

# HOME PURCHASE WITHDRAWAL FORM

Name: \_\_\_\_\_ Title: Mr/Mrs/Ms/Miss (Please circle one)  
(Surname) (Given Names)

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_      IRD No.: \_\_\_\_\_      Member No.: \_\_\_\_\_

Home Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contact Phone No.: (    ) \_\_\_\_\_

**Important:** The Trustee will only permit an early withdrawal for a first home (or a second or subsequent home, if Kāinga Ora has issued a certificate confirming that you qualify) if it is satisfied that had you been a member of a KiwiSaver scheme you would have been permitted under the KiwiSaver Act 2006 to make the relevant withdrawal.

**1A. Type of withdrawal (tick one)**

- ☐ **First home withdrawal**  
(This applies if you have never owned a property, either on your own or jointly with another person).

☐ **Previous homeowner's withdrawal**  
(This applies if you have previously owned a property, either on your own or jointly with another person, but have satisfied Kāinga Ora that you are in the same financial position as someone who has never owned a home. Call Kāinga Ora on 0508 935 266 or visit [www.kaingaora.govt.nz](http://www.kaingaora.govt.nz). When you return this form, you will need to attach a certificate from Kāinga Ora that you qualify – see the fact sheet *Home purchase withdrawals – Frequently asked questions* on the Fund's website for more details).

**1B. Amount of withdrawal (tick one)**

You may apply to withdraw some or all of your account balances.

Subject to the requirements of the Fund's Trust Deed, I request:

- ☐ a partial withdrawal of \$ \_\_\_\_\_; or
- ☐ a withdrawal of my full available balance (leaving \$1,000 in my locked-in account if any, or my standard account).

**1C. Application of withdrawal (tick one)**

- ☐ the funds withdrawn will be applied (in the first instance) towards paying a deposit on the property (with any residue then applied towards paying the balance of the purchase price at settlement); or
- ☐ the funds withdrawn will be applied solely towards paying the purchase price of the property at settlement.

The amount withdrawn will be deducted proportionately from each investment option you have invested in and taken:

- first from your own and any employer contributions (and your investment earnings); and
- second from any Government contributions amount, if you have a locked-in account in the Fund.

If you withdraw the full available balance, you may continue contributing to the Fund, subject to the requirements of the Trust Deed.

Note that we will account for any tax owed on the amount being withdrawn by deducting it from the amount paid.

Your withdrawal request will be processed by the Fund's Administration Manager, Mercer (N.Z.) Limited (Mercer), and is subject to Trustee approval. If you have any questions regarding payments in progress, call the member Helpline on 0508 266 787.

## 2. Solicitor or conveyancing practitioner details

Solicitor or conveyancing practitioner's name (please print): \_\_\_\_\_

Firm name: \_\_\_\_\_

Postal address: \_\_\_\_\_  
(Street number and name or PO box) (Suburb) (Town/city) (Post code)

Telephone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

## 3. Privacy

To protect your information the Fund has a Privacy Policy, which you can access by contacting the Fund's Privacy Officer, Philippa Kalasih at the Fund's Administration Manager, Mercer, on 04 819 2600. Personal information on this form and in relation to your Fund membership will be handled to provide and manage your withdrawal request.

**Your personal information may be disclosed to the Fund's Administration Manager and other third parties (including your solicitor) as required, to the extent necessary for the purposes of processing your withdrawal request.**

## 4. Statutory declaration

I, \_\_\_\_\_ of \_\_\_\_\_  
(full name of person making declaration) (address and occupation of person making declaration)

**solemnly and sincerely declare and agree that:**

- I have read the privacy information in section 3 of this form;
- I have never before made a withdrawal from a complying superannuation fund (such as the Fund) or KiwiSaver scheme for a home purchase;
- I have been a member of the Fund (with locked-in savings, if I am seeking a locked-in account withdrawal) or a KiwiSaver scheme for a combined period of three years or more;
- The property I wish to purchase is intended to be my principal place of residence;
- I have not owned or co-owned a home or land before or have only owned or co-owned a home or land as a trustee (on the basis described in rule 8(5) of the KiwiSaver scheme rules) or **I attach** a certificate from Kāinga Ora that it is satisfied my financial position is what would be expected of a person who has never owned a property;
- I understand that the Trustee will not be able to complete its assessment of my application for a first or previous homeowner's withdrawal without receiving the complete and correct information;
- I understand that final approval of my application for a first home or previous homeowner's withdrawal is subject to the approval of the Trustee and 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 with a copy of the Sale and Purchase Agreement attached 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 the funds withdrawn;
- I understand that the amount of any approved withdrawal will be based on the weekly interim interest rate (or rates) applicable at the date my request is processed and may fluctuate;
- I agree that the Trustee or Administration Manager may obtain from my solicitor or conveyancing practitioner any additional information that it needs 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;
- During my membership of the Fund since 1 July 2007 and/or my membership of a KiwiSaver scheme **(please tick one)**:
  - ☐ there were no periods when my principal place of residence was not New Zealand, or
  - ☐ New Zealand has been my principal place of residence except during the periods set out below:

