

# **Compliance Workpapers**

**Awuolkiir SMSF**

**Financial Year - 2023**



**Fund Details**

<b>Fund Name</b>	Awuolkiir SMSF
<b>Contact no</b>	
<b>Financial Year</b>	2023
<b>Established Date</b>	15/11/2021
<b>ABN</b>	24 335 785 956
<b>TFN</b>	699269033
<b>Trustee Type</b>	Individual
<b>Trustees</b>	Chol Garang Ajang Achien
<b>ACN</b>	

**Review Points**

Reference : Assets / Investments / Other Assets

Subject : Other Assets

Addressed : Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	The trustees cannot provide anything to support the assets.	Joan Sayas	05/12/2023 04:18 PM	

**Statement of Financial Position**

Assets	Qty	2023	2022	Change (\$)	Change (%)	
<b>Investments</b>	0.00	54,265.00	48,500.00	5,765.00	11.89	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Other Assets</b>	0.00	54,265.00	48,500.00	5,765.00	11.89	
Munno Para	1.00	14,882.50	12,000.00	2,882.50	24.02	
Salisbury	1.00	39,382.50	36,500.00	2,882.50	7.90	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Other Assets</b>	0.00	23,583.52	20,575.19	3,008.33	14.62	
<b>Cash At Bank</b>	0.00	23,583.52	20,575.19	3,008.33	14.62	
Commonwealth Bank Direct Investment Account	0.00	23,583.52	20,575.19	3,008.33	14.62	<a href="#">WP-1</a>
<b>Total Assets</b>	0.00	77,848.52	69,075.19	8,773.33	12.70	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
<b>Income Tax Payable</b>	0.00	2,915.80	1,660.00	1,255.80	75.65	<a href="#">WP-1</a> <a href="#">WP-2</a> <a href="#">WP-3</a>
Income Tax Payable	0.00	1,660.00	0.00	1,660.00	100.00	
Provision for Income Tax	0.00	1,255.80	1,660.00	-404.20	24.35	
<b>Total Liabilities</b>	0.00	2,915.80	1,660.00	1,255.80	75.65	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
<b>Member Entitlement Accounts</b>	0.00	74,932.72	67,415.19	7,517.53	11.15	<a href="#">WP-1</a> <a href="#">WP-2</a>
Mr Ajang Achien	0.00	32,700.77	29,880.57	2,820.20	9.44	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Accumulation	0.00	32,700.77	29,880.57	2,820.20	9.44	
<b>Mr Chol Garang</b>	0.00	42,231.95	37,534.62	4,697.33	12.51	
Accumulation	0.00	42,231.95	37,534.62	4,697.33	12.51	
<b>Total Member Entitlements</b>	0.00	74,932.72	67,415.19	7,517.53	11.15	

## Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
<b>Investment Income</b>	405.90	6.14	399.76	6,510.75	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Interest</b>	405.90	6.14	399.76	6,510.75	
<b>Cash At Bank</b>	405.90	6.14	399.76	6,510.75	
Commonwealth Bank Direct Investment Account	405.90	6.14	399.76	6,510.75	
<b>Member Receipts</b>	10,567.43	69,069.05	-58,501.62	84.70	
<b>Contributions</b>	10,167.16	3,530.42	6,636.74	187.99	<a href="#">WP-1</a>
<b>Employer</b>	10,167.16	3,530.42	6,636.74	187.99	
Mr Ajang Achien	4,107.17	1,161.29	2,945.88	253.67	<a href="#">WP-1</a> <a href="#">WP-2</a>
Mr Chol Garang	6,059.99	2,369.13	3,690.86	155.79	<a href="#">WP-1</a>
<b>Rollovers In</b>	400.27	65,538.63	-65,138.36	99.39	<a href="#">WP-1</a>
Mr Ajang Achien	0.00	29,358.19	-29,358.19	100.00	
Mr Chol Garang	400.27	36,180.44	-35,780.17	98.89	
<b>Total Income</b>	10,973.33	69,075.19	-58,101.86	84.11	
Expenses	2023	2022	Change (\$)	Change (%)	
<b>Other Expenses</b>	2,200.00	0.00	2,200.00	100.00	<a href="#">WP-1</a>
Accountancy Fee	1,870.00	0.00	1,870.00	100.00	
Auditor Fee	330.00	0.00	330.00	100.00	
<b>Total Expenses</b>	2,200.00	0.00	2,200.00	100.00	

Income Tax	2023	2022	Change (\$)	Change (%)	
<b>Income Tax Expense</b>	1,255.80	1,660.00	-404.20	24.35	<a href="#">WP-1</a> <a href="#">WP-2</a>
Income Tax Expense	1,255.80	1,660.00	-404.20	24.35	
<b>Total Income Tax</b>	1,255.80	1,660.00	-404.20	24.35	
<b>Net Profit(Loss) Total</b>	7,517.53	67,415.19			

## Lump Sum Payment - Good to Go

Great news! After review there is nothing that requires your attention.



**Preservation Components**

							Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
			Prior Year			Current Year				
Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount			
<b>Mr Ajang Achien (Age: 52 at 30/06/2023)</b>										
Accumulation	Accumulation	29,880.57	0.00	0.00	32,700.77	0.00	0.00			
<b>Mr Chol Garang (Age: 52 at 30/06/2023)</b>										
Accumulation	Accumulation	37,534.62	0.00	0.00	42,231.95	0.00	0.00			

**Tax Component Verification (Accumulation)**

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Mr Ajang Achien (Age: 52 at 30/06/2023)				
	Accumulation		0.00	0.00
Mr Chol Garang (Age: 52 at 30/06/2023)				
	Accumulation		0.00	0.00

## Work Test - Good to Go

Great news! After review there is nothing that requires your attention.

### Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
Current Year Contributions			Concessional	Non-Concessional
<p>Mr Chol Garang Date of Birth: 01/07/1970 (Age: 52 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		100,130.87	0.00
	Maximum cap available		127,630.87	110,000.00
	Contributions made (to this fund)		6,059.99	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		6,059.99	0.00
	Amount above caps		0.00	0.00
<p>Mr Ajang Achien Date of Birth: 01/07/1970 (Age: 52 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		101,338.71	0.00
	Maximum cap available		128,838.71	110,000.00
	Contributions made (to this fund)		4,107.17	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		4,107.17	0.00
	Amount above caps		0.00	0.00

## Negative Balance - Good to Go

Great news! After review there is nothing that requires your attention.

## Contra Bank Entries - Good to Go

Great news! After review there is nothing that requires your attention.

## Income Comparison - Good to Go

Great news! After review there is nothing that requires your attention.

### Benefits Paid to Member < 60 - Good to Go

Great news! After review there is nothing that requires your attention.



## Retirement Condition - Good to Go

Great news! After review there is nothing that requires your attention.

### Market Value - Not Applicable

The system did not find any data to process.

### Pension Limit - Not Applicable

The system did not find any data to process.

## Tax Effective Allocation of Pension Payment (Member Level) - Not Applicable

The system did not find any data to process.

## Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

## Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

## Tax Effective Allocation of Pension Payment (Pension Account Level) - Not Applicable

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
<b>Member Receipts / Rollovers In / Mr Chol Garang</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/11/2022	Direct Credit 089636 REST 100000003285713661	0.00	0.00	400.27	400.27
30/06/2023	Closing Balance	0.00	0.00	0.00	400.27
<b>Member Receipts / Contributions / Employer / Mr Ajang Achien</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-133992399	0.00	0.00	272.66	272.66
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-134055816	0.00	0.00	272.66	545.32
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194670739	0.00	0.00	272.66	817.98
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194672368	0.00	0.00	272.66	1,090.64
30/08/2022	Direct Credit 481471 SuperChoice P/L PC240822-176353545	0.00	0.00	545.32	1,635.96
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235338	0.00	0.00	272.66	1,908.62
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235600	0.00	0.00	272.66	2,181.28
20/10/2022	Direct Credit 012721 ATO ATO003000017378387	0.00	0.00	17.27	2,198.55
25/10/2022	Direct Credit 481471 SuperChoice P/L PC191022-197612615	0.00	0.00	545.32	2,743.87



Date	Description	Quantity	Debits	Credits	Balance
06/12/2022	Direct Credit 481471 SuperChoice P/L PC301122-102858219	0.00	0.00	817.98	3,561.85
04/01/2023	Direct Credit 481471 SuperChoice P/L PC281222-194155821	0.00	0.00	545.32	4,107.17
30/06/2023	Closing Balance	0.00	0.00	0.00	4,107.17
<b>Member Receipts / Contributions / Employer / Mr Chol Garang</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
12/07/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3249249414	0.00	0.00	642.34	642.34
10/08/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3271929425	0.00	0.00	882.39	1,524.73
13/09/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3297646344	0.00	0.00	869.35	2,394.08
12/10/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3320062745	0.00	0.00	671.68	3,065.76
09/11/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3342025632	0.00	0.00	690.60	3,756.36
13/12/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3367112351	0.00	0.00	864.08	4,620.44
10/01/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3384732948	0.00	0.00	711.98	5,332.42
09/02/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3406419703	0.00	0.00	727.57	6,059.99
30/06/2023	Closing Balance	0.00	0.00	0.00	6,059.99
<b>Investment Income / Interest / Cash At Bank / Commonwealth Bank Direct Investment Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Credit Interest	0.00	0.00	3.00	3.00
01/08/2022	Credit Interest	0.00	0.00	7.26	10.26
01/09/2022	Credit Interest	0.00	0.00	15.84	26.10
01/10/2022	Credit Interest	0.00	0.00	27.09	53.19
01/11/2022	Credit Interest	0.00	0.00	35.17	88.36
01/12/2022	Credit Interest	0.00	0.00	37.93	126.29
01/01/2023	Credit Interest	0.00	0.00	44.14	170.43
01/02/2023	Credit Interest	0.00	0.00	46.93	217.36
01/03/2023	Credit Interest	0.00	0.00	41.43	258.79
01/04/2023	Credit Interest	0.00	0.00	47.71	306.50
01/05/2023	Credit Interest	0.00	0.00	47.86	354.36
01/06/2023	Credit Interest	0.00	0.00	51.54	405.90
30/06/2023	Closing Balance	0.00	0.00	0.00	405.90

**Other Expenses / Accountancy Fee**

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/02/2023	Wdl Branch SALISBURY	0.00	1,870.00	0.00	1,870.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,870.00

**Other Expenses / Auditor Fee**

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/02/2023	Wdl Branch SALISBURY	0.00	330.00	0.00	330.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	330.00
<b>Income Tax Expense / Income Tax Expense</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
04/07/2022	Fund Income Tax	0.00	40.90	0.00	40.90
04/07/2022	Fund Income Tax	0.00	40.90	0.00	81.80
12/07/2022	Fund Income Tax	0.00	96.35	0.00	178.15
03/08/2022	Fund Income Tax	0.00	40.90	0.00	219.05
03/08/2022	Fund Income Tax	0.00	40.90	0.00	259.95
10/08/2022	Fund Income Tax	0.00	132.36	0.00	392.31
30/08/2022	Fund Income Tax	0.00	81.80	0.00	474.11
13/09/2022	Fund Income Tax	0.00	130.40	0.00	604.51
28/09/2022	Fund Income Tax	0.00	40.90	0.00	645.41
28/09/2022	Fund Income Tax	0.00	40.90	0.00	686.31
12/10/2022	Fund Income Tax	0.00	100.75	0.00	787.06
20/10/2022	Fund Income Tax	0.00	2.59	0.00	789.65
25/10/2022	Fund Income Tax	0.00	81.80	0.00	871.45
09/11/2022	Fund Income Tax	0.00	103.59	0.00	975.04
06/12/2022	Fund Income Tax	0.00	122.70	0.00	1,097.74
13/12/2022	Fund Income Tax	0.00	129.61	0.00	1,227.35
04/01/2023	Fund Income Tax	0.00	81.80	0.00	1,309.15

Date	Description	Quantity	Debits	Credits	Balance
10/01/2023	Fund Income Tax	0.00	106.80	0.00	1,415.95
09/02/2023	Fund Income Tax	0.00	109.14	0.00	1,525.09
30/06/2023	Fund Income Tax	0.00	0.00	269.29	1,255.80
30/06/2023	Closing Balance	0.00	0.00	0.00	1,255.80
<b>Investments - Munno Para</b>					
01/07/2022	Opening Balance	1.00	0.00	0.00	12,000.00
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	1,750.00	0.00	13,750.00
23/01/2023	Wdl Branch ELIZABETH	0.00	882.50	0.00	14,632.50
18/04/2023	Wdl Branch ELIZABETH	0.00	250.00	0.00	14,882.50
30/06/2023	Closing Balance	1.00	0.00	0.00	14,882.50
<b>Investments - Salisbury</b>					
01/07/2022	Opening Balance	1.00	0.00	0.00	36,500.00
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	1,750.00	0.00	38,250.00
23/01/2023	Wdl Branch ELIZABETH	0.00	882.50	0.00	39,132.50
18/04/2023	Wdl Branch ELIZABETH	0.00	250.00	0.00	39,382.50
30/06/2023	Closing Balance	1.00	0.00	0.00	39,382.50
<b>Cash At Bank - Commonwealth Bank Direct Investment Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	20,575.19
01/07/2022	Credit Interest	0.00	3.00	0.00	20,578.19

Date	Description	Quantity	Debits	Credits	Balance
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-133992399	0.00	272.66	0.00	20,850.85
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-134055816	0.00	272.66	0.00	21,123.51
12/07/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3249249414	0.00	642.34	0.00	21,765.85
01/08/2022	Credit Interest	0.00	7.26	0.00	21,773.11
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194670739	0.00	272.66	0.00	22,045.77
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194672368	0.00	272.66	0.00	22,318.43
10/08/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3271929425	0.00	882.39	0.00	23,200.82
30/08/2022	Direct Credit 481471 SuperChoice P/L PC240822-176353545	0.00	545.32	0.00	23,746.14
01/09/2022	Credit Interest	0.00	15.84	0.00	23,761.98
13/09/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3297646344	0.00	869.35	0.00	24,631.33
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235338	0.00	272.66	0.00	24,903.99
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235600	0.00	272.66	0.00	25,176.65
01/10/2022	Credit Interest	0.00	27.09	0.00	25,203.74
12/10/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3320062745	0.00	671.68	0.00	25,875.42
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	0.00	3,500.00	22,375.42

Date	Description	Quantity	Debits	Credits	Balance
20/10/2022	Direct Credit 012721 ATO ATO003000017378387	0.00	17.27	0.00	22,392.69
25/10/2022	Direct Credit 481471 SuperChoice P/L PC191022-197612615	0.00	545.32	0.00	22,938.01
01/11/2022	Credit Interest	0.00	35.17	0.00	22,973.18
03/11/2022	Direct Credit 089636 REST 100000003285713661	0.00	400.27	0.00	23,373.45
09/11/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3342025632	0.00	690.60	0.00	24,064.05
01/12/2022	Credit Interest	0.00	37.93	0.00	24,101.98
06/12/2022	Direct Credit 481471 SuperChoice P/L PC301122-102858219	0.00	817.98	0.00	24,919.96
13/12/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3367112351	0.00	864.08	0.00	25,784.04
01/01/2023	Credit Interest	0.00	44.14	0.00	25,828.18
04/01/2023	Direct Credit 481471 SuperChoice P/L PC281222-194155821	0.00	545.32	0.00	26,373.50
10/01/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3384732948	0.00	711.98	0.00	27,085.48
23/01/2023	Wdl Branch ELIZABETH	0.00	0.00	1,765.00	25,320.48
01/02/2023	Credit Interest	0.00	46.93	0.00	25,367.41
09/02/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3406419703	0.00	727.57	0.00	26,094.98
23/02/2023	Wdl Branch SALISBURY	0.00	0.00	2,200.00	23,894.98
01/03/2023	Credit Interest	0.00	41.43	0.00	23,936.41

Date	Description	Quantity	Debits	Credits	Balance
01/04/2023	Credit Interest	0.00	47.71	0.00	23,984.12
18/04/2023	Wdl Branch ELIZABETH	0.00	0.00	500.00	23,484.12
01/05/2023	Credit Interest	0.00	47.86	0.00	23,531.98
01/06/2023	Credit Interest	0.00	51.54	0.00	23,583.52
30/06/2023	Closing Balance	0.00	0.00	0.00	23,583.52
<b>Other Assets - Unsettled Trades / Acquisitions / Other Assets / Munno Para</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	0.00	1,750.00	1,750.00
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	1,750.00	0.00	0.00
23/01/2023	Wdl Branch ELIZABETH	0.00	0.00	882.50	882.50
23/01/2023	Wdl Branch ELIZABETH	0.00	882.50	0.00	0.00
18/04/2023	Wdl Branch ELIZABETH	0.00	0.00	250.00	250.00
18/04/2023	Wdl Branch ELIZABETH	0.00	250.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Unsettled Trades / Acquisitions / Other Assets / Salisbury</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	0.00	1,750.00	1,750.00
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	1,750.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
23/01/2023	Wdl Branch ELIZABETH	0.00	0.00	882.50	882.50
23/01/2023	Wdl Branch ELIZABETH	0.00	882.50	0.00	0.00
18/04/2023	Wdl Branch ELIZABETH	0.00	0.00	250.00	250.00
18/04/2023	Wdl Branch ELIZABETH	0.00	250.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / Commonwealth Bank Direct Investment Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Credit Interest	0.00	0.00	3.00	3.00
01/07/2022	Credit Interest	0.00	3.00	0.00	0.00
01/08/2022	Credit Interest	0.00	0.00	7.26	7.26
01/08/2022	Credit Interest	0.00	7.26	0.00	0.00
01/09/2022	Credit Interest	0.00	0.00	15.84	15.84
01/09/2022	Credit Interest	0.00	15.84	0.00	0.00
01/10/2022	Credit Interest	0.00	0.00	27.09	27.09
01/10/2022	Credit Interest	0.00	27.09	0.00	0.00
01/11/2022	Credit Interest	0.00	0.00	35.17	35.17
01/11/2022	Credit Interest	0.00	35.17	0.00	0.00
01/12/2022	Credit Interest	0.00	0.00	37.93	37.93
01/12/2022	Credit Interest	0.00	37.93	0.00	0.00
01/01/2023	Credit Interest	0.00	0.00	44.14	44.14



Date	Description	Quantity	Debits	Credits	Balance
01/01/2023	Credit Interest	0.00	44.14	0.00	0.00
01/02/2023	Credit Interest	0.00	0.00	46.93	46.93
01/02/2023	Credit Interest	0.00	46.93	0.00	0.00
01/03/2023	Credit Interest	0.00	0.00	41.43	41.43
01/03/2023	Credit Interest	0.00	41.43	0.00	0.00
01/04/2023	Credit Interest	0.00	0.00	47.71	47.71
01/04/2023	Credit Interest	0.00	47.71	0.00	0.00
01/05/2023	Credit Interest	0.00	0.00	47.86	47.86
01/05/2023	Credit Interest	0.00	47.86	0.00	0.00
01/06/2023	Credit Interest	0.00	0.00	51.54	51.54
01/06/2023	Credit Interest	0.00	51.54	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Rollovers In / Mr Chol Garang</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/11/2022	Direct Credit 089636 REST 100000003285713661	0.00	400.27	0.00	400.27
03/11/2022	RolloverIn Received	0.00	0.00	400.27	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Contributions / Mr Ajang Achien</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
04/07/2022	Contribution Received	0.00	0.00	272.66	272.66
04/07/2022	Contribution Received	0.00	0.00	272.66	545.32
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-133992399	0.00	272.66	0.00	272.66
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-134055816	0.00	272.66	0.00	0.00
03/08/2022	Contribution Received	0.00	0.00	272.66	272.66
03/08/2022	Contribution Received	0.00	0.00	272.66	545.32
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194670739	0.00	272.66	0.00	272.66
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194672368	0.00	272.66	0.00	0.00
30/08/2022	Contribution Received	0.00	0.00	545.32	545.32
30/08/2022	Direct Credit 481471 SuperChoice P/L PC240822-176353545	0.00	545.32	0.00	0.00
28/09/2022	Contribution Received	0.00	0.00	272.66	272.66
28/09/2022	Contribution Received	0.00	0.00	272.66	545.32
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235338	0.00	272.66	0.00	272.66
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235600	0.00	272.66	0.00	0.00
20/10/2022	Contribution Received	0.00	0.00	17.27	17.27
20/10/2022	Direct Credit 012721 ATO ATO003000017378387	0.00	17.27	0.00	0.00
25/10/2022	Contribution Received	0.00	0.00	545.32	545.32

Date	Description	Quantity	Debits	Credits	Balance
25/10/2022	Direct Credit 481471 SuperChoice P/L PC191022-197612615	0.00	545.32	0.00	0.00
06/12/2022	Contribution Received	0.00	0.00	817.98	817.98
06/12/2022	Direct Credit 481471 SuperChoice P/L PC301122-102858219	0.00	817.98	0.00	0.00
04/01/2023	Contribution Received	0.00	0.00	545.32	545.32
04/01/2023	Direct Credit 481471 SuperChoice P/L PC281222-194155821	0.00	545.32	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Contributions / Mr Chol Garang</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
12/07/2022	Contribution Received	0.00	0.00	642.34	642.34
12/07/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3249249414	0.00	642.34	0.00	0.00
10/08/2022	Contribution Received	0.00	0.00	882.39	882.39
10/08/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3271929425	0.00	882.39	0.00	0.00
13/09/2022	Contribution Received	0.00	0.00	869.35	869.35
13/09/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3297646344	0.00	869.35	0.00	0.00
12/10/2022	Contribution Received	0.00	0.00	671.68	671.68
12/10/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3320062745	0.00	671.68	0.00	0.00
09/11/2022	Contribution Received	0.00	0.00	690.60	690.60

Date	Description	Quantity	Debits	Credits	Balance
09/11/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3342025632	0.00	690.60	0.00	0.00
13/12/2022	Contribution Received	0.00	0.00	864.08	864.08
13/12/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3367112351	0.00	864.08	0.00	0.00
10/01/2023	Contribution Received	0.00	0.00	711.98	711.98
10/01/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3384732948	0.00	711.98	0.00	0.00
09/02/2023	Contribution Received	0.00	0.00	727.57	727.57
09/02/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3406419703	0.00	727.57	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Accountancy Fee</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/02/2023	Wdl Branch SALISBURY	0.00	0.00	1,870.00	1,870.00
23/02/2023	Wdl Branch SALISBURY	0.00	1,870.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Auditor Fee</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/02/2023	Wdl Branch SALISBURY	0.00	0.00	330.00	330.00
23/02/2023	Wdl Branch SALISBURY	0.00	330.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
<b>Income Tax Payable / Income Tax Payable</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Fund Tax Finalisation	0.00	0.00	1,660.00	1,660.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,660.00
<b>Income Tax Payable / Provision for Income Tax</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	1,660.00
01/07/2022	Fund Tax Finalisation	0.00	1,660.00	0.00	0.00
04/07/2022	Tax Effect Of Income	0.00	0.00	40.90	40.90
04/07/2022	Tax Effect Of Income	0.00	0.00	40.90	81.80
12/07/2022	Tax Effect Of Income	0.00	0.00	96.35	178.15
03/08/2022	Tax Effect Of Income	0.00	0.00	40.90	219.05
03/08/2022	Tax Effect Of Income	0.00	0.00	40.90	259.95
10/08/2022	Tax Effect Of Income	0.00	0.00	132.36	392.31
30/08/2022	Tax Effect Of Income	0.00	0.00	81.80	474.11
13/09/2022	Tax Effect Of Income	0.00	0.00	130.40	604.51
28/09/2022	Tax Effect Of Income	0.00	0.00	40.90	645.41
28/09/2022	Tax Effect Of Income	0.00	0.00	40.90	686.31
12/10/2022	Tax Effect Of Income	0.00	0.00	100.75	787.06
20/10/2022	Tax Effect Of Income	0.00	0.00	2.59	789.65
25/10/2022	Tax Effect Of Income	0.00	0.00	81.80	871.45

Date	Description	Quantity	Debits	Credits	Balance
09/11/2022	Tax Effect Of Income	0.00	0.00	103.59	975.04
06/12/2022	Tax Effect Of Income	0.00	0.00	122.70	1,097.74
13/12/2022	Tax Effect Of Income	0.00	0.00	129.61	1,227.35
04/01/2023	Tax Effect Of Income	0.00	0.00	81.80	1,309.15
10/01/2023	Tax Effect Of Income	0.00	0.00	106.80	1,415.95
09/02/2023	Tax Effect Of Income	0.00	0.00	109.14	1,525.09
30/06/2023	Tax Effect Of Income	0.00	269.29	0.00	1,255.80
30/06/2023	Closing Balance	0.00	0.00	0.00	1,255.80
<b>Fund Suspense / Commonwealth Bank Direct Investment Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Credit Interest	0.00	0.00	3.00	3.00
01/07/2022	Credit Interest	0.00	3.00	0.00	0.00
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-133992399	0.00	0.00	272.66	272.66
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-133992399	0.00	272.66	0.00	0.00
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-134055816	0.00	0.00	272.66	272.66
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-134055816	0.00	272.66	0.00	0.00
12/07/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3249249414	0.00	0.00	642.34	642.34

