

Please post or courier original documents to AFC, PO Box 12 287, Thorndon, Wellington 6144

This form is to be completed by members who wish to purchase a first home under the KiwiSaver rules. We must receive the original forms and a copy of a sale and purchase agreement before we can make payment.

1. Personal details

Title	First name	Middle name(s)							
<input type="text"/>	<input type="text"/>	<input type="text"/>							
Surname									
<input type="text"/>									
Date of birth	Phone								
<table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y	<input type="text" value="(0)"/>
D	D	M	M	Y	Y	Y	Y		
Postal address	Number / Street / PO Box								
<input type="text"/>	<input type="text"/>								
	Suburb / City	Postcode							
<input type="text"/>	<input type="text"/>	<input type="text"/>							
Email address - Please do not use your church email address									
<input type="text"/>									

2. Withdrawal options

Please choose one option

First home purchase withdrawal request
See notes - Section A

Previous owner's home withdrawal request
See notes - Section B

3. Withdrawal amount

Please choose one option

All eligible funds in my KiwiSaver account at the time of withdrawal

A partial withdrawal of \$
or all eligible funds at the time of the withdrawal if this is a lesser amount.

See notes - Section C

4. How withdrawal will be applied

Please choose one option

Deposit
The funds withdrawn will be applied (in the first instance) towards paying a deposit on the property (with any residue then applied towards the balance of the purchase price at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).

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The funds withdrawn will be applied solely towards paying the purchase price of the property at settlement.

5. Payment details

The Baptist Union Superannuation Scheme (Scheme) can only make a payment in New Zealand dollars to a solicitor's or conveyancing practitioner's trust account. It must be a New Zealand bank account.

Solicitor or Practitioner's name

Firm

Contact	Daytime phone	Email address
	<input type="text" value="(0)"/>	<input type="text"/>
Postal address	Number / Street / PO Box	
	<input type="text"/>	
	Suburb / City	Postcode
	<input type="text"/>	<input type="text"/>

6. Statutory declaration

I,

of

solemnly and sincerely declare that all the information provided in or with this application is true and correct and that:

1. I am a member of the Baptist Union Superannuation Scheme and have been a member of a KiwiSaver scheme or a complying superannuation fund for at least three years;
2. I have never made a withdrawal from a KiwiSaver scheme or Complying Superannuation Fund for home purchase;
3. The property I purchase in connection with this application is intended to be my personal place of residence;
4. I have never owned an estate in land or if I have, I attach written confirmation from Kāinga Ora confirming my eligibility for a previous owner's home withdrawal;
5. I understand that should the information given be incomplete or incorrect, the Trustee will not be able to complete their assessment of my home purchase withdrawal application;
6. I understand that acceptance of my application for a home purchase withdrawal is subject to the approval of the Trustee and to the Trustee receiving:
 - i. a pre-printed bank deposit slip for my solicitor's or conveyancing practitioner's trust account; and
 - ii. 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 the Trustee) relating to the status of that Agreement and the application of funds withdrawn;
7. I understand that the value of my withdrawal amount will be calculated at the date my request is processed and may fluctuate;
8. I agree that the Trustee may obtain from my solicitor or conveyancing practitioner any additional information that they need 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);

9. While I have been a member of the CSF Balance section of the Baptist Union Superannuation Scheme:

Please choose one option

I have had my principal place of residence in New Zealand for the entire period of my CSF Balance membership.

I have had my principal place of residence in New Zealand for the entire period that I have been a member of KiwiSaver, with the exception of the following periods, during which I lived overseas.

From

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

 to

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

From

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

 to

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

and during my time living overseas I was was not working for a charitable organisation.

10. 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

--

Declared at

Place

 this

Day

 day of

Month & year

Signature of Witness

Your signature must be witnessed by a Justice of the Peace, a Solicitor, a Court Registrar (or Deputy Registrar) or any other person authorised to take statutory declarations.

