

Nikko AM KiwiSaver Scheme – First Home Withdrawal Form

Please post this form and the other listed requirements to:

Nikko AM KiwiSaver Scheme

PO Box 3892, Shortland Street, Auckland 1142

We must receive the original of this form, we can't process electronic versions.

Checklist

Your application needs to include the following:

- a copy of the sale and purchase agreement for the property you're buying
- a pre-printed bank deposit slip for your solicitor's trust account
- original statutory declaration, to be witnessed by any person who is authorised to take statutory declarations
- certified copies of proof of your identity and residential address

And either:

- a letter of undertaking – conditional agreement, to be completed by your solicitor if you're using your KiwiSaver savings as a deposit, or
- a letter of undertaking – unconditional agreement, to be completed by your solicitor if you're using your KiwiSaver savings to pay part of the purchase price at settlement

And (if relevant):

- if you've previously owned a home: an eligibility confirmation letter from Housing New Zealand showing that you qualify for a KiwiSaver first home withdrawal
- if you're buying a home on Māori land: evidence of your right to occupy Māori land

You must submit your application, along with all required supporting documents, at least 10 business days before your payment date. Withdrawals cannot be made after settlement.

To avoid delays, please take the time to complete the application form in full and send us all the required documents in the above checklist. Your solicitor will be able to help you with this.

By completing this application form, you consent to and authorise the release of, at any time, to Nikko Asset Management New Zealand (Nikko AM) and/or the supervisor of the Nikko AM KiwiSaver Scheme, all personal information held by any person or organisation that the Nikko AM and/or the supervisor considers appropriate for the purpose of checking information provided by you in support of your application.

Your Personal details

Title			
First name(s)			
Surname			

Home address			
Street			
Suburb			
City		Postcode	
Postal address (if different from above)			
Street			
Suburb			
City		Postcode	

Contact Phone			
Email			
Date of Birth (dd/mm/yyyy)			

IRD number:

Eligibility for Member Tax Credits

To be eligible to withdraw member tax credits you have received during your KiwiSaver membership, you must have had your principal place of residence in New Zealand over that time. Please complete the following question to assess your eligibility. If you lived or worked overseas and received member tax credits, we're required to refund that portion of the member tax credits to IRD.

During your KiwiSaver membership, were there any periods when you lived overseas and did not have a permanent residence in New Zealand? Going overseas on holiday, even for several months is not considered a change of principal residence.

No
Yes

If yes, list the periods when you lived overseas and did not have a permanent residence in New Zealand:

I lived in	from	To
I lived in	from	To
I lived in	from	To

Please note that if you were working overseas as an employee of the New Zealand Government or as a volunteer for certain charitable organisations, you continue to be eligible for member tax credits during those periods of time overseas. If this applies, please provide evidence with your application, such as a letter on your employer's (or former employer's) letterhead confirming the period you were employed overseas.

Withdrawal Details

Your KiwiSaver first home withdrawal amount may change as a result of market volatility, any PIE tax rebates or deductions, any contributions we receive and if there were any time periods when you weren't eligible to receive member tax credits.

Type of Withdrawal

Note that a withdrawal from your KiwiSaver balance may be used to purchase an estate in land in New Zealand, provided the land is, or is intended to be, the principal place of residence for the member or for the member and the member's family

First Home Withdrawal

(Applies to members who have not previously held an estate in land whether alone, or as a joint tenant or tenant in common)

Previous home owner withdrawal

Applies to members who have held an estate in land previously (alone or jointly with another person) and who no longer own a property. You will need to apply to, and provide confirmation from, HNZA that you qualify

Amount of withdrawal

the full balance, less \$1,000 and any amount transferred from an Australian complying superannuation scheme (if applicable).

a partial withdrawal of \$

The amount withdrawn will be deducted evenly from each fund you've invested in.

How will the withdrawal amount be applied?

as part of the deposit to be paid on the finance date

I understand that all documents must be submitted at least 10 business days before the finance date, and that the funds will be paid to my solicitor's trust account before the finance date.