Start date: \_\_\_\_\_ End date: \_\_\_\_\_

Start date: \_\_\_\_\_ End date: \_\_\_\_\_

**(This relates to the withdrawal of Government contributions.)**

**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: \_\_\_\_\_

Declared at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Before me (please print): \_\_\_\_\_  
Person authorised to take statutory declaration\* Please specify office held

Signature: \_\_\_\_\_

**\* Statutory declaration made in New Zealand**

- A statutory declaration made in New Zealand under the Oaths and Declarations Act 1957 must be made before a person described in section 9 of that Act. These persons include:
- A Justice of the Peace;
- A Barrister and Solicitor of the High Court;
- A Notary Public;
- The Registrar or Deputy Registrar of the High Court or of any District Court;
- A Member of Parliament;
- An Officer of the Crown or of a local authority within the meaning of the Local Government Act 2002, authorised for that purpose by the Minister of Justice by notice in the *Gazette*; or
- An employee of Public Trust constituted under the Public Trust Act 2001, authorised for that purpose by the Minister of Justice by notice in the *Gazette*.

**Before returning this application, please ensure that:**

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | You have answered all questions in this form and completed the statutory declaration in the required manner;  |
| <input type="checkbox"/> | If you are applying for a previous homeowner's withdrawal, you have attached a certificate from Kāinga Ora that you qualify (see the fact sheet <i>Home purchase withdrawals – Frequently asked questions</i> on the Fund's website for more details); and  |
| <input type="checkbox"/> | You are fully aware: <ul style="list-style-type: none"><li><input type="checkbox"/> of the requirements you must meet in order to qualify for a withdrawal; and</li><li><input type="checkbox"/> that final approval of your withdrawal is subject to the Trustee receiving a pre-printed deposit slip for your solicitor's or conveyancing practitioner's trust account and a copy of your Sale and Purchase Agreement, under cover of the relevant solicitor's letter in the form shown on the following pages (either together with this Application Form or separately from your solicitor or conveyancing practitioner).</li></ul> |
| <input type="checkbox"/> | If you have a locked-in account balance and have been in the NZAS locked-in section for less than three years, you have provided proof of your KiwiSaver membership start date.   |

**Please return this completed form to:**

**The Administrator, NZAS Retirement Fund, Mercer (N.Z.) Limited, PO Box 1849, Wellington 6140, or you may email it to [nzasrf@mercerc.com](mailto:nzasrf@mercerc.com).**

## SOLICITOR'S OR CONVEYANCING PRACTITIONER'S LETTER

To: **The Trustee** of the NZAS Retirement Fund (the **Fund**)

Re: \_\_\_\_\_ (the **Member**)      Reference: \_\_\_\_\_  
(Full name of member)

I/we refer to the Member's application for a home purchase withdrawal from the Scheme (the **Application**), which relates to the purchase of \_\_\_\_\_ (the **Property**).

The currently anticipated settlement date for the purchase of the Property is \_\_\_\_\_ (DD/MM/YYYY)

### **Documents**

I/we **enclose** copies of the following:

1. the Agreement for Sale and Purchase of the Property with \_\_\_\_\_ (the **Vendor**) of \_\_\_\_\_ dated \_\_\_\_\_ (the **Agreement**); and  
(Address) (DD/MM/YYYY)
2. our pre-printed bank deposit slip.

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

### **Undertakings**

I/we undertake to you that:



*For unconditional sale and purchase agreements where funds to be paid at settlement:*

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 me/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 or disbursements.



*For conditional sale and purchase agreements where funds to be applied for deposit (with any residue to be paid at settlement):*

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). Date the Agreement is expected to become unconditional is \_\_\_\_\_ (DD/MM/YYYY).
2. such funds as are received by me/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:
  1. hold the Deposit Funds while the Agreement is conditional; and
  2. repay the Deposit Funds to me/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 the settlement is due to the purchaser'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 me/us if settlement is not completed; and
4. any funds received by me/us pursuant to the Application which exceed the amount to be applied towards paying a deposit under the Agreement:
  1. will be paid to the Vendor as part of the purchase price on settlement of the Agreement; or
  2. 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 paragraph 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 me/us 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.

Name of firm/company: \_\_\_\_\_

Name of principal/partner certifying: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (DD/MM/YYYY)

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