner's letter
To: Trustee of the Christian KiwiSaver Scheme Full name of Christian KiwiSaver Scheme member
Re: (the Member)
We refer to the Member's application for a home purchase withdrawal from the Christian KiwiSaver Scheme (the Application), which relates to the intended purchase of
Number / Street
(the Property)
Suburb / City Postcode
The currently anticipated settlement date for the purchase of the Property is DDMMYYYYY
2. Documents
We enclose copies of:
The agreement for sale and purchase of the Property with Full name of the vendor
(the Vendor)
dated D D M M Y Y Y Y (the Agreement) and our pre-printed bank deposit slip. We confirm that we act for the Member, who is interested in purchasing the Property under the Agreement.
3. Undertaking

I/we undertake to you that:

- 1. 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 (i.e. the Vendor and the Purchaser(s) are not yet contractually obliged to settle);
- such funds as are received by us/me 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:
 - i. hold the Deposit Funds while the Agreement is conditional; and
 - ii. repay the Deposit Funds to us/me 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 the settlement is due to the Member's default);
- 3. I/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/me if settlement is not completed; and
- 4. any funds received by us/me pursuant to the Application which exceed the amount to be applied towards paying a deposit under the Agreement:
 - i. will be paid to the Vendor as part of the purchase price on settlement of the Agreement; or
 - ii. 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 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/me if settlement of the Agreement is not completed as described.

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

I confirm that I hold a current Practising Certificate issued pursuant to the Lawyers and Conveyancers Act 2006

Date	
	Date

This certificate must be signed by the practice principal or a partner.



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To: Trustee of the Christian KiwiSaver Scheme
Full name of Christian KiwiSaver Scheme member
Re: (the Member)
We refer to the Member's application for a home purchase withdrawal from the Christian KiwiSaver Scheme (the Application), which relates to the intended purchase of
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Full name of the vendor
(the Vendor)
dated D D M M Y Y Y Y (the Agreement) and our pre-printed bank deposit slip. We confirm that we act for the Member, who is interested in purchasing the Property under the Agreement.
3. Undertaking
I/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 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 for disbursements.
I confirm that I hold a current Practising Certificate issued pursuant to the Lawyers and Conveyancers Act 2006
Name of firm
Name of Partner / Principal certifying
Signature of Partner / Principal Date

This certificate must be signed by the practice principal or a partner.