Date	Description	Quantity	Debits	Credits	Balance
12/07/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3249249414	0.00	642.34	0.00	0.00
01/08/2022	Credit Interest	0.00	0.00	7.26	7.26
01/08/2022	Credit Interest	0.00	7.26	0.00	0.00
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194670739	0.00	0.00	272.66	272.66
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194670739	0.00	272.66	0.00	0.00
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194672368	0.00	0.00	272.66	272.66
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194672368	0.00	272.66	0.00	0.00
10/08/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3271929425	0.00	0.00	882.39	882.39
10/08/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3271929425	0.00	882.39	0.00	0.00
30/08/2022	Direct Credit 481471 SuperChoice P/L PC240822-176353545	0.00	0.00	545.32	545.32
30/08/2022	Direct Credit 481471 SuperChoice P/L PC240822-176353545	0.00	545.32	0.00	0.00
01/09/2022	Credit Interest	0.00	0.00	15.84	15.84
01/09/2022	Credit Interest	0.00	15.84	0.00	0.00
13/09/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3297646344	0.00	0.00	869.35	869.35
13/09/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3297646344	0.00	869.35	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235338	0.00	0.00	272.66	272.66
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235338	0.00	272.66	0.00	0.00
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235600	0.00	0.00	272.66	272.66
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235600	0.00	272.66	0.00	0.00
01/10/2022	Credit Interest	0.00	0.00	27.09	27.09
01/10/2022	Credit Interest	0.00	27.09	0.00	0.00
12/10/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3320062745	0.00	0.00	671.68	671.68
12/10/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3320062745	0.00	671.68	0.00	0.00
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	0.00	1,750.00	1,750.00
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	0.00	1,750.00	3,500.00
18/10/2022	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	0.00	3,500.00	0.00	0.00
20/10/2022	Direct Credit 012721 ATO ATO003000017378387	0.00	0.00	17.27	17.27
20/10/2022	Direct Credit 012721 ATO ATO003000017378387	0.00	17.27	0.00	0.00
25/10/2022	Direct Credit 481471 SuperChoice P/L PC191022-197612615	0.00	0.00	545.32	545.32
25/10/2022	Direct Credit 481471 SuperChoice P/L PC191022-197612615	0.00	545.32	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
01/11/2022	Credit Interest	0.00	0.00	35.17	35.17
01/11/2022	Credit Interest	0.00	35.17	0.00	0.00
03/11/2022	Direct Credit 089636 REST 100000003285713661	0.00	0.00	400.27	400.27
03/11/2022	Direct Credit 089636 REST 100000003285713661	0.00	400.27	0.00	0.00
09/11/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3342025632	0.00	0.00	690.60	690.60
09/11/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3342025632	0.00	690.60	0.00	0.00
01/12/2022	Credit Interest	0.00	0.00	37.93	37.93
01/12/2022	Credit Interest	0.00	37.93	0.00	0.00
06/12/2022	Direct Credit 481471 SuperChoice P/L PC301122-102858219	0.00	0.00	817.98	817.98
06/12/2022	Direct Credit 481471 SuperChoice P/L PC301122-102858219	0.00	817.98	0.00	0.00
13/12/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3367112351	0.00	0.00	864.08	864.08
13/12/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3367112351	0.00	864.08	0.00	0.00
01/01/2023	Credit Interest	0.00	0.00	44.14	44.14
01/01/2023	Credit Interest	0.00	44.14	0.00	0.00
04/01/2023	Direct Credit 481471 SuperChoice P/L PC281222-194155821	0.00	0.00	545.32	545.32
04/01/2023	Direct Credit 481471 SuperChoice P/L PC281222-194155821	0.00	545.32	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
10/01/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3384732948	0.00	0.00	711.98	711.98
10/01/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3384732948	0.00	711.98	0.00	0.00
23/01/2023	Wdl Branch ELIZABETH	0.00	0.00	882.50	882.50
23/01/2023	Wdl Branch ELIZABETH	0.00	0.00	882.50	1,765.00
23/01/2023	Wdl Branch ELIZABETH	0.00	1,765.00	0.00	0.00
01/02/2023	Credit Interest	0.00	0.00	46.93	46.93
01/02/2023	Credit Interest	0.00	46.93	0.00	0.00
09/02/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3406419703	0.00	0.00	727.57	727.57
09/02/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3406419703	0.00	727.57	0.00	0.00
23/02/2023	Wdl Branch SALISBURY	0.00	0.00	330.00	330.00
23/02/2023	Wdl Branch SALISBURY	0.00	0.00	1,870.00	2,200.00
23/02/2023	Wdl Branch SALISBURY	0.00	2,200.00	0.00	0.00
01/03/2023	Credit Interest	0.00	0.00	41.43	41.43
01/03/2023	Credit Interest	0.00	41.43	0.00	0.00
01/04/2023	Credit Interest	0.00	0.00	47.71	47.71
01/04/2023	Credit Interest	0.00	47.71	0.00	0.00
18/04/2023	Wdl Branch ELIZABETH	0.00	0.00	250.00	250.00
18/04/2023	Wdl Branch ELIZABETH	0.00	0.00	250.00	500.00

Date	Description	Quantity	Debits	Credits	Balance
18/04/2023	Wdl Branch ELIZABETH	0.00	500.00	0.00	0.00
01/05/2023	Credit Interest	0.00	0.00	47.86	47.86
01/05/2023	Credit Interest	0.00	47.86	0.00	0.00
01/06/2023	Credit Interest	0.00	0.00	51.54	51.54
01/06/2023	Credit Interest	0.00	51.54	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Member Entitlement Accounts / Mr Ajang Achien / Accumulation</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	29,880.57
04/07/2022	Contribution Tax Withheld	0.00	40.90	0.00	29,839.67
04/07/2022	Contribution Tax Withheld	0.00	40.90	0.00	29,798.77
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-133992399	0.00	0.00	272.66	30,071.43
04/07/2022	Direct Credit 481471 SuperChoice P/L PC280622-134055816	0.00	0.00	272.66	30,344.09
03/08/2022	Contribution Tax Withheld	0.00	40.90	0.00	30,303.19
03/08/2022	Contribution Tax Withheld	0.00	40.90	0.00	30,262.29
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194670739	0.00	0.00	272.66	30,534.95
03/08/2022	Direct Credit 481471 SuperChoice P/L PC280722-194672368	0.00	0.00	272.66	30,807.61
30/08/2022	Contribution Tax Withheld	0.00	81.80	0.00	30,725.81
30/08/2022	Direct Credit 481471 SuperChoice P/L PC240822-176353545	0.00	0.00	545.32	31,271.13

Date	Description	Quantity	Debits	Credits	Balance
28/09/2022	Contribution Tax Withheld	0.00	40.90	0.00	31,230.23
28/09/2022	Contribution Tax Withheld	0.00	40.90	0.00	31,189.33
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235338	0.00	0.00	272.66	31,461.99
28/09/2022	Direct Credit 481471 SuperChoice P/L PC210922-157235600	0.00	0.00	272.66	31,734.65
20/10/2022	Contribution Tax Withheld	0.00	2.59	0.00	31,732.06
20/10/2022	Direct Credit 012721 ATO ATO003000017378387	0.00	0.00	17.27	31,749.33
25/10/2022	Contribution Tax Withheld	0.00	81.80	0.00	31,667.53
25/10/2022	Direct Credit 481471 SuperChoice P/L PC191022-197612615	0.00	0.00	545.32	32,212.85
06/12/2022	Contribution Tax Withheld	0.00	122.70	0.00	32,090.15
06/12/2022	Direct Credit 481471 SuperChoice P/L PC301122-102858219	0.00	0.00	817.98	32,908.13
04/01/2023	Contribution Tax Withheld	0.00	81.80	0.00	32,826.33
04/01/2023	Direct Credit 481471 SuperChoice P/L PC281222-194155821	0.00	0.00	545.32	33,371.65
30/06/2023	Contribution Tax	0.00	0.00	0.01	33,371.66
30/06/2023	Income Taxes Allocated	0.00	0.00	118.47	33,490.13
30/06/2023	Investment Profit or Loss	0.00	789.36	0.00	32,700.77
30/06/2023	Closing Balance	0.00	0.00	0.00	32,700.77

Member Entitlement Accounts / Mr Chol Garang / Accumulation

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	37,534.62
12/07/2022	Contribution Tax Withheld	0.00	96.35	0.00	37,438.27
12/07/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3249249414	0.00	0.00	642.34	38,080.61
10/08/2022	Contribution Tax Withheld	0.00	132.36	0.00	37,948.25
10/08/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3271929425	0.00	0.00	882.39	38,830.64
13/09/2022	Contribution Tax Withheld	0.00	130.40	0.00	38,700.24
13/09/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3297646344	0.00	0.00	869.35	39,569.59
12/10/2022	Contribution Tax Withheld	0.00	100.75	0.00	39,468.84
12/10/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3320062745	0.00	0.00	671.68	40,140.52
03/11/2022	Direct Credit 089636 REST 100000003285713661	0.00	0.00	400.27	40,540.79
09/11/2022	Contribution Tax Withheld	0.00	103.59	0.00	40,437.20
09/11/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3342025632	0.00	0.00	690.60	41,127.80
13/12/2022	Contribution Tax Withheld	0.00	129.61	0.00	40,998.19
13/12/2022	Direct Credit 361578 QUICKSUPER QUICKSPR3367112351	0.00	0.00	864.08	41,862.27
10/01/2023	Contribution Tax Withheld	0.00	106.80	0.00	41,755.47
10/01/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3384732948	0.00	0.00	711.98	42,467.45
09/02/2023	Contribution Tax Withheld	0.00	109.14	0.00	42,358.31

Date	Description	Quantity	Debits	Credits	Balance
09/02/2023	Direct Credit 361578 QUICKSUPER QUICKSPR3406419703	0.00	0.00	727.57	43,085.88
30/06/2023	Income Taxes Allocated	0.00	0.00	150.81	43,236.69
30/06/2023	Investment Profit or Loss	0.00	1,004.74	0.00	42,231.95
30/06/2023	Closing Balance	0.00	0.00	0.00	42,231.95

## Permanent Documents

<a href="#">OCR_Trustee Declaration_Chol.pdf</a>
<a href="#">OCR_Trustee Declaration_Ajang.pdf</a>
<a href="#">OCR_Investment Strategy.pdf</a>
<a href="#">OCR_Trust Deed.pdf</a>

## Additional Documents

[OCR\\_Additional Investment - \\$3500.pdf](#)



# Self-managed superannuation fund annual return **2023**

## Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2023* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2023* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via [ABR.gov.au](http://ABR.gov.au) or complete the Change of details for superannuation entities form (NAT 3036).

## To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S M I T H S T

- Place  in ALL applicable boxes.

➤ Postal address for annual returns:

**Australian Taxation Office**  
**GPO Box 9845**  
**[insert the name and postcode**  
**of your capital city]**

For example;

**Australian Taxation Office**  
**GPO Box 9845**  
**SYDNEY NSW 2001**

## Section A: Fund information

1 **Tax file number (TFN)**

➤ To assist processing, write the fund's TFN at the top of pages 3, 5, 7 and 9.

- ! The ATO is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

2 **Name of self-managed superannuation fund (SMSF)**

Awuolkiir SMSF

3 **Australian business number (ABN)** (if applicable)

4 **Current postal address**

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 **Annual return status**

Is this an amendment to the SMSF's 2023 return?

A No  Yes

Is this the first required return for a newly registered SMSF?

B No  Yes

Fund's tax file number (TFN) \*\*\*\*\*

**6 SMSF auditor**

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No  Yes 

Was Part B of the audit report qualified?

C No  Yes 

If Part B of the audit report was qualified, have the reported issues been rectified?

D No  Yes **7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

**A Fund's financial institution account details**

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number 065122

Fund account number 11230809

Fund account name

Ajang Achien &amp; Chol Garang ATF Awuolkiir SMSF

I would like my tax refunds made to this account.  Go to C.**B Financial institution account details for tax refunds**

This account is used for tax refunds. You can provide a tax agent account here.

BSB number

Account number

Account name

**C Electronic service address alias**

Provide the electronic service address alias (ESA) issued by your SMSF messaging provider. (For example, SMSFdataESAAlias). See instructions for more information.

smsfdataflow

Fund's tax file number (TFN) 

- 8 Status of SMSF** Australian superannuation fund **A** No  Yes  Fund benefit structure **B**  Code
- Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No  Yes

**9 Was the fund wound up during the income year?**

No  Yes  If yes, provide the date on which the fund was wound up  Day Month Year Have all tax lodgment and payment obligations been met? No  Yes

**10 Exempt current pension income**

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label **A**.

No  Go to Section B: Income.

Yes  Exempt current pension income amount **A** \$ .00

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C**  Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

**E** Yes  Go to Section B: Income.

No  Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Fund's tax file number (TFN)

## Section B: Income

**Do not complete this section** if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

### 11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No  Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2023*.

Have you applied an exemption or rollover? **M** No  Yes  Code

Net capital gain **A** \$ -00

Gross rent and other leasing and hiring income **B** \$ -00

Gross interest **C** \$ -00

Forestry managed investment scheme income **X** \$ -00

Gross foreign income <b>D1</b> \$ <input type="text" value="0"/> -00	Net foreign income <b>D</b> \$ <input type="text" value="0"/> -00	Loss <input type="checkbox"/>
--	---	-------------------------------

Australian franking credits from a New Zealand company **E** \$ -00

Transfers from foreign funds **F** \$ -00 Number

Gross payments where ABN not quoted **H** \$ -00

**Calculation of assessable contributions**

Assessable employer contributions **R1** \$ -00

plus Assessable personal contributions **R2** \$ -00

plus **\*\*No-TFN-quoted contributions** **R3** \$ -00  
*(an amount must be included even if it is zero)*

less Transfer of liability to life insurance company or PST **R6** \$ -00

Gross distribution from partnerships **I** \$ -00 Loss

\*Unfranked dividend amount **J** \$ -00

\*Franked dividend amount **K** \$ -00

\*Dividend franking credit **L** \$ -00

\*Gross trust distributions **M** \$ -00 Code

**Assessable contributions (R1 plus R2 plus R3 less R6)** **R** \$ -00

**Calculation of non-arm's length income**

\*Net non-arm's length private company dividends **U1** \$ -00

plus \*Net non-arm's length trust distributions **U2** \$ -00

plus \*Net other non-arm's length income **U3** \$ -00

\*Other income **S** \$ -00 Code

\*Assessable income due to changed tax status of fund **T** \$ -00

**Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3)** **U** \$ -00

#This is a mandatory label.  
\*If an amount is entered at this label, check the instructions to ensure the correct tax treatment has been applied.

**GROSS INCOME (Sum of labels A to U)** **W** \$ -00 Loss

Exempt current pension income **Y** \$ -00

**TOTAL ASSESSABLE INCOME (W less Y)** **V** \$ -00 Loss

Fund's tax file number (TFN)

## Section C: Deductions and non-deductible expenses

### 12 Deductions and non-deductible expenses

Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded in the 'Non-deductible expenses' column).

	DEDUCTIONS		NON-DEDUCTIBLE EXPENSES
Interest expenses within Australia	<b>A1</b> \$ <input type="text" value="0"/> -00		<b>A2</b> \$ <input type="text" value="0"/> -00
Interest expenses overseas	<b>B1</b> \$ <input type="text" value="0"/> -00		<b>B2</b> \$ <input type="text" value="0"/> -00
Capital works expenditure	<b>D1</b> \$ <input type="text" value="0"/> -00		<b>D2</b> \$ <input type="text" value="0"/> -00
Decline in value of depreciating assets	<b>E1</b> \$ <input type="text" value="0"/> -00		<b>E2</b> \$ <input type="text" value="0"/> -00
Insurance premiums – members	<b>F1</b> \$ <input type="text" value="0"/> -00		<b>F2</b> \$ <input type="text" value="0"/> -00
SMSF auditor fee	<b>H1</b> \$ <input type="text" value="330"/> -00		<b>H2</b> \$ <input type="text" value="0"/> -00
Investment expenses	<b>I1</b> \$ <input type="text" value="0"/> -00		<b>I2</b> \$ <input type="text" value="0"/> -00
Management and administration expenses	<b>J1</b> \$ <input type="text" value="1870"/> -00		<b>J2</b> \$ <input type="text" value="0"/> -00
Forestry managed investment scheme expense	<b>U1</b> \$ <input type="text" value="0"/> -00		<b>U2</b> \$ <input type="text" value="0"/> -00
Other amounts	<b>L1</b> \$ <input type="text" value="0"/> -00	Code <input type="text"/>	<b>L2</b> \$ <input type="text" value="0"/> -00
Tax losses deducted	<b>M1</b> \$ <input type="text" value="0"/> -00		

**TOTAL DEDUCTIONS**  
**N** \$ -00  
 (Total **A1** to **M1**)

**TOTAL NON-DEDUCTIBLE EXPENSES**  
**Y** \$ -00  
 (Total **A2** to **L2**)

**#TAXABLE INCOME OR LOSS**  
**O** \$ -00 Loss   
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

**TOTAL SMSF EXPENSES**  
**Z** \$ -00  
 (N plus Y)

#This is a mandatory label.

Fund's tax file number (TFN)

## Section D: Income tax calculation statement

**#Important:**

Section B label **R3**, Section C label **O** and Section D labels **A, T1, J, T5** and **I** are mandatory. If you leave these labels blank, you will have specified a zero amount.

### 13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2023* on how to complete the calculation statement.

#Taxable income	<b>A</b>	\$	<input type="text" value="8372"/>	<b>-00</b>
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	<b>T1</b>	\$	<input type="text" value="1255.80"/>	
<i>(an amount must be included even if it is zero)</i>				
#Tax on no-TFN-quoted contributions	<b>J</b>	\$	<input type="text" value="0"/>	
<i>(an amount must be included even if it is zero)</i>				

Gross tax **B** \$   
*(T1 plus J)*

Foreign income tax offset	<b>C1</b>	\$	<input type="text" value="0"/>	
Rebates and tax offsets	<b>C2</b>	\$	<input type="text"/>	
Non-refundable non-carry forward tax offsets	<b>C</b>	\$	<input type="text" value="0"/>	
<i>(C1 plus C2)</i>				

SUBTOTAL 1  
**T2** \$   
*(B less C – cannot be less than zero)*

Early stage venture capital limited partnership tax offset	<b>D1</b>	\$	<input type="text" value="0"/>	
Early stage venture capital limited partnership tax offset carried forward from previous year	<b>D2</b>	\$	<input type="text" value="0"/>	
Early stage investor tax offset	<b>D3</b>	\$	<input type="text" value="0"/>	
Early stage investor tax offset carried forward from previous year	<b>D4</b>	\$	<input type="text" value="0"/>	
Non-refundable carry forward tax offsets	<b>D</b>	\$	<input type="text" value="0"/>	
<i>(D1 plus D2 plus D3 plus D4)</i>				

SUBTOTAL 2  
**T3** \$   
*(T2 less D – cannot be less than zero)*

Complying fund's franking credits tax offset	<b>E1</b>	\$	<input type="text"/>	
No-TFN tax offset	<b>E2</b>	\$	<input type="text"/>	
National rental affordability scheme tax offset	<b>E3</b>	\$	<input type="text"/>	
Exploration credit tax offset	<b>E4</b>	\$	<input type="text"/>	
Refundable tax offsets	<b>E</b>	\$	<input type="text" value="0"/>	
<i>(E1 plus E2 plus E3 plus E4)</i>				

#TAX PAYABLE **T5** \$   
*(T3 less E – cannot be less than zero)*

Section 102AAM interest charge  
**G** \$

Fund's tax file number (TFN)

Credit for tax withheld – foreign resident withholding (excluding capital gains)	<b>H2 \$</b> <input type="text"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	<b>H3 \$</b> <input type="text" value="0"/>
Credit for TFN amounts withheld from payments from closely held trusts	<b>H5 \$</b> <input type="text"/>
Credit for interest on no-TFN tax offset	<b>H6 \$</b> <input type="text"/>
Credit for foreign resident capital gains withholding amounts	<b>H8 \$</b> <input type="text"/>
<b>Eligible credits</b>	<b>H \$</b> <input type="text" value="0"/>
	<i>(H2 plus H3 plus H5 plus H6 plus H8)</i>

<b>#Tax offset refunds</b> (Remainder of refundable tax offsets)	<b>I \$</b> <input type="text" value="0"/>
	<i>(unused amount from label E – an amount must be included even if it is zero)</i>

**PAYG instalments raised**

**K \$**

**Supervisory levy**

**L \$**

**Supervisory levy adjustment for wound up funds**

**M \$**

**Supervisory levy adjustment for new funds**

**N \$**

<b>AMOUNT DUE OR REFUNDABLE</b> A positive amount at <b>S</b> is what you owe, while a negative amount is refundable to you.	<b>S \$</b> <input type="text" value="1514.80"/>
	<i>(T5 plus G less H less I less K plus L less M plus N)</i>

#This is a mandatory label.

## Section E: Losses

### 14 Losses

**!** If total loss is greater than \$100,000, complete and attach a *Losses schedule 2023*.

Tax losses carried forward to later income years **U \$**  -00

Net capital losses carried forward to later income years **V \$**  -00

Fund's tax file number (TFN) \*\*\*\*\*

### Section F: Member information

#### MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN   
See the Privacy note in the Declaration.

Date of birth   
Day Month Year

#### Contributions

OPENING ACCOUNT BALANCE \$

**!** Refer to instructions for completing these labels.

Employer contributions

**A** \$

ABN of principal employer

**A1**

Personal contributions

**B** \$

CGT small business retirement exemption

**C** \$

CGT small business 15-year exemption amount

**D** \$

Personal injury election

**E** \$

Spouse and child contributions

**F** \$

Other third party contributions

**G** \$

Proceeds from primary residence disposal

**H** \$

Receipt date   
Day Month Year

Assessable foreign superannuation fund amount

**I** \$

Non-assessable foreign superannuation fund amount

**J** \$

Transfer from reserve: assessable amount

**K** \$

Transfer from reserve: non-assessable amount

**L** \$

Contributions from non-complying funds and previously non-complying funds

**T** \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

**M** \$

**TOTAL CONTRIBUTIONS N** \$

(Sum of labels **A** to **M**)

#### Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance **S1** \$

Inward rollovers and transfers **P** \$

Retirement phase account balance - Non CDBIS **S2** \$

Outward rollovers and transfers **Q** \$

Retirement phase account balance - CDBIS **S3** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

**CLOSING ACCOUNT BALANCE S** \$

(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

Outstanding limited recourse borrowing arrangement amount **Y** \$



Fund's tax file number (TFN)

**MEMBER 2**

Title:

Family name

First given name

Other given names

Member's TFN   
See the Privacy note in the Declaration.

Date of birth  (Day Month Year)

**Contributions**

OPENING ACCOUNT BALANCE \$

**!** Refer to instructions for completing these labels.

Employer contributions  
**A** \$

ABN of principal employer  
**A1**

Personal contributions  
**B** \$

CGT small business retirement exemption  
**C** \$

CGT small business 15-year exemption amount  
**D** \$

Personal injury election  
**E** \$

Spouse and child contributions  
**F** \$

Other third party contributions  
**G** \$

Proceeds from primary residence disposal  
**H** \$

Receipt date  (Day Month Year)  
**H1**

Assessable foreign superannuation fund amount  
**I** \$

Non-assessable foreign superannuation fund amount  
**J** \$

Transfer from reserve: assessable amount  
**K** \$

Transfer from reserve: non-assessable amount  
**L** \$

Contributions from non-complying funds and previously non-complying funds  
**T** \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)  
**M** \$

**TOTAL CONTRIBUTIONS N** \$   
(Sum of labels **A** to **M**)

**Other transactions**

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance  
**S1** \$

Retirement phase account balance - Non CDBIS  
**S2** \$

Retirement phase account balance - CDBIS  
**S3** \$

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

**CLOSING ACCOUNT BALANCE S** \$   
(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

Outstanding limited recourse borrowing arrangement amount **Y** \$

Fund's tax file number (TFN)

## Section H: Assets and liabilities

### 15 ASSETS

#### 15a Australian managed investments

Listed trusts **A** \$   
 Unlisted trusts **B** \$   
 Insurance policy **C** \$   
 Other managed investments **D** \$

#### 15b Australian direct investments

**Limited recourse borrowing arrangements**  
 Australian residential real property  
**J1** \$   
 Australian non-residential real property  
**J2** \$   
 Overseas real property  
**J3** \$   
 Australian shares  
**J4** \$   
 Overseas shares  
**J5** \$   
 Other  
**J6** \$   
 Property count  
**J7**

Cash and term deposits **E** \$   
 Debt securities **F** \$   
 Loans **G** \$   
 Listed shares **H** \$   
 Unlisted shares **I** \$   
 Limited recourse borrowing arrangements **J** \$   
 Non-residential real property **K** \$   
 Residential real property **L** \$   
 Collectables and personal use assets **M** \$   
 Other assets **O** \$

#### 15c Other investments

Crypto-Currency **N** \$

#### 15d Overseas direct investments

Overseas shares **P** \$   
 Overseas non-residential real property **Q** \$   
 Overseas residential real property **R** \$   
 Overseas managed investments **S** \$   
 Other overseas assets **T** \$

**TOTAL AUSTRALIAN AND OVERSEAS ASSETS** **U** \$   
 (Sum of labels **A** to **T**)

#### 15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?  
**A** No  Yes  \$

Fund's tax file number (TFN)

**15f Limited recourse borrowing arrangements**

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No  Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No  Yes

**16 LIABILITIES**

Borrowings for limited recourse borrowing arrangements	<b>V1</b> \$ <input type="text" value=""/>	-00		
Permissible temporary borrowings	<b>V2</b> \$ <input type="text" value=""/>	-00		
Other borrowings	<b>V3</b> \$ <input type="text" value=""/>	-00	Borrowings	<b>V</b> \$ <input type="text" value="0"/>
Total member closing account balances (total of all <b>CLOSING ACCOUNT BALANCES</b> from Sections F and G)			<b>W</b> \$	<input type="text" value="74932"/>
Reserve accounts			<b>X</b> \$	<input type="text" value="0"/>
Other liabilities			<b>Y</b> \$	<input type="text" value="2916"/>
<b>TOTAL LIABILITIES</b>			<b>Z</b> \$	<input type="text" value="77848"/>

**Section I: Taxation of financial arrangements**

**17 Taxation of financial arrangements (TOFA)**

Total TOFA gains **H** \$

Total TOFA losses **I** \$

**Section J: Other information**

**Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2022–23 income year, write **2023**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2023*. **B**

**Interposed entity election status**

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2023* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2023*. **D**

Section K: **Declarations**

 Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

**Important**

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

**Privacy**

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

Taxation law authorises the ATO to collect information and disclose it to other government agencies. For information about your privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

**TRUSTEE'S OR DIRECTOR'S DECLARATION:**

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date      Day      /      Month      /      Year

**Preferred trustee or director contact details:**

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

 The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this annual return to maintain the integrity of the register. For further information, refer to the instructions.

