

## **Compliance Workpapers**

**Ouzas Eco Developments Super Fund**

**Financial Year - 2023**



**Fund Details**

<b>Fund Name</b>	Ouzas Eco Developments Super Fund
<b>Contact no</b>	
<b>Financial Year</b>	2023
<b>Established Date</b>	13/11/2019
<b>ABN</b>	36 843 505 324
<b>TFN</b>	644957262
<b>Trustee Type</b>	Corporate
<b>Trustees</b>	Ouzas Eco Developments Pty Ltd
<b>ACN</b>	637356293

### Review Points

Reference : Miscellaneous

**Subject :** Repairs Maintenance

**Addressed :** Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	Materials for renovation of the property were personally paid.	Joan Sayas	06/12/2023 12:09 PM	

**Statement of Financial Position**

Assets	Qty	2023	2022	Change (\$)	Change (%)	
<b>Investments</b>	0.00	735,000.00	735,000.00	0.00	0.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Direct Property</b>	0.00	735,000.00	735,000.00	0.00	0.00	
39 Great Western Highway, Emu Plains NSW	1.00	735,000.00	735,000.00	0.00	0.00	<a href="#">WP-1</a>
<b>Other Assets</b>	0.00	25,654.83	551.27	25,103.56	4,553.77	
<b>Cash At Bank</b>	0.00	22,875.83	4.27	22,871.56	535,633.72	
CBA Direct Investment Account 6762	0.00	22,875.83	4.27	22,871.56	535,633.72	<a href="#">WP-1</a>
<b>Current Tax Assets</b>	0.00	2,779.00	547.00	2,232.00	408.04	<a href="#">WP-1</a> <a href="#">WP-2</a>
Income Tax Instalments Paid	0.00	2,232.00	547.00	1,685.00	308.04	<a href="#">WP-1</a>
Income Tax Payable	0.00	547.00	0.00	547.00	100.00	
<b>Total Assets</b>	0.00	760,654.83	735,551.27	25,103.56	3.41	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
<b>Other Taxes Payable</b>	0.00	558.00	547.00	11.00	2.01	
Activity Statement Payable/Refundable	0.00	558.00	547.00	11.00	2.01	<a href="#">WP-1</a>
<b>Total Liabilities</b>	0.00	558.00	547.00	11.00	2.01	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
<b>Member Entitlement Accounts</b>	0.00	760,096.83	735,004.27	25,092.56	3.41	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Mr Stanley Ouzas</b>	0.00	760,096.83	735,004.27	25,092.56	3.41	



Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Accumulation	0.00	760,096.83	735,004.27	25,092.56	3.41	
Total Member Entitlements	0.00	760,096.83	735,004.27	25,092.56	3.41	

## Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
<b>Investment Income</b>	102.85	0.00	102.85	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Interest</b>	102.85	0.00	102.85	100.00	
<b>Cash At Bank</b>	102.85	0.00	102.85	100.00	
CBA Direct Investment Account 6762	102.85	0.00	102.85	100.00	
<b>Member Receipts</b>	32,493.74	11,175.20	21,318.54	190.77	
<b>Contributions</b>	32,493.74	11,175.20	21,318.54	190.77	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Member</b>	32,493.74	11,175.20	21,318.54	190.77	
<b>Personal Non-Concessional</b>	32,493.74	11,175.20	21,318.54	190.77	
Mr Stanley Ouzas	32,493.74	11,175.20	21,318.54	190.77	
<b>Total Income</b>	32,596.59	11,175.20	21,421.39	191.69	
Expenses	2023	2022	Change (\$)	Change (%)	
<b>Investment Losses</b>	3,329.16	-53,829.44	57,158.60	106.18	
<b>Decrease in Market Value</b>	3,329.16	-53,829.44	57,158.60	106.18	<a href="#">WP-1</a>
<b>Direct Property</b>	3,329.16	-53,829.44	57,158.60	106.18	
39 Great Western Highway, Emu Plains NSW	3,329.16	-53,829.44	57,158.60	106.18	
<b>Other Expenses</b>	4,174.87	7,137.53	-2,962.66	41.51	
Accountancy Fee	0.00	2,200.00	-2,200.00	100.00	
ASIC Fee	0.00	56.00	-56.00	100.00	
Auditor Fee	0.00	900.00	-900.00	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
<b>Bank Fees</b>	0.00	16.50	-16.50	100.00	
<b>Cash At Bank</b>	0.00	16.50	-16.50	100.00	
CBA Direct Investment Account 6762	0.00	16.50	-16.50	100.00	
Fine	0.00	83.00	-83.00	100.00	
<b>Property Expenses</b>	4,174.87	3,105.03	1,069.84	34.46	<a href="#">WP-1</a>
<b>Council Rates</b>	1,725.50	1,695.96	29.54	1.74	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Direct Property</b>	1,725.50	1,695.96	29.54	1.74	
39 Great Western Highway, Emu Plains NSW	1,725.50	1,695.96	29.54	1.74	
<b>Electricity</b>	302.74	319.85	-17.11	5.35	<a href="#">WP-1</a> <a href="#">WP-2</a> <a href="#">WP-3</a>
<b>Direct Property</b>	302.74	319.85	-17.11	5.35	
39 Great Western Highway, Emu Plains NSW	302.74	319.85	-17.11	5.35	
<b>Sundry Expenses</b>	639.94	0.00	639.94	100.00	<a href="#">WP-1</a>
<b>Direct Property</b>	639.94	0.00	639.94	100.00	
39 Great Western Highway, Emu Plains NSW	639.94	0.00	639.94	100.00	
<b>Water Rates</b>	1,506.69	1,089.22	417.47	38.33	<a href="#">WP-1</a> <a href="#">WP-2</a> <a href="#">WP-3</a> <a href="#">WP-4</a>
<b>Direct Property</b>	1,506.69	1,089.22	417.47	38.33	
39 Great Western Highway, Emu Plains NSW	1,506.69	1,089.22	417.47	38.33	

Expenses	2023	2022	Change (\$)	Change (%)
SMSF Supervisory Levy	0.00	777.00	-777.00	100.00
<b>Total Expenses</b>	<b>7,504.03</b>	<b>-46,691.91</b>	<b>54,195.94</b>	<b>116.07</b>
Income Tax	2023	2022	Change (\$)	Change (%)
<b>Total Income Tax</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Profit(Loss) Total</b>	<b>25,092.56</b>	<b>57,867.11</b>		

**Preservation Components for Member above 65**

				Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
	Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount		
Mr Stanley Ouzas (Age: 65 at 30/06/2023)							
	Accumulation	Accumulation	0.00	0.00	760,096.83		


## 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 : Warning		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			
<a href="#">Mr Stanley Ouzas (Age: 65 at 30/06/2023)</a>										
Accumulation	Accumulation	735,004.27	0.00	0.00	0.00	0.00	760,096.83			

**Tax Component Verification (Accumulation)**

		Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Mr Stanley Ouzas (Age: 65 at 30/06/2023)				
	Accumulation		311,175.20	343,668.94



## 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 Stanley Ouzas                      Date of Birth: 26/05/1958 (Age: 64 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		0.00	0.00
	Maximum cap available		27,500.00	110,000.00
	Contributions made (to this fund)		0.00	32,493.74
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	32,493.74
	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**

				Current Status : Good to Go Prior Status : Warning		Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance		
<a href="#">CBA Direct Investment Account 6762</a>							
	19/08/2022	Transfer from NetBank Loan to SMSF	0.00	547.00	551.27		
	19/08/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 PAYG tax 28 07 22	547.00	0.00	4.27		

## 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.

### 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 / Contributions / Member / Personal Non-Concessional / Mr Stanley Ouzas</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/08/2022	Transfer from NetBank Loan to SMSF	0.00	0.00	547.00	547.00
27/10/2022	Contribution Allocation	0.00	0.00	558.00	1,105.00
01/03/2023	Contribution Allocation	0.00	0.00	558.00	1,663.00
31/03/2023	Transfer from NetBank	0.00	0.00	25,000.00	26,663.00
30/06/2023	Property expenses personally paid	0.00	0.00	5,830.74	32,493.74
30/06/2023	Closing Balance	0.00	0.00	0.00	32,493.74
<b>Investment Income / Interest / Cash At Bank / CBA Direct Investment Account 6762</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/04/2023	Credit Interest	0.00	0.00	1.68	1.68
01/05/2023	Credit Interest	0.00	0.00	48.99	50.67
01/06/2023	Credit Interest	0.00	0.00	52.18	102.85
30/06/2023	Closing Balance	0.00	0.00	0.00	102.85
<b>Other Expenses / Property Expenses / Council Rates / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/10/2022	Council rates	0.00	858.41	0.00	858.41
09/04/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 AC No 303969	0.00	436.79	0.00	1,295.20

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 account 303969	0.00	430.30	0.00	1,725.50
30/06/2023	Closing Balance	0.00	0.00	0.00	1,725.50
<b>Other Expenses / Property Expenses / Electricity / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/09/2022	Electricity	0.00	109.73	0.00	109.73
08/12/2022	Electricity	0.00	96.38	0.00	206.11
13/03/2023	Electricity	0.00	96.63	0.00	302.74
30/06/2023	Closing Balance	0.00	0.00	0.00	302.74
<b>Other Expenses / Property Expenses / Sundry Expenses / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Rubbish and recycling	0.00	639.94	0.00	639.94
30/06/2023	Closing Balance	0.00	0.00	0.00	639.94
<b>Other Expenses / Property Expenses / Water Rates / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/09/2022	Water rates	0.00	219.82	0.00	219.82
31/12/2022	Water rates	0.00	480.67	0.00	700.49
12/04/2023	SYDNEY WATER NetBank BPAY 45435 46069520008 Ouzas Eco Dev PL	0.00	239.20	0.00	939.69
30/06/2023	SYDNEY WATER NetBank BPAY 45435 46069520008	0.00	567.00	0.00	1,506.69
30/06/2023	Closing Balance	0.00	0.00	0.00	1,506.69

Date	Description	Quantity	Debits	Credits	Balance
<b>Investment Losses / Decrease in Market Value / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	3,329.16	0.00	3,329.16
30/06/2023	Closing Balance	0.00	0.00	0.00	3,329.16
<b>Investments - 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	1.00	0.00	0.00	735,000.00
30/06/2023	Market Value Adjustment	0.00	0.00	3,329.16	731,670.84
30/06/2023	Property Capital Improvement	0.00	3,329.16	0.00	735,000.00
30/06/2023	Closing Balance	1.00	0.00	0.00	735,000.00
<b>Cash At Bank - CBA Direct Investment Account 6762</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	4.27
19/08/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 PAYG tax 28 07 22	0.00	0.00	547.00	542.73
19/08/2022	Transfer from NetBank Loan to SMSF	0.00	547.00	0.00	4.27
31/03/2023	Transfer from NetBank	0.00	25,000.00	0.00	25,004.27
01/04/2023	Credit Interest	0.00	1.68	0.00	25,005.95
09/04/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 AC No 303969	0.00	0.00	436.79	24,569.16
12/04/2023	SYDNEY WATER NetBank BPAY 45435 46069520008 Ouzas Eco Dev PL	0.00	0.00	239.20	24,329.96
20/04/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 Jan Mar 2023 tax	0.00	0.00	558.00	23,771.96

Date	Description	Quantity	Debits	Credits	Balance
01/05/2023	Credit Interest	0.00	48.99	0.00	23,820.95
01/06/2023	Credit Interest	0.00	52.18	0.00	23,873.13
30/06/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 account 303969	0.00	0.00	430.30	23,442.83
30/06/2023	SYDNEY WATER NetBank BPAY 45435 46069520008	0.00	0.00	567.00	22,875.83
30/06/2023	Closing Balance	0.00	0.00	0.00	22,875.83
<b>Other Assets - Unsettled Trades / Acquisitions / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Capital Improvement - Paid	0.00	3,329.16	0.00	3,329.16
30/06/2023	Property Capital Improvement	0.00	0.00	3,329.16	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 / CBA Direct Investment Account 6762</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/04/2023	Credit Interest	0.00	0.00	1.68	1.68
01/04/2023	Credit Interest	0.00	1.68	0.00	0.00
01/05/2023	Credit Interest	0.00	0.00	48.99	48.99
01/05/2023	Credit Interest	0.00	48.99	0.00	0.00
01/06/2023	Credit Interest	0.00	0.00	52.18	52.18
01/06/2023	Credit Interest	0.00	52.18	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
<b>Other Assets - Receivables / Member Income Receivable / Contributions / Mr Stanley Ouzas</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/08/2022	Contribution Received	0.00	0.00	547.00	547.00
19/08/2022	Transfer from NetBank Loan to SMSF	0.00	547.00	0.00	0.00
27/10/2022	Contribution Allocation	0.00	558.00	0.00	558.00
27/10/2022	Contribution Received	0.00	0.00	558.00	0.00
01/03/2023	Contribution Allocation	0.00	558.00	0.00	558.00
01/03/2023	Contribution Received	0.00	0.00	558.00	0.00
31/03/2023	Contribution Received	0.00	0.00	25,000.00	25,000.00
31/03/2023	Transfer from NetBank	0.00	25,000.00	0.00	0.00
30/06/2023	Contribution Received	0.00	0.00	96.38	96.38
30/06/2023	Contribution Received	0.00	0.00	96.63	193.01
30/06/2023	Contribution Received	0.00	0.00	109.73	302.74
30/06/2023	Contribution Received	0.00	0.00	219.82	522.56
30/06/2023	Contribution Received	0.00	0.00	480.67	1,003.23
30/06/2023	Contribution Received	0.00	0.00	639.94	1,643.17
30/06/2023	Contribution Received	0.00	0.00	858.41	2,501.58
30/06/2023	Contribution Received	0.00	0.00	3,329.16	5,830.74
30/06/2023	Property expenses personally paid	0.00	5,830.74	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
<b>Other Assets - Current Tax Assets / 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	547.00	0.00	547.00
30/06/2023	Closing Balance	0.00	0.00	0.00	547.00
<b>Other Assets - Current Tax Assets / Income Tax Instalments Paid</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	547.00
01/07/2022	Fund Tax Finalisation	0.00	0.00	547.00	0.00
30/09/2022	Sep22 PAYGI	0.00	558.00	0.00	558.00
31/12/2022	Dec22 PAYGI	0.00	558.00	0.00	1,116.00
31/03/2023	Mar31 PAYGI	0.00	558.00	0.00	1,674.00
30/06/2023	Jun23 PAYGI	0.00	558.00	0.00	2,232.00
30/06/2023	Closing Balance	0.00	0.00	0.00	2,232.00
<b>Other Creditors and Accruals / Property Expenses / Council Rates / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/10/2022	Council rates	0.00	0.00	858.41	858.41
09/04/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 AC No 303969	0.00	0.00	436.79	1,295.20
09/04/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 AC No 303969	0.00	436.79	0.00	858.41
30/06/2023	Council rates	0.00	858.41	0.00	0.00
30/06/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 account 303969	0.00	0.00	430.30	430.30

