

Acceptance of a withdrawal request is at the discretion of the Manager.

## Who should complete this form?

Please use this form to apply for a withdrawal from your KiwiWRAP KiwiSaver Scheme investment if you are purchasing a first home or a second chance home. You may be eligible to withdraw all or part of your KiwiSaver scheme account balance. You can also choose whether to withdraw the funds as a deposit or as part of the settlement amount. You can only make a first home withdrawal once, so if you make a withdrawal to fund your deposit, you **cannot** make another withdrawal again at settlement.

You must leave a minimum balance of \$1,000 in your KiwiSaver account and you cannot withdraw any funds transferred from an Australian complying superannuation scheme. In order to qualify for a first home or second chance home buyer withdrawal you must:

- have been a KiwiSaver member for at least three years; and
- have not previously made a home purchase withdrawal from KiwiSaver; and
- intend this withdrawal to be used to purchase your principal place of residence (not a rental property); and
- have not previously held an estate in land solely or jointly or have been eligible for a home purchase withdrawal as a second chance home buyer. To find out if you qualify as a second chance home buyer and to obtain your eligibility letter, visit Kainga Ora on [www.kaingaora.govt.nz](http://www.kaingaora.govt.nz).

The purchase of an interest in a building on Maori land, where the building is intended to be principally used for occupation as a private residence, can qualify as a first home.

If you are buying a property with a partner who is also a KiwiSaver member, you may both be able to apply for first home withdrawals, from your respective KiwiSaver scheme accounts.

Your application form and all supporting documentation must be completed and received by us **at least 10 business days** before you require the funds to be paid to your solicitor (settlement date if your sale is unconditional, or the date you must pay your deposit if it is a conditional sale).

If you don't apply (and obtain approval) before settlement, you will lose the opportunity to make an early withdrawal for your home purchase.

## 01 Investor details

Title	First name(s)	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>
IRD number	KiwiWRAP KiwiSaver Scheme account number	
<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	C N Z <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Address		
<input type="text"/>		
Town/City	Post code	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
Phone	Email	
<input type="text"/>	<input type="text"/>	

## 02 Withdrawal type

I would like to (please tick only one):

- ☐ Make a First Home Buyer Withdrawal
- ☐ Make Second Chance Home Buyer Withdrawal (you must attach the letter of determination from Kainga Ora to this form)

## 03 Withdrawal amount

I would like to withdraw the following amount from my KiwiSaver (please tick only one):

- ☐ All available funds (Note: You must leave a minimum balance of \$1,000 and cannot withdraw amounts transferred from an Australian complying superannuation scheme)
- ☐ A partial withdrawal of \$

For a partial withdrawal (please tick only one):

- ☐ Please deduct the amount proportionally across each asset that I am invested in; or
- ☐ Please make my withdrawal request, as outlined below:

Asset	Amount \$	Asset	Amount \$
1. <input type="text"/>	<input type="text"/>	3. <input type="text"/>	<input type="text"/>
2. <input type="text"/>	<input type="text"/>	4. <input type="text"/>	<input type="text"/>

**NOTE:** The Manager will adjust your withdrawal amount for any tax liability which arises as a result of the withdrawal.

A partial withdrawal will first be deducted from any contributions you or your employer have made (and any investment gains), with any government contributions being the last amount to be withdrawn from your account. If you make a full withdrawal of your available balance, you will remain a member of the KiwiWRAP KiwiSaver Scheme and must continue making required contributions (unless you successfully apply for a savings suspension).

## 04 Application of withdrawal (please tick only one):

### Deposit payment

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

### Purchase price payment

- ☐ The funds withdrawn will be applied solely towards paying the purchase price of the property at settlement

**Important:** You are allowed to make a first home withdrawal only once. If you choose to make a deposit withdrawal, you will not be able to make another withdrawal at the time of settlement.

## 05 Payment details

Payment will only be made in New Zealand dollars to a solicitor or conveyancer's trust account; it must be a New Zealand bank account.

Solicitor or conveyancer's name

Solicitor or conveyancer's firm

Bank account name

Account number

 -  - 

Firm address

City

Email

Phone

## 06 Statutory declaration

A statutory declaration is a written statement that allows a person to declare something to be true. This page must be completed in front of an authorised person who will witness the declaration.

### Who can witness me making the declaration?

The following people can witness you making the declaration:

- Notary Public
- Justice of the Peace
- Enrolled solicitor or barrister of the High Court
- Registrar or deputy registrar of the Supreme Court, High Court, a District Court or Court of Appeal
- Any other person authorised by law to take statutory declarations

I, (full name)

Occupation

of (address)

### Solemnly and sincerely declare that:

- I am a member of the KiwiWRAP KiwiSaver Scheme (the Scheme) and have been a member of a KiwiSaver scheme for three or more years.
- My principal place of residence has been New Zealand for the entire period I have been a KiwiSaver member.