**TAX AGENT'S DECLARATION:**

I declare that the *Self-managed superannuation fund annual return 2023* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date      Day      /      Month      /      Year

**Tax agent's contact details**

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

**Awuolkiir SMSF**  
**Investment Income Comparison Report**  
**For the period 1 July 2022 to 30 June 2023**

Payment Date	Income Type	Ledger Data		Diff *	Announcement Data				
		Total Income	Tax Credits+		Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+
<b>Cash At Bank</b>									
<b>CBA.BACCT: Commonwealth Bank Direct Investment Account</b>									
01/07/2022	Interest	3.00	0.00						
01/08/2022	Interest	7.26	0.00						
01/09/2022	Interest	15.84	0.00						
01/10/2022	Interest	27.09	0.00						
01/11/2022	Interest	35.17	0.00						
01/12/2022	Interest	37.93	0.00						
01/01/2023	Interest	44.14	0.00						
01/02/2023	Interest	46.93	0.00						
01/03/2023	Interest	41.43	0.00						
01/04/2023	Interest	47.71	0.00						
01/05/2023	Interest	47.86	0.00						
01/06/2023	Interest	51.54	0.00						
		405.90	0.00						
<b>Total</b>		<b>405.90</b>	<b>0.00</b>						

+Note: Tax Credits refer to franking credits for domestic income and foreign tax credits where the income is foreign in nature.

## Awuolkiir SMSF

### Tax Accounting Reconciliation

For the period 1 July 2022 to 30 June 2023

Operating Statement Profit vs. Provision for Income Tax	2023 \$
Benefits Accrued as a Result of Operations before Income Tax	8,773.33
<b>LESS:</b>	
Rollovers In	400.27
Rounding	1.06
Taxable Income or Loss	8,372.00

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	8,372.00	1,255.80
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
Provision for Income Tax		1,255.80

### Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	1,255.80
Income Tax Expense	1,255.80

### Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	1,255.80
Income Tax Payable (Receivable)	1,255.80

### Exempt Current Pension Income Settings

Pension Exempt % (Actuarial)	0.0000%
Pension Exempt % (Expenses)	0.0000%
Assets Segregated For Pensions	No

**Awuolkiir SMSF**  
**Statement of Taxable Income**  
**For the Period from 1 July 2022 to 30 June 2023**

Description	Investment Reference	Date	Tax Return Ref.	Amount
			<b>Section B</b>	
<b>Income</b>				
<b>Net Capital Gain</b>				
Deferred Capital Gain Realised		30 Jun 2023	A	0.00
Less Capital Losses Applied		30 Jun 2023	A	0.00
Less Discount		30 Jun 2023	A	0.00
<b>Total Net Capital Gain</b>			<b>A</b>	<b>0.00</b>
<b>Total Gross Rent and Other Leasing &amp; Hiring Income</b>			<b>B</b>	<b>0.00</b>
<b>Gross Interest</b>				
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Jul 2022	C	3.00
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Aug 2022	C	7.26
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Sep 2022	C	15.84
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Oct 2022	C	27.09
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Nov 2022	C	35.17
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Dec 2022	C	37.93
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Jan 2023	C	44.14
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Feb 2023	C	46.93
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Mar 2023	C	41.43
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Apr 2023	C	47.71
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 May 2023	C	47.86
Credit Interest	CBA.BACCT: Commonwealth Bank Direct Investment Account	01 Jun 2023	C	51.54
Less Rounding			C	(0.90)
<b>Total Gross Interest</b>			<b>C</b>	<b>405.00</b>
<b>Total Forestry Managed Investment Scheme Income</b>			<b>X</b>	<b>0.00</b>
<b>Total Net Foreign Income</b>			<b>D</b>	<b>0.00</b>
<b>Total Australian Franking Credits from a New Zealand Company</b>			<b>E</b>	<b>0.00</b>
<b>Total Transfers from Foreign Funds</b>			<b>F</b>	<b>0.00</b>
<b>Total Gross Payments where ABN not quoted</b>			<b>H</b>	<b>0.00</b>
<b>Total Gross Distribution from Partnerships</b>			<b>I</b>	<b>0.00</b>
<b>Total Unfranked Dividend Amount</b>			<b>J</b>	<b>0.00</b>
<b>Total Franked Dividend Amount</b>			<b>K</b>	<b>0.00</b>
<b>Total Dividend Franking Credit</b>			<b>L</b>	<b>0.00</b>
<b>Total Gross Trust Distributions</b>			<b>M</b>	<b>0.00</b>
<b>Assessable Employer Contributions</b>				

**Awuolkiir SMSF**  
**Statement of Taxable Income**  
**For the Period from 1 July 2022 to 30 June 2023**

Description	Investment Reference	Date	Tax Return	
			Ref.	Amount
Direct Credit 361578 QUICKSUPER QUICKSPR3249249414	1: Chol Garang	12 Jul 2022	R1	642.34
Direct Credit 361578 QUICKSUPER QUICKSPR3271929425	1: Chol Garang	10 Aug 2022	R1	882.39
Direct Credit 361578 QUICKSUPER QUICKSPR3297646344	1: Chol Garang	13 Sep 2022	R1	869.35
Direct Credit 361578 QUICKSUPER QUICKSPR3320062745	1: Chol Garang	12 Oct 2022	R1	671.68
Direct Credit 361578 QUICKSUPER QUICKSPR3342025632	1: Chol Garang	09 Nov 2022	R1	690.60
Direct Credit 361578 QUICKSUPER QUICKSPR3367112351	1: Chol Garang	13 Dec 2022	R1	864.08
Direct Credit 361578 QUICKSUPER QUICKSPR3384732948	1: Chol Garang	10 Jan 2023	R1	711.98
Direct Credit 361578 QUICKSUPER QUICKSPR3406419703	1: Chol Garang	09 Feb 2023	R1	727.57
Direct Credit 481471 SuperChoice P/L PC280622-133992399	2: Ajang Achien	04 Jul 2022	R1	272.66
Direct Credit 481471 SuperChoice P/L PC280622-134055816	2: Ajang Achien	04 Jul 2022	R1	272.66
Direct Credit 481471 SuperChoice P/L PC280722-194670739	2: Ajang Achien	03 Aug 2022	R1	272.66
Direct Credit 481471 SuperChoice P/L PC280722-194672368	2: Ajang Achien	03 Aug 2022	R1	272.66
Direct Credit 481471 SuperChoice P/L PC240822-176353545	2: Ajang Achien	30 Aug 2022	R1	545.32
Direct Credit 481471 SuperChoice P/L PC210922-157235338	2: Ajang Achien	28 Sep 2022	R1	272.66
Direct Credit 481471 SuperChoice P/L PC210922-157235600	2: Ajang Achien	28 Sep 2022	R1	272.66
Direct Credit 012721 ATO ATO003000017378387	2: Ajang Achien	20 Oct 2022	R1	17.27
Direct Credit 481471 SuperChoice P/L PC191022-197612615	2: Ajang Achien	25 Oct 2022	R1	545.32
Direct Credit 481471 SuperChoice P/L PC301122-102858219	2: Ajang Achien	06 Dec 2022	R1	817.98
Direct Credit 481471 SuperChoice P/L PC281222-194155821	2: Ajang Achien	04 Jan 2023	R1	545.32
Less Rounding			R1	(0.16)
<b>Total Assessable Employer Contributions</b>			<b>R1</b>	<b>10,167.00</b>
<b>Total Assessable Personal Contributions</b>			<b>R2</b>	<b>0.00</b>
<b>Total No-TFN quoted contributions</b>			<b>R3</b>	<b>0.00</b>
<b>Total Transfer of Liability to life insurance company or PST</b>			<b>R6</b>	<b>0.00</b>
<b>Total Assessable Contributions</b>			<b>R</b>	<b>10,167.00</b>
<b>Total Other Income</b>			<b>S</b>	<b>0.00</b>
<b>Total Assessable Income Due to Changed Tax Status of Fund</b>			<b>T</b>	<b>0.00</b>
<b>Total Net Non-arm's Length Income</b>			<b>U</b>	<b>0.00</b>
<b>Total Exempt Current Pension Income</b>			<b>Y</b>	<b>0.00</b>
<b>Total Assessable Income</b>				<b>10,572.00</b>

**Deductions**

**Section C**

<b>Total Interest Expenses within Australia</b>	<b>A</b>	<b>0.00</b>
<b>Total Interest Expenses Overseas</b>	<b>B</b>	<b>0.00</b>
<b>Total Capital Works Deductions</b>	<b>D</b>	<b>0.00</b>



**Awuolkiir SMSF**  
**Statement of Taxable Income**  
**For the Period from 1 July 2022 to 30 June 2023**

Description	Investment Reference	Date	Tax Return Ref.	Amount
<b>Total Deduction for Decline in Value of Depreciating Assets</b>			<b>E</b>	0.00
<b>Total Death or Disability Premiums</b>			<b>F</b>	0.00
<b>Total Death Benefit Increase</b>			<b>G</b>	0.00
<b>Approved Auditor Fee</b>				
Wdl Branch SALISBURY		23 Feb 2023	H	330.00
<b>Total Approved Auditor Fee</b>			<b>H</b>	330.00
<b>Total Investment Expenses</b>			<b>I</b>	0.00
<b>Management and Administration Expenses</b>				
Wdl Branch SALISBURY		23 Feb 2023	J	1,870.00
<b>Total Management and Administration Expenses</b>			<b>J</b>	1,870.00
<b>Total Forestry Managed Investment Scheme Deduction</b>			<b>U</b>	0.00
<b>Total Other Deductions</b>			<b>L</b>	0.00
<b>Tax Losses Deducted</b>				
Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00
<b>Total Tax Losses Deducted</b>			<b>M</b>	0.00
<b>Total Deductions</b>				<b>2,200.00</b>
<b>Taxable Income or Loss</b>		(V - N)	<b>O</b>	<b>8,372.00</b>

**Income Tax Calculation Statement**

**Section D**

**Gross Tax**

Gross Tax @ 15% for Concessional Income		30 Jun 2023	T1	1,255.80
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2023	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2023	J	0.00
<b>Total Gross Tax</b>				<b>1,255.80</b>

<b>Total Credit: Foreign Tax Income Offset</b>			<b>C1</b>	0.00
<b>Total Credit: Rebates and Tax Offset</b>			<b>C2</b>	0.00
<b>Rebates and Offsets</b>			<b>C</b>	0.00
<b>SUBTOTAL</b>				<b>1,255.80</b>

<b>Total Credit: Refundable Franking Credits</b>			<b>E1</b>	0.00
<b>Total Credit: No-TFN Tax Offset</b>			<b>E2</b>	0.00
<b>Total Credit: Refundable National Rental Affordability Scheme Tax Offset</b>			<b>E3</b>	0.00
<b>Total Credit: Interest on Early Payments</b>			<b>H1</b>	0.00
<b>Total Credit: Foreign Resident Withholding</b>			<b>H2</b>	0.00
<b>Total Credit: ABN/TFN Not Quoted (Non-Individual)</b>			<b>H3</b>	0.00
<b>Total Credit: Interest on No-TFN Tax Offset</b>			<b>H6</b>	0.00
<b>Total Eligible Credits</b>				<b>0.00</b>

**Awuolkiir SMSF**  
**Statement of Taxable Income**  
**For the Period from 1 July 2022 to 30 June 2023**

Description	Investment Reference	Date	Tax Return Ref.	Amount
<b>Net Tax Payable</b>				<b>1,255.80</b>
Total PAYG Instalments Raised			<b>K</b>	0.00
Total Supervisory Levy			<b>L</b>	259.00
Total Supervisory Levy Adjustment for Wound Up Funds			<b>M</b>	0.00
Total Supervisory Levy Adjustment for New Funds			<b>N</b>	0.00
<b>Total Amount Due / (Refundable)</b>				<b>1,514.80</b>

## Awuolkiir SMSF

### Members Summary Report - For the period 1/07/2022 to 30/06/2023

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
<b>Mr Chol Garang</b>											
17 Graeber Road SMITHFIELD SA 5114											
Accumulation <b>Accumulation</b>	37,534.62	6,059.99	400.27	(1,004.74)	0.00	(758.19)	0.00	0.00	0.00	0.00	42,231.95
	37,534.62	6,059.99	400.27	(1,004.74)	0.00	(758.19)	0.00	0.00	0.00	0.00	42,231.95
<b>Mr Ajang Achien</b>											
17 Graeber Road SMITHFIELD SA 5114											
Accumulation <b>Accumulation</b>	29,880.57	4,107.17	0.00	(789.36)	0.00	(497.61)	0.00	0.00	0.00	0.00	32,700.77
	29,880.57	4,107.17	0.00	(789.36)	0.00	(497.61)	0.00	0.00	0.00	0.00	32,700.77
	67,415.19	10,167.16	400.27	(1,794.10)	0.00	(1,255.80)	0.00	0.00	0.00	0.00	74,932.72

**Awuolkiir SMSF**  
**Investment Summary as at 30 June 2023**

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<b><u>Bank</u></b>								
Commonwealth Bank Direct Investment Account				23,583.52	23,583.52			30.29%
				<b>23,583.52</b>	<b>23,583.52</b>			<b>30.29%</b>
<b><u>Unlisted Market</u></b>								
Munno Para	1.00000	14,882.5000	14,882.5000	14,882.50	14,882.50	0.00	0.00%	19.12%
Salisbury	1.00000	39,382.5000	39,382.5000	39,382.50	39,382.50	0.00	0.00%	50.59%
				<b>54,265.00</b>	<b>54,265.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>69.71%</b>
				<b>77,848.52</b>	<b>77,848.52</b>	<b>0.00</b>	<b>0.00%</b>	<b>100.00%</b>

The accounting cost is the original cost base adjusted by any subsequent capital call/improvement or capital return transactions. In many cases, it is not the same as the adjusted or reduced cost base, or the reset cost base resulting from the CGT relief. To view the tax cost base and unrealised gain/(loss) for tax purposes refer to the Unrealised Capital Gains Report or change the report parameter to tax cost base.

**Awuolkiir SMSF**  
**Investment Income Summary**  
**For the period 1 July 2022 to 30 June 2023**

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<b><i>Bank</i></b>													
Commonwealth Bank Direct Investment Account													
405.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	405.90	0.00	0.00	0.00	0.00
<b>405.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>405.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>405.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>405.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\* Distributed capital gains components correspond to the cash amount received. You should refer to Realised Capital Gains or Distribution Reconciliation Reports for tax and capital gain reporting purpose.

**Awuolkiir SMSF**  
(ABN: 24 335 785 956)

**Consolidated Member Benefit Totals**

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 17 Graeber Road SMITHFIELD, SA 5114
Member Number: 1	Date of Birth: 1 July 1970
Mr Chol Awuol Garang	Date Joined Fund: 15 November 2021
	Eligible Service Date: 15 November 2021
	Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF  
Refer to the Member Benefit Statements produced for each member account for further details*

**Your Accounts**

<b>Withdrawal Benefit as at 1 Jul 2022</b>	
Accumulation	37,534.62
<b>Total as at 1 Jul 2022</b>	<b>37,534.62</b>

<b>Withdrawal Benefit as at 30 Jun 2023</b>	
Accumulation	42,231.95
<b>Total as at 30 Jun 2023</b>	<b>42,231.95</b>

**Your Tax Components**

Tax Free	-
Taxable - Taxed	42,231.95
Taxable - Untaxed	-

**Your Preservation Components**

Preserved	42,231.95
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**

No insurance details have been recorded

**Your Beneficiaries**

No beneficiary details have been recorded

**For Enquiries:**

mail Awuolkiir SMSF, 17 Graeber Road, SMITHFIELD SA 5114

**Awuolkiir SMSF**  
 (ABN: 24 335 785 956)

**Member Benefit Statement**

Period	Member Account Details
<b>1 July 2022 - 30 June 2023</b>	Residential Address: 17 Graeber Road SMITHFIELD, SA 5114
<b>Member</b> Number: 1	Date of Birth: 1 July 1970
<b>Mr Chol Awuol Garang</b>	Date Joined Fund: 15 November 2021
<b>Accumulation Account</b>	Eligible Service Date: 15 November 2021
<b>Accumulation</b>	Tax File Number Held: Yes
	Account Start Date: 15 November 2021

Your Account Summary	
<b>Withdrawal Benefit</b> as at 1 Jul 2022	<b>37,534.62</b>
<i><u>Increases to your account:</u></i>	
Employer Contributions	6,059.99
Rollovers In	400.27
Tax on Net Fund Income	150.81
<b><u>Total Increases</u></b>	<b>6,611.07</b>
<i><u>Decreases to your account:</u></i>	
Contributions Tax	909.00
Share Of Net Fund Income	1,004.74
<b><u>Total Decreases</u></b>	<b>1,913.74</b>
<b>Withdrawal Benefit</b> as at 30 Jun 2023	<b><u>42,231.95</u></b>

Your Tax Components	
Tax Free	0.0000 % -
Taxable - Taxed	42,231.95
Taxable - Untaxed	-
Your Preservation Components	
Preserved	42,231.95
Restricted Non Preserved	-
Unrestricted Non Preserved	-
Your Insurance Benefits	
No insurance details have been recorded	
Your Beneficiaries	
No beneficiary details have been recorded	

**For Enquiries:**  
 mail Awuolkiir SMSF, 17 Graeber Road, SMITHFIELD SA 5114



**Trustees**

The Trustees of the Fund are as follows:

Ajang Achien and  
Chol Garang

**Availability of Other Fund Information**

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustees.

**Trustees Disclaimer**

This statement has been prepared by the Trustees for the member whose name appears at the top of this statement. While every effort has been made by the Trustees to ensure the accuracy and completeness of this statement, the Trustees do not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustees of the Fund

.....  
Ajang Achien  
Trustee

.....  
Chol Garang  
Trustee

Statement Date: 30 June 2023

**For Enquiries:**  
mail Awuolkiir SMSF, 17 Graeber Road, SMITHFIELD SA 5114



**Awuolkiir SMSF**  
(ABN: 24 335 785 956)

**Consolidated Member Benefit Totals**

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 17 Graeber Road SMITHFIELD, SA 5114
Member	Number: 2
Mr Ajang Kiir Achien	Date of Birth: 1 July 1970 Date Joined Fund: 15 November 2021 Eligible Service Date: 15 November 2021 Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF  
Refer to the Member Benefit Statements produced for each member account for further details*

Your Accounts	
<b>Withdrawal Benefit as at 1 Jul 2022</b>	
Accumulation	29,880.57
<b>Total as at 1 Jul 2022</b>	<b><u>29,880.57</u></b>
 <b>Withdrawal Benefit as at 30 Jun 2023</b>	
Accumulation	32,700.77
<b>Total as at 30 Jun 2023</b>	<b><u>32,700.77</u></b>

Your Tax Components	
Tax Free	-
Taxable - Taxed	32,700.77
Taxable - Untaxed	-

Your Preservation Components	
Preserved	32,700.77
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**

No insurance details have been recorded

**Your Beneficiaries**

No beneficiary details have been recorded

**For Enquiries:**  
mail Awuolkiir SMSF, 17 Graeber Road, SMITHFIELD SA 5114

**Awuolkiir SMSF**  
(ABN: 24 335 785 956)

**Member Benefit Statement**

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 17 Graeber Road SMITHFIELD, SA 5114
Member Number: 2	Date of Birth: 1 July 1970
<b>Mr Ajang Kiir Achien</b>	Date Joined Fund: 15 November 2021
Accumulation Account	Eligible Service Date: 15 November 2021
<b>Accumulation</b>	Tax File Number Held: Yes
	Account Start Date: 15 November 2021

Your Account Summary	
<b>Withdrawal Benefit</b> as at 1 Jul 2022	<b>29,880.57</b>
<i>Increases to your account:</i>	
Employer Contributions	4,107.17
Tax on Net Fund Income	118.47
<u>Total Increases</u>	<u>4,225.64</u>
<i>Decreases to your account:</i>	
Contributions Tax	616.08
Share Of Net Fund Income	789.36
<u>Total Decreases</u>	<u>1,405.44</u>
<b>Withdrawal Benefit</b> as at 30 Jun 2023	<b><u>32,700.77</u></b>

Your Tax Components	
Tax Free	0.0000 % -
Taxable - Taxed	32,700.77
Taxable - Untaxed	-
Your Preservation Components	
Preserved	32,700.77
Restricted Non Preserved	-
Unrestricted Non Preserved	-
Your Insurance Benefits	
No insurance details have been recorded	
Your Beneficiaries	
No beneficiary details have been recorded	

**For Enquiries:**  
mail Awuolkiir SMSF, 17 Graeber Road, SMITHFIELD SA 5114



**Trustees**

The Trustees of the Fund are as follows:

Ajang Achien and  
Chol Garang

**Availability of Other Fund Information**

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustees.