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 account 303969	0.00	430.30	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Electricity / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/09/2022	Electricity	0.00	0.00	109.73	109.73
08/12/2022	Electricity	0.00	0.00	96.38	206.11
13/03/2023	Electricity	0.00	0.00	96.63	302.74
30/06/2023	Electricity	0.00	96.38	0.00	206.36
30/06/2023	Electricity	0.00	96.63	0.00	109.73
30/06/2023	Electricity	0.00	109.73	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Sundry Expenses / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Rubbish and recycling	0.00	0.00	639.94	639.94
30/06/2023	Rubbish and recycling	0.00	639.94	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Water Rates / Direct Property / 39 Great Western Highway, Emu Plains NSW</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/09/2022	Water rates	0.00	0.00	219.82	219.82

Date	Description	Quantity	Debits	Credits	Balance
31/12/2022	Water rates	0.00	0.00	480.67	700.49
12/04/2023	SYDNEY WATER NetBank BPAY 45435 46069520008 Ouzas Eco Dev PL	0.00	0.00	239.20	939.69
12/04/2023	SYDNEY WATER NetBank BPAY 45435 46069520008 Ouzas Eco Dev PL	0.00	239.20	0.00	700.49
30/06/2023	SYDNEY WATER NetBank BPAY 45435 46069520008	0.00	0.00	567.00	1,267.49
30/06/2023	SYDNEY WATER NetBank BPAY 45435 46069520008	0.00	567.00	0.00	700.49
30/06/2023	Water rates	0.00	219.82	0.00	480.67
30/06/2023	Water rates	0.00	480.67	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Taxes Payable / Activity Statement Payable/Refundable</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	547.00
19/08/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 PAYG tax 28 07 22	0.00	547.00	0.00	0.00
30/09/2022	Sep22 PAYGI	0.00	0.00	558.00	558.00
27/10/2022	Sep22 PAYGI	0.00	558.00	0.00	0.00
31/12/2022	Dec22 PAYGI	0.00	0.00	558.00	558.00
01/03/2023	Dec22 PAYGI	0.00	558.00	0.00	0.00
31/03/2023	Mar31 PAYGI	0.00	0.00	558.00	558.00
20/04/2023	Mar31 PAYGI	0.00	558.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Jun23 PAYGI	0.00	0.00	558.00	558.00
30/06/2023	Closing Balance	0.00	0.00	0.00	558.00
<b>Fund Suspense / CBA Direct Investment Account 6762</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/08/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 PAYG tax 28 07 22	0.00	0.00	547.00	547.00
19/08/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 PAYG tax 28 07 22	0.00	547.00	0.00	0.00
19/08/2022	Transfer from NetBank Loan to SMSF	0.00	0.00	547.00	547.00
19/08/2022	Transfer from NetBank Loan to SMSF	0.00	547.00	0.00	0.00
31/03/2023	Transfer from NetBank	0.00	0.00	25,000.00	25,000.00
31/03/2023	Transfer from NetBank	0.00	25,000.00	0.00	0.00
01/04/2023	Credit Interest	0.00	0.00	1.68	1.68
01/04/2023	Credit Interest	0.00	1.68	0.00	0.00
09/04/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 AC No 303969	0.00	0.00	436.79	436.79
09/04/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 AC No 303969	0.00	436.79	0.00	0.00
12/04/2023	SYDNEY WATER NetBank BPAY 45435 46069520008 Ouzas Eco Dev PL	0.00	0.00	239.20	239.20
12/04/2023	SYDNEY WATER NetBank BPAY 45435 46069520008 Ouzas Eco Dev PL	0.00	239.20	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
20/04/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 Jan Mar 2023 tax	0.00	0.00	558.00	558.00
20/04/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 Jan Mar 2023 tax	0.00	558.00	0.00	0.00
01/05/2023	Credit Interest	0.00	0.00	48.99	48.99
01/05/2023	Credit Interest	0.00	48.99	0.00	0.00
01/06/2023	Credit Interest	0.00	0.00	52.18	52.18
01/06/2023	Credit Interest	0.00	52.18	0.00	0.00
30/06/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 account 303969	0.00	0.00	430.30	430.30
30/06/2023	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 account 303969	0.00	430.30	0.00	0.00
30/06/2023	SYDNEY WATER NetBank BPAY 45435 46069520008	0.00	0.00	567.00	567.00
30/06/2023	SYDNEY WATER NetBank BPAY 45435 46069520008	0.00	567.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Member Entitlement Accounts / Mr Stanley Ouzas / Accumulation</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	735,004.27
19/08/2022	Transfer from NetBank Loan to SMSF	0.00	0.00	547.00	735,551.27
27/10/2022	Contribution Allocation	0.00	0.00	558.00	736,109.27
01/03/2023	Contribution Allocation	0.00	0.00	558.00	736,667.27
31/03/2023	Transfer from NetBank	0.00	0.00	25,000.00	761,667.27



Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Investment Profit or Loss	0.00	7,401.18	0.00	754,266.09
30/06/2023	Property expenses personally paid	0.00	0.00	5,830.74	760,096.83
30/06/2023	Closing Balance	0.00	0.00	0.00	760,096.83

## Permanent Documents

<a href="#">OCR_Settlement Statement.pdf</a>
<a href="#">OCR_ATO Trustee Declaration - Signed.pdf</a>
<a href="#">OCR_Cert Company Registration.pdf</a>
<a href="#">OCR_Resolutions.pdf</a>
<a href="#">Ouzas Eco Developments ASIC Extract.pdf</a>
<a href="#">Establishment Deed &amp; Governing Rules.pdf</a>
<a href="#">OCR_Signed contract for sale 1461_001.pdf</a>



# 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 X 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)**

Ouzas Eco Developments Super Fund

**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 062212

Fund account number 10696762

Fund account name

Ouzas Eco Developments Pty Ltd ATF Ouzas Eco Developments Super

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  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="0"/> -00	<b>H2</b> \$ <input type="text" value="0"/> -00
Investment expenses	<b>I1</b> \$ <input type="text" value="4174"/> -00	<b>I2</b> \$ <input type="text" value="0"/> -00
Management and administration expenses	<b>J1</b> \$ <input type="text" value="0"/> -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 <span style="border: 1px solid black; padding: 2px;">Code</span>	<b>L2</b> \$ <input type="text" value="0"/> -00 <span style="border: 1px solid black; padding: 2px;">Code</span>
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** Loss  
**O** \$ -00 L  
 (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 **A** \$ -00  
*(an amount must be included even if it is zero)*

#Tax on taxable income **T1** \$   
*(an amount must be included even if it is zero)*

#Tax on no-TFN-quoted contributions **J** \$   
*(an amount must be included even if it is zero)*

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

Foreign income tax offset **C1** \$

Rebates and tax offsets **C2** \$

Non-refundable non-carry forward tax offsets **C** \$   
*(C1 plus C2)*

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

Early stage venture capital limited partnership tax offset **D1** \$

Early stage venture capital limited partnership tax offset carried forward from previous year **D2** \$

Early stage investor tax offset **D3** \$

Early stage investor tax offset carried forward from previous year **D4** \$

Non-refundable carry forward tax offsets **D** \$   
*(D1 plus D2 plus D3 plus D4)*

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

Complying fund's franking credits tax offset **E1** \$

No-TFN tax offset **E2** \$

National rental affordability scheme tax offset **E3** \$

Exploration credit tax offset **E4** \$

Refundable tax offsets **E** \$   
*(E1 plus E2 plus E3 plus E4)*

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

<b>PAYG instalments raised</b>	
<b>K \$</b>	<input type="text" value="2232"/>
<b>Supervisory levy</b>	
<b>L \$</b>	<input type="text" value="259"/>
<b>Supervisory levy adjustment for wound up funds</b>	
<b>M \$</b>	<input type="text"/>
<b>Supervisory levy adjustment for new funds</b>	
<b>N \$</b>	<input type="text"/>

<b>AMOUNT DUE OR REFUNDABLE</b> <small>A positive amount at <b>S</b> is what you owe, while a negative amount is refundable to you.</small>	<b>S \$</b>	<input type="text" value="-1973"/>
<small>(T5 plus G less H less I less K plus L less M plus N)</small>		

#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	<b>U \$</b>	<input type="text" value="11126"/>	<b>-00</b>
Net capital losses carried forward to later income years	<b>V \$</b>	<input type="text" value="0"/>	<b>-00</b>

Section F: Member information

MEMBER 1

Title: MR

Family name: Ouzas

First given name: Stanley

Other given names:

Member's TFN: \*\*\*\*\*

Date of birth: 26/05/1958

Contributions

OPENING ACCOUNT BALANCE \$ 735004.27

Refer to instructions for completing these labels.

Employer contributions  
A \$ 0

ABN of principal employer  
A1

Personal contributions  
B \$ 32493.74

CGT small business retirement exemption  
C \$ 0

CGT small business 15-year exemption amount  
D \$ 0

Personal injury election  
E \$ 0

Spouse and child contributions  
F \$ 0

Other third party contributions  
G \$ 0

Proceeds from primary residence disposal  
H \$ 0

Receipt date  
H1

Assessable foreign superannuation fund amount  
I \$ 0

Non-assessable foreign superannuation fund amount  
J \$ 0

Transfer from reserve: assessable amount  
K \$ 0

Transfer from reserve: non-assessable amount  
L \$ 0

Contributions from non-complying funds and previously non-complying funds  
T \$ 0

Any other contributions (including Super Co-contributions and Low Income Super Amounts)  
M \$ 0

TOTAL CONTRIBUTIONS N \$ 32493.74  
(Sum of labels A to M)

Other transactions

Allocated earnings or losses O \$ 7401.18

Accumulation phase account balance  
S1 \$ 760096.83

Retirement phase account balance - Non CDBIS  
S2 \$ 0

Retirement phase account balance - CDBIS  
S3 \$ 0

Inward rollovers and transfers P \$ 0

Outward rollovers and transfers Q \$ 0

Lump Sum payments R1

Income stream payments R2

Loss L

Code

Code

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ 760096.83  
(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** \$ -00

Unlisted trusts **B** \$ -00

Insurance policy **C** \$ -00

Other managed investments **D** \$ -00

15b Australian direct investments

<p><b>Limited recourse borrowing arrangements</b></p> <p>Australian residential real property <b>J1</b> \$ <input type="text" value="0"/>-00</p> <p>Australian non-residential real property <b>J2</b> \$ <input type="text" value="0"/>-00</p> <p>Overseas real property <b>J3</b> \$ <input type="text" value="0"/>-00</p> <p>Australian shares <b>J4</b> \$ <input type="text" value="0"/>-00</p> <p>Overseas shares <b>J5</b> \$ <input type="text" value="0"/>-00</p> <p>Other <b>J6</b> \$ <input type="text" value="0"/>-00</p> <p>Property count <b>J7</b> <input type="text" value="0"/></p>	<p>Cash and term deposits <b>E</b> \$ <input type="text" value="22875"/>-00</p> <p>Debt securities <b>F</b> \$ <input type="text" value="0"/>-00</p> <p>Loans <b>G</b> \$ <input type="text" value="0"/>-00</p> <p>Listed shares <b>H</b> \$ <input type="text" value="0"/>-00</p> <p>Unlisted shares <b>I</b> \$ <input type="text" value="0"/>-00</p> <p>Limited recourse borrowing arrangements <b>J</b> \$ <input type="text" value="0"/>-00</p> <p>Non-residential real property <b>K</b> \$ <input type="text" value="0"/>-00</p> <p>Residential real property <b>L</b> \$ <input type="text" value="735000"/>-00</p> <p>Collectables and personal use assets <b>M</b> \$ <input type="text" value="0"/>-00</p> <p>Other assets <b>O</b> \$ <input type="text" value="2779"/>-00</p>
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15c Other investments

Crypto-Currency **N** \$ -00

15d Overseas direct investments

Overseas shares **P** \$ -00

Overseas non-residential real property **Q** \$ -00

Overseas residential real property **R** \$ -00

Overseas managed investments **S** \$ -00

Other overseas assets **T** \$ -00

<b>TOTAL AUSTRALIAN AND OVERSEAS ASSETS</b>	<b>U</b> \$ <input type="text" value="760654"/> -00
<small>(Sum of labels <b>A</b> to <b>T</b>)</small>	

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  \$ -00

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"/>
				-00
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="760096"/>
				-00
Reserve accounts	<b>X</b> \$	<input type="text" value="0"/>		-00
Other liabilities	<b>Y</b> \$	<input type="text" value="558"/>		-00
<b>TOTAL LIABILITIES</b>			<b>Z</b> \$	<input type="text" value="760654"/>
				-00

**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

**Ouzas Eco Developments Super Fund**  
**Investment Revaluation as at 30 June 2023**

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
<b>Property Direct Market</b>					
PROPERTY 39 Great Western Highway, Emu Plains NSW	30 Jun 2023	735,000.00000	1.00000	735,000.00	(3,329.16)
<b>Property Direct Market Total</b>				<b>735,000.00</b>	<b>(3,329.16)</b>
<b>Fund Total</b>				<b>735,000.00</b>	<b>(3,329.16)</b>

**Ouzas Eco Developments Super Fund**  
**Investment Income Comparison Report**  
**For the period 1 July 2022 to 30 June 2023**

Payment Date	Income Type	Ledger Data			Announcement Data					
		Total Income	Tax Credits+	Diff *	Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+	
<b>Cash At Bank</b>										
<b>CBA.ACCT: CBA Direct Investment Account 6762</b>										
01/04/2023	Interest	1.68	0.00							
01/05/2023	Interest	48.99	0.00							
01/06/2023	Interest	52.18	0.00							
		102.85	0.00							
<b>Total</b>		<b>102.85</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.

