

QuayStreet KiwiSaver Scheme

Withdrawal Request - Deposit for First Home Purchase

WHERE TO SEND YOUR COMPLETED WITHDRAWAL FORM

Please either deliver your completed withdrawal form to the nearest Craigs Investment Partners branch, or post it to:

QuayStreet KiwiSaver Support
PO Box 13155, Tauranga 3141.
Phone: 0800 878 278
Email: clientservices@craigsip.com

* SECOND CHANCE WITHDRAWAL

If you have owned a home before you may be eligible for a second chance withdrawal. For more information please visit the Housing New Zealand website hnzc.co.nz or phone on 0800 801 601.

CERTIFIED COPY

All identity documents must be certified by either a Justice of the Peace, a Lawyer, a Notary Public, a New Zealand Chartered Accountant, a New Zealand Police Constable or a Member of Parliament.

Certified documents must include the full name, occupation and an original signature of the certifier and the date of certification. Certification must have been carried out in the three months preceding presentation of the certified documents. The certifier must sight the original documents and make a statement that the documents provided are a true copy.

Alternatively, documents can be verified by your Craigs Investment Partners Adviser.

CLIENT ACCOUNT NO.

INVESTMENT ADVISER

Withdrawal form for payment towards Deposit

You may be eligible for a withdrawal if:

- > You are 18 or over and have been a member of a KiwiSaver scheme and/or a complying superannuation fund for at least 3 years.
- > You have never owned property or land before.*
- > You have never made a withdrawal to purchase a property or land before, from this or any other KiwiSaver Scheme.
- > You intend to live in the property that you are buying or build a home to live in on the land you are buying.
- > The property or land you are buying is in New Zealand.

Please note:

- > You can purchase an existing house, an apartment off the plans, a house and land package, land that you plan to build your first home on or purchase or build a home on Māori land.
- > If you are purchasing land to build on, your first home withdrawal can only be used to purchase the land; it can not be used to pay contractors or to purchase building materials.
- > You must leave a minimum balance of \$1000 in your KiwiSaver account.
- > You cannot withdraw funds transferred from an Australian superannuation scheme.
- > If you have UK pension funds in your KiwiSaver scheme you should seek professional tax advice before completing this application.
- > If you make a withdrawal and the purchase of your first home does not proceed, you may still be liable for real estate fees and other expenses - you should discuss this with your solicitor or conveyancing practitioner.

Form Checklist

We must receive the completed original withdrawal request form and all required documentation fifteen (15) days prior to deposit date.



Please check that you have provided the following:

- This form with all sections completed, including the statutory declaration.
- Your solicitor or conveyancing practitioner must complete Sections F and G.
- A certified copy of your driver's licence or passport.
- A pre-enclosed deposit slip, copy of bank statement or certified verification of the acting Solicitor's or conveyancing practitioner's Trust Account.
- A copy of the Sale and Purchase Agreement.
- If you are applying for a second-chance home withdrawal you will need to attach written confirmation from Housing New Zealand that you qualify.
- If the withdrawal is for the purpose of purchasing land on which to build, please provide evidence that you have funding for the construction of your home.
- If the withdrawal is to purchase or build a home on Māori land, evidence of the right to occupy the land is required, such as a licence or an occupation order.

A Your Details

Scheme Account Number

Title *please select one*

Mr Mrs Miss Ms Dr Other _____

Full Name *first, middle and last name*

Mailing Address

Post code

Contact Phone _____

Email _____

Date of Birth

IRD Number

B Withdrawal Type

Please select the withdrawal type by ticking the appropriate box:

First Home Withdrawal applies to members who have not held an estate in land (whether alone or jointly with another person).

Second-Chance Home Withdrawal applies to members who have held an estate in land before. If you are applying for a second-chance home withdrawal you will need to attach written confirmation from Housing New Zealand that you qualify.



C Withdrawal request

Full withdrawal *you must leave a minimum balance of \$1,000 when you withdraw*

Partial withdrawal* *state amount required* \$ _____

** Funds will be deducted proportionally from all holdings unless otherwise specified*

D Payment Details

I request that the proceeds of my withdrawal be credited to the trust account of my solicitor or conveyancing practitioner (as regulated by the Lawyers and Conveyancers Act 2006).

Name of bank _____

Name of account _____

Account details

BANK BRANCH ACCOUNT NUMBER SUFFIX

Please provide a pre-encoded deposit slip, copy of bank statement or certified verification of the acting Solicitor's or conveyancing practitioner's Trust Account.

Deposit Date

E**Statutory Declaration**

This section must be completed and signed in front of a Justice of the Peace, Solicitor, Notary Public, or a person authorised to take a statutory declaration such as a Registrar or Deputy Registrar of the High Court or of any District Court or a member of Parliament.