**Trustees Disclaimer**

This statement has been prepared by the Trustees for the member whose name appears at the top of this statement. While every effort has been made by the Trustees to ensure the accuracy and completeness of this statement, the Trustees do not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustees of the Fund

.....  
Ajang Achien  
Trustee

.....  
Chol Garang  
Trustee

Statement Date: 30 June 2023

**For Enquiries:**  
mail Awuolkiir SMSF, 17 Graeber Road, SMITHFIELD SA 5114

**Awuolkiir SMSF**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Mr Ajang Achien**

**Date of Birth:** 01 Jul 1970  
**Age:** 52 (at 30/06/2023)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

**Prior Year Contributions**

Contributions for the previous 2 years are not confirmed  
 3-year cap in effect from previous years  
 Total non-concessional contributions in previous 2 years

**Non-Concessional**

Unknown

Unknown

<b>Current Year Contributions</b>	<b>Note</b>	<b>Concessional</b>	<b>Non-Concessional</b>
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	101,338.71	0.00
Contributions made (to this fund)	3	4,107.17	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		4,107.17	0.00
Amount above caps	4	0.00	0.00
Available		124,731.54	110,000.00

**Notes**

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

**Contributions Breakdown**

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
<b>Concessional</b>	Employer	4,107.17
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	<b>Contributions as allocated</b>	<b>4,107.17</b>
<b>NonConcessional</b>	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	<b>Contributions as allocated</b>	<b>0.00</b>
<b>Other</b>	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	<b>Total Other contributions</b>	<b>0.00</b>

**Transactions**

<b>Date</b>	<b>Contribution Type</b>	<b>Concessional</b>	<b>Non-Concessional</b>	<b>Other</b>	<b>Source</b>
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**Awuolkiir SMSF**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

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**Mr Ajang Achien**

04/07/2022	Employer Mandated	272.66	manual
04/07/2022	Employer Mandated	272.66	manual
03/08/2022	Employer Mandated	272.66	manual
03/08/2022	Employer Mandated	272.66	manual
30/08/2022	Employer Mandated	545.32	manual
28/09/2022	Employer Mandated	272.66	manual
28/09/2022	Employer Mandated	272.66	manual
20/10/2022	Employer Mandated	17.27	manual
25/10/2022	Employer Mandated	545.32	manual
06/12/2022	Employer Mandated	817.98	manual
04/01/2023	Employer Mandated	545.32	manual
<b>Totals:</b>		<b>4,107.17</b>	

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**Awuolkiir SMSF**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Mr Chol Garang**

**Date of Birth:** 01 Jul 1970  
**Age:** 52 (at 30/06/2023)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

<b>Prior Year Contributions</b>		<b>Non-Concessional</b>	
Contributions for the previous 2 years are not confirmed			Unknown
3-year cap in effect from previous years			Unknown
Total non-concessional contributions in previous 2 years			Unknown
<b>Current Year Contributions</b>	<b>Note</b>	<b>Concessional</b>	<b>Non-Concessional</b>
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	100,130.87	0.00
Contributions made (to this fund)	3	6,059.99	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		6,059.99	0.00
Amount above caps	4	0.00	0.00
Available		121,570.88	110,000.00

**Notes**

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

**Contributions Breakdown**

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
<b>Concessional</b>	Employer	6,059.99
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	<b>Contributions as allocated</b>	<b>6,059.99</b>
<b>NonConcessional</b>	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	<b>Contributions as allocated</b>	<b>0.00</b>
<b>Other</b>	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	<b>Total Other contributions</b>	<b>0.00</b>

**Transactions**

<b>Date</b>	<b>Contribution Type</b>	<b>Concessional</b>	<b>Non-Concessional</b>	<b>Other</b>	<b>Source</b>
12/07/2022	Employer Mandated	642.34			manual
10/08/2022	Employer Mandated	882.39			manual
13/09/2022	Employer Mandated	869.35			manual
12/10/2022	Employer Mandated	671.68			manual
09/11/2022	Employer Mandated	690.60			manual

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**Awuolkiir SMSF**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

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**Mr Chol Garang**

13/12/2022	Employer Mandated	864.08	manual
10/01/2023	Employer Mandated	711.98	manual
09/02/2023	Employer Mandated	727.57	manual
<b>Totals:</b>		<b>6,059.99</b>	

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**Awuolkiir SMSF**  
**Investment Movement Summary**  
**For the period 1 July 2022 to 30 June 2023**

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<b><u>Bank</u></b>										
Commonwealth Bank Direct Investment Account		20,575.19		10,973.33		7,965.00	0.00		23,583.52	23,583.52
		20,575.19		10,973.33		7,965.00	0.00		23,583.52	23,583.52
<b><u>Unlisted Market</u></b>										
Munno Para	1.00	12,000.00	0.00	2,882.50	0.00	0.00	0.00	1.00	14,882.50	14,882.50
Salisbury	1.00	36,500.00	0.00	2,882.50	0.00	0.00	0.00	1.00	39,382.50	39,382.50
		48,500.00		5,765.00		0.00	0.00		54,265.00	54,265.00
<b>Fund Total</b>		<b>69,075.19</b>		<b>16,738.33</b>		<b>7,965.00</b>	<b>0.00</b>		<b>77,848.52</b>	<b>77,848.52</b>





**Australian Government**  
**Australian Taxation Office**

**Agent** SMSF AUSTRALIA PTY LTD  
**Client** THE TRUSTEE FOR AWUOLKIIR  
 SMSF  
**ABN** 24 335 785 956  
**TFN** 699 269 033

## Income tax 002

<b>Date generated</b>	07 August 2023
<b>Overdue</b>	\$2,178.00 DR
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$2,178.00 DR

## Transactions

2 results found - from **07 August 2021** to **07 August 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Jul 2023	1 Jul 2023	General interest charge			\$2,178.00 DR
28 Jun 2023	1 Dec 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$2,178.00		\$2,178.00 DR



**Australian Government**  
**Australian Taxation Office**

**Agent** SMSF AUSTRALIA PTY LTD  
**Client** THE TRUSTEE FOR AWUOLKIIR  
SMSF  
**ABN** 24 335 785 956  
**TFN** 699 269 033

## Activity statement 004

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<b>Date generated</b>	07 August 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

---

**0** results found - from **07 August 2021** to **07 August 2023** sorted by **processed date** ordered **newest to oldest**

**Due Date: 24 Feb 2023**

TAX INVOICE

Trustee for Awuolkiir  
3 Luprena Ave  
INGLE FARM SA 5098  
AUSTRALIAInvoice Number  
INV-1262Invoice Date  
17 Feb 2023

Description	GST	Amount
For Professional Services including:		
Accounting time completing entry, reconciliations, members statements, financials and tax return for the fund	10%	1,595.00
Class Super Software costs oncharged	10%	275.00
Audit costs including disbursement to independent auditor	10%	330.00
	Subtotal	2,000.00
	Total GST 10%	200.00
	Invoice Total	2,200.00
	Payments Received	0.00
	<b>Amount Due</b>	<b>\$2,200.00</b>

Account payment terms are STRICTLY 7 days net  
[accounts@smsfaustralia.com](mailto:accounts@smsfaustralia.com)

## How to Pay

EFT directly into our bank account:  
Account: SMSF Australia Pty Ltd  
BSB: 065-004 Account No: 1108 1117  
Reference: Name and INV-1262Credit card payment via Stripe  
VISA or MasterCard Accepted  
**3% surcharge oncharged**

SMSFs / The Trustee for AWUOLKIIR SMSF / Rollovers / Transaction ID: f4f94683-1381-46de-a4b2-c007914676cf

# Roll In Transaction

Conversation ID: Rollover.62653671394.17103638 | Last updated: 9 Nov 2022

RECEIVING FUND

**The Trustee for  
AWUOLKIIR SMSF**

ABN 24335785956

ESA wrkrSMSF



TRANSFERRING FUND

**Retail Employees  
Superannuation  
Trust**

ABN 62653671394

USI RES0103AU

**Roll In**  
←  
**Transaction**

## Member details

Name	DOB	TFN	Rollover amount	
Chol Garang	8 Sep 1984	XXXXXX675	\$400.27	<input checked="" type="checkbox"/> Payment received

Chol AWUOL Garang Super  
rollover from Rest Superannuation.

AMOUNT TO TRANSFER

**\$400.27**

Date: 03/11/2023



## Contribution summary for Ajang kiir Achien for The Trustee for AWUOLKIIR SMSF

Total contributions summary for the period: (19/01/2022 - 19/10/2023)

SMSF Name: The Trustee for AWUOLKIIR SMSF | SMSF ABN: 24335785956

Date received	Superannuation guarantee	Award or productivity	Personal Contributions	Salary sacrificed	Voluntary	Spouse contributions	Child contributions	Other third party contributions	*Other	Total
2022-03-16	\$466.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.84
2022-04-05	\$272.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$272.81
2022-04-13	\$264.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264.49
2022-05-05	\$334.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$334.72
2022-06-21	\$536.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$536.49
2022-07-01	\$493.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$493.78
2022-07-04	\$545.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$545.32
2022-08-03	\$545.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$545.32
2022-08-31	\$545.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$545.32
2022-09-29	\$545.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$545.32
2022-10-26	\$545.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$545.32
2022-12-06	\$817.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$817.98
2023-01-04	\$545.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$545.32
<b>Total</b>	<b>\$6459.03</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6459.03</b>

\*Please refer to actual contributions for breakdown of other contribution types.

## Contribution summary for Chol Garang for The Trustee for AWUOLKIIR SMSF

Total contributions summary for the period: (19/01/2022 - 19/10/2023)

SMSF Name: The Trustee for AWUOLKIIR SMSF | SMSF ABN: 24335785956

Date received	Superannuation guarantee	Award or productivity	Personal Contributions	Salary sacrificed	Voluntary	Spouse contributions	Child contributions	Other third party contributions	*Other	Total
2022-04-14	\$673.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$673.33
2022-06-10	\$487.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$487.96
2022-07-12	\$642.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$642.34
2022-08-10	\$882.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$882.39
2022-09-13	\$869.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$869.35
2022-10-12	\$671.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.68
2022-11-09	\$690.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$690.60
2022-12-13	\$864.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$864.08
2023-01-10	\$711.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$711.98
2023-02-09	\$727.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$727.57
2023-08-17	\$588.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$588.62
2023-09-14	\$754.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$754.07
2023-10-16	\$628.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$628.08
<b>Total</b>	<b>\$9192.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9192.05</b>

\*Please refer to actual contributions for breakdown of other contribution types.



THE TRUSTEE FOR AWUOLKIIR SMSF  
3 LUPRENA AV  
INGLE FARM SA 5098

Our reference: 7133752991590  
Phone: 13 10 20  
ABN: 24 335 785 956

20 October 2022

### **Superannuation remittance advice**

To whom it may concern

An amount of \$17.27 has been forwarded to you from the super guarantee account for THE TRUSTEE FOR AWUOLKIIR SMSF as per the enclosed remittance advice.

More information about the remittance process is provided on the back of this page, but if you have any questions please phone **13 10 20** between 8.00am and 6.00pm, Monday to Friday.

Yours faithfully

Grant Brodie  
Deputy Commissioner of Taxation

### Reading your remittance advice

This remittance advice provides details of super guarantee payments credited to you for one or more of your members.

### Payment for and account details

These details are provided so you can reconcile each payment with the correct member account.

Where you have made a claim for payment, the member and account details will match those you reported to us as part of your claim.

### Remittance reference number

This is a unique identifier we assign to the remittance of a member's super guarantee payment.

It is important to note this number as it needs to be quoted if you are not accepting a particular payment on this remittance.

### Payment

This is the total amount of super guarantee being credited for a member.

### What should you do if you will not be accepting one or more payments on the remittance?

You will need to complete a *Superannuation payment variation advice* (NAT 8451) statement and lodge it and your repayment with us on or before **25 November 2022**.

The *Completing the Superannuation payment variation advice* (NAT 8450) statement instructions will help you fill out this form.

Your repayment can be sent electronically to us by BPAY® or direct credit, or by cheque enclosed with the completed form.

If you are paying by cheque, please refer to the 'How to pay' information on the *Superannuation payment variation advice* (NAT 8451) statement. This will help you to complete the repayment details.

## HOW TO PAY

Your payment reference number (PRN) is:

BPAY®



Billers code: 75556

Ref:

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.  
More info: [www.bpay.com.au](http://www.bpay.com.au)

### CREDIT OR DEBIT CARD

Pay online with your credit or debit card at  
[www.governmenteasypay.gov.au/PayATO](http://www.governmenteasypay.gov.au/PayATO)

To pay by phone, call the Government EasyPay service on **1300 898 089**.

A card payment fee applies.

### OTHER PAYMENT OPTIONS

For other payment options, visit [www.ato.gov.au/paymentoptions](http://www.ato.gov.au/paymentoptions)



## Superannuation remittance advice

Provider: THE TRUSTEE FOR AWUOLKIIR SMSF  
Tax file number: 699 269 033  
Remittance type: Super guarantee

Payment for	Account/Other ID	TFN	Date of birth	Remittance reference number	Financial year	Payment
Ajang Achien		413 279 179	23/7/1979	7028475023052	2021	\$17.27

Payment details	Description	Processed date	Credit
	Super guarantee remittance	19 October 2022	\$17.27 CR
<b>Total payment amount</b>			<b>\$17.27 CR</b>





046

CHOL AWUOL GARANG  
 AJANG KIIR ACHIEN  
 3 LUPRENA AVE  
 INGLE FARM SA 5098

Account Number 06 5122 11230809

Statement Period 1 Jul 2022 - 30 Dec 2022

Closing Balance \$25,784.04 CR

Enquiries 13 1998  
 (24 hours a day, 7 days a week)

## Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for SMSF customers. Enjoy the convenience of managing your investments through NetBank and the CommBank app.

Name: CHOL AWUOL GARANG AND AJANG KIIR ACHIEN  
 AS TRUSTEES FOR AWUOLKIIR SMSF

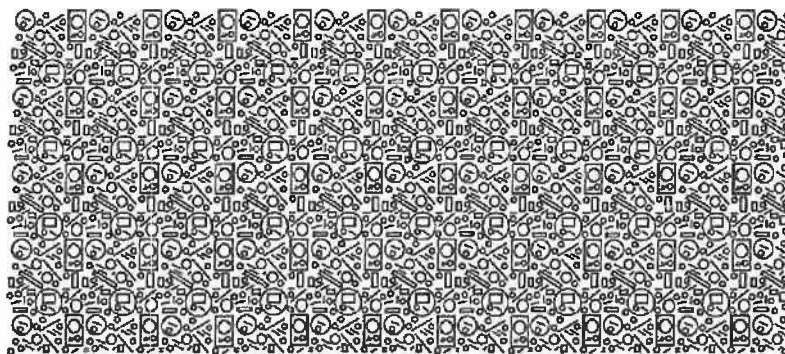
Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Jul	2022 OPENING BALANCE			\$20,575.19 CR
01 Jul	CREDIT INTEREST EARNED on this account to June 30, 2022 is \$6.14			
01 Jul	Credit Interest		3.00	\$20,578.19 CR
04 Jul	Direct Credit 481471 SuperChoice P/L PC280622-133992399		272.66	\$20,850.85 CR
04 Jul	Direct Credit 481471 SuperChoice P/L PC280622-134055816		272.66	\$21,123.51 CR
12 Jul	Direct Credit 361578 QUICKSUPER QUICKSPR3249249414		642.34	\$21,765.85 CR
01 Aug	Credit Interest		7.26	\$21,773.11 CR
03 Aug	Direct Credit 481471 SuperChoice P/L PC280722-194672368		272.66	\$22,045.77 CR
03 Aug	Direct Credit 481471 SuperChoice P/L PC280722-194670739		272.66	\$22,318.43 CR
10 Aug	Direct Credit 361578 QUICKSUPER QUICKSPR3271929425		882.39	\$23,200.82 CR
30 Aug	Direct Credit 481471 SuperChoice P/L PC240822-176353545		545.32	\$23,746.14 CR
01 Sep	Credit Interest		15.84	\$23,761.98 CR
13 Sep	Direct Credit 361578 QUICKSUPER QUICKSPR3297646344		869.35	\$24,631.33 CR



\*# 11276.46069.1.2.ZZ258R3.0303.SL.R3.S913.D337.OV06.00.35



Date	Transaction	Debit	Credit	Balance			
28 Sep	Direct Credit 481471 SuperChoice P/L PC210922-157235338		272.66	\$24,903.99 CR			
28 Sep	Direct Credit 481471 SuperChoice P/L PC210922-157235600		272.66	\$25,176.65 CR			
01 Oct	Credit Interest		27.09	\$25,203.74 CR			
12 Oct	Direct Credit 361578 QUICKSUPER QUICKSPR3320062745		671.68	\$25,875.42 CR			
18 Oct	Wdl Branch ELIZABETH PORTFOLIO INVESTMENT	3,500.00		\$22,375.42 CR			
20 Oct	Direct Credit 012721 ATO ATO003000017378387		17.27	\$22,392.69 CR			
25 Oct	Direct Credit 481471 SuperChoice P/L PC191022-197612615		545.32	\$22,938.01 CR			
01 Nov	Credit Interest		35.17	\$22,973.18 CR			
03 Nov	Direct Credit 089636 REST 100000003285713661		400.27	\$23,373.45 CR			
09 Nov	Direct Credit 361578 QUICKSUPER QUICKSPR3342025632		690.60	\$24,064.05 CR			
01 Dec	Credit Interest		37.93	\$24,101.98 CR			
06 Dec	Direct Credit 481471 SuperChoice P/L PC301122-102858219		817.98	\$24,919.96 CR			
13 Dec	Direct Credit 361578 QUICKSUPER QUICKSPR3367112351		864.08	\$25,784.04 CR			
30 Dec	2022 CLOSING BALANCE			\$25,784.04 CR			
	<b>Opening balance</b>	<b>-</b>	<b>Total debits</b>	<b>+</b>	<b>Total credits</b>	<b>=</b>	<b>Closing balance</b>
	\$20,575.19 CR		\$3,500.00		\$8,708.85		\$25,784.04 CR

**Your Credit Interest Rate Summary**

Date	Balance	Standard Credit Interest Rate (p.a.)
30 Dec	Less than \$10,000.00	0.00%
	\$10,000.00 and over	2.10%

Note. Interest rates are effective as at the date shown but are subject to change.

**Important Information:**

We try to get things right the first time – but if we don't, we'll do what we can to fix it.

You can fix most problems simply by contacting us.

Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001

Tell us online: [commbank.com.au/support/compliments-and-complaints.html](http://commbank.com.au/support/compliments-and-complaints.html)

Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, [afca.org.au](http://afca.org.au), website for more information.

Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Email: [info@afca.org.au](mailto:info@afca.org.au)

Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST





046

CHOL AWUOL GARANG  
 AJANG KIIR ACHIEN  
 3 LUPRENA AVE  
 INGLE FARM SA 5098

Account Number 06 5122 11230809

Statement Period 31 Dec 2022 - 30 Jun 2023

Closing Balance ■ \$23,583.52 CR

Enquiries 13 1998  
 (24 hours a day, 7 days a week)

## Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for SMSF customers. Enjoy the convenience of managing your investments through NetBank and the CommBank app.

Name: CHOL AWUOL GARANG AND AJANG KIIR ACHIEN  
 AS TRUSTEES FOR AWUOLKIIR SMSF

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

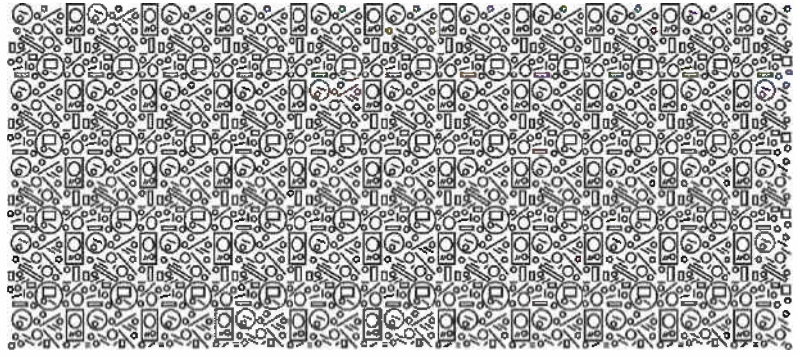
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
31 Dec 2022	OPENING BALANCE			\$25,784.04 CR
01 Jan	Credit Interest		44.14	\$25,828.18 CR
04 Jan	Direct Credit 481471 SuperChoice P/L PC281222-194155821		545.32	\$26,373.50 CR
10 Jan	Direct Credit 361578 QUICKSUPER QUICKSPR3384732948		711.98	\$27,085.48 CR
23 Jan	Wdl Branch ELIZABETH	1,765.00		\$25,320.48 CR
01 Feb	Credit Interest		46.93	\$25,367.41 CR
09 Feb	Direct Credit 361578 QUICKSUPER QUICKSPR3406419703		727.57	\$26,094.98 CR
23 Feb	Wdl Branch SALISBURY	2,200.00		\$23,894.98 CR
01 Mar	Credit Interest		41.43	\$23,936.41 CR
01 Apr	Credit Interest		47.71	\$23,984.12 CR
18 Apr	Wdl Branch ELIZABETH	500.00		\$23,484.12 CR
01 May	Credit Interest		47.86	\$23,531.98 CR
01 Jun	Credit Interest		51.54	\$23,583.52 CR
30 Jun 2023	CLOSING BALANCE			\$23,583.52 CR

<b>Opening balance</b>	-	<b>Total debits</b>	+	<b>Total credits</b>	=	<b>Closing balance</b>
\$25,784.04 CR		\$4,465.00		\$2,264.48		\$23,583.52 CR



\*# 17633.42470.1.1 ZZ258R3 0303 SL.R3.S911.D162.OV06.00.36



### Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
30 Jun	Less than \$10,000.00	0.35%
	\$10,000.00 and over	3.00%

Note. Interest rates are effective as at the date shown but are subject to change.

#### Important Information:

We try to get things right the first time – but if we don't, we'll do what we can to fix it.

You can fix most problems simply by contacting us.

Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001

Tell us online: [commbank.com.au/support/compliments-and-complaints.html](http://commbank.com.au/support/compliments-and-complaints.html)

Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, [afca.org.au](http://afca.org.au), website for more information.

Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Email: [info@afca.org.au](mailto:info@afca.org.au)


Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST

**AWUOLKIIR SMSF- Minutes of meeting**




On the 18/10/2022 we withdrew \$3500 from our self-managed superfunds (Salisbury Branch) to purchase nails and iron sheets from local store in Juba South Sudan. We added \$1500 from **Awuolkiir smsf** cash money to make \$5000 Australian dollars. It was later send (receipts attached) through Tawakal Money Express on 24/10/2022. The money was received on the same day and later used for intended purposes (which is to complete the construction of the house).

Names: Ajang Kiir Achien

Signature: 

Names: Chol Awuol Garang

Signature: 

Date: 18 | 10 | 2022

Address: 3 Luprena Avenue Ingle Farm SA 5098



---

**Fwd: Awuolkiir SMSF**

3 messages

---

**Chol Awuol Garang** <choladok@hotmail.com>  
To: "emily@smsfaustralia.com" <emily@smsfaustralia.com>

29 November 2023 at 14:10


[Get Outlook for iOS](#)

---

**From:** Officeworks Print Copy & Create <[Officeworks@self-serve.net](mailto:Officeworks@self-serve.net)>  
**Sent:** Wednesday, November 29, 2023 3:56:48 PM  
**To:** [choladok@hotmail.com](mailto:choladok@hotmail.com) <[choladok@hotmail.com](mailto:choladok@hotmail.com)>  
**Subject:** Awuolkiir SMSF

Thank you for shopping with Officeworks  
Your scan is attached to this email.  
Warm Regards,  
The Officeworks Team

---

 **Scan 2023-11-29\_15-54-50.pdf**  
1042K

---

**Emily Cooper** <emily@smsfaustralia.com>  
To: Chol Awuol Garang <choladok@hotmail.com>

1 December 2023 at 11:29

Hi Chol,

In regards to the Elizabeth withdrawals, can you please confirm if these are additional investments apart from the Munno Para and Salisbury branches?

Thanks,

Regards

Emily Cooper

SMSF Accountant | SMSF Australia

0481 001 746

[emily@smsfaustralia.com](mailto:emily@smsfaustralia.com)

---

*Efficiency is doing better what is already being done – Peter F Drucker*

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[Quoted text hidden]

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**Chol Awuol Garang** <choladok@hotmail.com>  
**To:** Emily Cooper <emily@smsfaustralia.com>

1 December 2023 at 17:47

It's the same investment, thank you!

Get [Outlook for iOS](#)


---

**From:** Emily Cooper <emily@smsfaustralia.com>  
**Sent:** Friday, December 1, 2023 1:59:13 PM  
**To:** Chol Awuol Garang <choladok@hotmail.com>  
**Subject:** Re: Awuolkiir SMSF

[Quoted text hidden]

# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

-  We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'news and alerts'.

For more information on free approved trustee education courses visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

➤ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
- phone us on 13 10 20.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

ⓘ Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office  
Canberra  
June 2021

DE-35147



# Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

ANNUOLKIR SMSF
----------------

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

## Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

## Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

## Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

## Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

**Administration**

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**DECLARATION**

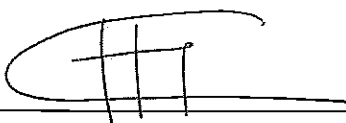
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

CHOL ANUOL GARANG

Trustee's or director's signature



Date

Day: 15 / Month: 12 / Year: 2021

Witness' name (witness must be 18 years old or over)

MANYOK KUANY DENG

Witness' signature




Date

Day: 15 / Month: 12 / Year: 2021

# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

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You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

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- speak to a professional adviser
- visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
- phone us on 13 10 20.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

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Published by

Australian Taxation Office  
Canberra  
June 2021

DE-35147





# Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

<del>AWUOLKIR</del> AWUOLKIR SMSF
-----------------------------------

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

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- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
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- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
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- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
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  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
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  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
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- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
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  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**DECLARATION**

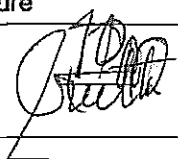
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

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- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

AJIANG KIR ACHEN

Trustee's or director's signature




Date

Day: 13 / Month: 12 / Year: 2021

Witness' name (witness must be 18 years old or over)

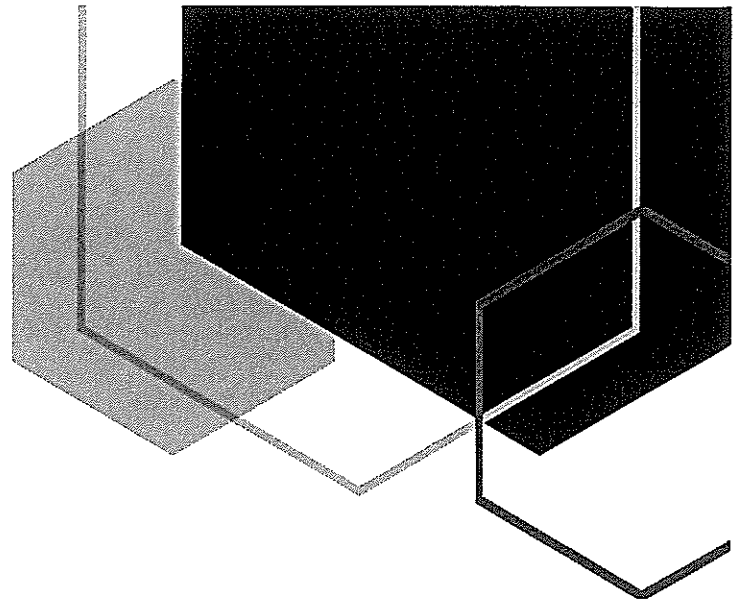
MANYOK KUANY DENG

Witness' signature



Date

Day: 15 / Month: 12 / Year: 2021

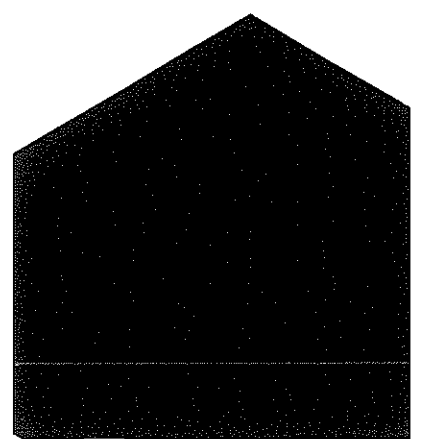
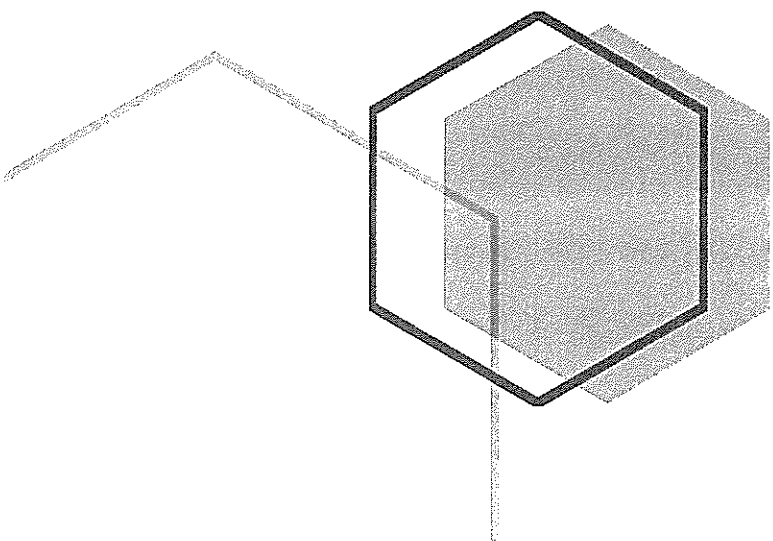


# Investment Strategy



**The Trustee for AWUOLKIIR SMSF**

This investment strategy of the Trustee for AWUOLKIIR SMSF (Fund) (as amended to from time to time), is created in compliance with the Superannuation Industry (Supervision) Act 1993 (Cth) (SIS Act) and Superannuation Industry (Supervision) Regulations 1994 (Cth) (SIS Regulations).