## Ouzas Eco Developments Super Fund

### Tax Accounting Reconciliation

For the period 1 July 2022 to 30 June 2023

<b>Operating Statement Profit vs. Provision for Income Tax</b>		<b>2023</b>
		<b>\$</b>
<b>Benefits Accrued as a Result of Operations before Income Tax</b>		<b>25,092.56</b>
<b><u>ADD:</u></b>		
Decrease in Market Value		3,329.16
Excess Accounting Loss Carried Forward		7,054.00
Rounding		0.02
<b><u>LESS:</u></b>		
Carry Forward Accounting Loss		7,054.00
Non-Taxable Contributions		32,493.74
<b>Taxable Income or Loss</b>		<b><u>(4,072.00)</u></b>

	<b>Income Amount</b>	<b>Tax Amount</b>
Gross Tax @ 15% for Concessional Income	(4,072.00)	0.00
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	4,072.00	0.00
<b>Provision for Income Tax</b>		<b><u>0.00</u></b>

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

<b>Provision for Income Tax</b>	<b>0.00</b>
<b>Income Tax Expense</b>	<b><u>0.00</u></b>

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

<b>Provision for Income Tax</b>	<b>0.00</b>
<b><u>LESS:</u></b>	
Income Tax Instalments Paid	2,232.00
<b>Income Tax Payable (Receivable)</b>	<b><u>(2,232.00)</u></b>

### Exempt Current Pension Income Settings

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



## Ouzas Eco Developments Super Fund

### 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 Stanley Ouzas</b>												
Unit 30, 37 Iredale Street NEWTOWN NSW 2042												
Accumulation	<b>Accumulation</b>	735,004.27	32,493.74	0.00	(7,401.18)	0.00	0.00	0.00	0.00	0.00	0.00	760,096.83
		735,004.27	32,493.74	0.00	(7,401.18)	0.00	0.00	0.00	0.00	0.00	0.00	760,096.83
		735,004.27	32,493.74	0.00	(7,401.18)	0.00	0.00	0.00	0.00	0.00	0.00	760,096.83

## Ouzas Eco Developments Super Fund

### 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>								
CBA Direct Investment Account 6762				22,875.83	22,875.83			3.02%
				<b>22,875.83</b>	<b>22,875.83</b>			<b>3.02%</b>
<b><u>Property Direct Market</u></b>								
39 Great Western Highway, Emu Plains NSW	1.00000	519,344.1900	735,000.0000	519,344.19	735,000.00	215,655.81	41.52%	96.98%
				<b>519,344.19</b>	<b>735,000.00</b>	<b>215,655.81</b>	<b>41.52%</b>	<b>96.98%</b>
				<b>542,220.02</b>	<b>757,875.83</b>	<b>215,655.81</b>	<b>39.77%</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.



**Ouzas Eco Developments Super Fund  
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><u>Bank</u></b>														
CBA Direct Investment Account 6762														
102.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.85	0.00	0.00	0.00	0.00	0.00
<b>102.85</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>102.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>102.85</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>102.85</b>	<b>0.00</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.

**Ouzas Eco Developments Super Fund**  
**Fund ABN: 36 843 505 324**  
**Rental Property Schedule**  
**For the Period From 1 July 2022 to 30 June 2023**

**Property Account Name**      **39 Great Western Highway, Emu Plains NSW**  
**Property Type**                Residential  
**Address of the Property**      0/39 GREAT WESTERN HIGHWAY  
    EMU PLAINS, NSW 2750  
    Australia

Description	Tax Return Label	Amount	Prior Year
<b>Expenses</b>			
■ Council Rates	I	1,725.50	1,695.96
Electricity	I1	302.74	319.85
Sundry Expenses	I	639.94	0.00
Water Rates	I	1,506.69	1,089.22
<b>Total Expenses</b>		<b>4,174.87</b>	<b>3,105.03</b>
<b>Net Rent</b>		<b>(4,174.87)</b>	<b>(3,105.03)</b>

**Ouzas Eco Developments Super Fund**  
(ABN: 36 843 505 324)

**Consolidated Member Benefit Totals**

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: Unit 30, 37 Iredale Street NEWTOWN, NSW 2042
Member	Number: 1
Mr Stanley Ouzas	Date of Birth: 26 May 1958 Date Joined Fund: 13 November 2019 Eligible Service Date: 13 November 2019
	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	735,004.27
<b>Total as at 1 Jul 2022</b>	<b><u>735,004.27</u></b>

<b>Withdrawal Benefit as at 30 Jun 2023</b>	
Accumulation	760,096.83
<b>Total as at 30 Jun 2023</b>	<b><u>760,096.83</u></b>

**Your Tax Components**

Tax Free	343,668.94
Taxable - Taxed	416,427.89
Taxable - Untaxed	-

**Your Preservation Components**

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	760,096.83

**Your Insurance Benefits**

No insurance details have been recorded

**Your Beneficiaries**

No beneficiary details have been recorded

**For Enquiries:**  
mail Ouzas Eco Developments Super Fund, Unit 30, 37 Iredale Street, NEWTOWN NSW 2042

**Ouzas Eco Developments Super Fund**  
 (ABN: 36 843 505 324)

**Member Benefit Statement**

Period	Member Account Details
<b>1 July 2022 - 30 June 2023</b>	Residential Address: Unit 30, 37 Iredale Street NEWTOWN, NSW 2042
<b>Member</b> Number: 1	Date of Birth: 26 May 1958
<b>Mr Stanley Ouzas</b>	Date Joined Fund: 13 November 2019
<b>Accumulation Account</b>	Eligible Service Date: 13 November 2019
<b>Accumulation</b>	Tax File Number Held: Yes
	Account Start Date: 13 November 2019

Your Account Summary	
<b>Withdrawal Benefit</b> as at 1 Jul 2022	<b>735,004.27</b>
<i>Increases to your account:</i>	
Member Contributions	32,493.74
<u>Total Increases</u>	<u>32,493.74</u>
<i>Decreases to your account:</i>	
Share Of Net Fund Income	7,401.18
<u>Total Decreases</u>	<u>7,401.18</u>
<b>Withdrawal Benefit</b> as at 30 Jun 2023	<b><u>760,096.83</u></b>

Your Tax Components		
Tax Free	45.2138 %	343,668.94
Taxable - Taxed		416,427.89
Taxable - Untaxed		-

Your Preservation Components	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	760,096.83

Your Insurance Benefits	
No insurance details have been recorded	

Your Beneficiaries	
No beneficiary details have been recorded	

**For Enquiries:**  
 mail Ouzas Eco Developments Super Fund, Unit 30, 37 Iredale Street, NEWTOWN NSW 2042



**Trustee**

The Trustee of the Fund is as follows:

Ouzas Eco Developments Pty Ltd

The directors of the Trustee company are:

Stanley Ouzas

**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 Trustee.

**Trustee Disclaimer**

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

Signed on behalf of the Trustee of the Fund

.....  
Stanley Ouzas  
Director - Ouzas Eco Developments Pty Ltd

Statement Date: 30 June 2023

**For Enquiries:**  
mail Ouzas Eco Developments Super Fund, Unit 30, 37 Iredale Street, NEWTOWN NSW 2042

**Ouzas Eco Developments Super Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Mr Stanley Ouzas**

**Date of Birth:** 26 May 1958  
**Age:** 65 (at 30/06/2023)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

**Prior Year Contributions** **Non-Concessional**  
The 'Bring Forward Rule' was NOT triggered in the previous 2 years  
3-year cap in effect from previous years N/A  
**Total non-concessional contributions in previous 2 years** **N/A**

<b>Current Year Contributions</b>	<b>Note</b>	<b>Concessional</b>	<b>Non-Concessional</b>
Caps	1,2	27,500.00	110,000.00
Cumulative Available Unused Cap	3	0.00	0.00
Contributions made (to this fund)	4	0.00	32,493.74
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	32,493.74
Amount above caps	5	0.00	0.00
Available		27,500.00	77,506.26

**Notes**

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Total Superannuation Balance was \$500,000 or more at 30 June 2022, member not eligible to make catch-up concessional contributions
- 4 . Excludes any unmatched deposits
- 5 . 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	0.00
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	<b>Contributions as allocated</b>	<b>0.00</b>
<b>NonConcessional</b>	Personal	32,493.74
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	<b>Contributions as allocated</b>	<b>32,493.74</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**

---

**Ouzas Eco Developments Super Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

---

**Mr Stanley Ouzas**

<b>Date</b>	<b>Contribution Type</b>	<b>Concessional</b>	<b>Non-Concessional</b>	<b>Other</b>	<b>Source</b>
19/08/2022	Personal		547.00		manual
27/10/2022	Personal		558.00		manual
01/03/2023	Personal		558.00		manual
31/03/2023	Personal		25,000.00		manual
30/06/2023	Personal		5,830.74		manual
<b>Totals:</b>			<b>32,493.74</b>		

---

**Ouzas Eco Developments Super Fund**  
**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>										
CBA Direct Investment Account 6762		4.27		25,649.85		2,778.29	0.00		22,875.83	22,875.83
		<u>4.27</u>		<u>25,649.85</u>		<u>2,778.29</u>	<u>0.00</u>		<u>22,875.83</u>	<u>22,875.83</u>
<b><u>Property Direct Market</u></b>										
39 Great Western Highway, Emu Plains NSW	1.00	516,015.03	0.00	3,329.16	0.00	0.00	0.00	1.00	519,344.19	735,000.00
		<u>516,015.03</u>		<u>3,329.16</u>		<u>0.00</u>	<u>0.00</u>		<u>519,344.19</u>	<u>735,000.00</u>
<b>Fund Total</b>		<u><u>516,019.30</u></u>		<u><u>28,979.01</u></u>		<u><u>2,778.29</u></u>	<u><u>0.00</u></u>		<u><u>542,220.02</u></u>	<u><u>757,875.83</u></u>





0042

MR STANLEY OUZAS  
39 GREAT WESTERN HWY  
EMU PLAINS NSW 2750



## Your electricity bill

39 GREAT WESTERN HWY EMU PLAINS NSW 2750

**8 Jun 22 - 7 Sep 22**

Amounts include GST unless otherwise specified

### YOUR ACCOUNT DETAILS

**Account number**  
200 047 747 692

**Tax invoice**  
125 002 343 746

**Issue date**  
8 Sep 22

**Total amount due**  
See the Account Summary on page 2

### DUE DATE

# 28 Sep 22

\$10.90 (non-taxable, no GST) fee may apply if paid after due date.

### AMOUNT DUE

# \$109.73

### YOUR USAGE SUMMARY

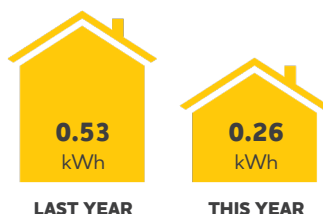
Average cost per day **\$1.07**  
Average daily usage **0.26 kWh**  
Same time last year **0.53 kWh**

**50.94% decrease**  
in usage since last year



**Your indicative greenhouse gas emissions**  
Total for this bill **0.0 tonnes**  
Same time last year **0.0 tonnes**  
Saved with GreenPower **N/A**

For more information on greenhouse gas emissions visit [originenergy.com.au](http://originenergy.com.au).



### YOUR AGREEMENT

Origin Standing

### NEED TO GET IN TOUCH?

Enquiries & moving address: **13 24 61**

### Faults & emergencies

13 10 03  
Call Endeavour Energy 24 hrs

### Help & support online

Got a question about your bill? We've got answers: [originenergy.com.au/help-support](http://originenergy.com.au/help-support)

### HOW TO PAY

**DIRECT DEBIT**  
Register online at [originenergy.com.au/myaccount](http://originenergy.com.au/myaccount) or call **13 24 61** to arrange automatic payment of future accounts\*

**MAIL**  
Send this slip with your cheque made payable to: Origin Energy Holdings Limited, GPO Box 2951 SYDNEY NSW 2001

**TELEPHONE & INTERNET BANKING - BPAY®**  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card\* or transaction account.  
More info: [www.bpay.com.au](http://www.bpay.com.au)

**VISA OR MASTERCARD®\***  
Call **1300 658 783** or visit [originenergy.com.au/paynow](http://originenergy.com.au/paynow)

**POST IN PERSON**  
Pay at any Post Office\*\*

**Billers Code:** 41  
**Ref:** 200 047 747 692

**Billpay Code:** 2958  
**Ref:** 1200 0477 4769 2

**Billers Code:** 130112  
**Ref:** 200 047 747 692

\*Card payment fee may apply to the total payment amount (incl GST): debit card (Visa 0.24%, Mastercard 0.28%); credit card (Visa 0.56%, Mastercard 0.64%); for NSW customers 0.49% if payment made at Australia Post. Fees on next bill. Conditions apply. \*\*Payment processing fee of the higher of \$2.70 or 0.49% may apply (excl NSW).  
Origin Energy Electricity Ltd ABN 33 071 052 287

## ACCOUNT SUMMARY

## Previous activity

Opening balance	\$92.08
Payments received	\$92.08 CR <b>A</b>

**Balance carried forward** **\$0.00**

## Your new charges

Other charges and adjustments (incl GST of \$0.06)	\$11.57 <b>B</b>
Total electricity charges - incl discounts and rebates (incl GST of \$8.92)	\$98.16 <b>C</b>

**Total amount due** **\$109.73**

(incl net GST charges of \$8.98)

PAYMENTS RECEIVED **A**

20 Jul 22	MasterCard Payment	\$92.08 CR
<b>Total</b>		<b>\$92.08 CR</b>

OTHER CHARGES AND ADJUSTMENTS **B**

19 Jul 22	Late Payment Fee (non-taxable, no GST)	\$10.90
20 Jul 22	Card Payment Fee (incl GST of \$0.06)	\$0.67
<b>Total (incl GST of \$0.06)</b>		<b>\$11.57</b>

TOTAL ELECTRICITY CHARGES **C**

## Your site details

<b>Supply address</b> 39 GREAT WESTERN HWY EMU PLAINS NSW 2750	<b>National Meter Identifier (NMI)</b> 43103720303
<b>Meter read</b> Actual	<b>Last meter read date</b> 7 Sep 22
	<b>Next scheduled read date</b> 5 Dec 22 (+/- 2 business days)

**Period: 8 Jun 22 - 7 Sep 22 (92 days)**

Your rate: General Domestic

Meter no	Usage type	Previous read	Current read	Usage (kWh)
1480238	Peak	145931 (A)	145955 (A)	24
1480239	Ct Load 2	50621 (A)	50621 (A)	0
(A = Actual, E = Estimated)				<b>Total kWh</b> 24

	Usage (kWh)	Charge (incl GST)	Amount (incl GST)
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**8 Jun 22 - 30 Jun 22 (23 days)**

## Charges

Peak Usage	6	26.037 c/kWh	\$1.56
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Continued on the next page...

