

If you are building a house on your own customary land or have already built a house but wish to carry out maintenance or improvement, you will have to complete a "Clan Land Usage Agreement" form. In the absence of a proper legal title, this document serves as proof of your ownership of land by customary right.

**Refer to sample:**

## CLAN LAND USAGE AGREEMENT FORM

We, the undersigned being representative of \_\_\_\_\_ Clan from \_\_\_\_\_ Village, in Sub-District of \_\_\_\_\_ Province, hereby acknowledge that (Member Name) \_\_\_\_\_ has the right under Customary Land for his/her family entire life for the purpose of constructing a dwelling house. We certify that all the Village and Clan Leaders of this community have given their consent and further authorise the member to improve the piece of land for the benefit of his/her family.

1. **Name:** \_\_\_\_\_  
(Clan Elder/Village Elder) (Signature) (Date)

2. **Name:** \_\_\_\_\_  
(Clan Elder/Village Elder) (Signature) (Date)

3. **Name:** \_\_\_\_\_  
(Clan Elder/Village Elder) (Signature) (Date)

4. As the Priest/Pastor/Church leader of this Community known as \_\_\_\_\_ I certify that the above person is a member of this Community and that all the above signatures are leaders for the said Clan and Village.

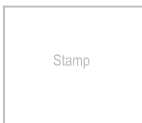
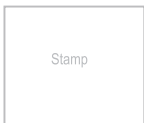
**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

5. This member is entitled to the area of land called \_\_\_\_\_ and bordered by the following visible signs:

\_\_\_\_\_ (stone/creek/tree/other distinctive features), as per description attached)

6. **Member Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

7. Stamped by two of the following: Local church stamp; village stamp; local community government stamp; or local Commissioner of Oath.



For more information please call  
Phone: 313 1849 or  
Email: [housing@nasfund.com.pg](mailto:housing@nasfund.com.pg)

**National Superannuation Fund Limited**  
P.O. Box 5791, Boroko, National Capital District  
p +675 313 1829 / 7373 3029 f +675 320 3624 / 320 1625  
[www.nasfund.com.pg](http://www.nasfund.com.pg)

**NASFUND Call Centre**

Phone: **1588**

Email: [help@nasfund.com.pg](mailto:help@nasfund.com.pg)

**Boroko Service Centre**

p +675 313 1808 f +675 323 3559  
e [bkostaff@nasfund.com.pg](mailto:bkostaff@nasfund.com.pg)

**Port Moresby Service Centre**

p +675 313 1942 f +675 320 0913  
e [pombranchstaff@nasfund.com.pg](mailto:pombranchstaff@nasfund.com.pg)

**Lae Office**

P.O. Box 2451, Lae, MP  
p +675 472 2178 f +675 472 5791  
e [laestaff@nasfund.com.pg](mailto:laestaff@nasfund.com.pg)

**Mt Hagen Office**

P.O. Box 1539, Mt Hagen, WHP  
p +675 542 1948 f +675 542 3134  
e [hgnstaff@nasfund.com.pg](mailto:hgnstaff@nasfund.com.pg)

**Kokopo Office**

P.O. Box 2079, Kokopo, ENBP  
p +675 982 9730 f +675 982 8731  
e [kpostaff@nasfund.com.pg](mailto:kpostaff@nasfund.com.pg)

**Madang Office**

P.O. Box 579, Madang, MP  
p +675 422 3850 f +675 422 1847  
e [mdgstaff@nasfund.com.pg](mailto:mdgstaff@nasfund.com.pg)

**Kimbe Office**

P.O. Box 935, Kimbe, WNBP  
p +675 983 4114 f +675 983 4115  
e [kbestaff@nasfund.com.pg](mailto:kbestaff@nasfund.com.pg)

**Bialla Service Centre**

P.O. Box 106, Bialla, WNBP  
p +675 983 1078 f +675 983 1152  
e [bialla@nasfund.com.pg](mailto:bialla@nasfund.com.pg)