# **Self-Managed Superannuation Fund Investment Strategy**

Trustee for AWUOLKIIR SMSF

17 GRAEBER ROAD  
SMITHFIELD 5114 SA

Maddocks Lawyers  
[www.maddocks.com.au](http://www.maddocks.com.au)

---

# Investment Strategy of the Trustee for AWUOLKIIR SMSF

This investment strategy of the Trustee for AWUOLKIIR SMSF (**Fund**) (as amended to from time to time), is created in compliance with the *Superannuation Industry (Supervision) Act 1993* (Cth) (**SIS Act**) and *Superannuation Industry (Supervision) Regulations 1994* (Cth) (**SIS Regulations**). In developing this investment strategy, the Trustees have considered the needs and circumstances of the Fund's members including age and retirement needs.

This investment strategy revokes any earlier investment strategies created for this Fund.

## 1. Investment objectives

The Fund has the following investment objectives:

- 1.1 to protect and enhance the members' retirement benefits;
- 1.2 capital growth by maximising returns on investments for the members taking into account associated investment risks;
- 1.3 a pre-tax investment return for the Fund 10% greater than the Consumer Price Index (All Groups Weighted Average); and
- 1.4 to hold assets in a form which will enable the Fund to discharge its existing and future liabilities.

## 2. Compliance with laws and advice to Trustees

- 2.1 The Fund is compliant with current superannuation laws and regulations and the governing rules of its trust deed.
- 2.2 Set out in Annexure 1 is a summary of relevant trustee investment obligations under the SIS Act and SIS Regulations.

## 3. Investment policies

The Trustees will comply with the following investment policies in giving effect to this investment strategy:

- 3.1 to regularly monitor the performance of the Fund's investments including the spread of those investments and the expected cash flow requirements of the Fund; and
- 3.2 to consider market volatility and its potential impact of the Fund's current investments at any given time.

## 4. Investment considerations

The Trustees will take into account the following investment considerations:

- 4.1 *Diversification*
  - 4.1.1 To ensure diversity of the Fund's investments, the Trustees may invest in a number of different investments but, in doing so, will consider this investment strategy as a

whole. The Trustees acknowledge that diversification of investments avoids the risk of the Fund relying on the rates of return (whether income return or capital growth), from one or a small number of investments which ultimately may not be as profitable as the Trustees anticipated.

4.1.2 The Trustees will consider diversification in light of the size and maturity of the Fund. The Trustees acknowledge that where the Fund has a larger sum of money to invest, it is easier to achieve diversification.

4.1.3 The Trustees may at any given time change the mix of investments in order to give effect to those investment considerations.

## 4.2 *Risk*

4.2.1 The Trustees acknowledge that there is a strong correlation between risk and return on investments.

4.2.2 The Trustees acknowledge and agree that they will:

- (a) from time to time, determine the acceptable level of risk and volatility of returns in the light of the Fund's circumstances; and
- (b) give priority to an overall objective of preserving the Fund's capital.

4.2.3 The Trustees will, consistent with paragraph 4.2.2, separately review the risk profile of each member as member risk profiles may vary depending upon the member's age and other circumstances.

4.2.4 The Trustees acknowledge that in order to maximise returns in appropriate circumstances, the Trustees may invest the Fund's assets in volatile investments if the Trustees have appropriately balanced the Fund's investment portfolio. Volatile investments may be profitable for the Fund in the long term.

## 4.3 *Liquidity*

The Trustees will ensure that there are enough liquid investments in the Fund at any one time which may be quickly and easily converted to cash, in order to meet the payment of member benefits and Fund expenses, having regard to the Fund's expected cash flow requirements.

## 4.4 *Asset allocation*

The Trustees acknowledge the need to have a diversified investment mix and a balanced investment portfolio and will adopt a strategic asset allocation in accordance with the percentage ranges described below:

<b>Asset Class</b>	<b>Range (%)</b>
Cash	0 - 30
Australian Equities	0 - 5
International Equities	0 - 30
Australian Fixed Interest	0 - 5
International Fixed Interest	0 - 15
Managed investments and associated products	0 - 5

Real Estate	0 - 5
Artworks and Collectibles	0 - 0
Any other investment that is legal under the laws of the Commonwealth of Australia and its States and Territories (which the Trustees will consider from time to time on a case by case basis)	0 - 5

#### 4.5 *Investment costs*

The Trustees acknowledge that they will at all times aim to minimise investment costs. Despite this, if the Trustees consider that it is in the best interests of the Fund and its members to invest in a product that has upfront costs, then they may do so provided that the investment is in accordance with this investment strategy. Exit costs and penalties may also be part of the cost of carrying out this investment strategy.

#### 4.6 *Borrowing*

The Trustees acknowledge that:

- 4.6.1 from time to time, they will consider undertaking borrowing on a case by case basis:
- (a) at a loan to valuation ratio for the asset of 0 – 75% for any specific asset; and
  - (b) at a LVR for the fund of 0 - 80%; and
- 4.6.2 any borrowing will be considered in light of consistency with the overall investment strategy.

#### 4.7 *Taxation*

The Trustees will:

- 4.7.1 take all steps as are reasonably necessary to ensure that the Fund continues to obtain concessional taxation status on the income; and
- 4.7.2 consider the tax consequences of all investments made on behalf of the Fund.

#### 4.8 *Payment of benefits to members and other costs*

The Trustees acknowledge that to the extent they are required to pay tax, expenses and benefits, then they will do so promptly on or before the due date for those payments, and will take all steps as are reasonably necessary to ensure that there is sufficient cash to meet such obligations.

#### 4.9 *Insurance*

The Trustees will from time to time, consider life, total permanent disability and income protection insurance for each of the members of the Fund.

### **5. Guidance on investments**

#### 5.1 *Authorised investments:*

The following are the types of investment in which the assets of the Fund may be invested:

- 5.1.1 Investments in which it is permissible to invest trust funds under the law of any jurisdiction in Australia.
- 5.1.2 Securities in any company incorporated anywhere, whether carrying on business in Australia or not.
- 5.1.3 Deposits (whether secured or not) with a bank, friendly society, building society, credit co-operative, trustee company, or other registered financial institution.
- 5.1.4 Real or personal property, including an improvement to that property.
- 5.1.5 Units (including sub-units) in a unit trust established or situated anywhere in the world by subscription or purchase (including joint subscription or purchase). Whether the units are fully paid or partly paid, and whether their issue involves a contingent or reserve liability is irrelevant.
- 5.1.6 Futures, options or any other synthetic investment.
- 5.1.7 Hedging, swapping or any similar arrangement, even though it is not linked to any property of the Fund.
- 5.1.8 Deposits (whether secured or not) with, or loan (whether secured or not) to, any person (including an employer) on any terms the Trustees think reasonable. The fact that the Trustees have a direct or indirect interest in the deposit or borrowing or may benefit directly or indirectly from it is irrelevant.
- 5.1.9 A policy or annuity with an insurer, whether by proposal or purchase.
- 5.1.10 Instalment warrants or receipts.
- 5.1.11 By way of a limited recourse borrowing arrangement.
- 5.1.12 Any other investment allowed by superannuation law that the Trustees think appropriate.

## 5.2 *Forbidden investments*

The Trustees acknowledge that they will not invest any investment that is forbidden by superannuation law and will not make an investment in the form of a loan or other financial assistance to a member or a relative of a member of the Fund.

## 5.3 *Australian securities*

After research and due diligence, these include investments directly or indirectly in listed and unlisted securities and interests in managed funds (whether or not registered as managed investment schemes) including shares and warrants.

## 5.4 *International securities*

After research and due diligence, these include investments directly or indirectly in listed and unlisted securities and interests in managed funds (whether or not registered as managed investment schemes) from around the world including shares, debentures, warrants, derivatives, derivatives securities and managed funds.

## 5.5 *Property*

This includes both direct and indirect investments in physical property, in listed and unlisted property trusts and property securities funds.



## 5.6 *Derivatives*

The Trustees are permitted to invest in derivatives.

Derivatives may be used to:

- 5.6.1 leverage returns;
- 5.6.2 reduce volatility by hedging investments against the risk of adverse movements in market prices;
- 5.6.3 achieve diversified exposure through market indices; and
- 5.6.4 achieve transactional efficiency through reducing the cost of achieving a required exposure or position.

The Trustees will review and comply with the Derivate Risk Statement set out in Annexure 2.

## 5.7 *Currency risk*

The Trustees may invest in overseas assets in the form of, for example, international securities. In this regard, the Trustees will consider whether a foreign currency hedge is appropriate to guard against fluctuations in exchange rates.

## 6. **Professional advice**

The Trustees may from time to time seek advice from a professional advisor being either an accountant, solicitor or financial planner, to discuss any aspect of this strategy or any future strategy and its implementation.

## 7. **Review**

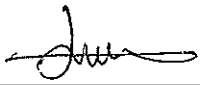
The Trustees may review and, when considered necessary, amend this investment strategy. The Trustees acknowledge that circumstances where it would be appropriate for the Trustees to conduct a review include where:

- 7.1 acquisition or disposal of a material fund asset;
- 7.2 a new member is added to the Fund;
- 7.3 a member commences, or is about to commence, a pension;
- 7.4 the death or incapacity of a member;
- 7.5 where the members of the SMSF enter into a marriage or domestic relationship, a breakdown of that arrangement;
- 7.6 where there is a change in the financial needs of the members of the SMSF;
- 7.7 there has been significant market volatility; or
- 7.8 the Trustees wish to undertake new investment activities not permitted by the current investment strategy.

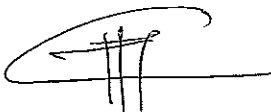
**Signed by the Trustees**

Dated: 15/11/2021

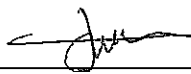
Signed sealed and delivered by CHOL AWJOL GARANG, in the capacity of trustee, in the presence of:

  
\_\_\_\_\_  
Signature of witness


AIETH ATEM AIETH  
Name of witness (please print)

  
\_\_\_\_\_  
Signature of individual

Signed sealed and delivered by AJANG KIIR ACHIEN, in the capacity of trustee, in the presence of:

  
\_\_\_\_\_  
Signature of witness

AIETH ATEM AIETH  
Name of witness (please print)

  
\_\_\_\_\_  
Signature of individual

---

# Annexure 1

## SUMMARY OF SUPERANNUATION LAW DUTIES OF TRUSTEES

### DIRECTLY RELATING TO INVESTMENTS

One of the most important duties of a trustee of a superannuation fund is the investment of the fund's assets.

The earnings achieved on the investment of the fund's assets plus the concessional tax rate of 15% that is applied to those earnings helps to maximise the entitlement on retirement.

There are 5 guiding rules that trustees should follow:

#### 1. ESTABLISH AND IMPLEMENT AN INVESTMENT STRATEGY

---

All self-managed superannuation funds **must** have an investment strategy.

Section 52(6) of the *Superannuation Industry (Supervision) Act 1993 (Cth) (SIS Act)* and regulation 4.09(2) of the *Superannuation Industry (Supervision) Regulations 1994 (Cth)*, require that a trustee must formulate, review regularly and give effect to an investment strategy for the whole of the fund, and for each investment option offered by the trustee in the fund, having regard to:

- the risk involved in making, holding and realising, and the likely return from, the investments covered by the strategy, having regard to the trustee's objectives in relation to the strategy and to the expected cash flow requirements in relation to the fund;
- the composition of the investments covered by the strategy, including the extent to which the investments are diverse or involve the fund being exposed to risks from inadequate diversification;
- the liquidity of the investments covered by the strategy, having regard to the expected cash flow requirements of the fund;
- whether reliable valuation information is available in relation to the investments covered by the strategy;
- the ability of the fund to discharge its existing and prospective liabilities;
- the expected tax consequences for the fund in relation to the investments covered by the strategy;
- the costs that might be incurred by the fund in relation to the investments covered by the strategy;
- whether the trustee of the fund should hold a contract of insurance that provides insurance cover for one or more members of the fund; and
- any other relevant matters.

Once the trustee has agreed to an investment strategy, the fund's investments should be consistent with that strategy.

## **2. INVEST IN ASSETS THAT ARE PERMITTED BY THE TRUST DEED**

---

The trust deed may place some restriction on the type and class of asset in which the fund may invest. Ensure that the trust deed gives the trustee power to make an investment that may be proposed.

## **3. AVOID PROHIBITED INVESTMENTS**

---

The SIS Act prohibits certain investments. Restrictions are placed upon:

- the acquisition of assets from related entities;
- investing in, giving loans to and entering leases and lease arrangements with related parties (in house assets);
- borrowing; and
- lending to members.

In addition, all investment activities must be on an arm's length basis.

Ensure that all investments do not contravene the requirements of the SIS Act.

## **4. CONSIDER ETHICAL INVESTMENTS**

---

In the Product Disclosure Statement, trustees are required to disclose whether labour standards or environmental, social or ethical considerations are, or will be, taken into account when the trustees select, retain or realise an investment. You should review what representations were or are made to fund members about such considerations in the Product Disclosure Statement for the fund. If no representations were or are made, then the trustees should consider incorporating such considerations into its investment strategy.

## **5. AVOID INVESTMENTS THAT ARE TOTALLY SPECULATIVE**

---

While any investment may be regarded as speculative, as trustees are expected to act prudently, the acquisition of assets that are totally speculative should be avoided, as they may be so speculative so as not to be regarded as an investment.

The trustees are required to develop an investment strategy and invest in a manner that satisfies these guidelines and which takes account of the particular needs of fund members.

## Trustee for AWUOLKIIR SMSF

### Minutes of the Initial Meeting of the Trustees of the Trustee for AWUOLKIIR SMSF

<b>Venue</b>	17 GRAEBER ROAD SMITHFIELD SA 5114
<b>Date</b>	15 November 2021
<b>Present</b>	CHOL AWUOL GARANG AJANG KIIR ACHIEN
<b>Chair</b>	CHOL AWUOL GARANG

#### Establishment of the Trustee for AWUOLKIIR SMSF

- 1 **Agreed** that it is the desire of the persons present to establish and maintain a fund of which the sole or primary purpose is to provide old age pensions to members of the fund on their retirement.
- 2 **Noted** that the persons present have agreed to act as first trustees of the fund in accordance with the proposed trust deed establishing the fund.
- 3 **Resolved unanimously** that:
  - the fund that is to be known and identified by the name the Trustee for AWUOLKIIR SMSF be established as a superannuation fund;
  - the trust deed be executed by the trustees in accordance with section 127(2) of the *Corporations Act 2001*;
  - the fund be established as from the day the deed is executed;
  - the fund be a regulated superannuation fund under the *Superannuation Industry (Supervision) Act 1993*;
  - an 'Application to Register for The New Tax System Superannuation Entities' in respect of an Australian Business Number and an election to be a regulated superannuation fund be lodged with the Australian Taxation Office.

#### Membership

- 4 **Noted** that an application for membership had been received from:  
CHOL AWUOL GARANG  
AJANG KIIR ACHIEN

5 **Resolved unanimously that:**

- the membership applications be approved;
- the members be advised;
- that information be given to the members that the trustees reasonably believe the members would reasonably need for the purpose of understanding the main features of the fund; the management and financial condition of the fund; and the investment performance of the fund.

**Appointment of fund accountant**

6 **Resolved unanimously that:**

- be appointed fund accountant and be the contact address for the fund.

**Fund bank account**

7 **Resolved unanimously that:**

- a bank account named the Trustee for AWUOLKIIR SMSF be established; and that the account and all dealings with the bank be operated by one or more of the trustees who will be the signatories to the account.

**Documents**

8 **Resolved unanimously that:**

- any of the trustees may sign receipts, acceptances, applications, contracts and other documents on the fund's behalf.

**Contributions**

9 **Resolved unanimously that:**

- contributions be received in respect of the members.


**Fund auditor**

10 **Resolved unanimously that:**

- be appointed auditor of the fund.

There being no further matters to discuss, the meeting was closed.

**Signed as a true record of the meeting**

Chairperson:   
CHOL AWUOL GARANG

Date: 15/11/2021

# Trustee for AWUOLKIIR SMSF

## Minutes of the Meeting of the Trustees

<b>Venue</b>	17 GRAEBER ROAD SMITHFIELD SA 5114
<b>Date</b>	15 November 2021
<b>Present</b>	CHOL AWUOL GARANG AJANG KIIR ACHIEN
<b>Chair</b>	CHOL AWUOL GARANG

### Investment objectives

- 1 **Resolved** that the fund have the following investment objectives:
  - an investment return in excess of inflation, that is, in excess of the Consumer Price Index (All Groups Weighted Average);
  - to hold assets in a form to enable the Fund to discharge existing and future liabilities in a manner which satisfies the members.

### Investment objectives strategy

- 2 **Resolved** that the fund will have the ability to invest in the following areas:
  - direct equities and stocks, including participation in dividend reinvestment programs and rights issues or any other similar investments offered in this area;
  - property trusts and associated investments;
  - managed investments and associated products;
  - direct property investments; and
  - any other investment that is legal under the laws of the Commonwealth of Australia and its States and Territories.
- 3 **Noted** that in determining this strategy, the trustees considered whether to hold a contract of insurance for each of the members, and **resolved** to consider this requirement separately as soon as practicable.
- 4 **Resolved** that in giving effect to this strategy, the trustees will consider, in respect of each of the fund's investments, the aspects of the investment being in accordance with the fund's investment objectives and relevant legislation.
- 5 Further, the trustees will consider in respect of each investment, the risk to the fund and its members of acquiring it, the diversification of the investment vis a vis all of the other investments owned by the fund, the liquidity requirements of the fund in meeting its liabilities and the effect that each investment will have on those requirements and all

matters relating to the prudential nature of the investment after having assessed the entire financial position of the members.

- 6 The trustee will ensure that all the fund's investments are monitored and continue to comply with this strategy and the relevant legislation, and will ensure that this investment strategy is regularly reviewed.
- 7 The trustee reserve the right to alter this strategy at any time.

**Signed as a true record of the meeting**

Chairperson:

  
\_\_\_\_\_

CHOL AWUOL GARANG

Date:

15/11/2021



# Trustee for AWUOLKIIR SMSF

## Advice to the Trustees

One of the most important duties of a trustee of a superannuation fund is the investment of the fund's assets.

The earnings achieved on the investment of the fund's assets plus the concessional tax rate of 15% that is applied to those earnings helps to maximise the entitlement on retirement.

There are 5 guiding rules that trustees should follow:

### **1. ESTABLISH AND IMPLEMENT AN INVESTMENT STRATEGY**

---

The SIS Act requires that all funds **must** have an investment strategy. Once the trustee has agreed to an investment strategy, the fund's investments should be consistent with that strategy.

### **2. INVEST IN ASSETS THAT ARE PERMITTED BY THE TRUST DEED**

---

The trust deed may place some restriction on the type and class of asset in which the fund may invest. Ensure that the trust deed gives the trustee power to make an investment that may be proposed.

### **3. AVOID PROHIBITED INVESTMENTS**

---

The SIS Act prohibits certain investments. Restrictions are placed upon:

- the acquisition of assets from related entities;
- investing in, giving loans to and entering leases and lease arrangements with related parties (in house assets);
- borrowing; and
- lending to members.

In addition, all investment activities must be on an arm's length basis.

Ensure that all investments do not contravene the requirements of the SIS Act.

### **4. CONSIDER ETHICAL INVESTMENTS**

---

In the Product Disclosure Statement, trustees are required to disclose whether labour standards or environmental, social or ethical considerations are, or will be, taken into account when the trustees select, retain or realise an investment. While the Product Disclosure Statement states that, at this stage, the trustees do not take any such considerations into consideration when selecting, retaining or realising an investment, the trustees should consider incorporating such considerations into its investment strategy.

## **5. AVOID INVESTMENTS THAT ARE TOTALLY SPECULATIVE**

---

While any investment may be regarded as speculative, as trustees are expected to act prudently, the acquisition of assets that are totally speculative should be avoided, as they may be so speculative so as not to be regarded as an investment.

The trustees are required to develop an investment strategy and invest in a manner that satisfies these guidelines and which takes account of the particular needs of fund members.

# **Superannuation Trust Deed for a Self- Managed Fund**

for

---

**Trustee for AWUOLKIIR SMSF**

~~ABN 15 926 315 018~~

---

17 GRAEBER ROAD  
SMITHFIELD  
5114 SA

Maddock Lawyers  
Maddocks House  
Level 1, 40 Macquarie Street  
Barton ACT 2600  
Tel: 1300 307 343  
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## Overview

For the convenience of users, this superannuation trust deed is written in plain language. It contains only those clauses that are appropriate for the particular form of self-managed superannuation fund that you have chosen. *It is not suitable for any other form of fund.*

If you decide to change the trustees of the fund, for example, replace individual trustees with a corporate trustee or replace a corporate trustee with individual trustees, you will have to use the Cleardocs system to create a replacement deed that incorporates the necessary clauses for the new form of fund.

*You cannot change the form of the fund in any other way.*

## **A Establishment of the fund**

### **The establishment of the fund**

- 1 Each person named as a member in the Schedule to this deed, and each person named as trustee in the Schedule enter into this deed to establish the Trustee for AWUOLKIIR SMSF as a self-managed superannuation fund under the SIS Act. It is an indefinitely continuing superannuation fund.

### **Purpose of the fund**

- 2 The sole or primary purpose of the fund is to provide old age pensions to members on their retirement.

### **Trustees of the fund**

- 3 The initial trustee is named in the Schedule to this deed. The trustee accepts the appointment. The fund is vested in the trustees. No other person (including a member) has any legal or beneficial interest in any asset of the fund except to the extent expressly stated elsewhere in this deed. The trustees must manage the fund in accordance with this deed.

### **Method of decision by trustees under this deed**

- 4 Subject to clause 5, if there is more than one trustee they must act jointly.

### **Meetings of trustees**

- 5 Any trustee may call a meeting of trustees by providing 7 days' written notice to each of the other trustees at their address listed in the Schedule to this deed (or to any other address of a trustee if that trustee has informed each of the other trustees of the other address). The following rules apply to any such meeting:
  - unless agreed to by all the trustees, the meeting may only be within business hours;
  - a trustee may attend the meeting by phone;
  - a quorum for the meeting will be all the trustees, and if all the trustees are not in attendance within 15 minutes after the scheduled time the meeting will be adjourned for 5 business days, to be held at the same time of day (**adjourned meeting**);
  - at the adjourned meeting, the quorum of trustees will be those trustees in attendance;
  - at any meeting, if the trustees are unable to reach a decision unanimously or by majority then decisions will be made by poll, with each trustee having the number of votes equal to the nearest dollar figure (rounded up) representing the value of the benefits of the member whom that trustee represents;

- the requirement for 7 days' written notice of a meeting may be waived if all the trustees agree.