## NEED TO GET IN TOUCH?

## Moving address?

→ Go online  
[originenergy.com.au/movers](https://www.originenergy.com.au/movers) (allow 3 business days notice)

## Contact us

We're happy to help - any questions or complaints:

→ My Account login  
[originenergy.com.au/myaccount](https://www.originenergy.com.au/myaccount)

☎ Call us **13 24 61**

@ Go online  
[originenergy.com.au/rescontact](https://www.originenergy.com.au/rescontact)

✉ Write to us (no payments) **Origin Energy Customer Contact Centre, GPO Box 1199, Adelaide SA 5001**

## Solar, storage and maintenance

For solar and battery sales, installation, service and billing enquiries call **1300 791 468**.

## Concessions and rebates

You may be eligible for NSW Government Energy or Life Support rebates - call us on **13 24 61** for details.

## Payment assistance

Payment extensions, special payments, instalment plans, and assistance through authorised welfare groups, are available if you need it - call us on **13 24 61** for details.

## National Relay Service

If you have a hearing or speech impairment, contact us through the National Relay Service. For more information, visit [www.relayservice.gov.au](https://www.relayservice.gov.au)

## Need an interpreter?

Call **1300 137 427**

خدمة الترجمة الهاتفية للغات غير الإنكليزية.

Servicio Telefónico de Intérpretes para otros idiomas.

Per lingue oltre all'inglese contattate il Servizio d'Interpretariato Telefonico

Dịch vụ thông dịch qua điện thoại cho những ngôn ngữ

khác không phải tiếng Anh.

Τηλεφωνική Υπηρεσία Διερμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。



## PAYMENT SLIP



\*2958 1 200047747692

User code

Customer reference number

009241

00200047747692

+00200047747692>

+009241+

<0000000000>

**Due date**  
**(for new charges only)**

**28 / Sep / 22**

**Amount due**

**\$ 109.73**

<0000010973>

+444+

...Continued from the previous page

Supply Charge	91.245 c/Day	\$20.99
Supply Charge Controlled Load	6.963 c/Day	\$1.60

### 1 Jul 22 - 30 Aug 22 (61 days): price change

#### Charges

Peak Usage	15	30.778 c/kWh	\$4.62
Supply Charge		89.661 c/Day	\$54.69
Supply Charge Controlled Load		9.537 c/Day	\$5.82

### 31 Aug 22 - 31 Aug 22 (1 days)

#### Charges

Peak Usage	1	30.778 c/kWh	\$0.31
Supply Charge		89.661 c/Day	\$0.90
Supply Charge Controlled Load		9.537 c/Day	\$0.10

### 1 Sep 22 - 7 Sep 22 (7 days)

#### Charges

Peak Usage	2	30.778 c/kWh	\$0.62
Supply Charge		89.661 c/Day	\$6.28
Supply Charge Controlled Load		9.537 c/Day	\$0.67

**Total for period 8 Jun 22 - 7 Sep 22** **\$98.16**

**Your total electricity charges (incl GST \$8.92)** **\$98.16**

**Account number**  
200 047 747 692

**Tax invoice**  
125 002 343 746

**Issue date**  
8 Sep 22



## YOUR SITE DETAILS

#### Supply address

39 GREAT WESTERN HWY EMU PLAINS  
NSW 2750

#### National Meter Identifier (NMI)

43103720303

#### Meter read

Actual

#### Last meter read date

7 Sep 22

#### Next scheduled read date

5 Dec 22 (+/- 2 business days)

## YOUR USAGE BREAKDOWN

Average cost per day

**\$1.07**

Average daily usage

**0.26 kWh**

Same time last year

**0.53 kWh**

#### Your indicative greenhouse gas emissions

Total for this bill

**0.0 tonnes**

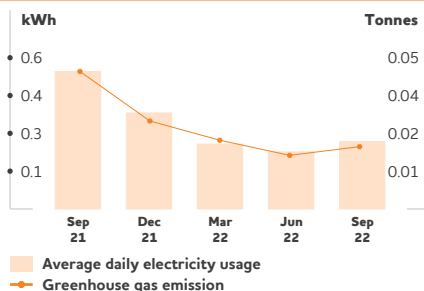
Same time last year

**0.0 tonnes**

Saved with GreenPower

**N/A**

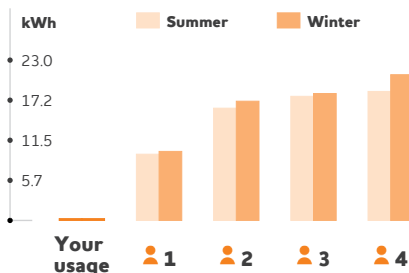
For more information on greenhouse gas emissions visit [originenergy.com.au](http://originenergy.com.au).



## HOW YOU COMPARE

Using the table on the right, you can compare your average daily electricity consumption to other households in your area. Note the different usage bands for summer and winter, and be aware that these comparisons relate to households without a pool.

For more information on electricity usage and energy efficiency visit [energymadeeasy.gov.au](http://energymadeeasy.gov.au)



## Important Information

### NSW electricity price change

On 1 July 2022, our electricity charges changed for most New South Wales residential and small business standing customers. If the changes apply to you, you'll see the new charges on this bill. Find more at [originenergy.com.au/nswpricechange](http://originenergy.com.au/nswpricechange).

### Card payment fee changes

On 1 July 2022, our card payment fees changed for most residential and small business customers. If you pay by card, the charges from 1 July are: Mastercard credit 0.64% (incl GST); Mastercard debit 0.28% (incl GST); Visa credit 0.56% (incl GST); and Visa debit 0.24% (incl GST). Fees are applied to the total payment amount (incl GST). Some exclusions apply. Find more at [originenergy.com.au/feesandcharges](http://originenergy.com.au/feesandcharges).



MR STANLEY OUZAS  
39 GREAT WESTERN HWY  
EMU PLAINS NSW 2750

### Important Information

#### We can help during COVID-19

We are here to support you in this challenging time. If you need help head to [originenergy.com.au/coronavirus](http://originenergy.com.au/coronavirus) to learn more.

## Your electricity bill

Tax invoice for 39 GREAT WESTERN HWY, EMU PLAINS, NSW 2750

08 Sep 22 - 05 Dec 22

Amounts include GST unless otherwise specified

### ACCOUNT DETAILS

#### Account number

A-6FDDDDFB

#### Billing reference

13615326

#### Issue date

08 Dec 22

#### Total amount due

See the Account Breakdown on page 2

### DUE DATE

**30 Dec 22**

### AMOUNT DUE

**\$96.38** ■

### COMPARE YOUR ENERGY USAGE

#### Your average daily usage

Average daily usage **0.27 kWh**

Same time last year **0.37 kWh**

Average cost per day **\$1.07**

**27.53% decrease** in usage since last year

#### Average daily usage in your area

 **8.79 kWh**

 **15.25 kWh**

 **16.10 kWh**

 **17.82 kWh**

Comparison based on homes without a pool using average usage data from Australian Energy Regulator. For more energy usage tips visit [energymadeeasy.gov.au](http://energymadeeasy.gov.au).

### ABOUT YOUR AGREEMENT

#### Origin Standing

### We're here if you need us

Call 1300 832 854  
Email [hello@origin.com.au](mailto:hello@origin.com.au)

### Faults & emergencies

Call Endeavour Energy 24/7  
131 003

### Help & support online

Got a question about your bill? We've got answers: [originenergy.com.au/help](http://originenergy.com.au/help)

### HOW TO PAY



#### DIRECT DEBIT

Register online at [originenergy.com.au/myaccount](http://originenergy.com.au/myaccount) or call **1300 832 854** to arrange automatic payment of future accounts\*



#### MAIL

Send this slip with your cheque made payable to: Origin Energy Holdings Limited, GPO Box 2951 SYDNEY NSW 2001



#### VISA OR MASTERCARD®\*

Call **1300 658 783** or visit [originenergy.com.au/paynow](http://originenergy.com.au/paynow)



#### IN PERSON

Pay at any Post Office+\*



#### TELEPHONE & INTERNET BANKING - BPAY®

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

**Biller Code:** 41  
**Ref:** 200 047 747 692

**Billpay Code:** 2958  
**Ref:** 1200 0477 4769 2

**Biller Code:** 130112  
**Ref:** 200 047 747 692

\*Card payment fee may apply to the total payment amount (incl GST): debit card (Visa 0.24%, Mastercard 0.28%); credit card (Visa 0.56%, Mastercard 0.64%); for NSW customers 0.49% if payment made at Australia Post. Conditions apply. \*Payment processing fee of the higher of \$2.70 or 0.49% may apply (excl NSW). Origin Energy Electricity Ltd ABN 33 071 052 287

BILLING DETAILS	ELECTRICITY
<b>Supply Address</b> 39 Great Western Hwy, Emu Plains, NSW 2750 <b>Your billing period:</b> 08 Sep 2022 - 05 Dec 2022 (89 days)	<b>National Meter Identifier</b> 43103720303 <b>Charges based on</b> Actual meter read <b>Last meter read date</b> 05 Dec 22 <b>Next scheduled read date</b> 08 Mar 23 (+/- 2 business days)

ACCOUNT SUMMARY		
<b>Your account summary at a glance, with your total amount due.</b>		
Previous balance		\$109.73
<b>Payment received since your last bill</b>		
09 Sep 22	Payment	\$109.73 CR
<b>Balance carried forward</b>		\$0.00
<b>New charges and adjustments</b>		
05 Dec 22	Total electricity charges (incl GST of \$8.69)	\$95.68
09 Sep 22	Account Charge (incl GST of \$0.06)	\$0.70
<b>Total amount due</b>		\$96.38
(incl net GST charges of \$8.75)		

BREAKDOWN OF CHARGES		BILLING PERIOD: 08 SEP 22 - 05 DEC 22 (89 DAYS)					
A detailed breakdown of your new charges.							
<b>Your electricity charges</b>							
Your rate: Controlled Load 2 Your rate: General Usage							
Charge description	Bill days	Meter no.	Previous read	Current read	Usage (kWh)	Charge (incl GST)	Amount (incl GST)
Controlled Load 2 Usage	89	1480239	50621.0 (A)	50621.0 (A)	0.0	19.019 c/kWh	\$0.00
General Usage	89	1480238	145955.0 (A)	145979.0 (A)	24.0	30.778 c/kWh	\$7.39
Daily Supply - Controlled	89					9.537 c/Day	\$8.49
Daily Supply	89					89.661 c/Day	\$79.80
(A = Actual, E = Estimated)					<b>Total electricity charges</b>		\$95.68



## PAYMENT SLIP



\*2958 1 200047747692

**Due date**  
(for new charges only)

**30 / Dec / 22**

**Amount due**

**\$ 96.38**

User code

009241

Customer reference number

00200047747692

+00200047747692>

+009241+

<0000000000>

<0000009638>

+444+

## Important information

### Life Support

If someone living at your property relies on life support equipment, please call us on 1300 832 854.

### NSW social programs for energy

The NSW Government has a range of rebates and support available if you're struggling with your bills. Eligible customers include concession card holders, and those in hardship. Head to [originenergy.com.au/concessions-rebates](https://originenergy.com.au/concessions-rebates) or give us a call for details.

### Payment assistance

Payment extensions and assistance through authorised welfare groups are available if you need it - head to [originenergy.com.au/paymentassistance](https://originenergy.com.au/paymentassistance) or give us a call for details

### Card payment fee changes

On 1 July 2022, our fees for payments made by Visa or Mastercard credit or debit card changed. You can see the new fees in the 'How to pay' section on page 1 of this bill, or head to [origin.com.au/feesandcharges](https://origin.com.au/feesandcharges) for more information, including when these fees apply.

**Your account number:** A-6FDDDDFB

**Bill reference:** 13615326

### Contact us

Email [hello@origin.com.au](mailto:hello@origin.com.au)

Online [originenergy.com.au/myaccount](https://originenergy.com.au/myaccount)

Phone **1300 832 854**

Please don't hesitate to contact us if you've any questions, comments, or complaints.

Need an interpreter? Call 1300 137 427



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Dịch vụ thông dịch qua điện thoại cho những ngôn ngữ khác không phải tiếng Anh.

Τηλεφωνική Υπηρεσία Διερμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。



MR STANLEY OUZAS  
39 GREAT WESTERN HWY  
EMU PLAINS NSW 2750

## Your electricity bill

Tax invoice for 39 GREAT WESTERN HWY, EMU PLAINS, NSW 2750

06 Dec 22 - 09 Mar 23

Amounts include GST unless otherwise specified

### ACCOUNT DETAILS

**Account number**  
A-6FDDDDFB

**Billing reference**  
19514529

**Issue date**  
13 Mar 23

**Total amount due**  
See the Account Breakdown on page 2





### DUE DATE

**31 Mar 23**

### AMOUNT DUE

**\$96.63**

### COMPARE YOUR ENERGY USAGE

Your average daily usage		Average daily usage in your area	
Average daily usage	<b>0.12 kWh</b>		<b>9.81 kWh</b>
Same time last year	<b>0.22 kWh</b>		<b>17.06 kWh</b>
Average cost per day	<b>\$1.03</b>		<b>18.92 kWh</b>
<b>45.45% decrease</b> in usage since last year			<b>18.92 kWh</b>






Comparison based on homes without a pool using average usage data from Australian Energy Regulator. For more energy usage tips visit [energymadeeasy.gov.au](http://energymadeeasy.gov.au).

