

Aurora KiwiSaver Scheme

First or Second-Chance Home Withdrawal Form

1. Member Details

Date of Birth

 / /

Daytime Phone Number

Mobile

Title

First Name(s)

Surname

IRD Number

Home Address

City

Postcode

Email Address

2. Withdrawal Details

Type of withdrawal (*please select one*)

First Home Withdrawal

This applies to members who have not held an estate in land before (whether alone, jointly or as tenants in common with another person)

Māori Land – First Home Withdrawal (for the purchase of an estate in land or interest in a dwelling house on Māori land)

This applies to members who are purchasing an interest in a dwelling house on Māori land and who have not held an estate in land before (whether alone, jointly or as tenants in common with another person). You will need to attach certified evidence of your right to occupy this Māori land.

Second-Chance Home Withdrawal

This 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 confirmation from Kāinga Ora that you qualify.

Timing of withdrawal (*please select one*)

Funds to be applied at settlement; **OR**

Funds to be applied for a deposit (with any balance paid at settlement).

Amount of withdrawal (please tick one)

Subject to the requirements of the trust deed for the Aurora KiwiSaver Scheme, I request a:

Full Withdrawal – A withdrawal of my full available balance from my member account.*

Partial Withdrawal – A partial withdrawal of \$ from my member account.
The release of funds will be your and your employer's contributions first and member tax credits second.

Any partial withdrawal will be deducted proportionally from each investment fund that you have invested in. If you make a withdrawal of your full available balance from the Aurora KiwiSaver Scheme, you will remain a member of the Aurora KiwiSaver Scheme and you may continue contributing to the Aurora KiwiSaver Scheme.

Please note, we will adjust your withdrawal transaction for any tax liability arising as a result of your withdrawal request. Acceptance of your first or second-chance home withdrawal request is at our discretion.

If settlement under the sale and purchase agreement is not completed by the due date in the sale and purchase agreement or any agreed extended date, the funds will be repaid to us as soon as practicable on account of the member with no deductions or disbursements.

The first or second-chance home withdrawal request will be processed by us. If you have any questions regarding payments in progress, you can contact us on 0508 287 672 or email: hello@aurora.co.nz

* You are required to leave \$1,000 and any funds transferred from an Australian Complying Superannuation Scheme in your account.

3. Residency Overseas

To ensure that the correct Government Contribution payments have been made to your account, please tick the statement that applies and, if relevant, provide any periods you have lived outside of New Zealand since you have joined KiwiSaver (Travel/Holiday Periods not required).

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

During my KiwiSaver membership, there were periods where my principal place of residence was not New Zealand (Travel/Holiday Periods not required). These periods were:

Departed from New Zealand

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

Returned to New Zealand

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

4. Solicitor or Conveyancing Practitioner Details

Solicitor's Name

Solicitor's Firm

Postal Address

Email Address

Phone Number

5. Privacy Statement

I acknowledge that the Privacy Act 2020 gives me the right to access and correct personal information held by Implemented Investment Solutions (including associated entities and agents) and the Supervisor. I agree that the information in this withdrawal form, and any information provided by me at any later date, may be used to administer Implemented Investment Solutions.

6. Statutory Declaration

I, (Full Name)

and (Occupation)

of (Residential Address of person making declaration)

solemnly and sincerely declare and agree that:

- I have read the privacy information in section 5 of this first or second-chance home withdrawal form;
- I have never made a withdrawal from a KiwiSaver scheme (whether Aurora or any scheme to which I previously belonged) for a first or second-chance home withdrawal before;
- I have been a member of a KiwiSaver scheme or complying superannuation fund for three years or more;
- I have permanently resided in New Zealand for the full duration of my KiwiSaver membership, other than the periods previously detailed in section 3;
- The property I am purchasing is intended to be my principal place of residence, and the property is in New Zealand;
- Except where this application relates to a second-chance home withdrawal, I have either not held an estate in land before, or any previous estate was or is held on the basis described in Rule 8(5) of the KiwiSaver Scheme Rules;
- I understand that should the information given in this application be incomplete or incorrect you will not be able to complete your assessment of my application without receiving the complete and correct information;
- I understand that my application for a first or second-chance home withdrawal is subject to your approval, and you receiving:
 - i) a pre-printed bank deposit slip for my solicitor's trust account; and
 - ii) a certificate from my solicitor enclosing a copy of the sale and purchase agreement which clearly shows me as the purchaser and contains an undertaking (in a form acceptable to you) that either:
 - (a) the vendor and purchaser are unconditionally obliged to settle the sale and purchase; or
 - (b) if the vendor and purchaser are not unconditionally obliged to settle the sale and purchase, that the payment of any amount of withdrawal will be held by a stakeholder who is obliged to hold the amount until the agreement is unconditional; and
 - iii) an undertaking (in a form acceptable to you) from my solicitor that:
 - (a) if the vendor and purchaser are unconditionally obliged to settle the sale and purchase, that any funds received pursuant to this application will be paid to the vendor as part of the purchase price (or, if the sale does not settle, by the due date or any extended date, returned to the Aurora KiwiSaver Scheme with no deductions or disbursements); or
 - (b) if the vendor and purchaser are not unconditionally obliged to settle the sale and purchase, that the stakeholder is obliged to repay to my solicitor any funds received pursuant to this application if the sale does not settle (except where the non-completion is due to my default) and my solicitor will repay those funds to the Aurora KiwiSaver Scheme with no deductions or disbursements
 - iv) if applicable, my confirmation from Kāinga Ora that I qualify for a second chance home withdrawal;
 - v) if applicable, proof I have the right to occupy the Māori land; and
 - vi) certified and dated copies of identification and proof of residential address as noted on the following page.
- I understand that my withdrawal value will be based upon the market value of my investments at the date my request is processed;
- I agree that any solicitor who has or will provide information about my first or second-chance home withdrawal may be approached by you and I hereby authorise such solicitor to give such further information in relation to this purchase as requested by you. A photocopy of this authorisation shall be read as the original; and
- The information provided by me is true and correct.