### **Deed subject to superannuation law**

- 6 This deed is to be interpreted so as to comply with superannuation law. In particular, it is to be construed so that the fund it establishes qualifies as a self managed superannuation fund under superannuation law and so that it qualifies for, and payments from it qualify for, all available concessional tax treatment under the Tax Act. To the extent that anything in this deed is inconsistent with superannuation law, or precludes any available concessional tax treatment under the Tax Act – including in respect of a payment made under this deed – it is to be severed from the deed. Any obligation or requirement either imposed by superannuation law in respect of the fund established or evidenced by this deed, or required to be included to ensure all available concessional tax treatment under the Tax Act – including in respect of any payment made from the fund – that is not expressed in this deed is nonetheless to be regarded as incorporated in it by reference.

### **Trustee must comply with law**

- 7 The trustee must not do or fail to do anything as trustee of the fund that would result in either of the following:
- a breach of law, including superannuation law; or
  - the fund ceasing to qualify as a self managed superannuation fund under superannuation law or to qualify for, or for payments made from the fund to qualify for, all available concessional tax treatment under the Tax Act.

## **B Membership**

### **Initial members of the fund**

- 8 The initial members of the fund are named in the Schedule. Each of them has completed and signed an 'Application to become a Member' in a form approved by the trustee.

### **Trustee may appoint additional members**

- 9 The trustee may appoint a person as an additional member of the fund if he or she has completed and signed an 'Application to become a Member' in a form approved by the trustee.

The additional member must consent to becoming a trustee of the fund upon appointment unless the additional member is unable to become a trustee under superannuation law.

### **Beneficiaries as additional members**

- 10 Subject to clause 11, a person who is to receive a death benefit from the fund in the form of a pension becomes a member of the fund when:
- the trustee has accepted that person as an additional member; and
  - that person has received a pension payment from the fund.

### **Applicant to provide information to trustee**

- 11 On written request by the trustee, a beneficiary, a member or applicant for membership of the fund must supply the trustee with information that the trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the trustee.
- 12 If a beneficiary, member, or applicant fails to do so, the trustee may decline to accept the applicant as a member, suspend collection of contributions in respect of that person, may withhold benefits from that person, impose conditions on that person's membership and/or refuse to accept further contributions in respect of that member, as the trustee thinks fit.

### **Conditions must be met**

- 13 Subject to clause 28, a person does not become an additional member of the fund, and the trustee must not accept a person as an additional member of the fund, unless each of the following conditions is met:
- the total number of members would be no more than the number permitted by superannuation law;
  - the person is not disqualified from being a trustee of the fund;
  - the person is not in an employment relationship with another member of the fund except another member who is also a relative of that person;
  - the trustee is satisfied that the person will become a trustee of the fund on being accepted as a member of the fund, as required by superannuation law, or that alternative arrangements satisfactory under superannuation law have been or are to be made.

### **Effect of becoming member**

- 14 An additional member becomes bound by this deed on being accepted as an additional member.

### **Date of commencement of membership of additional member**

- 15 An additional member's membership commences on the date the trustee specifies, when accepting the person as a member. If the trustee does not specify a date, then the additional member's membership commences on the date the trustee received his or her application or the date referred to in clause 10 (if applicable). The trustee may impose, and subsequently vary, conditions on the membership of a person.

### **Date of additional member's commencement as trustee**

- 16 An additional member becomes trustee of the fund on the date his or her membership commences. The exception is where alternative arrangements, satisfactory under superannuation law, have been made relating to an appointment in respect of the member.

### **Back-dating of membership**

- 17 With the trustee's consent, the relevant employer may back-date the commencement of an additional member's membership for any period the employer thinks fit. Unless the employer decides otherwise with the agreement of the trustee, that additional period will count as a period of membership.

### **Trustee must notify new member**

- 18 As soon as practicable after a person becomes a member of the fund (and not later than 3 months after the person becomes a member), the trustee must ensure that the member is given a product disclosure statement in the form acceptable to the trustee which the superannuation law requires to be given to new members of the fund. However the trustee may instead choose to rely on a relevant exemption, available under superannuation law, to the requirement to provide a product disclosure statement.

### **Trustee must disclose and report**

- 19 The trustee must ensure that members, former members and beneficiaries are provided with information in writing, or copies of accounts, records and documents of the fund, that the superannuation law requires them to be given.

### **Trustee must notify exiting member**

- 20 As soon as practicable after a person ceases to be a member of the fund, the trustee must ensure that that person (or his or her legal personal representative) is given a written statement of the information the superannuation law requires to be given to persons who cease to be members of the fund.

### **Limit on disclosure**

- 21 A dependant of a member is not entitled to any additional information relating to the operation or conduct of the fund which the trustee thinks it is inappropriate to disclose.

### **Members must inform trustee of change affecting fund compliance**

- 22 A member must immediately inform the trustee if the member becomes aware that either of the following may happen:
- the member may enter into an employment relationship with another member who is not also a relative of the member; or
  - the member may be disqualified from being a trustee of the fund.

### **Members and trustee must ensure fund compliance**

- 23 A member and the trustee must ensure that the member ceases to be a member of the fund within 6 months after either of the following happens:
- the member enters into an employment relationship with another member who is not also a relative of the member; or
  - the member is disqualified from being a trustee of the fund.

## Trustee and members must rectify non-compliance

24 If a member of the fund enters into an employment relationship with another member who is not also a relative of the member, or becomes disqualified from being a trustee of the fund, the trustee and the members must do whatever is necessary to ensure that, within 6 months after the member entered into the employment relationship or became disqualified:

- no member of the fund is in an employment relationship with another member who is not also a relative of the member; and
- no member of the fund is disqualified from being a trustee of the fund.

## Types of compliance arrangement

25 The types of things that may be done to ensure compliance include each of the following:

- a member may request the member's benefits or entitlement in the fund to be paid in accordance with this deed or to be transferred or rolled over to an approved benefit arrangement under clause 143.
- the trustee may transfer a member's benefits or entitlement in the fund to an eligible roll over fund under clause 144.

## Ceasing to be a member

26 A person ceases to be a member of the fund as soon as the first of the following happens:

- the person dies.
- the person ceases to be a trustee of the fund.
- when payment of all the member's benefits is made to the member or to an approved benefit arrangement for the member.
- when benefits payable to or for the member cease to be payable.
- as determined in accordance with any condition imposed as the person's membership under clause 15.

When a person ceases to be a member of the fund, the person ceases to be a trustee of the fund, if he or she has not already ceased to act in that role.

## Exception to ceasing to be a member

27 A person (**first person**) does not cease to be a member of the fund when the first person ceases to be a trustee of the fund if:

- another person (**second person**) has been appointed to act as a trustee of the fund in the place of the first person; and
- that second person is the first person's legal personal representative, while he or she holds an enduring power of attorney in respect of the first person or while the first person is under a legal disability.

## **Minor as a member**

28 A minor, being a person who is under 18 years of age, may be a member of the fund provided the superannuation law is complied with. In relation to a member who is a minor:

- the minor's parent or guardian must make the application for the minor to become a member in a form acceptable to the trustee;
- decisions in relation to the minor's membership must be made by the minor's parent or guardian until:
  - the minor turns 18; or
  - after the minor turns 16, the time at which the parent or guardian notifies the fund that the minor will be making decisions in relation to the minor's membership;
- when the minor turns 16, any parent or guardian acting as a director of a corporate trustee in place of the member, may continue acting in that role; and
- when the minor turns 18, the minor becomes a trustee of the fund.

## **C Accounts of the fund**

### **Trustee must establish certain types of account**

29 The trustee must establish:

- an accumulation account or a pension account, or a combination of both, in respect of each member or beneficiary for each class; and
- an income account.

### **Credits to accumulation accounts**

30 The trustee may credit, as the trustee thinks appropriate, each of the following to the accumulation account of a member:

- 30.1 Contributions made by or in respect of a member.
- 30.2 Other contributions allowed under this deed and superannuation law that are made in respect of the member.
- 30.3 Positive earnings transferred from the income account.
- 30.4 A shortfall component paid in respect of that member after any tax that is payable in relation to it has been deducted from it.
- 30.5 An amount paid to the trustee as a transfer or roll over payment in respect of that member which the trustee thinks it appropriate to credit to the account.
- 30.6 An amount transferred from the pension account of a beneficiary of the member.
- 30.7 The proceeds of an annuity or insurance policy which relates to the member.
- 30.8 Any other amount the trustee thinks it appropriate to credit to the account, or is required to credit to the account, in accordance with superannuation law.

### **Debits to accumulation accounts**

- 31 The trustee may debit, as the trustee thinks appropriate, each of the following from the accumulation account of a member:
- 31.1 The expenses of the fund;
  - 31.2 Tax payable in respect of contributions or any shortfall component that are paid to the fund;
  - 31.3 A payment of a benefit to or in respect of the member or a beneficiary of the member except a payment from a pension account;
  - 31.4 An amount paid out of the fund in respect of the member or a beneficiary of the member as a transfer or roll over payment;
  - 31.5 The cost of any annuity or policy of insurance which relates to the member;
  - 31.6 Any negative earnings of the fund determined in accordance with this deed;
  - 31.7 An amount determined in response to a release authority in respect of a first home super saver determination;
  - 31.8 An amount paid to indemnify the trustee in accordance with this deed;
  - 31.9 An amount credited to the pension account of a beneficiary;
  - 31.10 A levy;
  - 31.11 Any other amount the trustee thinks it appropriate to debit or is required to debit in accordance with superannuation law.

### **Contributions-split requests**

- 32 A member may ask the trustee (in a way that satisfies the requirements of superannuation law) that contributions made to the fund in respect of that member in the previous financial year be:
- 32.1 allotted to the accumulation account of that member's spouse; or
  - 32.2 rolled-over or transferred to the trustee of an approved benefit arrangement of which that member's spouse has joined or is eligible to join.
- 33 The trustee must allot, roll-over or transfer the relevant contributions pursuant to a request received under clause 32 provided:
- The request satisfies the requirements of superannuation law.
  - The trustee is satisfied that the allotment, roll-over or transfer complies with superannuation law; and
  - The amount of the contributions that the trustee allots, rolls-over or transfers does not exceed the amount in the member's accumulation account, taking into account any amount that the trustee otherwise determines to debit from the member's accumulation account.

### **Credits to the income account**

- 34 The trustee may, as the trustee thinks appropriate, credit each of the following to the income account of the fund:



- 34.1 Income and profits of the fund.
- 34.2 Adjustment credits made in accordance with clause 37.
- 34.3 The proceeds of an insurance policy which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.
- 34.4 A surplus resulting from a valuation under clause 42.
- 34.5 Financial assistance received by the fund under part 23 of the SIS Act which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.
- 34.6 Any other amount the trustee thinks it appropriate to credit or is required to credit in accordance with superannuation law.

### **Debits to the income account**

- 35 The trustee may, as the trustee thinks appropriate, debit each of the following to the income account of the fund:
  - 35.1 The expenses of the fund, except those the trustee debits from a member's or beneficiary's accumulation or pension account.
  - 35.2 Tax payable or likely to become payable in respect of contributions, shortfall components, or income and profits of the fund, except tax the trustee debits from a member's or beneficiary's accumulation or pension account.
  - 35.3 Adjustment debits made in accordance with clause 37.
  - 35.4 The cost of an insurance policy which the trustee decides not to debit from a member's or beneficiary's accumulation or pension account.
  - 35.5 A deficiency resulting from a valuation under clause 42.
  - 35.6 The amount of a levy, except an amount the trustee debits from a member's or beneficiary's accumulation or pension account.
  - 35.7 Any loss on the disposal of an investment of the fund.
  - 35.8 Any other amount the trustee thinks it appropriate to debit or is required to debit in accordance with superannuation law.

### **Tax on income**

- 36 The trustee must make provision for the payment of any tax payable in relation to the taxable income of the fund and must deduct any tax that is payable and that has not already been deducted from the income account or an accumulation or pension account.

### **Distribution from income account**

- 37 At the end of each fund year, the trustee must determine the fund earning rate. The trustee must allocate amounts from the income account to each accumulation or pension account in proportion to the amount standing to the credit of that account at the beginning of the relevant fund year. The trustee must make an appropriate adjustment for any amount credited or debited to the account since the beginning of that year.

### **Trustee may establish equalisation account**

- 38 The trustee may, as the trustee thinks appropriate, establish an equalisation account which the trustee may use for any of the following purposes:
- 38.1 To give effect to the reserving strategy the trustee establishes to smooth the investment earnings of the fund.
  - 38.2 To increase the fund earning rate.
  - 38.3 To pay tax payable by the fund.
  - 38.4 To pay the expenses of the fund.
  - 38.5 To provide for any contingencies the trustee decides to provide for.
  - 38.6 To provide an amount to or for a member, former member, pensioner, beneficiary, including adding to an accumulation or pension account, provided there is no breach of superannuation law.
  - 38.7 To do anything else the trustee decides to do, provided there is no breach of trust or superannuation law.

### **Credits to equalisation account**

- 39 The trustee may credit the equalisation account, as the trustee thinks appropriate, with any of the following:
- The portion the trustee thinks fit of an amount paid into the fund as a transfer or roll over payment.
  - An amount transferred from a pension account under clause 85.
  - Any other amount the trustee thinks it appropriate to credit or is required to credit in accordance with superannuation law.

### **Debits to equalisation account**

- 40 The trustee may debit the equalisation account, as the trustee thinks appropriate, with any amount the trustee thinks appropriate to debit or is required to debit in accordance with superannuation law.

### **Trustee may establish or maintain other accounts or reserves**

- 41 The trustee may establish or maintain any other account for or reserve of the fund that the trustee thinks necessary or desirable or that is required or permitted by superannuation law. The trustee may use such accounts or reserves for any purpose permitted by superannuation law and may credit or debit amounts from such accounts or reserves as the trustee sees fit.

### **Valuation of fund**

- 42 The trustee must value the assets of the fund at market value when superannuation law requires it and when the trustee thinks it appropriate to do so. The trustee may also determine whether there is a surplus or deficiency which it is equitable in the trustee's opinion to transfer to the income account.

### **Interim fund earning rate**

- 43 If the trustee is required to establish an interim fund earning rate, the trustee must do so in accordance with superannuation law on a basis the trustee believes to be equitable. If the Regulator or superannuation law requires it, the trustee must inform members of that basis.

## **D Contributions**

### **Member to keep trustee informed**

- 44 A member must tell the trustee as soon as practicable if they are aged 65 or older and cease gainful employment.

### **Member contributions**

- 45 With the trustee's consent, a member may make any contributions (or procure that any contributions are made) to the fund that the member decides to, which includes downsizer contributions. With the member's and the participating employer's consent, contributions can be paid by deduction from wages or salary. In that case, the member's employer must pay them to the fund in the way the trustee directs.

### **Employer contributions**

- 46 An employer of a member may make any contributions to the fund in respect of that member that the trustee and the employer agree to.

### **Other contributions**

- 47 With the consent of the trustee and the member, any other person including:
- a spouse of that member;
  - another member;
  - another trustee of a regulated superannuation fund (including pursuant to a contributions-split requested by the member's spouse);
  - any State, Territory or Federal government (including under the Federal government's co-contribution scheme) or authority;
- may make contributions to the fund in respect of that member.

### **How contributions to be made**

- 48 A contribution to the fund must be made in the way the trustee directs. It must be made within the time specified by superannuation law. It may be made in cash, or by the transfer of assets in accordance with superannuation law. The only assets that may be transferred are those that are authorised investments under clause 58.

### **Late contributions**

- 49 Despite clause 48, if the trustee agrees then an employer may make an employer contribution after the time the superannuation law requires the payment to be made. If the trustee agrees, and the employer makes the payment, this does not relieve the employer's liability to pay any additional charges or penalties arising under superannuation law because of the late payment.

### **Failure to contribute**

- 50 In the absence of an agreement, neither a member nor his or her employer is under an obligation to make a contribution to the fund in respect of that member. A failure to do so does not affect the member's membership of the fund.

### **Contributions etc not accepted**

- 51 The trustee must use reasonable endeavours not to accept any of the following:
- a contribution that is not permitted by superannuation law;
  - a contribution or shortfall component the acceptance of which would prevent the fund from qualifying as a complying superannuation fund; and
  - an employer contribution or shortfall component which the regulator lawfully directs the trustee not to accept.

### **Breach of clause headed 'Contributions etc not accepted'**

- 52 If the trustee becomes aware that a contribution or shortfall component of the nature referred to in clause 51 has been accepted, then the trustee will use all reasonable endeavours to refund the amount to the extent required by, within any time specified by, and only as permitted by, superannuation law. However, the trustee may deduct each of the following from that amount:
- any amount which an insurer may have charged in respect of any extra cover provided on the basis of the contribution or shortfall charge;
  - reasonable administration charges; and
  - any other amount the trustee considers appropriate, acting reasonably.

The trustee may reduce the benefits of the member to those which the member would have had if the contribution or shortfall component had not been accepted.

### **Other contributions not accepted**

- 53 The trustee may refuse to accept:
- a contribution that the trustee has determined not to accept because the trustee has not been informed of the relevant member's tax file number; and/or
  - excess contributions.

### **Permissible actions if excess contributions accepted**

54 If contributions of the nature referred to in clause 51 and clause 53 are made to the fund by or in respect of a member, then the trustee may in appropriate circumstances:

- release funds to the member or the Commissioner of Taxation if the trustee has received a release authority; and
- release funds in any other circumstances, and to such persons, as is permitted under superannuation law.

### **Allocation of contributions**

55 If the trustee receives a contribution in a month, the trustee must allocate the contribution to the relevant member of the fund:

- within 28 days after the end of the month, or any other period as required by superannuation law (**relevant period**); or
- if it is not reasonably practicable to allocate the contribution to the relevant member of the fund within the relevant period – within any longer period as is reasonable in the circumstances.

### **Tax on contributions and shortfall components**

56 Either the trustee, a member's employer or other appropriate body may (and must if required by superannuation law) deduct any tax that is payable in relation to any contribution or shortfall component before it is credited to the member's accumulation account.

### **No termination on transfer of business to another employer**

57 If an employer amalgamates with another employer or disposes of its business to another employer, members who were employees of the former employer are deemed for the purposes of this deed to have become employees of the latter employer, which may then make contributions in respect of them.

## **E Investment**

### **Authorised investments**

58 The trustee must invest any assets of the fund that are not required for payment of benefits or other amounts under this deed. The trustee must do so in accordance with the current investment strategy or strategies. The following are the types of investment in which the assets may be invested:

- 58.1 Investments in which it is permissible to invest trust funds under the law of any jurisdiction in Australia.
- 58.2 Securities in any company incorporated anywhere, whether carrying on business in Australia or not.
- 58.3 Deposit (whether secured or not) with a bank, friendly society, building society, credit co-operative, trustee company, or other registered financial institution.
- 58.4 Real or personal property, including an improvement to that property.

- 58.5 Units (including sub-units) in a unit trust established or situated anywhere in the world by subscription or purchase (including joint subscription or purchase). Whether the units are fully paid or partly paid, and whether their issue involves a contingent or reserve liability is irrelevant.
- 58.6 Derivatives such as futures, forwards, options, warrants, swaps or any other synthetic investment.
- 58.7 Synthetic instruments or blockchain technology, including any form of cryptocurrencies.
- 58.8 Hedging, swapping or any similar arrangement, even though it is not linked to any property of the fund.
- 58.9 Deposit (whether secured or not) with, or loan (whether secured or not) to, any person (including an employer) on any terms the trustee thinks reasonable. The fact that the trustee has a direct or indirect interest in the deposit or borrowing or may benefit directly or indirectly from it is irrelevant.
- 58.10 A policy or annuity with an insurer, whether by proposal or purchase.
- 58.11 Instalment warrants or receipts.
- 58.12 By way of a limited recourse borrowing arrangement in accordance with clause 134.
- 58.13 Any other investment allowed by superannuation law that the trustee thinks appropriate.

### **Forbidden investments**

- 59 The trustee must not invest in any investment that is forbidden by superannuation law. The trustee must not make an investment in the form of a loan or other financial assistance to a member or a relative of a member.

### **Strategy**

- 60 The trustee must formulate one or more investment strategies for the fund in accordance with superannuation law. The trustee must inform members and beneficiaries of the strategies adopted by the trustee. The trustee may review and change a strategy at any time. The trustee must continually monitor the strategies to ensure that they remain appropriate.

### **Power to deal with investments**

- 61 The trustee may sell, transfer or vary any investment at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of members and beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

### **Investment choice by members**

- 62 The trustee may decide to allow one or more members or beneficiaries to choose between investment strategies. If the trustee does this, the trustee must establish a range of

possible investment strategies, and may designate particular assets for those strategies. The trustee must provide the members or beneficiaries with information concerning the strategies and the relevant investment objectives to enable the member or beneficiary to choose between them on an informed basis. The trustee must also provide them with information concerning their rights under this deed.

#### **Member or beneficiary may choose strategy**

63 A member or beneficiary who has been offered investment choice by the trustee may choose one or more of the strategies prepared by the trustee by completing any documents the trustee requires. On having done so, the member or beneficiary may direct the trustee to invest any part of the fund that is held for that person in accordance with those strategies. Any direction must be in accordance with superannuation law.

#### **Member or beneficiary may not choose particular investments within strategy**

64 A member or beneficiary who has directed the trustee to invest any part of the fund that is held for that person in accordance with those strategies may not direct the trustee to invest in any particular investment. However, the member or beneficiary may request the trustee to develop an investment specific strategy and to make it available to that member or beneficiary. The trustee may accept or reject the request.

#### **Chosen strategies to be monitored**

65 The trustee may continually monitor any strategies adopted by members or beneficiaries for investment choice to ensure that they remain appropriate for the members or beneficiaries to whom they are available.

#### **Sub-accounts etc for investment choice**

66 If a member adopts a strategy for investment choice, the trustee may do each of the following:

- 66.1 Establish a sub-account of the income account in respect of that strategy.
- 66.2 Credit and debit that sub-account in relation to any amount attributable to that strategy as if it were the income account itself.
- 66.3 Allocate earnings attributable to that strategy to the member's or beneficiary's accumulation account or pension account in a way that the trustee thinks equitable.
- 66.4 Determine a fund earning rate for that sub-account.

#### **Power to deal with investment choice investments**

67 The trustee may sell, transfer or vary any investment made in accordance with a strategy for investment choice, at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of the relevant members or beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

## **F Benefits: general**

### **Limit on payment of preserved payment benefits**

68 The trustee must not pay out to a member or a dependant of a member any preserved payment benefit that superannuation law does not allow the trustee to pay out.

### **When payment of preserved payment benefits allowed**

69 The trustee may pay to a member, or in respect of a member to another person as permitted by superannuation law, a preserved payment benefit in any of the following circumstances:

- 69.1 The member reaches the relevant preservation age and takes a transition to retirement pension in accordance with Part G.
- 69.2 The member retires from gainful employment on or after reaching the relevant preservation age.
- 69.3 The member becomes totally and permanently disabled.
- 69.4 The member becomes totally and temporarily disabled.
- 69.5 The member reaches age 65.
- 69.6 The member dies.
- 69.7 The member has obtained a release authority in respect of a first home super saver determination.
- 69.8 Any other circumstance allowed by superannuation law.

### **Payment of non-preserved amount**

70 With the trustee's consent, a member may withdraw any part of the non-preserved amount in the member's accumulation account. The member must apply to the trustee in writing for the withdrawal in a form acceptable to the trustee. The trustee may set a minimum withdrawal amount by notifying the members of the fund.

### **Vesting and compulsory payment**

71 A member's benefit entitlement will vest in accordance with superannuation law. The trustee must cash or commence to cash a member's benefit entitlement as soon as practicable after the member dies or the entitlement has vested. If a lump sum is payable, the trustee may pay it in several stages: an initial payment and then subsequent payments.

### **Possible addition to entitlement when member ceases to be member**

72 If a member ceases to be a member of the fund, the trustee may pay an amount that the trustee thinks appropriate from the equalisation account (if any) into the member's accumulation account.



### **Anti-detriment payments (former section 295-485 of the *Income Tax Assessment Act 1997*)**

- 73 Where the trustee is to make a payment because a member has died (a **death benefit**), the trustee may pass on to the recipient of that payment any benefit that would accrue to the fund if a deduction were allowed under former section 295-485 of the *Income Tax Assessment Act 1997*. The trustee may only do so where the member died prior to 1 July 2017. In any case, the trustee may not do so in respect of any benefits paid on or after 1 July 2019.

### **Trustee may retain benefit in fund**

- 74 If a member or beneficiary requests it, the trustee may retain any part of a benefit in the fund. The trustee may do so until one of the following occurs:

- 74.1 The member or beneficiary decides otherwise.
- 74.2 The member or beneficiary dies.
- 74.3 The amount has to be paid under this deed or superannuation law.
- 74.4 The trustee decides otherwise.

Subject to Part H, the payment the trustee then makes must be the amount standing to the credit of the member's or beneficiary's accumulation and pension account(s) at that time.

### **Transfer of insurance policy**

- 75 If a member or beneficiary is entitled to a benefit which includes an interest in an insurance policy, the trustee may assign that policy to the member or beneficiary, or to any of the dependants of the member the trustee thinks fit. The trustee must debit the value of the policy to the relevant accumulation or pension account. Neither the trustee nor an employer is liable for any further payment of premiums in relation to the policy.

### **Trustee may adjust benefits for wrong information**

- 76 The trustee may adjust any benefit payable to or in respect of a member if an applicant, member or beneficiary has supplied false or misleading information to the trustee, or has deliberately withheld information from the trustee, that affects or is likely to affect benefits payable to or in respect of that member.