### ABOUT YOUR AGREEMENT

Origin Standing

<h4>We're here if you need us</h4> <p>Call 1300 832 854 Email <a href="mailto:hello@origin.com.au">hello@origin.com.au</a></p>	<h4>Faults &amp; emergencies</h4> <p>Call Endeavour Energy 24/7 131 003</p>	<h4>Help &amp; support online</h4> <p>Got a question about your bill? We've got answers: <a href="http://originenergy.com.au/help">originenergy.com.au/help</a></p>
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### HOW TO PAY

 <b>DIRECT DEBIT</b> Register online at <a href="http://originenergy.com.au/myaccount">originenergy.com.au/myaccount</a> or call <b>1300 832 854</b> to arrange automatic payment of future accounts*	 <b>MAIL</b> Send this slip with your cheque made payable to: Origin Energy Holdings Limited, GPO Box 2951 SYDNEY NSW 2001	 <b>TELEPHONE &amp; INTERNET BANKING - BPAY®</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card* or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a>
 <b>VISA OR MASTERCARD®*</b> Call <b>1300 658 783</b> or visit <a href="http://originenergy.com.au/paynow">originenergy.com.au/paynow</a>	 <b>IN PERSON</b> Pay at any Post Office+*	
<b>Biller Code:</b> 41 <b>Ref:</b> 200 047 747 692	<b>Billpay Code:</b> 2958 <b>Ref:</b> 1200 0477 4769 2	<b>Biller Code:</b> 130112 <b>Ref:</b> 200 047 747 692

\*Card payment fee may apply to the total payment amount (incl GST): debit card (Visa 0.24%, Mastercard 0.28%); credit card (Visa 0.56%, Mastercard 0.64%); for NSW customers 0.49% if payment made at Australia Post. Conditions apply. \*Payment processing fee of the higher of \$2.70 or 0.49% may apply (excl NSW). Origin Energy Electricity Ltd ABN 33 071 052 287

BILLING DETAILS	ELECTRICITY
<b>Supply Address</b> 39 Great Western Hwy, Emu Plains, NSW 2750 <b>Your billing period:</b> 06 Dec 2022 - 09 Mar 2023 (94 days)	<b>National Meter Identifier</b> 43103720303 <b>Charges based on</b> Actual meter read <b>Last meter read date</b> 09 Mar 23 <b>Next scheduled read date</b> 08 Jun 23 (+/- 2 business days)

ACCOUNT SUMMARY		
<b>Your account summary at a glance, with your total amount due.</b>		
Previous balance		\$96.38
<b>Payment received since your last bill</b>		
12 Dec 22	Payment	\$96.38 CR
<b>Balance carried forward</b>		\$0.00
<b>New charges and adjustments</b>		
09 Mar 23	Total electricity charges (incl GST of \$8.78)	\$96.63
<b>Total amount due</b>		\$96.63
(incl net GST charges of \$8.78)		

BREAKDOWN OF CHARGES		BILLING PERIOD: 06 DEC 22 - 09 MAR 23 (94 DAYS)					
A detailed breakdown of your new charges.							
<b>Your electricity charges</b>							
Your rate: Controlled Load 2 Your rate: General Usage							
Charge description	Bill days	Meter no.	Previous read	Current read	Usage (kWh)	Charge (incl GST)	Amount (incl GST)
Controlled Load 2 Usage	94	1480239	50621.0 (A)	50621.0 (A)	0.0	19.019 c/kWh	\$0.00
General Usage	94	1480238	145979.0 (A)	145990.0 (A)	11.0	30.778 c/kWh	\$3.39
Daily Supply - Controlled	94					9.537 c/Day	\$8.96
Daily Supply	94					89.661 c/Day	\$84.28
(A = Actual, E = Estimated)					<b>Total electricity charges</b>		\$96.63



## PAYMENT SLIP



\*2958 1 200047747692

**Due date**  
(for new charges only)

**31 / Mar / 23**

**Amount due**

**\$ 96.63**

User code

009241

Customer reference number

00200047747692

+00200047747692>

+009241+

<0000000000>

<0000009663>

+444+



## Important information

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Payment extensions and assistance through authorised welfare groups are available if you need it - head to [originenergy.com.au/paymentassistance](http://originenergy.com.au/paymentassistance) or give us a call for details

**Your account number:** A-6FDDDDFB

**Bill reference:** 19514529

### Contact us

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Online [originenergy.com.au/myaccount](http://originenergy.com.au/myaccount)

Phone **1300 832 854**

Please don't hesitate to contact us if you've any questions, comments, or complaints.

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Τηλεφωνική Υπηρεσία Διερμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。

# IntelliVal Automated Valuation Estimate

Prepared on 17 November 2023



## 39 Great Western Highway Emu Plains NSW 2750

Estimated Value:

■ **\$735,000**

Estimated Value Confidence:



Low

High

Estimated Price Range:

**\$647,000 - \$823,000**

Property Attributes:



3



1



1



103m<sup>2</sup>



Year Built

-



Land Area

651m<sup>2</sup>



Property Type

House



Land Use

-



Development Zoning

Residential

## Sales History

Sale Date	Sale Price	Sale Type
16 Nov 2019	\$470,000	Unknown
20 Oct 1995	\$110,000	Unknown

Estimated Value as at 13 November 2023. An automated valuation model estimate (Estimated Value) is a statistically derived estimate of the value of the subject property. An Estimated Value must not be relied upon as a professional valuation or an accurate representation of the market value of the subject property as determined by the valuer.

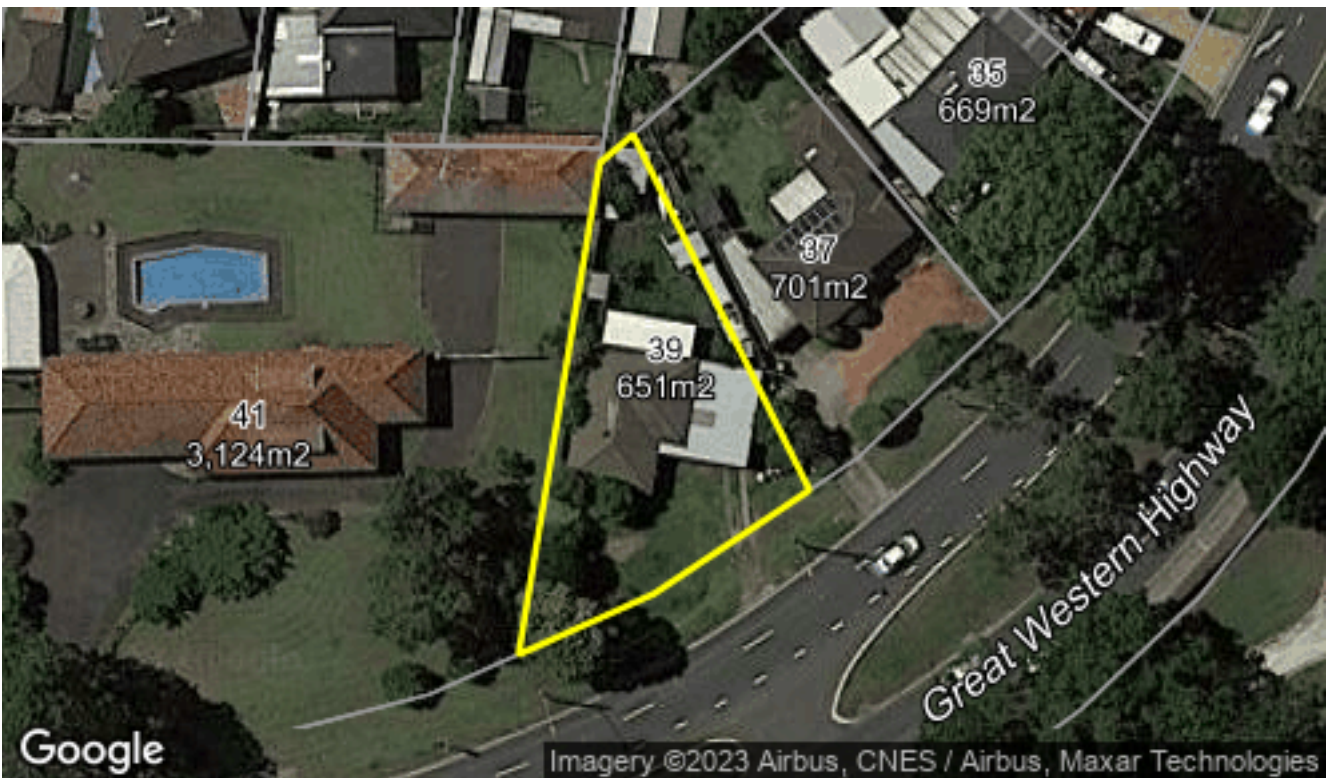
For further information about confidence levels, please refer to the end of this document.

# 39 Great Western Highway Emu Plains NSW 2750



Prepared on 17 November 2023

## Location Highlights



CoreLogic IntelliVal Automated Valuation Estimate



# 39 Great Western Highway Emu Plains NSW 2750



Prepared on 17 November 2023

## Recently Sold Properties



3 1 1 95m<sup>2</sup> 658m<sup>2</sup>

67 Gardenia Avenue Emu Plains  
NSW 2750

Sold Price: **\$815,000**

Sold Date: 12 October 2023

Distance from Subject: 1.5km

Features: Low Density Residential, Timber Floor, 3 Other Rooms, Polished Floors, Built In Robes x 2, RESIDENTIAL, 1 Toilets, 1 Total Floors In



3 1 1 110m<sup>2</sup> 563m<sup>2</sup>

9 Pyramid Street Emu Plains  
NSW 2750

Sold Price: \$775,000

Sold Date: 05 July 2023

Distance from Subject: 1.8km

Features: Low Density Residential, RESIDENTIAL



4 1 1 116m<sup>2</sup> 556m<sup>2</sup>

9 Stansbury Street Emu Plains  
NSW 2750

Sold Price: \$830,000

Sold Date: 19 April 2023

Distance from Subject: 1.9km

Features: Low Density Residential, RESIDENTIAL

**\*Agent Advised**

CoreLogic IntelliVal Automated Valuation Estimate

# 39 Great Western Highway Emu Plains NSW 2750



Prepared on 17 November 2023



3 1 1 - 588m<sup>2</sup>

## 11 Brown Street Penrith NSW 2750

Sold Price: \$815,000

Sold Date: 14 March 2023

Distance from Subject: 2km

Features: Medium Density Residential, RESIDENTIAL



3 1 1 251m<sup>2</sup> 645m<sup>2</sup>

## 26 Bellbrook Avenue Emu Plains NSW 2750

Sold Price: \$800,000

Sold Date: 10 December 2022

Distance from Subject: 1.4km

Features: Low Density Residential, RESIDENTIAL



3 1 1 100m<sup>2</sup> 544m<sup>2</sup>

## 173 Mulgoa Road Jamisontown NSW 2750

Sold Price: \$710,000

Sold Date: 14 February 2023

Distance from Subject: 1.9km

Features: Medium Density Residential, RESIDENTIAL

CoreLogic IntelliVal Automated Valuation Estimate

# 39 Great Western Highway Emu Plains NSW 2750



Prepared on 17 November 2023

## Emu Plains Insights: A Snapshot



### Houses

Median Price

**\$963,837**

	Past Sales	Capital Growth
2023	-	↓ 0.63%
2022	-	↑ 11.67%
2021	-	↑ 25.29%
2020	-	↑ 12.00%
2019	-	↓ 6.78%

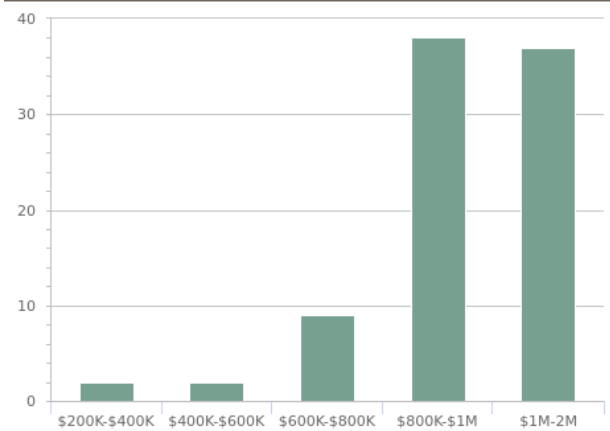
### Units

Median Price

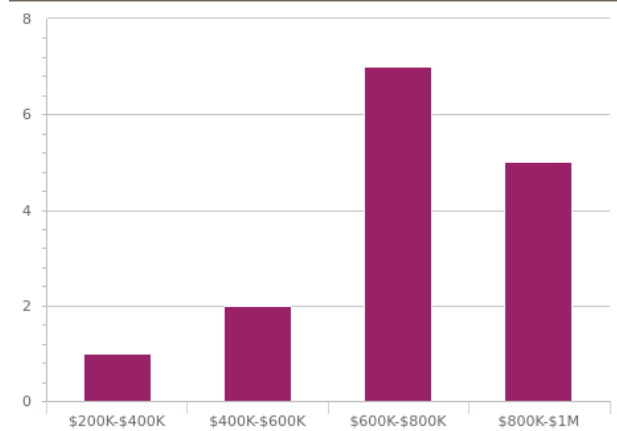
**\$730,768**

	Past Sales	Capital Growth
2023	-	↓ 1.95%
2022	-	↑ 16.46%
2021	-	↑ 14.22%
2020	-	↑ 0.45%
2019	-	↓ 0.05%

### House Sales by Price (Past 12 Months)



### Unit Sales by Price (Past 12 Months)



CoreLogic IntelliVal Automated Valuation Estimate



Prepared on 17 November 2023

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An Estimated Value is generated (i) by a computer driven mathematical model in reliance on available data; (ii) without the physical inspection of the subject property; (iii) without taking into account any market conditions (including building, planning, or economic), and/or (iv) without identifying observable features or risks (including adverse environmental issues, state of repair, improvements, renovations, aesthetics, views or aspect) which may, together or separately, affect the value.

An Estimated Value is current only at the date of publication or supply. CoreLogic expressly excludes any warranties and representations that an Estimated Value is an accurate representation as to the market value of the subject property.

To the full extent permitted by law, CoreLogic excludes all liability for any loss or damage howsoever arising or suffered by the recipient, whether as a result of the recipient's reliance on the accuracy of an Estimated Value or otherwise arising in connection with an Estimated Value.

### How to read Estimated Value

The Confidence is based on a statistical calculation as to the probability of the Estimated Value being accurate compared to market value. The available confidence values returned are High, Medium-High, Medium, Medium-Low, and Low. An Estimated Value with a 'High' confidence is considered more reliable than an Estimated Value with a 'Medium-High', 'Medium', 'Medium-Low' or 'Low' confidence. The Confidence is a reflection of the amount of data we have on the property and similar properties in the surrounding areas. Generally, the more data we have for the local real estate market and subject property, the higher the Confidence level will be. Confidence should be considered alongside the Estimated Value.

Confidence is displayed as a coloured coded range with red representing low confidence, through to amber which represents medium confidence to green for higher confidence.



For more information on estimated values: <https://www.corelogic.com.au/estimated-value-faqs>

If you have any questions or concerns about the information in this report, please contact our customer care team.