**Goroka Office**

P.O. Box 595, Goroka, EHP  
p +675 532 1089 f +675 532 1086  
e [gkastaff@nasfund.com.pg](mailto:gkastaff@nasfund.com.pg)

**Wabag Office**

P.O. Box 193, Wabag, EP  
p +675 547 1074 f +675 547 1142  
e [wabag@nasfund.com.pg](mailto:wabag@nasfund.com.pg)

**Wewak Office**

P.O. Box 728, Wewak, ESP  
p +675 456 1010 f +675 456 1436  
e [wwkstaff@nasfund.com.pg](mailto:wwkstaff@nasfund.com.pg)

**Tabubil Office**

P.O. Box 133, Tabubil, WP  
p +675 649 8091 f +675 649 8051  
e [tblstaff@nasfund.com.pg](mailto:tblstaff@nasfund.com.pg)

**Alotau Office**

P.O. Box 423, Alotau, MBP  
p +675 641 0162 f +675 641 0164  
e [alostaff@nasfund.com.pg](mailto:alostaff@nasfund.com.pg)

**Popondetta Office**

P.O. Box 619, Popondetta, OP  
p +675 627 7400 f +675 629 7295  
e [popstaff@nasfund.com.pg](mailto:popstaff@nasfund.com.pg)

**Kavieng Office**

P.O. Box 70, Kavieng, NIP  
p +675 984 1353 f +675 984 1399  
e [kvgstaff@nasfund.com.pg](mailto:kvgstaff@nasfund.com.pg)

**Lihir Service Centre**

P.O. Box 300, Lihir, NIP  
p +675 986 4451 f +675 986 4844  
e [lihirstaff@nasfund.com.pg](mailto:lihirstaff@nasfund.com.pg)

**Buka Office**

P.O. Box 446, Buka, ARB  
p +675 973 9050 f +675 973 9250  
e [bukastaff@nasfund.com.pg](mailto:bukastaff@nasfund.com.pg)

**Vanimo Office**

P.O. Box 63, Vanimo, WSP  
p +675 457 0997 f +675 457 1874  
e [vaistaff@nasfund.com.pg](mailto:vaistaff@nasfund.com.pg)

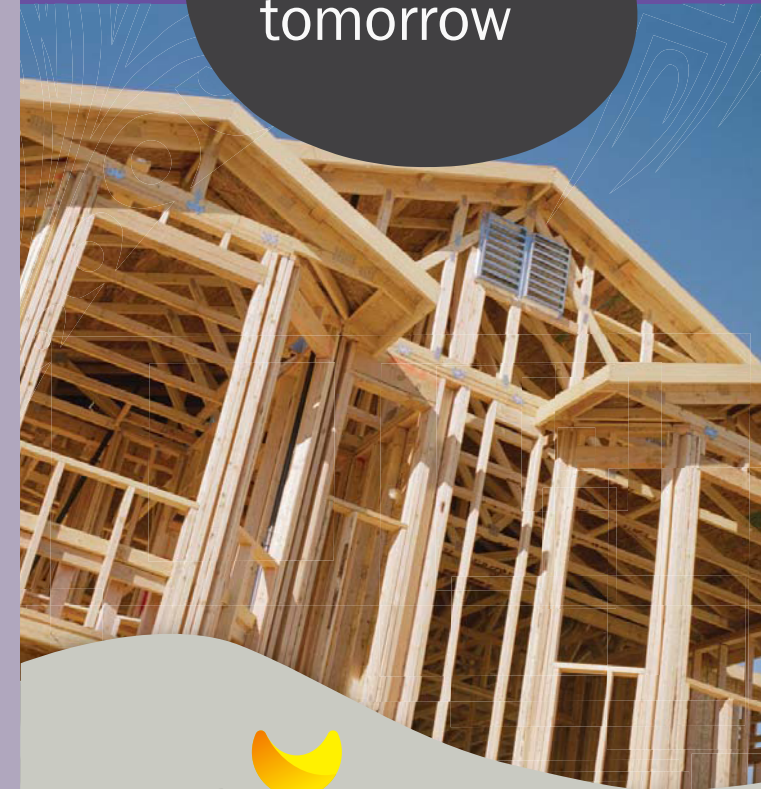
**Lorengau Office**

P.O. Box 238, Lorengau, MP  
p +675 970 9518 f +675 970 9866  
e [manus@nasfund.com.pg](mailto:manus@nasfund.com.pg)