## **G Pensions: general**

### **Trustee's power to pay pension**

- 77 When any part of a benefit becomes payable to a member under this deed or in accordance with superannuation law, the trustee has a discretion to decide whether to pay one or more pensions to the member or to use the benefit payable to acquire one or more annuities in the name of the member. The pensions or annuities may be of any type permitted by superannuation law (including, without limitation, an account-based pension) and will be in substitution for the relevant part of any lump sum benefit that was payable to the member for the amounts credited to the member's pension account as a transfer of a roll over payment under clause 84.2.

### **Member or beneficiary may choose type of pension**

78 The relevant member or beneficiary may choose the type of pension that is to be paid, including a transition to retirement pension. However, the pension must be of a type that is allowed by superannuation law or is acceptable to the Regulator. It may include a pension:

78.1 wholly determined by reference to policies of life assurance purchased or obtained by the trustee of a regulated superannuation fund solely for the purposes of providing benefits to members of that fund; or

78.2 to be commenced from an amount accepted into the fund by the trustee as a transfer or roll-over on the death of a person in respect of whom the member is a dependant, and which amount must be applied for the payment of a pension to the member.

79 A pension must be paid in accordance with the requirements of the superannuation law.

### **Actuarial certificate**

80 The trustee must obtain an actuarial certificate in accordance with superannuation law in relation to any pension that the trustee decides to pay, unless the Tax Act provides otherwise in which case the trustee has a discretion as to whether to obtain an actuarial certificate.

### **Funding pension through annuity**

81 The trustee may fund a person's pension by purchasing an annuity payable to the trustee.

### **Trustee may allocate benefit between 2 or more spouses**

82 If there are 2 or more spouses of a member, the trustee may decide in what proportion each is entitled to a benefit payable under this deed to the member's spouse.

### **Trustee must establish pension account**

83 If the trustee decides to pay a pension to a person in accordance with this deed or is required to by superannuation law, then the trustee must establish a pension account in the name of that person.

### **Credits to pension account**

84 The trustee may credit, as the trustee thinks appropriate, each of the following amounts to the person's pension account, subject to superannuation law:

84.1 The amount necessary to fund the pension.

84.2 The amount paid into the fund in respect of the pensioner as a transfer or roll over payment.

84.3 Earnings of the fund.

84.4 A shortfall component paid in respect of the pensioner.

84.5 Contributions lawfully paid in respect of the relevant member.

84.6 Adjustment credits made in accordance with clause 37.

- 84.7 Credits from the equalisation account or any other account or reserve of the fund;
- 84.8 The proceeds of an annuity or insurance policy in respect of a pensioner.
- 84.9 Any other amount the trustee thinks it appropriate to credit or is required to credit in accordance with superannuation law.

#### **Debits to pension account**

- 85 The trustee may debit, as the trustee thinks appropriate, each of the following amounts to the person's pension account, subject to superannuation law:
  - 85.1 Expenses of the fund.
  - 85.2 Any negative earnings of the fund determined in accordance with clauses 37, 66 or 86.
  - 85.3 The proportion of the loss on the disposal of investments of the fund.
  - 85.4 Amounts transferred from the fund in respect of the pensioner as a transfer of a roll over payment.
  - 85.5 Payments made to or in respect of the pensioner or a reversionary beneficiary under this deed.
  - 85.6 The cost of an insurance policy or annuity in respect of the pensioner which are not debited from the member's accumulation account.
  - 85.7 The proportion of an amount payable as taxation in respect of the earnings of the fund that are credited to the pensioner's account or arise from a roll over payment.
  - 85.8 The proportion of an amount paid in respect of an indemnity to the trustee or other person under this deed.
  - 85.9 The amount of a levy.
  - 85.10 An amount transferred to the accumulation account of a beneficiary.
  - 85.11 Any other amount the trustee thinks it appropriate to debit or is required to debit in accordance with superannuation law.

#### **Adjustment based on fund earning rate**

- 86 In determining the amount standing to the credit of an accumulation account at the time a benefit or pension is calculated or becomes payable, the trustee may make an adjustment to the account that the trustee thinks equitable on the basis of the interim fund earning rate at that date. The adjustment must be made in respect of the period from the beginning of the current fund year to the relevant date. The income account must be credited or debited accordingly.

#### **Segregation of assets and valuation**

- 87 The trustee may segregate from other assets those assets which are to fund the pension of a person under this deed and value those assets as required by superannuation law.

### **Pensions: residue in account**

88 On the death of a pensioner being paid a pension the trustee must, subject to superannuation law:

- act in accordance with the terms on which the relevant pension is paid, including as to the payment of the pension to a reversionary beneficiary; and
- then, if there is no reversionary beneficiary, or if there is any residue in the pension account for any other reason, pay that residue as a death benefit in accordance with Part H of this deed.

### **Trustee's right to commute pensions generally**

89 On written request by a pensioner, or in accordance with superannuation law or this deed, the trustee may commute all or any part of a pension and apply the proceeds of that commutation in accordance with superannuation law, including by commuting it to a lump sum and paying it to the relevant person, to his or her estate or to a third party as required by the terms of a release authority.

### **Commutations related to transfer balance caps**

90 If:

- 90.1 a member has or is likely to exceed that member's transfer balance cap, or the trustee or member has received a transfer determination in respect of a member; or
- 90.2 the member is to be paid a new pension either from the fund (including from an amount transferred into or rolled-over into the fund on the death of another person) or from another fund,

then the trustee and member will work together to decide whether any, and if so which, of the member's pensions will be commuted in whole or in part, taking into account the member's transfer balance cap.

### **Qualification of pensions as asset test exempt income streams**

91 The trustee may decide that a pension should qualify as an asset test exempt income stream (as that term is defined by the *Social Security Act 1991*). If the trustee so decides:

- 91.1 the superannuation law prevails over the terms of this deed to the extent of any inconsistency;
- 91.2 this deed is deemed to contain any provision that is required by superannuation law; and
- 91.3 this deed is deemed not to contain any provision that is required to be excluded by superannuation law.

## H Death, disability and retirement benefits

### Death benefit payments

- 92 The trustee may pay the death benefit on the death of a current member of the fund. The trustee can do that under:
- 92.1 a death benefit agreement, clause 94;
  - 92.2 a binding death benefit notice, clause 96; or
  - 92.3 a non-binding death benefit notice, clause 97.
- 93 In the ways set out in this Part H, the trustee must pay the full amount standing to the credit of the accumulation account, and any pension account residue referred to in clause 88, either as a lump sum, or as one or more pensions or annuities, or both.

### Death benefit agreement payment arrangements

- 94 On the death of a member or beneficiary who has a death benefit agreement:
- 94.1 the death benefit agreement prevails over clause 96 and over any binding death benefit notice or non-binding nomination form;
  - 94.2 the trustee must pay, or apply, the relevant benefit in accordance with the rules set out in the death benefit agreement; and
  - 94.3 Part I of this deed applies to the payment of the relevant benefit.
- 95 A death benefit agreement need be executed only by the trustee and the relevant member or beneficiary. On execution, the terms of any death benefit agreement form part of this deed. They are to be read together with this deed and in accordance with the following rules:
- 95.1 a death benefit agreement replaces any previous death benefit agreement;
  - 95.2 if there is a death benefit agreement, then any binding death benefit notice is to be treated as not in effect for the purposes of this deed and of regulation 6.17A(4) of the SIS Regulations (but see also clause 95.4 which can overrule this clause);
  - 95.3 if there is any inconsistency between the death benefit agreement and the remaining provisions of this deed, then the terms of the death benefit agreement prevail to the extent of that inconsistency — except that clause 6 of this deed prevails over the agreement; and
  - 95.4 if part of the death benefit agreement is invalid because it directs the trustee to pay part, or all, of the benefits to a person to whom those benefits may not be paid in accordance with superannuation law (**disallowed benefits**) then:
    - clause 95.2 does not apply in respect of the disallowed benefits;
    - clauses 94 and 95.1 to 95.3 apply to any part of the death benefit agreement which remains valid (and to the payment of death benefits other than disallowed benefits); and

- clauses 95.1 to 95.3 apply for the purpose of determining the disallowed benefits, and the disallowed benefits must be paid in accordance with the remainder of this Part H.

### **Binding death benefit notice payment arrangements**

- 96 After the death of a member or beneficiary who has given the trustee a binding death benefit notice, the trustee must comply with that notice subject to clauses 94 and 95.

### **Non-binding death benefit notice payment arrangements**

- 97 If after the death of a member or beneficiary, not all death benefits have been paid or applied in accordance with a death benefit agreement or binding death benefit notice, then the trustee must pay or apply the relevant benefit in the way the trustee thinks fit in accordance with the following rules:

- 97.1 If the member or beneficiary has left dependants, then the trustee must pay or apply the benefit to or for the benefit of any one or more of the dependants of the member or beneficiary and the legal personal representatives of the member or beneficiary. The trustee may do so in any proportions the trustee thinks fit, may take into account a member's wishes contained in a non-binding nomination form and may pay the benefit to the member's legal personal representative if satisfied that will be to the benefit of one or more of the member's dependants.
- 97.2 If the member or beneficiary has not left any dependants but does have a legal personal representative, then the trustee must pay the benefit to the legal personal representatives of the member or beneficiary.
- 97.3 If the member or beneficiary has not left any dependants and has no legal personal representative, then the trustee may pay or apply the benefit to or for the benefit of any individual at the trustee's discretion. The trustee may do so in any proportions the trustee thinks fit.
- 97.4 If the trustee has not paid or applied the benefit to or for the benefit of any person under the preceding sub-clauses 97.1 to 97.3, then the trustee must treat the benefit as a forfeited benefit entitlement.

### **Death of member or former member**

- 98 If a member or former member who has become entitled to a lump sum benefit dies before the payment is made, then the trustee must pay the amount in accordance with clauses 94 to 97.

### **Discharge of trustee**

- 99 If a dependant, legal personal representative, relative or other person receives any part of a benefit in accordance with clauses 94 to 98, then that discharges the trustee from liability in relation to the benefit. The trustee is not responsible for seeing how the benefit is applied.

### **Total and permanent disablement benefit**

100 The trustee must pay a benefit to a member whom the trustee believes to be totally and permanently disabled unless requested otherwise by the member. The benefit may be either of the following:

- A lump sum equal to the full amount standing to the credit of the accumulation account of the member; or
- One or more pensions or annuities representing that amount.

### **Temporary total disablement benefit**

101 The trustee must pay a benefit to a member whom the trustee believes to be temporarily totally disabled unless requested otherwise by the member. The benefit must be in the form of a pension or annuity that represent the following amounts:

- In the case where the trustee is entitled to a benefit under an insurance policy in relation to the member's temporary total disablement, the amount payable to the trustee.
- In any other case, the amount decided by the trustee, provided it does not reduce the minimum withdrawal benefit of the member under superannuation law.

The member is not entitled to commute any part of this benefit.

### **Period of payment: temporary total disablement**

102 The trustee must cease paying the benefit for temporary total disablement:

- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, when the trustee ceases to be entitled to that benefit.
- In any other case, when the member ceases to be temporarily totally disabled, or reaches normal retirement age, or becomes entitled to another benefit under this deed or requests that the benefit ceases to be paid.

### **Method of payment: temporary total disablement**

103 The trustee must pay the benefit in respect of temporary total disablement in the following way:

- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, in the way the benefit is paid by the insurer.
- In any other case, in the way the trustee decides.

### **Member contributions may be suspended: temporary total disablement**

104 A member may suspend his or her contributions during a period while he or she is receiving a benefit in relation to temporary total disablement.

## **Membership not affected by temporary total disablement**

- 105 A member does not cease being a member because he or she is receiving a benefit in respect of temporary total disablement.

## **Retirement benefit**

- 106 The trustee may pay a member the retirement benefit at the member's request if either of the following applies:

- the member retires from employment on or after reaching normal retirement age; or
- the member becomes entitled under superannuation law to the payment of a benefit despite still being employed.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.

## **Early retirement**

- 107 On request by a member, the trustee must pay a benefit to that member in each of the following cases:

- the member ceased to be employed before normal retirement age, but has reached the relevant preservation age.
- the member, having reached 60 or another age prescribed by superannuation law, retired from an arrangement under which the member was gainfully employed.
- in any other case as permitted by superannuation law.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.

## **I Payment of benefit**

### **Trustee must notify that benefit is payable**

- 108 The trustee must give notice that a benefit is payable to the following persons:

- If the benefit is payable to or in respect of a member, to that member.
- If the benefit is payable on the death of a member, to the nominated beneficiary, the reversionary beneficiary, the legal representatives of the member, known dependants of the member and any other person the trustee reasonably believes may have an entitlement or interest in the benefit.
- In any other case, any persons the trustee reasonably believes may have an



entitlement or interest in the benefit.

### **Method of notice**

109 The trustee must give a person written notice of the time within which that person may claim an entitlement to the benefit and of how to make that claim. If the person satisfies the trustee that he or she is entitled to a benefit, the trustee must notify any persons to whom a notice was required to be sent under clause 108 to enable them to object to a payment to that person. If no objection is received or the specified period for objecting has passed, the trustee must pay the relevant part of the benefit to that person.

### **Claim out of time**

110 If a person makes a claim out of time to an entitlement to a benefit, the trustee is not bound to make any payment to that person.

### **Unclaimed benefit**

111 The trustee must give the Regulator a statement of any unclaimed benefits and must pay them to the Regulator as required by superannuation law.

### **Tax on benefit**

112 Either the trustee or an insurer or other appropriate body must deduct any tax that is payable in relation to a benefit before that benefit is paid.

### **Where benefit is payable**

113 A benefit is payable at the trustee's principal office, or at a substitute place the trustee notifies to the member or beneficiary.

### **Trustee may send benefit to person entitled**

114 The trustee may send a benefit to the postal address that the person entitled to it has last notified to the trustee, or to the bank account into which that person has asked the benefit to be paid, or to some other place the trustee decides on.

### **Notification of address etc**

115 A person to whom a benefit becomes payable must notify the trustee of his or her full residential address, and of any change in that address. He or she must also notify the trustee of a bank account into which he or she asks the benefit to be paid.

### **Receipt to be given**

116 On request by the trustee, a person to whom a benefit is paid must give the trustee a receipt and release for the payment in the form required by the trustee.

## **Person under legal disability**

- 117 If a person to whom the trustee is to pay any part of a benefit is under a legal disability, or the trustee believes that it would be in that person's best interests for the trustee not to make the payment to that person, the trustee may make the payment in any of the following ways as the trustee thinks fit:
- To or for the maintenance, education, advancement, support or benefit of the person on any conditions.
  - To, and for the benefit of, another person who appears to the trustee to be any of the following: the trustee, spouse, child, parent or guardian of the person, or a person having custody of that person.

## **Discharge of trustee**

- 118 The receipt by a person of a payment in accordance with clause 117 discharges the trustee from liability in relation to it. The trustee is not responsible for seeing to its application.

## **Transfer of assets**

- 119 With the consent of a member or beneficiary to whom a benefit is payable, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

## **J Forfeiture of benefit entitlements**

*Note: Forfeiture accounts are now generally prohibited. Maddocks recommends that you seek professional advice before establishing such an account.*

## **Forfeiture account**

- 120 The trustee may establish or maintain a forfeiture account into which the trustee must pay any amount forfeited under this deed. Money held in that account does not form part of an accumulation account. The trustee must operate the forfeiture account in accordance with superannuation law requirements.

## **K Provisions relating to the *Family Law Act***

### **Payment splits**

- 121 If the trustee receives a splitting agreement or court order under Part VIII B of the *Family Law Act*, then provided the agreement or court order has been properly served and subject to superannuation law, the trustee may:
- vary the relevant member's benefit or benefit entitlement on such bases (including by commutation of any pension having regard to the advice of an actuary) and at any time the trustee determines from time to time, to the extent permitted by superannuation law; and
  - make a payment to the non-member spouse or a transfer in respect of the non-

member spouse in accordance with clause 125.

### **Rules for payment splits**

- 122 The trustee may as it determines from time to time subject to superannuation law, make rules dealing with:
- the valuation of a non-member spouse's benefit or benefit entitlement (including any adjustments);
  - the timing of the calculation of the non-member spouse's benefit or benefit entitlement;
  - other matters relating to the payment split or the non-member spouse's benefit or benefit entitlement.

### **Deferred payment splits**

- 123 If the trustee is required by superannuation law or considers that it is appropriate to defer giving effect to a payment split, then provided the splitting agreement has been served properly, the trustee must:
- record the existence of the agreement or court order; and
  - keep a record of the non-member spouse's benefit or benefit entitlement on such basis (including a notional basis) and in such manner as the trustee determines from time to time subject to superannuation law.

### **Flagging agreements**

- 124 If the trustee receives a flagging agreement or court order under Part VIIIB of the *Family Law Act*, then provided the agreement or court order has been properly served, the trustee must:
- record the existence of the agreement or court order; and
  - defer payment of the benefit to or in respect of the relevant member until the agreement or court order is lifted.

### **Transfer of non-member spouse interests**

- 125 If the trustee receives a splitting agreement or court order under Part VIIIB of the *Family Law Act*, the agreement or court order has been validly served, then if any amount becomes payable in respect of the non-member spouse under that agreement or order:
- the trustee must pay that amount to the non-member spouse – if the non-member asks for that payment in writing; or
  - the trustee must transfer that amount to another fund (including an eligible rollover fund) in respect of that non-member spouse if the non-member asks for that transfer in writing.

Any payment amount under this clause must be in accordance with superannuation law. The receipt by the non-member spouse or the trustee of that other fund will sufficiently discharge the trustee of its liability in respect of that non-member spouse.

## **Refusal to admit as member**

- 126 Provided that the trustee acts in accordance with superannuation law, the trustee may refuse to admit a non-member spouse as a member of the fund.

## **L Trustee's powers**

### **All the powers of an individual**

- 127 The trustee has all the powers in relation to the assets of the fund that the trustee would have if the trustee were the legal and beneficial owner of those assets. It also has all the powers that a trustee has at law and the powers specifically conferred on the trustee by this deed.

### **Trustee's discretion**

- 128 The trustee has an absolute discretion in relation to exercising or not exercising any power under this deed or at law, and in relation to the way in which any power is exercised. The trustee's decision on such a matter is final and binding.

### **Delegation of power**

- 129 The trustee may delegate to another person, including one or more trustees, any power or duty on any terms the trustee thinks fit, including by appointing an attorney under a power of attorney. The trustee may alter or revoke any delegation including any power of attorney.

### **Trustee not subject to direction**

- 130 The trustee is not subject to direction in exercising any power under this deed or at law, except to the extent indicated under superannuation law.

### **Specific powers**

- 131 To exclude any possible doubt, the trustee has the power to do any of the following to the extent allowed by superannuation law:
- 131.1 To underwrite or sub-underwrite risks, contingencies or liabilities under a superannuation arrangement conducted by an employer under an agreement for the transfer of employees to the fund.
  - 131.2 To purchase, acquire, sell, transfer, dispose of, deal in or enter any contract in respect of, any investment comprising synthetic instruments or blockchain technology, including any form of cryptocurrencies.
  - 131.3 To enter into any derivatives contract, or purchase, sell or deal in any derivatives product, and otherwise to do and perform all things so as to operate, use or deal with facilities of any stock or futures exchange, either directly or through any broker or agent in any market anywhere in the world.
  - 131.4 To purchase, acquire, sell, transfer, dispose of or deal in any shares, stocks, debentures, notes, bonds, mortgages, options, swaps, forwards, futures,

warrants or other form of interest in or securities of a government authority or company, body corporate, scheme or trust and any other contractual or other rights or obligations over or in respect of those securities.

- 131.5 To indemnify a person.
- 131.6 To provide any guarantee or indemnity for payment of money or for the performance of any person's contractual obligations.
- 131.7 To purchase, acquire, sell transfer, hire, lease, dispose of, manage divide, encumber or otherwise deal with any real or personal property.
- 131.8 To sell, transfer, hire, lease, dispose of, manage, divide or otherwise deal with any assets of the fund.
- 131.9 To purchase, acquire vary, sell, transfer or dispose of any deferred property or rights, or any life, life endowment, term or other policy, and to make any relevant payment or pay any premium from the assets of the fund.
- 131.10 To exercise all rights and perform all duties associated with the trustee holding shares, stock, or debentures in any company an interest of any kind in a company, body corporate, scheme, trust or government authority.
- 131.11 To establish, purchase, acquire, promote or conduct any company, business, profit-making undertaking or scheme (including any partnership or joint venture), either in the trustee's own capacity or in its capacity as trustee (or both), and either solely or with any person and to sell, transfer, dispose of or wind up any such company, business, undertaking or scheme.
- 131.12 To appropriate, wholly or partly, any asset of the fund in satisfaction of any interest a person may have in the assets of the fund or any benefit which the trustee determines to pay to or apply for the benefit of, a beneficiary.
- 131.13 To value, or engage a person to value, in whole or in part, the assets or any asset of the fund.
- 131.14 To give receipts for money received.
- 131.15 To grant options in respect of any of the assets of the fund.
- 131.16 To receive any real or personal property by gift or by will as additions to the assets of the fund.
- 131.17 To divide the assets in their own particular form, without first realising those assets, between the trust fund and any other trusts established under this deed.
- 131.18 To take any action to protect the assets of the fund.
- 131.19 To enter into, manage and vary any arrangement relating to currency exchange, interest rates, interest rate caps, collars, floors or swaps, any currency forward rate agreement and any other financial risk management arrangement.
- 131.20 To open and operate bank accounts in the usual way, and to draw, make, accept, endorse, discount, execute, issue or otherwise deal with all forms of negotiable or transferable instruments and to enter into any bill facilities or other form of banking facilities.
- 131.21 To do anything the trustee considers necessary or desirable in connection with performing its obligations under this deed.

### **Limit on borrowing**

- 132 The trustee must not (except as provided by this deed in clause 134 and superannuation law):
- 132.1 borrow money; or
  - 132.2 maintain an existing borrowing of money.

### **Trustee may grant security over asset**

- 133 The trustee may, to the extent allowed by superannuation law, mortgage, pledge, charge, assign or otherwise provide as security, any asset of the fund for the purpose of the trustee borrowing or maintaining a borrowing of money including (without limitation) for the purpose of a "limited recourse borrowing arrangement" referred to in clause 134.3.

*Note: There are strict requirements which must be met for a borrowing, and any associated mortgaging or charging of assets, to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money or mortgages or charges its assets.*

### **When borrowing is allowed (including "limited recourse borrowing arrangements")**

- 134 The trustee may borrow or maintain a borrowing of money in any one or more of the following cases:
- 134.1 to enable the trustee to pay a surcharge or advance instalment which the trustee is required to pay under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* — as long as the borrowing complies with section 67(2A) of the SIS Act;
  - 134.2 to enable the trustee to settle a transaction to acquire any one or more of the securities listed in section 67(3)(a) of the SIS Act — as long as the borrowing complies with all of the requirements of section 67(3) of the SIS Act;
  - 134.3 under an arrangement (a "limited recourse borrowing arrangement") which the trustee enters, or has entered into, in which the money borrowed is, or has been, used to acquire an asset that superannuation law allows the trustee to acquire — as long the borrowing complies with Part 7 of the SIS Act.
- 135 Clause 134 does not limit the circumstances in which the trustee may borrow or maintain a borrowing of money.

*Note: There are strict requirements which must be met for a borrowing to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money.*

### **Trustee's power to effect insurance**

- 136 The trustee may arrange one or more insurance policies with one or more insurers to secure the benefit of a member. A policy may be a group policy or an individual policy.

### **Trustee bound to exercise power in limited cases**

137 The trustee is not bound to arrange one or more insurance policies, except where the trustee has informed the member or beneficiary that the trustee will arrange a policy of a specified type and amount and the member or beneficiary has not asked the trustee in writing not to do so, or has withdrawn his or her request for the trustee to arrange that policy.

Even so, the trustee is not bound to arrange a policy that the trustee is unable to arrange.

### **Inconsistent conditions in policy**

138 If an insurer will only insure a member or beneficiary on conditions that are inconsistent with the conditions in respect of a benefit payable in respect of the member or beneficiary, the trustee may impose the policy conditions on that benefit despite the conditions stated in this deed.

### **Powers not affected by conflict of interests**

139 The trustee may exercise any power under this deed or at law despite the fact that the trustee or a relative of the trustee has a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise. An indirect interest or benefit includes, without limitation, where the trustee or a relative of the trustee obtains or may obtain an interest or benefit as a director, officer, shareholder, partner, unitholder or beneficiary of a third party with whom the trustee enters into a transaction or arrangement.

### **Disclosure of conflict of interest**

140 A trustee must disclose conflict of interests of the type described in clause 139 in accordance with superannuation law.

### **Trustee's power to effect transfer on written request**

141 On written request by a member or beneficiary, the trustee may transfer to the trustee of an approved benefit arrangement any part of the amount in the fund that represents the member's or beneficiary's benefit or benefit entitlement. The trustee may only do so if the following conditions are met:

- The member or beneficiary is eligible to join or has joined the arrangement.
- The trustee is satisfied that the transfer complies with superannuation law.
- The amount the trustee transfers must not exceed the amount in the member's or beneficiary's accumulation account, except to the extent of any amount that the trustee decides to add to that account from the equalisation account (if any) under clause 38.