Within Australia: **1300 734 318**  
Email Us: **customer@corelogic.com.au**



## Income tax 002

<b>Date generated</b>	04 December 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

9 results found - from 01 July 2021 to 04 December 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
26 Apr 2022	26 Apr 2022	General interest charge			\$0.00
26 Apr 2022	22 Apr 2022	Payment received		\$1,147.50	\$0.00
12 Apr 2022	4 Apr 2022	General interest charge			\$1,147.50 DR
12 Apr 2022	1 Dec 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$2,447.95		\$1,147.50 DR
11 Apr 2022	8 Apr 2022	Payment received		\$1,300.45	\$1,300.45 CR
4 Apr 2022	4 Apr 2022	General interest charge			\$0.00
4 Apr 2022	1 Apr 2022	Payment received		\$1,083.95	\$0.00
4 Apr 2022	1 Jul 2021	General interest charge			\$1,083.95 DR
1 Apr 2022	2 Mar 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$1,083.95		\$1,083.95 DR





## Activity statement 004

<b>Date generated</b>	04 December 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

18 results found - from 01 July 2021 to 04 December 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
8 Nov 2023	8 Nov 2023	General interest charge			\$0.00
8 Nov 2023	7 Nov 2023	Payment received		\$580.00	\$0.00
5 Nov 2023	30 Oct 2023	Original Activity Statement for the period ending 30 Sep 23 - PAYG Instalments	\$580.00		\$580.00 DR
1 Aug 2023	1 Aug 2023	General interest charge			\$0.00
1 Aug 2023	31 Jul 2023	Payment received		\$558.00	\$0.00
30 Jul 2023	28 Jul 2023	Original Activity Statement for the period ending 30 Jun 23 - PAYG Instalments	\$558.00		\$558.00 DR
30 Apr 2023	30 Apr 2023	General interest charge			\$0.00
30 Apr 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23 - PAYG Instalments	\$558.00		\$0.00
24 Apr 2023	20 Apr 2023	Payment received		\$558.00	\$558.00 CR
6 Mar 2023	6 Mar 2023	General interest charge			\$0.00
5 Mar 2023	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22 - PAYG Instalments	\$558.00		\$0.00
2 Mar 2023	1 Mar 2023	Payment received		\$558.00	\$558.00 CR
1 Nov 2022	1 Nov 2022	General interest charge			\$0.00
30 Oct 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22 - PAYG Instalments	\$558.00		\$0.00
28 Oct 2022	27 Oct 2022	Payment received		\$558.00	\$558.00 CR
26 Aug 2022	26 Aug 2022	General interest charge			\$0.00
24 Aug 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$547.00		\$0.00
22 Aug 2022	19 Aug 2022	Payment received		\$547.00	\$547.00 CR



## PAYG Instalments report 2023

**Tax Agent** 25957257  
**Last Updated** 25/11/2023

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)	
644957262	THE TRUSTEE FOR OUZAS ECO DEVELOPMENTS SUPER FUND	558.00	558.00	558.00	558.00	2,232.00	■

**Total No of Clients: 1**
















**Ouzas Eco Developments SMSF CDIA bank statements**

3 messages

Stan Ouzas <stanley.ouzas@gmail.com>  
To: Ceri O'Brien <Ceri@smsfaustralia.com>

30 November 2023 at 14:10

**15 attachments**

-  **Statements20200522.pdf**  
233K
-  **Statements20201122.pdf**  
233K
-  **Statements20200822.pdf**  
253K
-  **Statements20210222.pdf**  
2219K
-  **Statements20210522.pdf**  
253K
-  **Statements20211122.pdf**  
470K
-  **Statements20210822.pdf**  
490K
-  **Statements20200222.pdf**  
2320K
-  **Statements20220522.pdf**  
490K
-  **Statements20221122.pdf**  
471K
-  **Statements20220822.pdf**  
489K
-  **Statements20220222.pdf**  
2220K
-  **Statements20230822.pdf**  
491K
-  **Statements20230522.pdf**  
1793K
-  **Statements20230222.pdf**  
3536K

Ceri O'Brien <Ceri@smsfaustralia.com>  
To: Stan Ouzas <stanley.ouzas@gmail.com>

4 December 2023 at 11:22

Hi Stan,

Thank you for sending the statements.

1. We noted that some of the property invoices and the following ATO obligations were not paid using the SMSF money. Can you please confirm if these are paid personally? If so, please let us know if you want to be reimbursed or treat this as your non concessional contribution to the fund.
  - September 2022 and December 2022 PAYG Instalment
  - 2020 and 2021 Income taxes
2. Please send through the invoices for the following transactions.

◦ 01/07/2021	ORIGIN ENERGY NetBank BPAY AC 200047747692	\$95.23 DR
◦ 13/08/2021	Transfer to Fully Chic Pty Ltd NetBank Quote #N38251	\$481.98 DR
◦ 14/01/2022	ASIC NetBank BPAY 17301 2296373562935	\$56.00 DR
◦ 18/02/2022	ASIC NetBank BPAY 17301 2296373562935 Ouzas Eco	\$83.00 DR
◦ 01/04/2022	Transfer from NetBank HRBlock fee	\$100.00 CR
3. Please also confirm if the following transactions are contributions. If so, kindly advise the contribution type.

◦ 19/08/2022	Transfer from NetBank Loan to SMSF	\$547.00 CR
◦ 31/03/2023	Transfer from NetBank	\$25,000.00 CR

Much appreciated,

Regards,

Ceri O'Brien

Office Manager | SMSF Australia

1300 392 544

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

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

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This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

On Thu, 30 Nov 2023 at 14:11, Stan Ouzas <[stanley.ouzas@gmail.com](mailto:stanley.ouzas@gmail.com)> wrote:

---

**Stan Ouzas** <[stanley.ouzas@gmail.com](mailto:stanley.ouzas@gmail.com)>  
To: Ceri O'Brien <[Ceri@smsfaustralia.com](mailto:Ceri@smsfaustralia.com)>

4 December 2023 at 19:41

### ACCOUNT SUMMARY

<b>Previous activity</b>	
Opening balance	\$95.23
Payments received	\$95.23 CR
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>Your new charges</b>	
Other charges and adjustments (incl GST of \$31.29 CR)	\$333.16 CR
Total electricity charges - incl discounts and rebates (incl GST of \$24.47)	\$269.14
<b>Current balance</b> (incl net GST charges of \$6.82 CR)	<b>\$64.02 CR</b>

### PAYMENTS RECEIVED

1 Jul 21	BPAY Bank Account	\$95.23 CR
<b>Total</b>		<b>\$95.23 CR</b>

### OTHER CHARGES AND ADJUSTMENTS

2 Dec 20	Invoice Reversal 4 Sep 20 to 1 Dec 20 (incl GST of \$12.11 cr) due to readings adjusted	\$133.19 CR
10 Mar 21	Invoice Reversal 2 Dec 20 to 3 Mar 21 (incl GST of \$10.58 cr) due to readings adjusted	\$116.33 CR
7 Jun 21	Invoice Reversal 10 Mar 21 to 4 Jun 21 (non-taxable, no GST) due to readings adjusted	\$0.00
7 Jun 21	Invoice Reversal 10 Mar 21 to 4 Jun 21 (incl GST of \$8.60 cr) due to readings adjusted	\$94.54 CR
30 Jun 21	Late Payment Fee (non-taxable, no GST)	\$10.90
<b>Total (incl GST of \$31.29 CR)</b>		<b>\$333.16 CR</b>

### TOTAL ELECTRICITY CHARGES

<b>Your site details</b>	
<b>Supply address</b> 39 GREAT WESTERN HWY EMU PLAINS NSW 2750	<b>National Meter Identifier (NMI)</b> 43103720303
	<b>Last meter read date</b>

### NEED TO GET IN TOUCH?

**Moving address?**  
 ☎️ Call on 13 24 61  
[originenergy.com.au/movers](http://originenergy.com.au/movers) (flow 3 Business only)

**Contact us:**  
 We're happy to help - any questions or complaints.  
 ☎️ My Account log in  
[originenergy.com.au/myaccount](http://originenergy.com.au/myaccount)  
 ☎️ Call us 13 24 61  
 ☎️ Call on 13 24 61  
[originenergy.com.au/recontact](http://originenergy.com.au/recontact)  
 ✉️ Write to us (no payments): Origin Energy Customer Contact Centre, GPO Box 1199, Adelaide SA 5001

**Solar, storage and maintenance**  
 For solar and battery sales, installation, service and billing enquiries call 1300 991 468

**Concessions and rebates**  
 You may be eligible for NSW Government Energy or Life Support rebates - call us on 13 24 61 for details.

**Payment assistance**  
 Payment assistance (for all payments), including bill plans and assistance through authorised welfare groups, are available if you need it - call us on 13 24 61 for details.

**National Relay Service**  
 If you have a hearing or speech impairment contact us through the National Relay Service. For more information visit [www.relayservice.gov.au](http://www.relayservice.gov.au)

**Need an interpreter?**  
 Call 1300 137 427

خدمة الترجمة الهاتفية للمكافحين البصريين  
 Service Relais des malentendus visuels et auditifs  
 Per favore chiamare il 1300 137 427

**Electricity**
View plan

A-6PDDDDFB  
39 GREAT WESTERN HWY, EMU PLAINS, NSW 2750

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Current bill period: **8 Sep - 5 Dec**

---

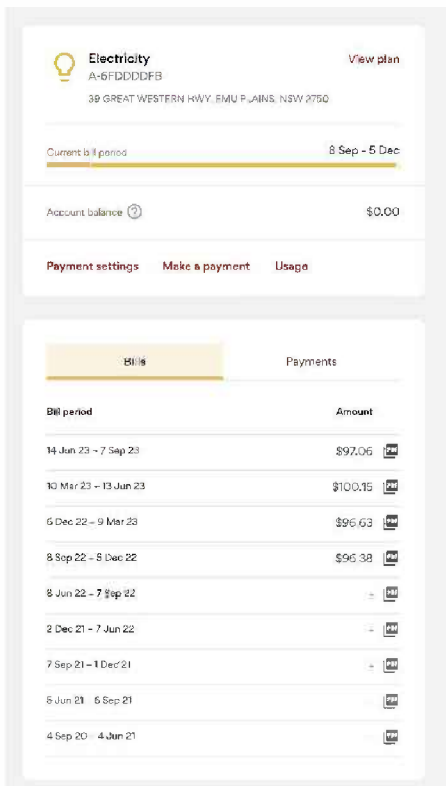
Account balance ⓘ: **\$0.00**

---

Payment settings    [Make a payment](#)    [Usage](#)

---

Bills		Payments
Date	Payment type	Amount
22 Sep 23	Credit card	\$97.06
30 Jun 23	Credit card	\$100.36
4 Apr 23	Credit card	\$95.63
12 Dec 22	Credit card	\$86.58
9 Sep 22	Credit card	\$108.73
20 Jul 22	Credit card	\$82.01
12 Mar 22	Credit card	\$116.40
8 Jan 22	Credit card	\$82.06
16 Sep 21	Credit card	\$40.49
1 Jul 21	BPAY	\$95.23
20 Mar 21	Credit card	\$116.23
8 Dec 20	Credit card	\$133.19



Hi Ceri

Thanks for your e mail.

Please treat all expenses paid by me personally as non concessional contributions

This includes the following:

- September 2022 and December 2022 PAYG Instalment
- 2020 and 2021 Income taxes
- 19/08/2022 Transfer from NetBank Loan to SMSF \$547.00 CR
- 31/03/2023 Transfer from NetBank \$25,000.00 CR

The invoice from Fully Chic PL is attached - strange name for a company that sells nuts and bolts....

01/07/2021 ORIGIN ENERGY NetBank BPAY AC 200047747692 \$95.23 DR

I cannot find complete records of this invoice, however it is recorded by origin energy in the following screenshots as attached

01/04/2022 Transfer from NetBank HRBlock fee \$100.00 CR

This was a non concessional contribution from personal funds to cover the HR Block fee of \$1550 as only \$1454.27 was in the account.

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	
23 Feb	2022 OPENING BALANCE			\$1,454.27 CR	
01 Apr	Transfer from NetBank HRBlock fee		100.00	\$1,554.27 CR	
01 Apr	Transfer To HR Block NetBank Fees Couzas SMSF	1,550.00		\$4.27 CR	
22 May	2022 CLOSING BALANCE			\$4.27 CR	
	<b>Opening balance</b>				
	<b>- Total debits</b>				
	<b>+ Total credits</b>				
	<b>= Closing balance</b>				
		\$1,454.27 CR	\$1,550.00	\$100.00	\$4.27 CR

As for the ASIC fees the two amounts relate to the charges for the same year, \$56 being the standard charge and the \$83 being a late payment fee. I cannot after much effort find the original invoice for \$56 but you can see that it was paid as it is noted on the scan of the late payment invoice.

Could you please calculate what my non concessional amounts are after these adjustments Thanks

Regards

Stan

[Quoted text hidden]

#### 4 attachments

QUOTE\_N38251.PDF  
31K

origin elec bill.pdf  
312K

 **electricity account summary.pdf**  
173K

 **asic fees.pdf**  
34K

# PENRITH CITY COUNCIL

## REMINDER NOTICE

ABN: 43 794 422 563

Rates & Other Enquiries: (02) 4732 7777

CORRESPONDENCE: PO Box 60, PENRITH N.S.W. 2751

[www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au)



2.2237 - 2337 303969 011

Ouzas Eco Developments Pty Ltd  
Unit 30 37 Iredale Street  
NEWTOWN NSW 2042

PLEASE  
NOTIFY  
COUNCIL  
IF THE  
MAILING  
ADDRESS IS  
INCORRECT

**Account Number**  
**303969**

**Notice Number**  
**87585340**

**Property Location and Description**  
**39 Great Western Highway EMU PLAINS NSW 2750**  
**Lot 11 DP 244074**

**Payment Due**  
**Now**

**PLEASE DEDUCT ANY PAYMENTS MADE SINCE 13 SEPTEMBER 2022**

### Rates and Charges due now

**\$428.20**

Council records indicate that this amount is now payable and attracting interest charges at a rate of 6% per annum. If you are in a financial position to do so, please make your payment as soon as possible.

If you are unable to make payment, we can assist by allowing arrangements and extensions to suit your individual financial position.