I, *full name*

of, *address*

Occupation

Solemnly and sincerely declare that:

1. All information provided is complete, true and accurate.
2. I have been a member of a KiwiSaver scheme for three years or more.
3. I have never made a withdrawal from a KiwiSaver scheme (my existing scheme or any scheme to which I previously belonged) for a first or second-chance home withdrawal before.
4. The property/land I am purchasing is in New Zealand and is intended to be my principal place of residence.
5. Except where this application relates to a second-chance home withdrawal, I have not held an estate in land before.
6. I agree that the solicitor or conveyancing practitioner as advised below may be approached by QuayStreet Asset Management Limited to provide information about my first or second-chance home withdrawal and I authorise such solicitor or conveyancing practitioner to provide further information in relation to this purchase as requested by QuayStreet Asset Management Limited.
7. I understand that any withdrawal funds will be paid to the trust account of my solicitor or conveyancing practitioner and will be used to pay the vendor(s) as part of the purchase price.
8. I have funding for the construction of the building and the land/site is ready to build on (if purchasing land on which to build).
9. I am not an undischarged bankrupt or incapable of managing my financial affairs and that I am properly entitled to any payment made pursuant to the Withdrawal Application and that no other person has any claim against it.
10. I understand this withdrawal and any subsequent withdrawals are, subject to the Manager and/or Supervisor being satisfied I am eligible and that a withdrawal fee may be charged.
11. I indemnify the Supervisor, the Manager and any of their related companies against all claims, actions, demands, proceedings, costs or expenses, damages or liability in respect of my KiwiSaver account and any withdrawal.
12. My QuayStreet KiwiSaver Scheme does not contain any funds that were transferred either directly or indirectly (including via another New Zealand Superannuation or KiwiSaver Scheme) from a UK registered pension scheme.
13. I understand that the information supplied in this withdrawal request will be used to process my redemption and will be held by QuayStreet Asset Management Limited (and any companies in its group). I consent to my personal information being disclosed to my Investment Adviser, and administrator, auditor, tax adviser, the supervisor, custodian, adviser or agent, and the IRD or third parties as required to process my redemption or in accordance with the law. I agree that additional information may be sought from my solicitor. I understand that I may request to see, and if necessary, request the correction of my personal information.
14. I understand that my withdrawal value will be based on the unit/share price on the day my request is processed and may fluctuate.
15. I understand that where my principal place of residence has not been in New Zealand, I am not entitled to Government Contributions during that period and these will be returned to Inland Revenue.

Please tick the statement that applies:

During my entire KiwiSaver membership, my principal place of residence was New Zealand.

OR

During my KiwiSaver membership, for a period of time I was living/working outside New Zealand.

I was a government employee who was serving outside of New Zealand for the below period. **Provide evidence with this withdrawal form and specify the dates below.**



I was working as a volunteer, or for a token payment, for a charitable organisation which is named and meets the requirements set out in the Student Loan Schemes Act 1992.

Provide proof that your voluntary work was one of the following reasons and specify the dates below:



To relieve poverty, hunger, sickness or the ravages of war or a natural disaster; **or**

To improve the economy of a country that is listed on the Organisation for Economic Co-operation and Development's list of countries receiving development assistance; **or**

To raise the education standards of a country that is listed on the Organisation for Economic Co-operation and Development's list of countries receiving development assistance.

Other _____

Please specify below the period you were living/working outside New Zealand:

Period from | D | D | D | | M | M | M | | Y | Y | Y | Y | Y | Y | | To | D | D | D | | M | M | M | | Y | Y | Y | Y | Y | Y | |

Period from | D | D | D | | M | M | M | | Y | Y | Y | Y | Y | Y | | To | D | D | D | | M | M | M | | Y | Y | Y | Y | Y | Y | |

Period from | D | D | D | | M | M | M | | Y | Y | Y | Y | Y | Y | | To | D | D | D | | M | M | M | | Y | Y | Y | Y | Y | Y | |

I confirm that for all other periods my principal place of residence was in New Zealand.

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

Signature

Declared at *location*

On | D | D | D | | M | M | M | | Y | Y | Y | Y | Y | Y | |

Before me please print your name and occupation, being a person authorised to take a statutory declaration under the Oaths and Declarations Act 1957

Name

Occupation

Signature

Date | D | D | D | | M | M | M | | Y | Y | Y | Y | Y | Y | |

POWER OF ATTORNEY

If this form is signed under Power of Attorney, please contact Craigs Investment Partners before you sign it. We will send you the appropriate Certificate of Non-Revocation of Power of Attorney that must be signed by you when you sign the Withdrawal Request form.

F Solicitor or Conveyancing Practitioner

F1 Details

Full Name *first, middle and last name*

Company Name

Mailing Address

Post code

Phone

Email

F2 Documents

We enclose copies of the following:

1. the agreement for sale and purchase of the Property *(the Agreement)* with

(the Vendor(s))

Dated

2. a pre-encoded bank deposit slip for our Trust Account

G Solicitor's or Conveyancing Practitioner's Undertaking

(To be completed by the solicitor or conveyancing practitioner (as regulated by the Lawyers and Conveyancers Act 2006) acting on your behalf)

To: QuayStreet Asset Management Limited

re: First or Second-Chance Home Withdrawal

I/we confirm that I/we act for the Member:

Member's name *first, middle and last name*

who is to purchase the Property under Agreement *(details of Property)*

Anticipated settlement date for the purchase of the Property is

Deposit Due Date

Continued on next page.

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);
2. 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 and 3 above are restricted to confirming that the stakeholder owes **obligations**:

- > to hold the Funds while the Agreement is conditional, and
- > to repay the 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.

Name *first, middle and last name*

of city *where signing*

Occupation

Signature

Date | D | D | | M | M | | Y | Y | Y | Y | |

Designation

Company Name

Stamp of legal practice

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