Before me:	Signature of witness <table border="1"><tr><td> </td></tr></table>		Official stamp <table border="1"><tr><td> </td></tr></table>	
Printed name <table border="1"><tr><td> </td></tr></table>				
Position <table border="1"><tr><td> </td></tr></table>				

Privacy Act

The personal information you provide in this form and any further information that you provide will be held securely by Anglican Financial Care. Information held about you will not be disclosed outside Anglican Financial Care without your prior consent, except to the Trustee of the Scheme or where required by law. You have the right to access and/or correct any personal information about you held by us.

7. Notes

Section A - First home purchase withdrawal

You can withdraw funds for a first home purchase if:

- » you have been a member of a KiwiSaver scheme or a complying superannuation fund for at least three years; and
- » have not previously made a home purchase withdrawal from this scheme or any other KiwiSaver scheme; and
- » this withdrawal is to be used to purchase your principal place of residence (i.e. not a rental property) in New Zealand; and
- » you have not previously owned an estate in land¹ alone or jointly or you are eligible for a previous owner's home withdrawal.

¹ Limited exceptions apply, including where you have only ever owned (or co-owned) land as a trustee - contact us if you would like more information.

Section B - Previous owner's home withdrawal

If you are seeking a previous owner's home withdrawal, then you will need to meet the requirements in the first three bullet points above and also enclose confirmation from Kāinga Ora stating that it is satisfied you are a "qualifying person" for the purpose of the previous owner's home withdrawal facility. For more information, or to complete the necessary form, please contact Kāinga Ora on 0508 935 266 or visit its website www.kaingaora.govt.nz.

Section C - Withdrawal amount

You must leave a minimum of \$1,000.

- » Any amount withdrawn will be:
 - › first from your own and any employer contributions (and your investment earnings), and
 - › second from your member tax credit.
- » Following any withdrawal, you will remain a Scheme member and the KiwiSaver Act contribution requirements will continue to apply.
- » The Scheme will adjust your withdrawal transaction for any tax liability arising as a result of your withdrawal request.
- » Acceptance of your home purchase withdrawal request is at the discretion of the Trustee.

8. Letter of undertaking

Together with your completed withdrawal application form, we require a letter of undertaking from your solicitor or conveyancing practitioner. There are two alternative letters of undertaking depending on whether the funds are to be used towards the deposit or at settlement included with this application.

Please post or courier original documents to AFC, PO Box 12 287, Thorndon, Wellington 6144

1. Solicitor's or Practitioner's letter

To: Trustee of the Baptist Union Superannuation Scheme

Full name of Member

Re: (the Member)

We refer to the Member's application for a home purchase withdrawal from the Baptist Union Superannuation Scheme (the Application), which relates to the intended purchase of

Number / Street

(the Property)

Suburb / City

Postcode

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

2. Documents

We enclose copies of:

The agreement for sale and purchase of the Property with

Full name of the vendor

(the Vendor)

dated (the Agreement) and our pre-printed bank deposit slip.

We confirm that we act for the Member, who is interested in purchasing the Property under the Agreement.

3. Undertaking

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. 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 above are 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 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 firm

Name of Partner / Principal certifying

Signature of Partner / Principal

Date

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

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(the Vendor)

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We confirm that we act for the Member, who is interested in purchasing the Property under the Agreement.

3. Undertaking

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 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.

I confirm that I hold a current Practising Certificate issued pursuant to the Lawyers and Conveyancers Act 2006

Name of firm

Name of Partner / Principal certifying

Signature of Partner / Principal

Date

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

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Please use the checklist provided to ensure you have included all of the required documents with your application.

If anything is missing we will contact you and ask you for the information. This will add time to the processing of your application as we must have the original documents posted or couriered to us before we can make payment.

Please allow a minimum of 7 working days to process your application once all of the documents have arrived in our office.

You should allow posting / courier time into your application process.

Documents

Have you included the following documents?

- Original copy of the Home purchase withdrawal application completed by the Member
- If you are applying under the previous owner's home withdrawal category you must include a copy of your approval from Kāinga Ora.
- Original copy of the appropriate Solicitor's or Practitioner's letter signed by the practice partner or principal.
- A copy of the Sale and Purchase agreement. This document must show your name as a purchaser.