# HOUSING ADVANCE SCHEME

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## What is the Housing Advance Scheme?

The NASFUND Housing Advance Scheme is a benefit that is offered to Members who qualify to withdraw part of their contributions to assist them to purchase or build their homes.

### Eligibility Criteria

If you are applying for the First Time then:

- You must have been a member of NASFUND or other ASF for a minimum of 5 years (s.90(4)).

If you are applying for the Second or Subsequent Time then:

- The home financed by the advance is sold and the first advance had already been repaid in full (s.90(4)(f)); or
- The application is for maintenance and renovation to the existing house, provided the application falls within the Exception to the Rule.

### Limitation to the benefit

Having qualified to participate in the Housing Advance Scheme, the extent of the benefit is limited in three respects:

- The advance will only be approved if you intend to use it only for the purpose of;
  - Purchasing or constructing a home (s.90(4)(a));
  - The home is or will be your principal place of residence (s.09(4)(a)).
- The amount you are entitled to receive is limited to a maximum of 100% of your own contribution. This excludes your employer contribution and accumulated interest.
- If you are applying for the second or subsequent time, the amount you are entitled to receive shall not exceed the amount you received in the first advance (s.90(4)(f)).

## Exception to the Rule

There are exceptions to the general rule that the advance can only be granted for the purpose of purchasing or constructing your principal place of residence. These exceptions as approved by the ASFPNG are:

- In relations to an existing principal place of residence, the advance can only be granted for the purpose of purchasing:
  - Solar panels
  - Power generators
  - Stove
  - Refrigerator
  - Dining chairs and table
  - Water tank and pump
- Advance can also be granted to meet the cost of substantial renovation or improvements to an existing principal place of residence for a value exceeding K1,000.00;
- If your principal place of residence is been constructed in the village then a nominal amount of up to K600.00 can be granted to pay for village labour and transportation cost of housing materials.

### Conditions for the Advance

Before the advance is paid, you will be required to produce evidence of ownership of the land or house. If you are building your house or making renovations to your existing house situated on:

- State Land: You will be required to produce a copy of the Title as evidence of your ownership of the land or house; or
- Customary Land: You will be required to complete and produce a "Clan Land Usage Agreement" form as evidence of your customary right to build on that land.

## Payment of Advance

- If any additional loan is required then the advance will be paid directly to the Bank to form a loan from that Bank to the member (s.90(4)(i)(i))
- If the house is been purchased then payment will be paid directly to the person selling the house (s.90(4)(i)(ii))
- If the house is being constructed then payment will be made directly to the builder or the supplier of building materials (s.90(4)(i)(ii))
- Under no circumstances will the advance be paid directly to the member (s.90(4)(i))
- Member to show proof of 2% deduction towards Housing Advance repayment is effected before Funds are released.

### Repayment of Advance

You shall increase your rate of contribution by a further 2% until you have fully repaid the advance (s.90(4)(d)).

If at any time you sell your house, then you must from the proceeds of sale, repay the outstanding balance of the advance to NASFUND or if you have transferred to another ASF, then to that other ASF (s.90(4)(d)).

### Completion of repayment

The member can only stop repaying the advance in two ways:

- Complete paying the advance in full; or
- Cease to be a member of NASFUND.

### Breach

Any breach of the Superannuation Act or misuse of the Housing Advance will render the application void. The Fund will cancel the application already paid or seek to recover the Advance.