



## DEFENCE FORCE SUPERANNUATION SCHEME

# HOME PURCHASE WITHDRAWAL

(Categories A & C members)



### IMPORTANT NOTICE

A **minimum** of 10 working days is required from receipt of your fully completed form in order to arrange payment of your withdrawal request. This form must be accompanied by all required supporting information and your solicitor's letter of undertaking.

If you are a member of another Category in the Defence Force Superannuation Scheme and / or a member of a KiwiSaver scheme and want to apply to withdraw funds from these schemes, you will need to complete additional appropriate form(s).

### PRIVACY STATEMENT

To protect your information, Defence Force Superannuation Scheme (the Scheme) has a Privacy Policy, which you can access by contacting the scheme's Inquiries and Privacy Officer. Personal information on this form and in relation to your account will be handled to provide and manage your withdrawal request.

The Manager abides by the Privacy Act 1993, and you have the right to access and request correction of personal information held about you.

Please print in black or blue pen, in uppercase, one character per box and  all that apply.

## STEP 1 – MEMBER DETAILS

In this section we need to confirm that you are who you say you are.

Member number

         

Date of birth

  /   /    

Title: Mr  Mrs  Ms  Miss  Other

First name

Middle name(s)

Surname

### Residential address

NUMBER	STREET NAME
SUBURB	
CITY	POSTCODE

### Mailing address (if different from residential address)

NUMBER	STREET NAME
SUBURB	
CITY	POSTCODE

### Telephone

Mobile

         

Daytime

         

Email



Please note that this form is for the withdrawal of Category A and C funds only. To apply to withdraw any Category B funds, you will need to complete the DF15 B form, in addition to this one.

Member number          **STEP 2 – WITHDRAWAL DETAILS**Type of withdrawal (please tick  one) **A First Home Withdrawal**

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

OR

 **B Previous Home Owner/Current Home Owner Withdrawal**

This applies to members who have held an estate in land before but no longer have a share in property or own a property in a different area to where they are being posted. If you are applying for a second-chance home withdrawal you will need to attach confirmation from Housing New Zealand that you qualify.

Amount of withdrawal (please tick  one)

Subject to the requirements of the Trust Deed for the Scheme, I request:

 a partial withdrawal\* of \$  from my Category A or C account

OR

 a withdrawal of my full available Category A/C\* balance. The amount withdrawn must be less than the purchase price of the property.How will the withdrawal 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.**STEP 3 – SOLICITOR OR CONVEYANCER'S DETAILS**

Solicitor or Conveyancer's\* Name (please print)

Solicitor or Conveyancer's Firm

Mailing address

NUMBER	STREET NAME
SUBURB	
CITY	POSTCODE

Telephone

       

Email

\* Definition of 'conveyancer': A person licensed to prepare legal documents and facilitate the sale and purchase of Real Estate.

**STEP 4 – CONFIRMING YOUR IDENTITY**Copies of your documents can be certified by: Padre, NZDF Solicitor, Justice of the Peace or Notary Public. The Confirmation of Identity Guide is available on [force4families.nzdf.mil.nz](http://force4families.nzdf.mil.nz) to help complete this step. When confirming your identity please provide photocopies of the appropriate pages containing name, date of birth, photograph and signature.**To the certifier:** The certifier must view the original document(s) (not a fax, photocopy or scan) before writing their Full Name, Occupation, Date and Signature and make a statement to the effect that the document(s) provided are a true copy and represent the identity of the named individual. Certification is valid for 3 months.

PROVIDE A CERTIFIED PHOTOCOPY OF CURRENT AND VALID DOCUMENTS

Confirm your identity by providing:

OPTION 1 – A certified photocopy of ONE of:

 A NZ / overseas passport  A NZ firearms licence  An overseas government national identity cardOR OPTION 2 – A certified photocopy of ONE of: **+** ONE of: A NZ / international driver's licence  A NZ / overseas birth certificate  
 An 18+ card  A NZ / overseas citizenship certificateOR OPTION 3 – A certified photocopy of: **+** ONE of: A New Zealand driver's licence  A credit card, debit or EFTPOS card issued by a NZ bank with the name and signature on the card  
 A SuperGold card or Community Services card

