

# First Home Withdrawal Form

## About this form

This form is for applying for a first home or a second chance home withdrawal from your Pie KiwiSaver Scheme account.

For help completing this form, phone **0800 586 657**. Once complete, please scan and email an electronic copy to **withdrawals@piefunds.co.nz**.

Your application form and all supporting documentation must be completed and received by us at least 15 business days (10 business days if you haven't lived overseas) before you require the funds to be paid your solicitor.

You may be eligible to withdraw all or part of your KiwiSaver scheme account balance. However, 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 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 you are 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, contact Kāinga Ora on 0508 935 266 or visit [www.kaingaora.govt.nz](http://www.kaingaora.govt.nz)

You may also be eligible for a KiwiSaver First Home Grant from Kāinga Ora. You can only apply for this grant by visiting the Kāinga Ora website [www.kaingaora.govt.nz](http://www.kaingaora.govt.nz) or calling 0508 935 266.

If you are purchasing your first home through a trust, you will need to include the following additional information:

- Your name written on the signed Sale and Purchase agreement as "(Full name of the KiwiSaver member/purchaser) as Trustee of the (insert trust name) e.g. John Steve Brown as Trustee of the Brown Family Trust
- A statutory declaration stating the purchaser is not a beneficiary of another trust that owns a property
- Provide a copy of the Trust Deed

## Checklist

Please complete the checklist below and supply the relevant documents to support your request.

- Sections 1-4:** Complete
- Section 5:** Provide proof of identity and address
- Section 6:** Certifying your proof of identity
- Section 7:** Confirm your New Zealand residency
- Section 8:** Read the privacy statement
- Section 9:** Complete the Statutory Declaration in front of a witness
- Section 10:** Provide a completed solicitor or conveyancer's letter, proof of your solicitor or conveyancer's bank account, a copy of the property sale and purchase agreement and your eligibility letter from Housing New Zealand if you are applying for a second chance home buyer withdrawal.

Title  First name/s  Last name

Date of birth  IRD number          Pie KiwiSaver Scheme account number (if known)

Email address  Physical address

Postal address  City  Postcode

Home number  Work number  Mobile number

## Section 2: Withdrawal type and amount

### Type

First Home Buyer Withdrawal  Second Chance Home Buyer Withdrawal including letter of determination from Housing New Zealand

### Amount

A partial withdrawal of \$   All available funds

*Note: You must leave a minimum balance of \$1,000*

## Section 3: Application of withdrawal

### 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).

### Date of deposit

### Purchase price payment

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

### Date of settlement

## Section 4: 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. We will adjust your withdrawal amount for any tax liability. Please complete even if deposit slip is supplied.

Solicitor or conveyancer's name

Solicitor or conveyancer's firm

Account number

Firm address

City

Postcode

Email

Work number

Mobile number

## Section 5: Proof of identity and Address

One of the following:

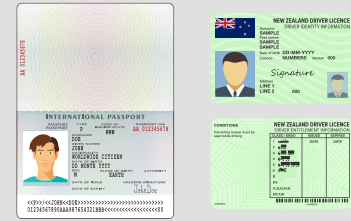
- Passport (pages containing name, date of birth, photograph and signature)
- New Zealand driver licence (*front and back*) plus bank statement

OR

Full birth certificate, **plus one** of the following:

- Overseas driver licence (*front and back*)
- 18+ Card
- Proof of address

### Examples



\* If you have changed your name since opening a Pie KiwiSaver Scheme account, you must supply proof of name change

## Section 6: Certification

Your identity documents must be certified by one of the following people:

- Justice of the peace
- Chartered accountant
- Registered medical doctor
- Notary public
- Registered lawyer
- Registered teacher
- Police officer
- Member of parliament

The person certifying your documents must include their name, occupation, signature and date of certification. Certification is valid for three months and must have been carried out within three months of your application.

## Section 7: Confirmation of New Zealand residency

The first time you request a KiwiSaver First Home withdrawal you must complete a statutory declaration confirming whether your principal place of residence was New Zealand for the period of your KiwiSaver membership. Going overseas on a holiday, even for several months is not considered a change of principal residence, however if you lived or worked overseas and received KiwiSaver Government Contribution, we must refund that portion of the payments back to Inland Revenue. Please note, this can take up to 10 working days to receive instructions from Inland Revenue.

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

From (dd/mm/yy) To (dd/mm/yy)

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From (dd/mm/yy) To (dd/mm/yy)

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From (dd/mm/yy) To (dd/mm/yy)

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My place of residence was New Zealand for the entire period I have been a member of KiwiSaver.

## Section 8: Privacy statement

Any information that you provide may be used by Pie Funds Management Limited (as manager of the Pie KiwiSaver Scheme) and the Supervisor (Trustees Executors Limited) and any of their respective related entities, and by other service providers to the Scheme to provide services in relation to your request. You have the right to access the information held by us and you may also request that it be corrected. If you do not provide your information, we may not be able to process your request.

Our privacy policy is available at [www.piefunds.co.nz](http://www.piefunds.co.nz)

## Section 9: Statutory declaration

A Statutory Declaration is a written statement that allows a person to declare something to be true. This page will need to 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
- Registered lawyer (as defined in the Lawyers and Conveyance Act 2006)
- A person who has legal authority to take statutory declarations in New Zealand.

*Please note that the certifier must be at least 16 years of age and cannot be related to you, your spouse or partner or a person who lives at the same address as you.*

By signing below, I agree/confirm the following:

- Completed Statutory Declaration witnessed by any person, within the last three months, who is authorised to take Statutory Declarations.
- I am a member of the Pie KiwiSaver Scheme (the Scheme) and have been a member of a KiwiSaver scheme for three or more years.
- I have not previously made a withdrawal from a KiwiSaver Scheme for a home purchase. The property I purchase in connection with this application is intended to be my principal place of residence and is in New Zealand.
- I have not previously owned an estate in land, or if I have, I attach my letter from Kāinga Ora confirming my eligibility as a Second Chance buyer.
- I agree that the Scheme 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 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 my withdrawal value will or might fluctuate based upon the unit 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 will rely on information provided in (or in connection with) this form. Accordingly I agree to indemnify the Manager 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 have permanently resided in New Zealand for the full duration of my KiwiSaver membership, other than the periods detailed in section 8 above.
- I understand \$1,000 and any amount transferred from an Australian complying superannuation scheme can't be withdrawn for a first home withdrawal.

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

Date

Declared at the following address

Name of witness

Signature of witness

Date

## Section 10: Solicitor or conveyancer's letter

### Purpose

To: Pie Funds Management Limited as Manager of the Pie KiwiSaver Scheme

Re:   
(the member)

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

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

### Documents

We enclose copies of:

- The agreement for sale and purchase of the Property with   
(the vendor)

Dated  ; and   
(the Agreement) (the purchaser)

- Our pre-printed bank deposit slip.

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

### Undertaking

We 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 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.

**For conditional sale and purchase agreements**

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 held by a stakeholder who is obliged to:
  - i) hold the funds while the Agreement is conditional; and
  - ii) repay the 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 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 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 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/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.

Solicitor or conveyancer's name

Solicitor or conveyancer's firm

Signature

Date