We encourage anyone in our community experiencing financial strain to contact our Rates Team by email on [rateshelp@penrith.city](mailto:rateshelp@penrith.city) or by telephone on (02) 4732 7777 so we can understand your individual situation.

**IF YOU HAVE PAID THE AMOUNT SHOWN ABOVE SINCE 13/09/2022 PLEASE  
DISREGARD THIS NOTICE.**

# PENRITH CITY COUNCIL

For methods of payment and other information see the reverse side of notice

**NAME:** Ouzas Eco Developments Pty Ltd  
**ACCOUNT NO:** 303969  
**NOTICE NO:** 87585340



In person at any Post Office, by phone 13 18 16,  
or go to [postbillpay.com.au](http://postbillpay.com.au)

Billpay Code: **0253** Ref: **0875 8534 0**



**\*253 087585340**



Bill Code: **10090** Ref No: **87585340**

BPAY® this payment via internet or phone banking.  
BPAY View® - View and pay this bill using internet banking.  
BPAY View Registration No.: **303969**

**TOTAL AMOUNT DUE: \$428.20**

©Registered to BPAY Pty Ltd ABN 69 079 137 518



ABN: 43 794 422 563

Rates & Other Enquiries: (02) 4732 7777

CORRESPONDENCE: PO Box 60, PENRITH N.S.W. 2751

[www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au)



8.439 - 439 303969 011

Ouzas Eco Developments Pty Ltd  
Unit 30 37 Iredale Street  
NEWTOWN NSW 2042

PLEASE NOTIFY COUNCIL IF THE MAILING ADDRESS IS INCORRECT

**Account Number**  
303969

**Notice Number**  
87585340

**Payment Due**  
30/11/2022

**Property Location and Description**  
39 Great Western Highway EMU PLAINS NSW 2750  
Lot 11 DP 244074

**PLEASE DEDUCT ANY PAYMENTS MADE SINCE 24 OCTOBER 2022**

Overdue Rates and Charges as at 24/10/2022

\$430.31

INSTALMENT DUE 30/11/2022

\$428.10

TOTAL

\$858.41

Interest charges accrue on a daily basis at 6% per annum on overdue rates and charges

*Paid 29/11/23*

If you are unable to pay by the due date, please call us on (02) 4732 7777 or email [rateshelp@penrith.city](mailto:rateshelp@penrith.city) to organise an extension or payment plan.



### You can receive your rates notice by email

Choosing to receive your notices by email means a faster, more reliable, and environmentally friendly alternative to paper copies.

To register go to Council's website [penrithcity.nsw.gov.au](http://penrithcity.nsw.gov.au) and click on the link or scan this QR code with your mobile device.



For methods of payment and other information see the reverse side of notice



In person at any Post Office, by phone 13 18 16, or go to [postbillpay.com.au](http://postbillpay.com.au)

Billpay Code: **0253** Ref: **0875 8534 0**



\*253 087585340

NAME: Ouzas Eco Developments Pty Ltd  
ACCOUNT NO: 303969  
NOTICE NO: 87585340



Bill Code: **10090** Ref No: **87585340**

BPAY® this payment via internet or phone banking.  
BPAY View® - View and pay this bill using internet banking.  
BPAY View Registration No.: **303969**

**TOTAL AMOUNT DUE: \$858.41**

©Registered to BPAY Pty Ltd ABN 69 079 137 518

ABN: 43 794 422 563

Rates & Other Enquiries: (02) 4732 7777

CORRESPONDENCE: PO Box 60, PENRITH N.S.W. 2751

[www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au)



7.4940 - 4940 303969 011

Ouzas Eco Developments Pty Ltd  
Unit 30 37 Iredale Street  
NEWTOWN NSW 2042

PLEASE  
NOTIFY  
COUNCIL  
IF THE  
MAILING  
ADDRESS IS  
INCORRECT

**Account Number**  
**303969**

**Notice Number**  
**87585340**

**Property Location and Description**  
**39 Great Western Highway EMU PLAINS NSW 2750**  
**Lot 11 DP 244074**

**Payment Due**  
**28/02/2023**

**PLEASE DEDUCT ANY PAYMENTS MADE SINCE 13 JANUARY 2023**

<b>Overdue Rates and Charges as at 13/01/2023</b>	<b>\$867.06</b>
<b>INSTALMENT DUE 28/02/2023</b>	<b>\$428.10</b>
<b>TOTAL</b>	<b>\$1,295.16</b>

Interest charges accrue on a daily basis at 6% per annum on overdue rates and charges

If you are unable to pay by the due date, please call us on (02) 4732 7777 or email [rateshelp@penrith.city](mailto:rateshelp@penrith.city) to organise an extension or payment plan.



### You can receive your rates notice by email

Choosing to receive your notices by email means a faster, more reliable, and environmentally friendly alternative to paper copies.

To register go to Council's website [penrithcity.nsw.gov.au](http://penrithcity.nsw.gov.au) and click on the link or scan this QR code with your mobile device.



For methods of payment and other information see the reverse side of notice

**NAME:** Ouzas Eco Developments Pty Ltd  
**ACCOUNT NO:** 303969  
**NOTICE NO:** 87585340



In person at any Post Office, by phone 13 18 16, or go to [postbillpay.com.au](http://postbillpay.com.au)

Billpay Code: **0253** Ref: **0875 8534 0**



\*253 087585340



Bill Code: **10090** Ref No: **87585340**

BPAY® this payment via internet or phone banking.  
BPAY View® - View and pay this bill using internet banking.  
BPAY View Registration No.: **303969**

**TOTAL AMOUNT DUE: \$1,295.16**

ABN: 43 794 422 563

Rates & Other Enquiries: (02) 4732 7777

CORRESPONDENCE: PO Box 60, PENRITH N.S.W. 2751

[www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au)



2.93 - 108

303969

011

Ouzas Eco Developments Pty Ltd  
Unit 30 37 Iredale Street  
NEWTOWN NSW 2042

PLEASE  
NOTIFY  
COUNCIL  
IF THE  
MAILING  
ADDRESS IS  
INCORRECT

**Account Number**  
303969

**Notice Number**  
87585340

**Payment Due**  
Now

**Property Location and Description**  
39 Great Western Highway EMU PLAINS NSW 2750  
Lot 11 DP 244074

**PLEASE DEDUCT ANY PAYMENTS MADE SINCE 13 MARCH 2023**

### Rates and Charges due now

**\$436.79**

Council records indicate that this amount is now payable and attracting interest charges at a rate of 6% per annum. If you are in a financial position to do so, please make your payment as soon as possible.

If you are unable to make payment, we can assist by allowing arrangements and extensions to suit your individual financial position.

We encourage anyone in our community experiencing financial strain to contact our Rates Team by email on [rateshelp@penrith.city](mailto:rateshelp@penrith.city) or by telephone on (02) 4732 7777 so we can understand your individual situation.

**IF YOU HAVE PAID THE AMOUNT SHOWN ABOVE SINCE 13/03/2023 PLEASE  
DISREGARD THIS NOTICE.**

**NAME:** Ouzas Eco Developments Pty Ltd  
**ACCOUNT NO:** 303969  
**NOTICE NO:** 87585340

**TOTAL AMOUNT DUE: \$436.79**



In person at any Post Office, by phone 13 18 16,  
or go to [postbillpay.com.au](http://postbillpay.com.au)

Billpay Code: **0253** Ref: **0875 8534 0**



\*253 087585340



Billers Code: **10090** Ref No: **87585340**

BPAY® this payment via internet or phone banking.  
BPAY View® - View and pay this bill using internet banking.  
BPAY View Registration No.: **303969**

©Registered to BPAY Pty Ltd ABN 69 079 137 518

Last bill	Payments	Balance	This bill	Total amount due
\$404.73	\$404.73	\$0.00	\$219.82	<b>\$219.82</b>



OUZAS ECO DEVELOPMENTS PTY LIMITED  
U 30/37 IREDALE ST  
NEWTOWN NSW 2042

Please pay by

**04/10/22**

Account number

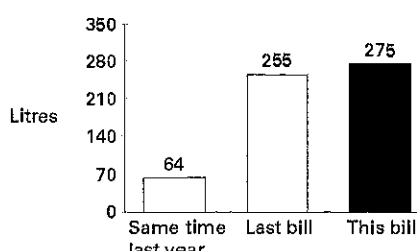
**4606 952**

**Account for residential property**

**39 Great Western Hwy Emu Plains**

Fixed charges - GST free	1 Jul 22 - 30 Sep 22	\$
Water service		14.12
Wastewater (sewerage) service		146.06
<b>Usage charges - GST free</b>	<b>18 Jun 22 - 12 Sep 22</b>	
Water	18/06 - 30/06	3 kL at \$2.3800 a kL
	01/07 - 12/09	21 kL at \$2.5000 a kL <i>See over for details</i>
		7.14
		52.50
<b>Total amount due</b>		<b>\$219.82</b>

**Your average daily usage**



1000 litres  
=  
1 kilolitre

How much water did you use?

Continued over

SYDNEY WATER CORPORATION ABN 49 776 225 038

**TAX INVOICE**

Date of issue 12 September 2022

**Account for 39 Great Western Hwy Emu Plains**



BPAY®: Internet or phone banking.  
Billers code: 45435 Ref no.: 4606 952 0008

Online ID: 1086258

**Card payments:**  
**0.4% fee applies**



Telephone payments: MasterCard or VISA.  
Call **1300 12 34 58** (24 hour service)

Payment number

**4606 952 0008**



Direct Debit: from your bank account or credit card.  
Visit [sydneywater.com.au/directdebit](http://sydneywater.com.au/directdebit)

Please pay by

**04/10/22**



Internet payments: MasterCard, VISA or PayPal.  
Visit [sydneywater.com.au/pay](http://sydneywater.com.au/pay)

Total amount due

**\$219.82**

TRAN CODE      USER CODE      CUSTOMER REFERENCE NUMBER  
831              066859              000046069520008

Last bill	Payments	Balance	This bill	Total amount due
\$219.82	\$0.00	\$225.49	\$255.18	<b>\$480.67</b>

07060-3 011  
  
 OUZAS ECO DEVELOPMENTS PTY LIMITED  
 U 30/37 IREDALE ST  
 NEWTOWN NSW 2042

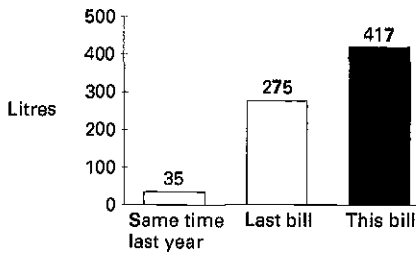
Please pay by  
**See over**  
 Account number  
**4606 952**

**Account for residential property**

**39 Great Western Hwy Emu Plains**

<b>Fixed charges - GST free</b>	1 Oct 22 - 31 Dec 22	\$
Water service		14.12
Wastewater (sewerage) service		146.06
<b>Usage charges - GST free</b>	13 Sep 22 - 12 Dec 22	
Water	13/09 - 12/12 38 kL at \$2.5000 a kL. See over for details	95.00
<b>Other charges and credits</b>		
Amount overdue	See over for details	225.49
<b>Total amount due</b>		<b>\$480.67</b>

**Your average daily usage**



1000 litres = 1 kilolitre

How much water did you use?

Continued over

SYDNEY WATER CORPORATION ABN 49 776 225 038

**TAX INVOICE**

Date of issue 12 December 2022

**Account for 39 Great Western Hwy Emu Plains**

- BPAY®:** Internet or phone banking.  
 Biller code: 45435 Ref no.: 4606 952 0008
- Telephone payments:** MasterCard or VISA.  
 Call **1300 12 34 58** (24 hour service)
- Direct Debit:** from your bank account or credit card.  
 Visit [sydneywater.com.au/directdebit](http://sydneywater.com.au/directdebit)
- Internet payments:** MasterCard, VISA or PayPal.  
 Visit [sydneywater.com.au/pay](http://sydneywater.com.au/pay)

Online ID: 1086258

**Card payments:**  
 0.4% fee applies  
 Payment number  
**4606 952 0008**  
 Please pay by  
**See over**  
 Total amount due

TRAN CODE 831 USER CODE 066859 CUSTOMER REFERENCE NUMBER 000046069520008

**\$480.67**

347PSWC2DL822652NR2/E-7060/S-8160/I-16319



Total amount due

**\$486.34**

**Payment of your bill is now overdue**

Please pay

**Immediately**

Account number

**4606 952**

⑆ 013025 000



OUZAS ECO DEVELOPMENTS PTY LIMITED  
U 30/37 IREDALE ST  
NEWTOWN NSW 2042

**Account for residential property**

**39 Great Western Hwy Emu Plains**

**Charges subject to GST**

\$

Late payment fee

5.16

GST on late payment fee @ 10%

0.51

Amount of GST included \$0.51

**Other charges and credits**

Amount overdue

480.67

**Total amount due**

**\$486.34**

**Payment overdue - reminder notice**

Your payment is now overdue. If you have paid your bill recently, or if you have an arrangement to pay this bill already, please disregard this notice.

If you are not able to pay your bill, please call **13 20 92**. We can talk to you about alternative payment options and arrangements.

**Dispute Resolution:**

If you are not happy with a decision made by Sydney Water, please call us on **13 20 92**. If you are still not satisfied, you may call the Energy and Water Ombudsman NSW (EWON) on 1800 246 545.

