



### Solicitor's Certificate

This is the required format of your Solicitors Certificate regarding your First Home or Second Chance Home withdrawal. It must be supplied word for word to meet the withdrawal requirements of the KiwiSaver Act.

DATE OF LETTER

AMP KiwiSaver Scheme  
Freepost 170  
PO Box 55  
Shortland Street  
Auckland

To: **AMP Wealth Management New Zealand Limited** as Manager of the AMP KiwiSaver Scheme (the **Scheme**)

Re: **MEMBER'S NAME** (the **Member**)

Reference: **MEMBER'S KIWISAVER NUMBER**

I/we refer to the Member's application for a home purchase withdrawal from the Scheme (the Application), which relates to the intended purchase of **INSERT DETAILS OF PROPERTY** (the Property).

The currently anticipated settlement date for the purchase of the Property is **INSERT DATE**.

#### Documents

I/we enclose copies of the following:

1. the Agreement for Sale and Purchase of the Property with **INSERT NAME** (the Vendor) dated **INSERT DATE** (the Agreement); and
2. our pre-printed bank deposit slip.

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

#### Undertakings

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 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.

DATE

NAME OF FIRM/COMPANY

NAME OF PRINCIPAL/PARTNER CERTIFYING

SIGNATURE

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