Finance date (dd/mm/yyyy)

as part of the purchase price to be paid on the settlement date

I understand that all documents must be submitted at least 10 business days before the settlement date, and that the funds will be paid to my solicitor's trust account before the settlement date.

Settlement date (dd/mm/yyyy)

Solicitor's Details

Full name			
Company Name			
Phone number			

Postal address			
Street / PO Box			
Suburb			
City		Postcode	

Email			
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Identification and Proof of Address

As part of your application, you must provide copies of your ID and proof of address. All photocopied documents must be verified or certified by an authorised person (see below) before sending them to us.

Please provide us with either:

- a certified/verified copy of your current passport (page showing your name, date of birth, photograph and signature), or
- a certified/verified copy of your current driver licence showing your name, signature and expiry date, AND a bank account statement or document that contains your full name and addressed to you by a New Zealand registered bank within the last 3 months, or statement from any New Zealand government department addressed to you dated within the last 3 months, or New Zealand SuperGold card, or birth certificate, or
- a certified/verified copy of your current firearms licence.

AND one of the following issued and dated within the last 3 months, showing your name and current residential address:

- Bank statement
- Utility bill (e.g. power or home phone bill)
- Rates bill
- Letter or statement from a NZ government agency

Who can certify your documents?

The following people can certify photocopies of original documents as true and correct copies:

- Notary Public
- Justice of the Peace
- Member of the Police
- New Zealand lawyer
- New Zealand Chartered Accountant
- A person who has legal authority to take statutory declarations (or equivalent) in New Zealand.

Please note that the certifier must be at least 16 years of age and cannot be:

- a person involved in the transaction requiring the certification related to you
- your spouse or partner
- a person who lives at the same address as you.

Copies of ID and proof of address must be recently certified (in the previous three months) as a true copy of the original which represents your identity by one of the people listed above.

Statutory Declaration

A statutory declaration is a written statement that allows a person to declare something to be true. You'll need to complete this page in front of an authorised person. You'll make the declaration, and the person witnessing will take the declaration.

Who can witness the declaration?

The following persons can witness you making the declaration:

- Notary Public
- Justice of the Peace
- Person enrolled as a barrister and solicitor of the High Court
- Registrar or deputy registrar of the Supreme Court, High Court, a District Court or Court of Appeal
- Member of Parliament
- Any other person authorised by law to take statutory declarations.

I, Full Name of person making the declaration (the member)	
of, Address	
	Postcode
And, Occupation	

solemnly and sincerely declare that:

- I haven't held an estate in land before, whether alone or jointly with another person, OR I've held an estate in land before, but I qualify for a first home withdrawal as a previous property owner or because the estate was an interest in Māori land.
- I haven't made a first home withdrawal from a KiwiSaver scheme before.
- I've been a member of a KiwiSaver scheme and/or a complying superannuation fund for a combined total of at least three years, OR Inland Revenue received a contribution to a KiwiSaver scheme for me at least three years ago.
- I understand \$1,000 and any amount transferred from an Australian complying superannuation scheme can't be withdrawn for a first home withdrawal.
- the property I'm purchasing is intended to be my principal place of residence.
- the property I'm purchasing is in New Zealand.
- I understand that my application for a first home withdrawal is subject to Nikko AM NZ receiving a completed application form and all supporting documents listed in the checklist at least 10 business days before my finance or settlement date.
- I understand my withdrawal must be paid to my New Zealand solicitor's trust account before my payment is due.
- I understand to the extent that my principal place of residence was not New Zealand during my KiwiSaver membership, I won't be entitled to withdraw any member tax credits received during that same period. Any member tax credits claimed on my behalf during any such period will be returned to the Commissioner of Inland Revenue.
- the information I've provided on this application form and any attachments is true and correct and complete.
- I acknowledge that the Privacy Act 1993 gives me the right to access and request correction of personal information held by Nikko AM, Public Trust and their associated entities and agents. The information will be held securely by Nikko AM whose address is Level 9, Vero Centre, Auckland 1010, New Zealand and MMC Limited, whose address is Level 25, QBE Centre, 125 Queen Street, Auckland 1010, New Zealand. I understand that the information supplied will be used to process my withdrawal request from the Nikko AM KiwiSaver Scheme (and may be disclosed for these purposes to third parties where relevant). The information may also be used by Nikko AM, Public Trust and their associated entities and agents to offer me other products or services it thinks may be of interest. I acknowledge that the information, and any information provided by me at later dates will be used and may be shared as outlined in our privacy statement on our website at www.nikkoam.co.nz.