Or

- ☐ I confirm that for the period I have been a member of KiwiSaver, my principal place of residence was New Zealand except for the periods:

FROM

TO

FROM

TO

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- I acknowledge that I am not eligible to withdraw all of the government contributions I have received during my membership, unless I have lived in New Zealand over that time.
- I acknowledge that if I have lived overseas any time during my membership and did not have permanent residence in New Zealand, Inland Revenue may need to claim back some of the government contributions I received.

**NOTE:** As an exception to this rule, if you were working overseas as an employee of the New Zealand Government or as a volunteer for certain charitable organisations, you're eligible to withdraw government contributions. If this applies, please provide evidence with your application, such as a letter on your employer's letterhead confirming the period you were employed.

- I have not previously made a withdrawal from a KiwiSaver scheme for a home purchase. The property I am purchasing is intended to be my principal place of residence and is not intended to be a rental or investment property, and is in New Zealand.
- I have not previously owned an estate in land, or if I have, I attach my letter from Kainga Ora confirming my eligibility as a Second Chance buyer.
- If I am purchasing an interest in a building on Maori land, the building is intended to have as its principal use, occupation as a private residence and is intended to be my principal place of residence.
- I agree that the Manager may approach the solicitor or conveyancer named in this form to obtain further information as may be reasonably required in connection with this application, and I authorise that solicitor or conveyancer to provide such further information (a photocopy of this authorisation shall be regarded as the original).
- I understand that acceptance of my application is at the Manager's discretion.
- I understand that my withdrawal must be paid to my New Zealand solicitor or conveyancer's trust account prior to settlement of my purchase.

- I understand that if the settlement (as set out in the attached Sale and Purchase Agreement) is not completed by the due date or any extended date, that the funds will be repaid by my solicitor or conveyancer to the Manager of the Scheme as soon as practicable into my account with no deductions or disbursements having been made to the amount released to the solicitor or conveyancer.
- I understand that the information supplied by me with this application can be used to electronically verify my identity and address (where necessary) and may be disclosed for these purposes to third parties where relevant including a government agency or a reliable, independent source.
- I have read Consilium's privacy statement found at <https://www.consilium.co.nz/privacy-policy>.
- I understand that my withdrawal value will or might fluctuate based upon the price(s) which applies when the withdrawal is processed and that fees, taxes and expenses may be deducted from my Scheme account.
- The information given in this form is true and correct. I acknowledge that the Manager and Supervisor will rely on information provided in (or in connection with) this form and accordingly agree to indemnify them against any claims, liability, losses, damages, costs and expenses whatsoever which may arise directly or indirectly as a result of any information provided in (or in connection with) this form being untrue or misleading (including omission).

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

**Declared at** *(place)*

**this date**

/ /

**Member signature**

*Before me (JP, solicitor, Notary Public or other person authorised to take statutory declarations, such as registrar or deputy registrar of the Supreme Court, High Court, a District Court or Court of Appeal).*

**Name**

**of city** *(where signing)*

**Witness signature**

**Occupation**

**Date**

/ /

## 07 Solicitor or conveyancer's letter

To: Consilium NZ Limited as Manager of the KiwiWRAP KiwiSaver Scheme

Re: *(the Member)*

KiwiWRAP KiwiSaver Scheme account number:

I refer to the Member's application (the Application) for a withdrawal from the Scheme, which relates to the purchase of *(the property address details)*

The settlement date, or currently anticipated settlement date, for the purchase of the property is:

/ /

The date that the agreement is expected to become unconditional (the date on which the deposit is payable) is:

/ /

## Documents

I enclose copies of:

- The agreement for sale and purchase of the property with *(the vendor(s) name(s))* [redacted]  
[redacted] Dated [redacted] / [redacted] / [redacted] (the Agreement); and
  - Our pre-printed bank deposit slip.
- I confirm that I act for the Member, who is to purchase the property under the Agreement.

## Undertaking

I undertake to you (please tick the relevant box below):

☐ **For unconditional sale and purchase agreements where KiwiSaver funds are paid on 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 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.

☐ **For conditional sale and purchase agreements where KiwiSaver funds are applied as a deposit (with any balance 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);
2. Such funds as are received by 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 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 purchaser's default);
3. I 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 if settlement is not completed; and
4. Any funds received by me pursuant to the Application which exceed any 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.
5. The undertaking in point 2 above is 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 if settlement of the Agreement is not completed as described.

I give no undertaking that the stakeholder will actually comply with these obligations, and accordingly I 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.

**Solicitor or conveyancer's name**

[redacted]

**Solicitor or conveyancer's firm**

[redacted]

**Signature\***

[redacted]

**Date**

[redacted] / [redacted] / [redacted]

\*Must be signed by the practice principal or partner.

## 08 Additional information

**NEXT STEP** Please send your completed application to your adviser to submit.