

Application for First Home Withdrawal

Please return the completed form and supporting documents to your Financial Adviser or to Booster.

Withdrawal to purchase a first home

Please complete this form if you would like to apply for a first home or previous home owner withdrawal.

You may be eligible to withdraw some of your KiwiSaver savings if you:

- 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; and
- have not previously held an estate in land solely, jointly with another person, or as tenants in common, or you are eligible for a home purchase withdrawal as a previous home owner.

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

This form is valid for 60 days from the date of the Statutory Declaration. You should check your eligibility for a withdrawal to purchase your first home with us or your Financial Adviser before completing this form.

Previous home owner withdrawal and KiwiSaver HomeStart grant

To find out if:

- you qualify as a previous home owner and to obtain your eligibility letter; or
- you are eligible for a KiwiSaver HomeStart grant (which is administered by Kainga Ora) contact **Kainga Ora** on **0508 935 266** or visit **www.kaingaora.govt.nz**.

We're here to help

If you have any questions, please talk to your **Financial Adviser** or call **The Booster Team**, on **0800 336 338**.

1. Personal Details

Member number

IRD number

Date of birth

D	D	M	M	Y	Y	Y	Y
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Date Month Year

Title

First names

Surname

Postal address

Home phone

Work phone

Mobile phone

Email

2. Withdrawal Details

Type of withdrawal (please tick one)

First home withdrawal

This applies to members who haven't held an estate in land before (whether alone, jointly with another person, or as tenants in common) subject to limited exceptions;

or

Previous home owner withdrawal

This applies to members who have held an estate in land before. If you are applying for a previous home owner withdrawal you will need to attach confirmation from Housing New Zealand that your financial position is what would be expected of a person who has never held an estate in land – call **Kainga Ora** on **0508 935 266** or visit **www.kaingaora.govt.nz**.

Amount of withdrawal (please tick one)

I request a partial withdrawal of \$ _____ from my Booster KiwiSaver Scheme account.

or

I request a withdrawal of all available funds* from my Booster KiwiSaver Scheme account.

* You must leave a minimum of \$1,000 as well as any amount transferred from an Australian complying superannuation scheme in your Booster KiwiSaver Scheme account after making a first home or a previous home owner withdrawal.

How the withdrawal amount will be applied (please 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 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 proportionally from each Investment Fund that you have invested in, and taken:

- firstly from your own and any employer contributions (and your investment earnings), and
- secondly from your member tax credits amount.

After you have made the withdrawal, you will remain a member of the Booster KiwiSaver Scheme and you may continue contributing to the Scheme.

Please 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 Booster and is subject to our approval. If you have any questions regarding payments in progress, you can contact us on **0800 336 338**

3. Solicitor or Conveyancing Practitioner Details

Solicitor's or Conveyancing Practitioner's name

Solicitor's or Conveyancing Practitioner's firm or company name

Address of the firm or company

Office phone

Mobile phone

Fax

Email

4. Payment Details (to be completed by the solicitor or conveyancing practitioner)

Payments of any withdrawal amount will only be made in New Zealand dollars to a solicitor or conveyancer's trust account, being a New Zealand bank account. Please pay the requested withdrawal amount to:

Bank name

Bank branch

Account name

Account details (Please attach a bank encoded deposit slip confirming the bank account the withdrawal is to be paid to).

Bank

Branch

Account number

Suffix

Payer Particulars

Payer code

Payer reference

5. Statutory Declaration

Full name of member making the declaration

I

Residential address

of

Occupation

and

do solemnly and sincerely declare that:

1. Booster may collect information provided by me. Any such information will be held by Booster and may be used by Booster to provide their services to me, including to advise me of their products and services and those of third parties. If I do not provide information when required, Booster will not be able to provide the information I want to access. Pursuant to the Privacy Act 1993 I have the right to access and correct my personal information held by Booster at any time;
2. All information I have provided in this form is true and correct;
3. I have never made a withdrawal from a KiwiSaver scheme (whether this Scheme or any scheme to which I previously belonged) for a home purchase;
4. I have been a member of a KiwiSaver Scheme for three years or more;
5. The land or property I wish to purchase is an estate in land or an interest in a dwellinghouse on Maori land located in New Zealand and is or is intended to be my principal place of residence;
6. I have never held an estate in land*, or I attach confirmation from Kainga Ora that it is satisfied my financial position is what would be expected of a person who has never held an estate in land.
* This is subject to limited exceptions (see clause 8(5) of the KiwiSaver Scheme Rules in the KiwiSaver Act 2006).
7. I understand that should the information given be incomplete or incorrect, Booster will not be able to complete its assessment of my application without receiving the complete and correct information.
8. I understand that my application for a first home or previous home owner withdrawal is subject to the approval of Booster and to Booster receiving:
 - a. a pre-printed bank deposit slip for my solicitor's or conveyancing practitioner's trust account; and
 - b. a certificate from my solicitor or conveyancing practitioner attaching a copy of the Sale and Purchase Agreement which clearly shows me as the purchaser and contains undertakings (in a form acceptable to Booster) relating to the status of that Agreement and the application of funds withdrawn; and
 - c. for an interest in a dwellinghouse on Maori land, evidence of my right to occupy the Maori land.
9. I understand that my withdrawal value will be based upon the unit price(s) at the date my request is processed and may fluctuate;
10. I understand that if the settlement (as set out in the attached Sales and Purchase Agreement) is not completed by the due date or any agreed extended date, that the funds will be repaid by my solicitor or conveyancing practitioner to Booster, as soon as practicable on my account with no deductions or disbursements having been made to the amount released to the solicitor or conveyancing practitioner;
11. I agree that Booster may obtain from my solicitor or conveyancing practitioner any additional information that it needs in order 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; and
12. **Please tick one (this relates to the withdrawal of member tax credits):**
 During my KiwiSaver membership period, there were no periods when my principal place of residence was not New Zealand, **or**
 During my KiwiSaver membership period, New Zealand has been my principal place of residence except during the periods set out below (*please specify*):

Start date

End date

Start date

End date

Start date

End date

Start date

End date

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 Member making the declaration

Declared at (place)

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Date

Month

Year

Before me

Full name of person taking the declaration

Capacity of the person authorised to take a statutory declaration

Address of the person taking the declaration

Signature of the person taking the declaration

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 including:

- 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;
- Officers 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.