### **Form and effect of transfer**

142 The member or beneficiary must complete and execute any documents required by the *Tax Act* for the transfer to be completed as a roll over payment. A receipt from the approved benefit arrangement discharges the trustee from all liability in respect of the amount transferred. The trustee is not responsible for seeing to the application of that

amount by the approved benefit arrangement. On completion of the transfer, the member or beneficiary (and anyone entitled to claim in any way in respect of that person) ceases to have any rights against the trustee or the fund in respect of the relevant amount.

#### **Trustee's power to transfer to successor fund**

143 The trustee may transfer to the trustee of an approved benefit arrangement that is a successor fund to the fund under superannuation law any part of the amount in the fund that represents a benefit entitlement. The consent of the member or beneficiary is not required. Nor is it necessary that the member already be a member of the successor fund.

#### **Trustee's power to transfer to eligible roll over fund**

144 In accordance with superannuation law, the trustee may transfer to an eligible roll over fund any part of the amount in the fund that represents a member's or beneficiary's benefit entitlement. The trustee must do so if superannuation law requires it.

#### **Transfer of assets**

145 With the consent of a member or beneficiary to whom or in respect of whom a transfer is to be made under clauses 143 or 144, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

#### **The trustee's power to receive transfer**

146 The trustee may take over or acquire by transfer from an approved benefit arrangement any part of the assets of that arrangement that represent the interest of a participant in that arrangement who has become or is to become a member or beneficiary of the fund. The trustee will hold the amount on trust for that person in the relevant accumulation or pension account. The person will have rights in respect of that amount that are equivalent to the rights he or she had under the approved benefit arrangement. The trustee may decide that the person is to be treated as having been a member of the fund from the time he or she became a member of the approved benefit arrangement.

### **M Administration of fund**

#### **Dealing with money received**

147 The trustee must ensure that any money received by the fund is dealt with as soon as practicable in one of the following ways:

- Deposited to the credit of the fund in an account kept with a bank, friendly society, building society, or other similar body chosen by the trustee.
- Paid to the credit of an insurer for the payment of premiums in relation to a policy of insurance effected by the trustee for the purposes of the fund.
- Paid into the trust account of a lawyer, accountant or investment manager appointed in accordance with this deed.



### **Effect of receipts**

- 148 A receipt given by the trustee or the secretary of the fund or another person authorised by the trustee in writing to issue receipts is a sufficient discharge to the person by whom money is paid to the fund.

### **Trustee may not charge fees**

- 149 The trustee must not charge any fees in relation to acting as trustee under this deed or performing any services in respect of the fund.

### **Trustee entitled to be reimbursed for expenses**

- 150 The trustee is entitled to be reimbursed from the fund for all expenses, taxes, levies, charges, fees and other amounts necessarily or reasonably incurred in acting as trustee under this deed.

### **Trustee to keep records and accounts**

- 151 The trustee must keep proper records and accounts of all money received by the fund and paid out by it, including adequate details of all dealings by the fund in connection with that money.

### **Trustee to collect money owing to the fund**

- 152 The trustee must ensure that money owing to the fund is collected promptly and dealt with in accordance with this deed.

### **Trustee to keep records, accounts, books etc**

- 153 The trustee must ensure that all records, books, accounts, minutes, reports and other documents are maintained and kept safe in accordance with superannuation law for the period required by that law.

### **Documents to be prepared**

- 154 The trustee must ensure that each of the following is prepared in respect of the fund in accordance with superannuation law:
- A statement of its financial position.
  - An operating statement.
  - Any other account or statement required by superannuation law.

### **Annual return**

- 155 The trustee must ensure that an annual return and any other documents required under superannuation law are prepared and lodged with the Regulator in accordance with that law.

## **Audit**

- 156 The trustee must arrange for the books, accounts and records of the fund to be audited annually or as required by superannuation law by an auditor qualified in accordance with superannuation law.

## **Disclosure requirements**

- 157 The trustee must ensure that information and documents are provided to each of the following persons if required by, and in accordance with the requirements of, superannuation law:
- employers.
  - the Regulator.
  - the actuary (if one is appointed).
  - the auditor.
  - any other person.

## **Availability of books and records**

- 158 The trustee must ensure that the books of the fund and information relating to it are available for inspection and copying, and that access is provided to premises where the books and information are available to be inspected and copied, in accordance with superannuation law.

## **Availability of deed and documents**

- 159 The trustee must ensure that this deed and any other documents (or copies of the deed and documents) are made available for inspection by a member, or by a beneficiary on the beneficiary's request, as required by superannuation law. It is sufficient if they are available for inspection at the place of business of a trustee while that business is open.

## **Appointment of auditor**

- 160 The trustee may appoint a suitably qualified person as auditor of the fund.

## **Appointment of actuary**

- 161 The trustee may appoint as actuary of the fund:
- an actuary who is a Fellow of the Institute of Actuaries of Australia;
  - a member of a firm or company of which at least one member or director is a Fellow of the Institute of Actuaries of Australia; or
  - an auditor who is appropriately qualified and is independent according to criteria specified by superannuation law.

### **Appointment of administration manager**

162 The trustee may appoint one or more suitably qualified persons to act as administration manager of the fund or a specified part of the fund.

### **Appointment of investment manager**

163 The trustee may appoint one or more suitably qualified persons to act as investment manager of the fund or a specified part of the fund in accordance with superannuation law.

### **Appointment of custodian**

164 The trustee may appoint one or more suitably qualified persons to act as custodian of the fund or a specified part of the fund, including (without limitation) as part of a limited recourse borrowing arrangement referred to in clause 134.3.

### **Trustee may remove person from office**

165 The trustee may remove from office a person the trustee has appointed to an office.

### **Trustee not bound by advice**

166 Except to the extent required by superannuation law, the trustee is not bound to follow the advice of a person the trustee has appointed.

### **Liability of the trustee is limited**

167 To the extent allowed by superannuation law, neither the trustee nor an employee of the trustee is liable for anything done or not done in connection with acting as trustee, unless at least one of the following applies:

- The trustee failed to act honestly.
- The trustee intentionally or recklessly failed to exercise the degree of care required.
- The trustee incurred a monetary penalty under a civil penalty order made in accordance with superannuation law.

### **Indemnity**

168 To the extent allowed by superannuation law, the trustee and each employee of the trustee are entitled to an indemnity from the fund in all cases where the trustee is not liable under the preceding clause. The trustee has a lien on the assets of the fund for this purpose.

### **Other persons who may act**

169 Subject to superannuation law, the trustee may appoint the following persons to act as trustee of the fund.

- the legal personal representative of a deceased member, from the date of the member's death until the member's death benefits begin to be paid;
- the legal personal representative of a member, while he or she holds an enduring

power of attorney in respect of the member or while the member is under a legal disability;

- the legal personal representative, parent or guardian of a member who is a minor; or
- any other person if the superannuation law allows that person to be a trustee and the fund would remain a self managed superannuation fund.

### **Appointment of corporation as trustee**

170 The trustees may appoint a corporation as trustee by executing a deed to that effect. They may only do so if immediately after executing that deed they replace this deed with another deed which provides the mechanisms to enable a corporation to act as trustee.

### **Continuity of office**

171 When a person ceases to be a trustee or becomes a trustee, any other person acting as trustee must do everything necessary to vest the fund in the new or remaining trustees and must deliver all records and other books to the new or remaining trustees.

### **Appointment and resignation of trustee**

172 The trustee will determine who acts as trustee in accordance with this deed and superannuation law for the fund to continue as a self managed superannuation fund and will take the necessary steps to appoint or remove the persons or body to or from the office of trustee. The trustee may accept the trustee's resignation in writing for this purpose.

- The appointment or removal of a trustee must be in writing by executing a deed to that effect and must immediately be advised to any other trustee.
- Where the trustee is unable or unwilling to determine who will act as trustee then the majority of members of the fund will determine who will act as trustee. If there are no members in the fund, the former members of the fund (or their legal personal representatives) will determine who acts as trustee of the fund.
- To the extent permitted by law, these provisions apply to the exclusion of any statutory provisions relating to the appointment of new trustees, including statutory provisions which may otherwise require registration of the relevant deed or instrument.

## **N Miscellaneous**

### **Trustee may elect to wind up fund**

173 The trustee may elect to wind up the fund on a specified date in either of the following cases:

173.1 The trustee decides to wind up the fund.

173.2 There are no longer any members of the fund.

The trustee must elect to wind up the fund on a specified date if the Regulator requires the fund to be wound up.

## **Notice of winding up**

174 The trustee must give notice to each employer and member that the fund is to be wound up on the specified date.

## **Payment etc on winding up**

175 After deducting from the assets of the fund the costs of administering and winding up the fund, the trustee must pay the benefits in the following order to the extent that the assets of the fund are sufficient to do so:

- Benefits to which members, former members, if any, or their dependants are entitled but which they have not been paid on the day before the termination date.
- Additional benefits to members, former members or their dependants as the trustee thinks appropriate.
- Payment to the employers, if any, that have made contributions in respect of members or former members as the trustee thinks appropriate.

## **Legal rights of member not affected by this deed**

176 Nothing in this deed affects any right a person may have to claim compensation or damages at common law or under statute.

## **Variation**

177 Subject to clauses 178 to 180, the trustee may vary this deed either prospectively or retrospectively. The trustee may do so by oral declaration, written resolution or deed. If superannuation law requires it, the trustee must promptly give a certified copy of the resolution or a copy of the deed to the Regulator.

## **Limits on effect of variation**

178 If one or more death benefit agreements are in place under this deed, then any variation of the deed does not vary any death benefit agreement or clauses 94 or 95 – unless that variation expressly states that it does vary any one or more of those things. Instead, those agreements and clauses continue to apply in respect of the fund.

179 If one or more agreements or arrangements are in place in respect of the fund relating to payment of a pension, then any variation of the deed does not vary those agreements or arrangements – unless that variation expressly states that it does vary one or more of those things. Instead, those agreements and arrangements continue to apply in respect of the fund.

## **Limits on power to vary**

180 The trustee does not have power to vary this deed so as to do either of the following:

- Reduce or adversely affect the rights of a member to accrued entitlements that arise before the variation is effected.
- Reduce the amount of any other entitlement that is or may become payable in

relation to a time before the date of the variation.

However, this (the rule in the previous sentence with the 2 dot points) does not apply if the reduction is necessary to enable the fund to comply with superannuation law or if each affected member, or the Regulator, consents in writing to the reduction.

The trustee also does not have power to vary this deed in a way that would have either of the following effects:

- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
- unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

### **Notice of variation**

181 If superannuation law requires it, the trustee must inform members and beneficiaries in writing of the nature and purpose of the variation and its effect on their entitlements or rights. The trustee must do so in accordance with superannuation law.

### **Dispute resolution**

182 If superannuation law requires it, the trustee must establish a system complying with that law for dealing with enquiries and complaints from members, beneficiaries and dependants.

### **Interpretation**

183 A reference in this deed to:

- a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- a person includes the legal personal representatives, successors and assigns of that person;
- any body which no longer exists or has been reconstituted, renamed, replaced or whose powers and functions have been removed or transferred to another body or agency, whether expressly or impliedly, is a reference to the body which most closely serves the purpose or objects of the first-mentioned body;
- a clause, schedule or appendix is reference to a clause, schedule or appendix in or to this deed;
- this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- '\$' or 'dollars' is a reference to Australian dollars;

- the word 'includes' in any form is not a word of limitation;
- the singular includes the plural and vice versa; and
- a gender includes the other gender.

### **Proper law**

184 This deed is governed by the law of Northern Territory. The parties consent to the exercise of jurisdiction by the courts of that place.

### **Definitions**

185 In this deed the terms below have the following meanings:

**Annuity** means what it means under superannuation law.

**Approved benefit arrangement** means an arrangement into which or from which assets of the fund can be transferred without a breach of superannuation law. It includes a roll over fund, a complying superannuation fund, an approved deposit fund and an annuity arrangement.

**Approved deposit fund** means a fund which is a complying ADF under the Tax Act.

**Amount standing to the credit** in relation to an accumulation account, includes an amount the trustee decides to pay to that account from the equalisation account (if any).

**Assets** means the cash, investments and other property of the fund held by the trustee (or by a nominee or custodian for the trustee) on the trusts established by or under this deed, including:

- any amount standing to the credit of the fund on or after the date when this deed commences.
- contributions made by a member.
- contributions made by an employer.
- contributions allowed by this deed that are superannuation lawfully made by another person.
- interest, dividends, distributions, profits and other benefits of any kind arising from investments and accumulation of income.
- the proceeds of any annuity or insurance policy effected by the trustee.
- the value of any annuity or insurance policy effected by the trustee.
- money, investments and other property received by the trustee as a roll over payment.
- shortfall components and financial assistance received by the trustee.

**Beneficiary** means a person immediately and absolutely entitled to a benefit under this deed in respect of a member. It does not include a member except where that member is immediately and absolutely entitled to a benefit under this deed in respect of another member.

**Benefit** means an amount payable out of the fund to or in respect of a member or beneficiary.

**Benefit entitlement** means an amount in the fund which may become payable to a member, dependant or beneficiary, but to which that person has not become absolutely entitled. It includes a contingent right to payment.

**Binding death benefit notice** means a notice given by a member or beneficiary to the trustee in accordance with regulation 6.17A of the SIS Regulations and with this deed.

**Business day** means Monday to Friday excluding public holidays in the state or territory identified in clause 184.

**Business hours** means between 9:00 am and 5:00 pm on a business day.

**Cash** means what it means under superannuation law.

**Complying superannuation fund** means a complying superannuation fund under superannuation law.

**Contributions** means gross contributions made to the fund before tax in accordance with this deed.

**Corporation** means a constitutional corporation under superannuation law.

**Death Benefit Agreement** means all, or that part of, an agreement (executed as a deed and in a form acceptable to the trustee) describing the trustee's obligations concerning the payment of benefits on a member's death which:

- directs the trustee to pay the benefits to a person to whom those benefits may be paid in accordance with superannuation law;
- has been executed by the trustee and the member; and
- has not later been:
  - terminated by the member; or
  - replaced by a separate death benefit agreement with the agreement of the trustee and the member.

**Dependant**, in relation to a member, former member or beneficiary (the 'primary person'), means each of the following:

- the spouse or widow or widower of that primary person.
- any child of that primary person, including a person who, in the trustee's opinion, is or was actually maintained by the primary person as the child of the primary person.
- any person with whom the primary person has an interdependency relationship.
- any other person who, in the trustee's opinion, was substantially dependent on the primary person at the relevant time.

**Doctor** means a registered medical practitioner.

**Downsizer contributions** has the meaning given by section 292-102 of the *Income Tax Assessment Act 1997*.

**Eligible roll over fund** means what it means in Part 24 of the SIS Act.

**Employee** means a person who is an eligible person under superannuation law for the purpose of an employer making contributions in order to avoid a liability for the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

**Employer** means what it means under superannuation law and includes any participating-employer of a member.

**Employment relationship** – an employment relationship exists between 2 persons if any of the following applies:



- one person is an employee of the other within the ordinary meaning of that term, or within the meaning of section 15A of the SIS Act, or is taken to be an employee under superannuation law.
- one person is the trustee of a trust of which the other person, or a relative of the other person, is a beneficiary.
- one person is a member of a partnership in which the other person, or a relative of the other person, is either a partner or a director of a body corporate that is a partner.
- one person is a member of a partnership in which the other person, or a relative of the other person, is a beneficiary of a trust, the trustee of which is a partner.

However, an employment relationship does not exist between 2 persons if superannuation law has the contrary effect.

**Excess contributions** means contributions by or on behalf of a fund member which exceed the annual cap amounts for concessional contributions and non-concessional contributions as defined in the Tax Act. For the purposes of calculating excess contributions, amounts which are downsizer contributions are not counted.

**Expenses of the fund** means the expenses for which the trustee is entitled to be reimbursed under this deed.

**Family Law Act** means the *Family Law Act 1975* (Cth).

**First home super saver determination** has the meaning given by subsection 138-10(1) in Schedule 1 to the *Taxation Administration Act 1953*.

**Fund earning rate** means the positive or negative earning rate the trustee determines after taking account of any provision or reserve for future contingencies.

**Fund year** means the 12 month period ending on 30 June or a substitute date decided on by the trustee. At the beginning of the trust, and at the end of the trust, it means the lesser period ending on that date, or commencing on the following day.

**Gainful employment** means what it means under superannuation law. It includes gainful employment on a full-time basis and gainful employment on a part-time basis.

**Insurance policy** means an insurance policy effected on the life of the member or a beneficiary of the member or in respect of the member's or beneficiary's illness, accident or disablement.

**Interdependency relationship** has the same meaning as in the SIS Act.

**Levy** means a levy payable by the fund under superannuation law.

**Market value** has the same meaning as in the SIS Act.

**Non-binding nomination form** means a notice given by a member or beneficiary to the trustee in a form acceptable to the trustee, but which does not meet the requirements of regulation 6.17A of the SIS Regulations.

**Non-member spouse** means a person who is:

- a spouse or former spouse of a member; or
- a Non-Member Spouse within the meaning of that term under Part VIII B of the Family Law Act.

**Non-preserved amount** means an amount (including a roll over payment) that is payable to or in respect of a member that is not subject to cashing restrictions under superannuation law at the time of payment.

**Normal retirement age** means 65, or a substitute age that is at least 55 (or, if the trustee is not a corporation, 60) that is accepted or required by superannuation law and is agreed by the trustee.

**Payment flag** means an agreement or court order referred to in clause 124.

**Payment split** means a payment split under Part VIII B of the Family Law Act.

**Pension account** means a pension account established under clause 83.

**Preservation age** means what it means under superannuation law.

**Preserved payment** means a payment made to the fund which is required to be preserved under superannuation law if the fund is to be a complying superannuation fund.

**Preserved payment benefit** means a benefit arising from a preserved payment.

**Regulator** means the particular Commonwealth body responsible for the administration of the relevant aspect of superannuation. It may be the Regulator of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or some other body.

**Relative** for the purpose of the definition of 'employment relationship' and for the purpose of eligibility to be a trustee, means each of the following in respect of a person:

- a parent, grandparent, child, grandchild, sibling, uncle, aunt, great aunt, great uncle, nephew, niece, first cousin or second cousin of the person;
- another person who has any such relationship to the person by reason of adoption or re-marriage;
- the spouse or former spouse of the person or of any of the persons listed in the previous bullet points.

For any other purpose, means each of the following in respect of a person:

- the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child of the person or of the spouse of the person;
- the spouse of the person or of any person listed in the previous bullet point.

**Release Authority** means a written authority or direction given to the trustee to release funds, given by the member or the Commissioner of Taxation, and which the trustee is required to comply with under superannuation law (including where the purpose is a permissible condition of release under the SIS Regulations such as a first home super saver determination, excess concessional or non-concessional contributions and/or excess non-concessional contributions tax liability).

**Retires** in relation to employment, means retirement for the purpose of the payment of benefits under superannuation law.

**Reversionary beneficiary** means an eligible dependant for the purpose of superannuation law, including a Pension Dependant, nominated by a pensioner at the commencement of the pension, or otherwise in accordance with the terms of the pension, as the person to whom the pension must be paid after the pensioner dies.

**Roll over payment** includes a transitional employment termination payment made or received by the trustee in accordance with superannuation law and an eligible benefit payment rolled out of or in to a complying superannuation fund.

**Securities** includes fully paid and partly paid shares, fully paid and partly paid stocks, debentures, notes, bonds, mortgages, options and other similar securities. Neither security nor registration is required.

**Self-managed superannuation fund** means what it means under the SIS Act.

**Shortfall component** means what it means in section 64 of the *Superannuation Guarantee (Administration) Act 1992* and regulations made under that Act.

**SIS Act** means the *Superannuation Industry (Supervision) Act 1993*, as amended from time to time.

**SIS Regulations** means the *Superannuation Industry (Supervision) Regulations 1994*, as amended from time to time.

**Spouse** means a person legally married to the member at any time; and a person who is not legally married to the member, but who, in the trustee's opinion, lives or lived with the member on a bona fide domestic basis as the partner of that member.

If there are 2 or more persons who are spouses within this definition, 'spouse' means that person or those persons whom the trustee decides to treat as the spouse or spouses.

**Superannuation law** means any law of the Commonwealth of Australia including the *Corporations Act 2001* and the *Social Security Act 1991*, which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund by the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes changes to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

**Tax** includes any form of taxation, surcharge, levy, duty or other government charge that the trustee is required to pay out of the fund, or a member, former member or beneficiary is required to pay.

**Tax Act** means the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997*, as appropriate, and the regulations made under the relevant Act.

**Tax Administration Act** means the *Tax Administration Act 1953*.

**Taxation** includes any tax, charge duty or levy of any type paid or payable by the trustee, or by a member, former member or beneficiary, in relation to any part of the fund.

**Temporary total disablement** means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means total physical or mental disablement that is not total permanent disablement that makes the relevant member incapable of continuing in the gainful employment that the member was in immediately before the incapacity.

**Total permanent disablement** means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means such total physical or mental disablement that the trustee is reasonably satisfied that the relevant member is unlikely ever again to be able to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

**Transfer balance** has the same meaning as in section 995-1(1) of the Tax Act.

**Transfer balance cap** has the same meaning as in section 995-1(1) of the Tax Act.

**Transfer determination** means an excess transfer balance determination issued under Subdivision 136-A of Schedule 1 to the Tax Administration Act.

**Transition to retirement pension** means a transition to retirement income stream paid as a pension, as defined by r6.01(2) of the SIS Regulations.

**Transitional employment termination payment** means the same as it means in section 82-130 of the *Income Tax (Transitional Provisions) Act 1997* (Cth).

**Trustee** means the trustee or the trustees as set out in the Schedule to this deed.

**Unclaimed benefits** means benefits described as 'unclaimed money' under superannuation law.

**Withdrawal benefit** means the minimum benefit that must be paid to a member on withdrawal from the fund under superannuation law.

To the extent that a member's contributions have been applied towards an endowment or whole of life policy, the member's withdrawal benefit is the surrender value of that policy.

# Trustee for AWUOLKIIR SMSF

## Schedule to this deed

### Date deed established

15 NOV 2021

### Names and addresses of trustees

CHOL AWJOL GARANG

17 GRAEBER ROAD  
SMITHFIELD 5114 SA

AJANG KIIR ACHIEN

17 GRAEBER ROAD  
SMITHFIELD 5114 SA

### Name and address of members

CHOL AWJOL GARANG

17 GRAEBER ROAD  
SMITHFIELD 5114 SA

AJANG KIIR ACHIEN

17 GRAEBER ROAD  
SMITHFIELD 5114 SA

### Name of person establishing the fund (Principal)

CHOL AWJOL GARANG

17 GRAEBER ROAD  
SMITHFIELD 5114 SA

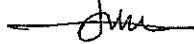
**Execution**

Executed as a deed.

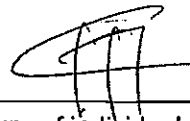
Dated: 15/11/2021

**Signed, sealed and delivered**

by CHOL AWUOL GARANG in the capacity of trustee in the presence of:



Signature of witness



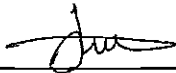
Signature of individual

ALIETH ATEM ALIETH

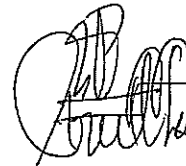
Name of witness (please print)

**Signed, sealed and delivered**

by AJANG KIIR ACHIEN in the capacity of trustee in the presence of:



Signature of witness



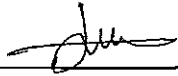
Signature of individual

ALIETH ATEM ALIETH

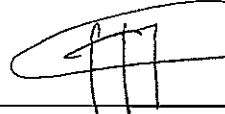
Name of witness (please print)

**Signed sealed and delivered**

by CHOL AWUOL GARANG  
in the capacity of member in  
the presence of:



Signature of witness



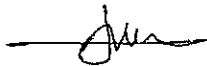
Signature of individual

AIETH ATEM AIETH

Name of witness (please print)

**Signed sealed and delivered**

by AJANG KIIR ACHIEN in the capacity  
of member in the presence of:



Signature of witness



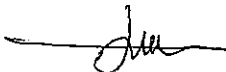
Signature of individual

AIETH ATEM AIETH

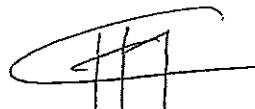
Name of witness (please print)

**Signed, sealed and delivered**

by CHOL AWUOL GARANG in the  
capacity of principal in the presence of:



Signature of witness



Signature of individual

AIETH ATEM AIETH

Name of witness (please print)






**AWUOLKIIR SMSF- Minutes of meeting**

On the 18/10/2022 we withdrew \$3500 from our self-managed superfunds (Salisbury Branch) to purchase nails and iron sheets from local store in Juba South Sudan. We added \$1500 from **Awuolkiir smsf** cash money to make \$5000 Australian dollars. It was later send (receipts attached) through Tawakal Money Express on 24/10/2022. The money was received on the same day and later used for intended purposes (which is to complete the construction of the house).

Names: Ajang Kiir Achien

Signature: 

Names: Chol Awuol Garang

Signature: 

Date: 18 | 10 | 2022

Address: 3 Luprena Avenue Ingle Farm SA 5098