Member number

**STEP 5 – STATUTORY DECLARATION**

I, , of   
Print full name Address

,   
Address Occupation

**being a member of the Defence Force Superannuation Scheme (the Scheme) confirm and declare that:**

- As a Category A or C member, I have read the privacy information at the front of this scheme home withdrawal form.
- The property I am purchasing is intended to be my principal place of residence.
- I am purchasing this property in my own name and not as a trustee.
- I have either not held an estate in land before, or any previous estate or if this is not the case, I attach confirmation from Housing NZ confirming that I am a Qualifying Person.
- I understand that should the information be incomplete or inaccurate, the Manager will not be able to complete its assessment of my application without receiving the correct and complete information.
- I understand and accept that neither the Manager nor the Supervisor nor NZDF accepts any liability for delays in processing this withdrawal request including liability for any loss or penalty I may sustain as a result of delay or failure in completion of settlement of my intended property purchase.
- I understand that my application for a first or second chance home withdrawal is subject to the approval of the Supervisor, and the Supervisor receiving:
  1. a pre-printed bank deposit slip for my solicitor's or conveyancer's trust account; and
  2. a certificate from my solicitor or conveyancer 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 the Supervisor) relating to the nature of the agreement and the application of funds withdrawn.
- I agree that NZDF, the Supervisor and the Manager may share, use and obtain information about me and allow third parties, including financial advisers, to have access to my personal information to the extent reasonably necessary to meet their respective legal obligations, administer my account, provide financial advice or to promote to me products or financial services that may be of interest.  
 My personal information may be disclosed to the Manager, NZDF and my employer, and other third parties (including any parent/guardian) as required, to the extent necessary for the purposes of providing and managing my account and processing this withdrawal request.  
 I have the right to access and request correction of personal information held about me.
- I understand that my withdrawal value will be based upon the unit price(s) at the date my request is processed.
- I understand that should my property purchase not proceed for whatever reason, the withdrawn funds will be returned to the Manager for reinvestment in my superannuation scheme at the then prevailing unit price.
- I agree that any solicitor or conveyancer who has or will provide information about my first or second chance home withdrawal may be approached by the Manager, and I hereby authorise such solicitor or conveyancer to give such further information in relation to this purchase as may be requested by the Manager. A photocopy of this authorisation shall be read as the original.
- I understand that if I am purchasing bare land to subsequently build my home upon it, my application must be received by Mercer before I purchase the land. I also understand that the funds may not be used to fund the building of my property.

**I solemnly and sincerely declare that** the information I have provided and the above statements are 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 at  this  day of  20

Location Day Month Year

Before me (Please print)   
Lawyer, Justice of the Peace, Notary Public or other person authorised to take Statutory Declarations.

Signature

Member number         **SOLICITOR OR CONVEYANCER'S CERTIFICATE****IMPORTANT NOTICE:** The Manager will require a **minimum** of 10 working days from receipt of this fully completed form in order to arrange payment of your withdrawal request.**To: Mercer (N.Z.) Limited as Manager of the Defence Force Superannuation Scheme (the Scheme)**Re: (member's name)  (the Member).**Reference:**  (Member's Number).We refer to the Member's application for a home purchase withdrawal from the Scheme (the Application), which relates to the purchase of (details of property)  (the Property).The settlement date for the purchase of the Property is (date)   /   /    .**DOCUMENTS**

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 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:

- for unconditional sale and purchase agreements where funds are 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 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 for 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.

Signature:

Name: Name of Firm: DATED: **Please send your completed application to:** Defence Force Superannuation Scheme, PO Box 1849, Wellington 6140 or to [nzdf@mercero.com](mailto:nzdf@mercero.com).



## DEFENCE FORCE SUPERANNUATION SCHEME HOME PURCHASE WITHDRAWAL

Please ensure that you provide us with a **minimum of 10 working days** processing time, from the date that your application form and all other required documents are received, until the settlement date. If you do not allow sufficient time, then your application may not be able to be processed in time to meet the settlement date.



**STOP: Before you submit your application, please take a moment to ensure that all of the below criteria have been met. If you submit an incomplete application, even with the intention of sending on other parts of it when they become available, this could mean that your application is delayed.**

### Have you enclosed all of the following?

1. A fully completed application form including a completed statutory declaration
2. A completed and signed solicitor's or conveyancer's certificate
3. A copy of the sale and purchase agreement clearly showing you as the purchaser, and a Deed of Nomination if applicable.
4. A pre-printed deposit slip for your solicitor's or conveyancer's trust account
5. Proof of your identity
6. (*Previous Home Owner / Current Home Owner option only*):   
Status letter or posting papers for the home purchase option.