6. Checklist – before returning this Withdrawal Application Form

To enable us to process your application for a first home or a previous home owner withdrawal please ensure that:

- You have answered all questions in this withdrawal application form and completed the statutory declaration in the required manner.
- If you are applying for a previous home owner withdrawal, you have attached confirmation from Kainga Ora that you qualify.
- You are fully aware of the requirements you must meet in order to qualify for this withdrawal and that final approval of your withdrawal is subject to Booster's approval process.
- You have attached a pre-printed deposit slip for your solicitor's or conveyancing practitioner's trust account and that person's letter (Section 7) has been completed.
- You have attached a copy of the Sale and Purchase Agreement identifying you as the purchaser of the relevant property.
- For an interest in a private home on Maori land, evidence of your right to occupy the Maori land.
- If you have not previously provided us with verification of your identity please attach ID verification as per the Guidance Notes attached to this withdrawal application form.**

Please return the completed withdrawal application form and supporting documents to:

- **your Financial Adviser;** or
- **Booster: by post to: Booster Investment Management Limited, PO Box 11 872, Wellington 6142**
or by email to: kiwisaver@booster.co.nz

7. Solicitor or Conveyancing Practitioner's Letter (to be completed by the solicitor or conveyancing practitioner)

To: Booster Investment Management Limited as Manager of the Booster KiwiSaver Scheme (the Scheme)

Re: **Member's Name** (the **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:

Property Details (the **Property**)

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

D	D	M	M	Y	Y	Y	Y
Date		Month		Year			

Documents

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

- The Agreement for Sale and Purchase of the Property with

Vendor's Name (the **Vendor**)

Dated (the **Agreement**); and

D	D	M	M	Y	Y	Y	Y
Date		Month		Year			

- 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 (please tick the relevant box below)

I/we undertake to you:

For unconditional sale and purchase agreements where funds are to be paid on settlement:

- 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
- 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
- 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 are being used to pay the deposit:

- 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);
- 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:
 - hold the Deposit Funds while the Agreement is conditional; and
 - 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);
- 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
- Any funds received by us/me pursuant to the Application which exceed the 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 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 of the solicitor or conveyancer (this certificate must be signed by the practice principal or a partner)

Name of the firm or company

Signature

Date

D	D	M	M	Y	Y	Y	Y
Date		Month		Year			

Guide to verification and certification of identity documents

What identification do I need to provide?

You will need to provide proof of name, date of birth and residential address.

Please ensure that you provide us with the identification from the options in the table below. All forms of identity must be current (i.e. not expired), otherwise your application won't be able to be processed. You will need to provide:

1. proof of identity; **and**
2. proof of residential address; **and**

have the documents either certified by an 'AML Trusted Referee' or verified by an authorised agent of Booster.

Proof of Identity

Option 1

One form of the following primary photographic identification:

- New Zealand passport (including the signature page)
- New Zealand firearms licence
- Passport issued by a foreign government (including the name, date of birth, photograph, New Zealand visa and signature of the person)

OR Option 2

One form of the following primary non photographic identification:

- New Zealand full birth certificate
- Certificate of New Zealand citizenship issued under the Citizenship Act 1977
- Birth certificate issued by a foreign government, the United Nations or an agency of the United Nations

Plus one form of the following secondary or supporting form of photographic identification:

- New Zealand driver licence
- 18+ Card
- Valid International driving permit

OR Option 3

New Zealand driver licence

Plus one of the following:

- Credit, debit or eftpos card, that contains the person's name and signature
- A bank statement issued to the person that is not more than 3 months old issued by a registered bank
- Super Gold Card
- A statement from a government department issued to the person that is not more than 3 months old

Proof of Residential Address

Provide a verified/certified photocopy of one of the following, issued and dated within the last 3 months, showing your current residential address:

- Utility letter
- Rates bill
- Bank account statement
- Government agency statement (Inland Revenue)
- a print out from www.whitepages.co.nz or from a bank confirming name and address (stamped by the bank).

Verification of identity documents

All copies of identification must be either certified by an 'AML Trusted Referee' or verified by an authorised agent of Booster. Verified copies must be legible and all photos must be clear. Verification is valid for three months.

The certifier/verifier must view the original document and compare it with the copy. The certifier/verifier can then sign and date the copy and print their name, occupation and a statement as follows:

"I verify that this is a true copy of the original document sighted by me today and represents the identity of the named individual".

Persons able to certify documents

- Chartered Accountant
- Registered medical doctor
- Registered teacher
- Kaumatua
- Member of the Police
- An NZ Honorary Consul
- Minister of Religion
- A person who has legal authority to take statutory declarations in New Zealand

Persons able to certify documents and witness statutory declarations

- Lawyer
- Justice of the Peace
- Notary Public
- Member of Parliament