- I indemnify the supervisor of the Nikko AM KiwiSaver Scheme, Nikko AM and any of their related companies against all claims, actions, demands, proceedings, costs or expenses, damages or liability arising and discharge them from any liability in respect of my membership of the Nikko AM KiwiSaver Scheme and/or any withdrawal payment made.
- I confirm that 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 this withdrawal form and that no other person has any claim against it.

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 the person making the declaration (the member)

Declared at (location)

Date

Before me: (the person in front of whom the declaration is made)

Full Name of person taking the declaration (the witness)

Address

Postcode

Signature of the person taking the declaration (the witness)

Solicitor's Or Conveyancing Practitioner's Letter – Funds Paid At Settlement

Use this form when the Sale and Purchase Agreement is unconditional and the funds are to be paid at settlement.

To: **Nikko Asset Management New Zealand** as manager of the **Nikko AM** KiwiSaver Scheme (the **Scheme**)

Re: (the **Member**)

Reference: _____

I/We refer to the Member's application for a home purchase withdrawal from the Scheme (the **Application**), which relates to the purchase of [*insert details of the estate in land or of the interest in a dwellinghouse on Maori land*] (the **Property**).

The 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 [*insert name*] (the **Vendor**) dated [*insert date*] showing the Member as the purchaser (the **Agreement**);
2. for an interest in a dwellinghouse on Maori land, evidence of the Member's right to occupy the Maori land; and
3. 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:

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/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 in accordance with the Agreement by the due date 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.

Date:

Name of firm/company:

Name of principal/partner certifying:

Signature:

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

Solicitor's Or Conveyancing Practitioner's Letter – Funds Used Towards Deposit Payment

Use this form when the Sale and Purchase Agreement is conditional and the funds are to be used for the deposit, with any balance paid at settlement.

To: **Nikko Asset Management New Zealand** as manager of the **Nikko AM** KiwiSaver Scheme (the **Scheme**)

Re: _____ (the **Member**)

Reference: _____

I/We refer to the Member's application for a home purchase withdrawal from the Scheme (the **Application**), which relates to the purchase of [*insert details of the estate in land or of the interest in a dwellinghouse on Maori land*] (the **Property**).

The settlement date for the purchase of the Property is [*insert date*].

Documents

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

1. the Agreement for Sale and Purchase of the Property with [*insert name*] (the **Vendor**) dated [*insert date*] showing the Member as the purchaser (the **Agreement**);
2. for an interest in a dwellinghouse on Maori land, evidence of the Member's right to occupy the Maori land; and
3. 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:

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. payment of any funds received by us/me pursuant to the Application (the **Funds**) will be held by a stakeholder and the stakeholder is obliged to hold the amount while the Agreement is conditional;
3. if settlement of the Agreement is not completed in accordance with the Agreement by the due date or any agreed extended date (**non-completion**), but excepting non-completion due to the purchaser's default:
 - the stakeholder is obliged to repay the Funds to us/me; and
 - I/we will repay the Funds to you as soon as practicable on account of the Member with no deductions or disbursements; and

4. any Funds which exceed any 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 points 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 confirm that I hold a current Practising Certificate issued pursuant to the Lawyers and Conveyancers Act 2006.

Date:

Name of firm/company:

Name of principal/partner certifying:

Signature:

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