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 Member

Declared before me

On

 / /

Place

Name

Position (Justice of the Peace, solicitor of the High Court of New Zealand, Notary Public, or other person authorised to take statutory declarations)

Signature of Witness

Insert stamp here

Identity Verification

You do not need to complete the identity verification if you are currently an Aurora Client and have completed the AML process with us before.

To verify your identity, we need a certified copy of a document from one of the options below. Please attach copies of the requested document (please circle which documents you are providing). If you cannot provide a document from option 1, then provide documents from option 2 or 3.

If you are unable to provide a certified copy of your identification or residential address as outlined above, contact us on **0508 287 672** or email **hello@aurora.co.nz**. If you are posting us a copy of your identification, the copy must be recently certified (in the previous three months) as a true copy of the original which represents your identity by a Solicitor, a Justice of the Peace or a Notary Public.

OPTION 1: EITHER your current passport (showing NZ residency if applicable) OR your current Firearms Licence **OR**;

OPTION 2: Your birth certificate **AND ONE** of the following:
BOTH SIDES of your 18+ card **OR** Kiwi Access card; **OR BOTH SIDES** of your current New Zealand Driver Licence **OR**;

OPTION 3: **BOTH SIDES** of your current New Zealand Driver Licence **AND ONE** of the following:
BOTH SIDES of a bank credit, debit or Eftpos card containing your name; **OR** a recent bank statement;
OR a recent statement from a government agency (i.e. dated within the past 12 months).

For applicants under 18, please also provide a certified copy of a birth certificate (if it has not already been provided). All parents/guardians who sign this form on behalf of an applicant under 18 must also provide their certified identification and certified proof of residential address.

To verify your address, we need a certified copy of a: recent bank statement (i.e. dated within the past 12 months) **OR** recent utility bill showing your name and residential address. For applicants under 18, please provide a certified copy of your parents/guardians residential address.

PLEASE DO NOT POST ORIGINAL IDENTITY DOCUMENTS

CHECKLIST

Before returning this application, please ensure that:

- You have answered all questions in the first or second chance home withdrawal form in the required manner;
- You have completed the statutory declaration with your full name, occupation and residential address in the required manner;
- You have provided a correctly certified and dated photocopy of identification and proof of residential address as listed above;
- If you are applying for a second chance home withdrawal, you have attached confirmation from Kāinga Ora that you qualify;

- If you are applying for a first home withdrawal to purchase an interest in a dwelling house on Māori land, you have attached certified evidence you have the right to occupy this Māori land;
- 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 our approval process;
- You have attached a pre-printed deposit slip for your solicitor's trust account, a copy of the sale and purchase agreement and your solicitor's certificate and undertaking.

Mail to: PO Box 37757, Parnell, Auckland 1151

SOLICITOR OR CONVEYANCER'S LETTER

FUNDS TO BE APPLIED AT SETTLEMENT

To: Implemented Investment Solutions as issuer and manager of the Aurora KiwiSaver Scheme (the Scheme)

Re: (the Member)

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

The settlement date for the purchase of the Property is

 / /

Documents

I enclose copies of the following:

1. the Agreement for sale and purchase of the Property with

(the Vendor)

Dated

 / / (the Agreement);

2. our Trust Account pre-printed bank deposit slip;

The Property

Dated

 / /

3. if applicable, confirmation from Kāinga Ora that the Member qualifies for a second chance withdrawal; and
4. if applicable, proof the Member has the right to occupy the Māori land.

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

Undertakings

I 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 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 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.

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

Name of Firm/Company

Email

Name of Principal/Partner certifying

Signature

Date

 / /

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

SOLICITOR OR CONVEYANCER'S LETTER

FUNDS TO BE APPLIED FOR DEPOSIT (WITH ANY BALANCE PAID AT SETTLEMENT)

To: Implemented Investment Solutions as issuer and manager of the Aurora KiwiSaver Scheme (the Scheme)

Re: (the Member)

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

The deposit for the purchase of the Property is required to be paid by

 / /

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

 / /

The stakeholder in respect of the purchase is

Documents

I enclose copies of the following:

1. the Agreement for sale and purchase of the Property with

(the Vendor)

Dated

 / /

(the Agreement);

2. our Trust Account pre-printed bank deposit slip;

The Property

Dated

 / /

The Stakeholder

3. if applicable, confirmation from Kāinga Ora that the Member qualifies for a second chance withdrawal; and
4. if applicable, proof the Member has the right to occupy the Māori land.

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

Undertakings

I 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, and the Vendor and the Purchaser(s) are not yet contractually obliged to settle;
2. any funds received by me pursuant to the Application (the Funds) are to be applied towards paying a deposit under the Agreement (the Deposit Funds) and they will be held by the stakeholder who is obliged to
 - a. hold the Deposit Funds while the Agreement is conditional ; and
 - b. repay the Deposit Funds to me if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date (except where non-compliance of the settlement is due to the purchaser's default);
3. I 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 me if settlement is not completed; and

4. Any funds received by me pursuant to the Application which exceed the amount to be applied towards paying the deposit under the Agreement:

- a. Will be paid to the Vendor as part of the purchase price on settlement of the Agreement; or
- b. If the settlement under the Agreement is not completed by the due date in the Agreement or any extended date, 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.

Name of Firm/Company

Email

Name of Principal/Partner certifying

Signature

Date

 / /

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