*PAID 29/1/23*

Continued over

SYDNEY WATER CORPORATION ABN 49 776 225 038

**TAX INVOICE**

Date of issue 12 January 2023

**Account for 39 Great Western Hwy Emu Plains**



BPAY®: Internet or phone banking.  
Bill code: 45435 Ref no: 4606 952 0008

Online ID: 1086258

**Card payments:**  
**0.4% fee applies**



Telephone payments: MasterCard or VISA  
Call **1300 12 34 58** (24 hour service)

Payment number

**4606 952 0008**



Direct Debits: from your bank account or credit card.  
Visit [sydneywater.com.au/directdebit](http://sydneywater.com.au/directdebit)

Please pay

**Immediately**



Internet payments: MasterCard, VISA or PayPal.  
Visit [sydneywater.com.au/pay](http://sydneywater.com.au/pay)

Total amount due

**\$486.34**

TRAN CODE

831

USER CODE

066859

CUSTOMER REFERENCE NUMBER

000046069520008

Last bill	Payments	Balance	This bill
\$480.67	\$486.34	\$0.00	\$239.20

**Total amount due**  
**\$239.20**

09100-3 011  
  
 OUZAS ECO DEVELOPMENTS PTY LIMITED  
 U 30/37 IREDALE ST  
 NEWTOWN NSW 2042

**Please pay by**  
**31/03/23**

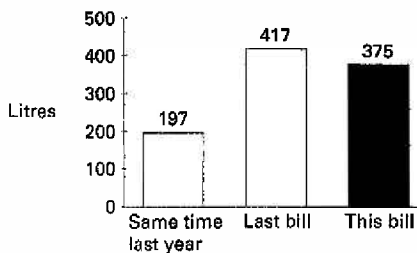
**Account number**  
**4606 952**

## Account for residential property

**39 Great Western Hwy Emu Plains**

<b>Fixed charges - GST free</b>	1 Jan 23 - 31 Mar 23	\$
Water service		13.81
Wastewater (sewerage) service		142.89
<b>Usage charges - GST free</b>	13 Dec 22 - 10 Mar 23	
Water	13/12 - 10/03 33 kL at \$2.5000 a kL <i>See over for details</i>	82.50
<b>Total amount due</b>		<b>\$239.20</b>

### Your average daily usage



1000 litres  
 =  
 1 kilolitre

How much water did you use?

*paid 12/4/23  
 244.97*

*Continued over*

SYDNEY WATER CORPORATION ABN 49 776 225 038

## TAX INVOICE

Date of issue 10 March 2023

## Account for 39 Great Western Hwy Emu Plains



**BPAY®:** internet or phone banking.  
 Biller code: 45435 Ref no.: 4606 952 0008

Online ID: 1086258

**Card payments:**  
 0.4% fee applies



**Telephone payments:** MasterCard or VISA.  
 Call **1300 12 34 58** (24 hour service)

**Payment number**

**4606 952 0008**



**Direct Debit:** from your bank account or credit card.  
 Visit [sydneywater.com.au/directdebit](http://sydneywater.com.au/directdebit)

**Please pay by**

**31/03/23**



**Internet payments:** MasterCard, VISA or PayPal.  
 Visit [sydneywater.com.au/pay](http://sydneywater.com.au/pay)

**Total amount due**

**\$239.20**

TRAN CODE    USER CODE    CUSTOMER REFERENCE NUMBER  
831    066859    000046069520008

<0000023920> <066859> <000046069520008> >

Last bill	Payments	Balance	This bill	Total amount due
\$239.20	\$239.20	\$5.67	\$560.95	<b>\$566.62</b>

000933 000  
  
 OUZAS ECO DEVELOPMENTS PTY LIMITED  
 U 30/37 IREDALE ST  
 NEWTOWN NSW 2042

Please pay by

**See over**

Account number

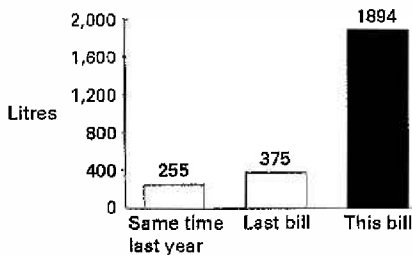
**4606 952**

**Account for residential property**

**39 Great Western Hwy Emu Plains**

<b>Fixed charges - GST free</b>	1 Apr 23 - 30 Jun 23		\$
Water service			13.97
Wastewater (sewerage) service			144.48
<b>Usage charges - GST free</b>	11 Mar 23 - 3 Jun 23		
Water	11/03 - 03/06	161 kL at \$2.5000 a kL <i>See over for details</i>	402.50
<b>Other charges and credits</b>			
Amount overdue		<i>See over for details</i>	5.67
<b>Total amount due</b>			<b>\$566.62</b>

**Your average daily usage**



1000 litres = 1 kilolitre

How much water did you use?

*paid 30/6/23 \$567-*

*Continued over*

SYDNEY WATER CORPORATION ABN 49 776 225 038

**TAX INVOICE**

Date of issue: 6 June 2023

**Account for 39 Great Western Hwy Emu Plains**



BPAY®: internet or phone banking.  
 Biller code: 45435 Ref no.: 4606 952 0008

Online ID: 1086258

Card payments:  
 0.4% fee applies



Telephone payments: MasterCard or VISA.  
 Call **1300 12 34 58** (24 hour service)

Payment number

**4606 952 0008**



Direct Debit: from your bank account or credit card.  
 Visit [sydneywater.com.au/myaccount](http://sydneywater.com.au/myaccount)

Please pay by

**See over**



Internet payments: MasterCard, VISA or PayPal.  
 Visit [sydneywater.com.au/pay](http://sydneywater.com.au/pay)

Total amount due

**\$566.62**

TRAN CODE: **831** USER CODE: **066859** CUSTOMER REFERENCE NUMBER: **000046069520008**



EETPOS FROM WESTPAC  
SUEZ R&R EASTERN CREEK  
WALLGROVE ROAD HEAD SOUT  
EASTERN CREEK NSW 2706  
MID: 26103556  
TID: 73496455

CUSTOMER COPY  
DEC 19, 22 10:01  
BATCH: 000086  
INV: 6183  
ACCOUNT TYPE: CREDIT  
RRN: 006391  
POS REF: 160251803  
MASTERCARD  
A0000000041010  
CBA Credit  
9179(L)  
SALE AUD \$170.00  
APPROVED 00  
APPROVAL CODE 018041  
ARQC 0485914911 SEABA  
APSN 01 AIC 016B

EETPOS FROM WESTPAC  
SUEZ R&R EASTERN CREEK  
WALLGROVE ROAD HEAD SOUT  
FROM M4 SIGN LEFT AT SET  
EASTERN CREEK NSW 2706  
MID: 26103556  
TID: 73496455

CUSTOMER COPY  
DEC 19, 22 10:01  
BATCH: 000086  
INV: 6183  
ACCOUNT TYPE: CREDIT  
RRN: 006391  
POS REF: 160251803  
MASTERCARD  
A0000000041010  
CBA Credit  
9179(L)  
SALE AUD \$170.00  
APPROVED 00  
APPROVAL CODE 018041  
ARQC 0485914911 SEABA  
APSN 01 AIC 016B

PLEASE RETAIN RECEIPT  
FOR YOUR RECORD

EETPOS FROM WESTPAC  
SUEZ R&R EASTERN CREEK  
WALLGROVE ROAD HEAD SOUT  
FROM M4 SIGN LEFT AT SET  
EASTERN CREEK NSW 2706  
MID: 26103556  
TID: 73496455

CUSTOMER COPY  
JAN 09, 23 14:14  
BATCH: 000107  
INV: 7501  
ACCOUNT TYPE: CREDIT  
RRN: 006391  
POS REF: 160251803  
MASTERCARD  
A0000000041010  
CBA Credit  
9179(L)  
SALE AUD \$170.00  
APPROVED 00  
APPROVAL CODE 018041  
ARQC 0485914911 SEABA  
APSN 01 AIC 016B

PLEASE RETAIN RECEIPT  
FOR YOUR RECORD



Veolia Recycling & Recovery Pty Ltd

Your waste management services are now managed by Veolia. We may have a new name, but we'll continue to deliver quality services to our customers.

Eastern Creek Waste Management Centre

Wallgrove Road  
Eastern Creek NSW 2706

Phone: 1300 651 116  
ABN: 70 002 902 650

Tax Invoice

Ticket No: EC160247499.0  
Time In: 19/12/2022 3:57:31 PM  
Time Out: 19/12/2022 4:04:44 PM  
Vehicle Rego: BH273C  
Vehicle Config: Light Vehicle

Client: 521835 - BANK CLEARING  
Carrier: EASTERN CREEK

Driver: [Redacted]

Dry Waste Small Vehicles  
0.34t @ \$414.56/t \$141.82

Source: External  
Dest: Eastern Creek W&R Rego Drop off area

GROSS: 1.50t  
TARE: 1.16t  
NET WEIGHT: 0.34t

Chargeable Weight: 0.34t  
Earl Item Weight: 0.00t

Total (ex GST): \$81.82  
GST: \$8.18

Total Price: \$90.00

Payment Details  
EETPOS AUTH:048641 \$90.00

Total Price: \$90.00

The total price includes GST

Total Amount Tendered: \$90.00  
Change Given: \$0.00

Driver: [Redacted]

Operator: W01M1



Veolia Recycling & Recovery Pty Ltd

Your waste management services are now managed by Veolia. We may have a new name, but we'll continue to deliver quality services to our customers.

Eastern Creek Waste Management Centre

Wallgrove Road  
Eastern Creek NSW 2706

Phone: 1300 651 116  
ABN: 70 002 902 650

Tax Invoice

Ticket No: EC160247499.0  
Time In: 19/12/2022 3:57:31 PM  
Time Out: 19/12/2022 4:04:44 PM  
Vehicle Rego: BH273C  
Vehicle Config: Light Vehicle

Client: 521835 - BANK CLEARING  
Carrier: EASTERN CREEK

Driver: [Redacted]

Dry Waste Small Vehicles  
0.34t @ \$414.56/t \$141.82

Source: External  
Dest: Eastern Creek W&R Rego Drop off area

GROSS: 1.50t  
TARE: 1.16t  
NET WEIGHT: 0.34t

Chargeable Weight: 0.34t  
Earl Item Weight: 0.00t

Total (ex GST): \$141.82  
GST: \$15.18

Total Price: \$170.00

Payment Details  
EETPOS AUTH:048641 \$170.00

Total Price: \$170.00

The total price includes GST

Total Amount Tendered: \$170.00  
Change Given: \$0.00

Driver: [Redacted]

Operator: W01M1



Veolia Recycling & Recovery Pty Ltd

Your waste management services are now managed by Veolia. We may have a new name, but we'll continue to deliver quality services to our customers.

Eastern Creek Waste Management Centre

Wallgrove Road  
Eastern Creek NSW 2706

Phone: 1300 651 116  
ABN: 70 002 902 650

Tax Invoice

Ticket No: EC160247499.0  
Time In: 19/12/2022 3:57:31 PM  
Time Out: 19/12/2022 4:04:44 PM  
Vehicle Rego: BH273C  
Vehicle Config: Light Vehicle

Client: 521835 - BANK CLEARING  
Carrier: EASTERN CREEK

Driver: [Redacted]

Dry Waste Small Vehicles  
0.34t @ \$414.56/t \$141.82

Source: External  
Dest: Eastern Creek W&R Rego Drop off area

GROSS: 1.50t  
TARE: 1.16t  
NET WEIGHT: 0.34t

Chargeable Weight: 0.34t  
Earl Item Weight: 0.00t

Total (ex GST): \$141.82  
GST: \$8.18

Total Price: \$90.00

Payment Details  
EETPOS AUTH:033197 \$90.00

Total Price: \$90.00

The total price includes GST

Total Amount Tendered: \$90.00  
Change Given: \$0.00

Driver: [Redacted]

Operator: W01M1

EFTPOS FROM WESTPAC  
 SUEZ R&R EASTERN CREEK  
 WALLGROVE ROAD HEAL 1001  
 FROM M4 SIGN LEFT AT 511  
 EASTERN CREEK NSW 2766  
 MID: 26103556  
 TID: 73496455

CUSTOMER COPY  
 JAN 20, 23 14:11  
 BATCH: 000118  
 INV: 8292  
 ACCOUNT TYPE CREDIT  
 RRN: 008595  
 POS REF: 100259472  
 MASTERCARD  
 A0000000001010  
 CBA Credit  
 .....9179(T)  
 SALE AUD \$132.86  
 APPROVED 00  
 APPROVAL CODE 0021684  
 ARQC: 3370B000000042817  
 APSN: 010189

PLEASE RETAIN RECEIPT  
 FOR YOUR RECORDS



Veolia Recycling & Recovery Pty Ltd

Our waste management services are managed by Veolia. We may have a new name, but we'll continue to deliver quality services to our customers.

Eastern Creek Waste Management Centre

Wallgrove Road  
 Eastern Creek NSW 2766

Phone: 1300 651 116  
 ABN: 70 002 902 650

Tax Invoice

Ticket No: LC160755770.0  
 Time in: 20/01/2023 2:11:02 PM  
 Time out: 20/01/2023 2:21:19 PM  
 Vehicle Rego: BHZ73C  
 Vehicle Config: Light vehicle

Client: 802308 - BANK CLEARING  
 EASTERN CREEK

Carrier:  
 Trans Ref:  
 Order No: LC

Dry waste small vehicles  
 0.28t @ \$464.54/T \$120.86

Source: External  
 Desc: Eastern Creek Dry/Recycl/Drop  
 off area

GROSS: 1.44t  
 TARE: 1.18t  
 NET weight: 0.26t

Chargeable weight: 0.26t  
 Each Item weight: 0.00t

Total (ex GST): \$120.78  
 GST: \$12.08

Total Price: \$132.86

Payment Details  
 EFTPOS AUTH 021684 \$132.86

Total Price: **\$132.86**

The total price includes GST

Total Amount Tendered: \$132.86  
 Change Given: \$0.00

Driver:

Operator: W01C

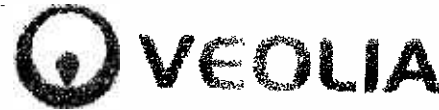
EFTPOS FROM WESTPAC  
 SUEZ R&R WETHERILL PA  
 20 DAVIS RD

WETHERILL PARK NSW 2164  
 MID: 26103838  
 TID: 73496451

CUSTOMER COPY  
 APR 03, 23 12:56  
 BATCH: 000673  
 INV: 12677  
 ACCOUNT TYPE CREDIT  
 RRN: 014747  
 POS REF: 150176150  
 MASTERCARD  
 A0000000001010  
 CBA Credit  
 .....9179(T)

SALE AUD \$157.08  
 APPROVED 00  
 APPROVAL CODE 003261  
 ARQC: 41DC84870LA19501  
 APSN: 01

PLEASE RETAIN RECEIPT  
 FOR YOUR RECORDS



Veolia Recycling & Recovery Pty Ltd

Our waste management services are managed by Veolia. We may have a new name, but we'll continue to deliver quality services to our customers.

Davis Road Waste Management Centre

Wetherill Park NSW 2164

Phone: 1300 651 116  
 ABN: 70 002 902 650

Tax Invoice

Ticket No: DR150173042.0  
 Time in: 3/04/2023 12:47:29 PM  
 Time out: 3/04/2023 12:56:41 PM  
 Vehicle Rego: BHZ73C  
 Vehicle Config: Light Vehicle

Client: 802308 - BANK CLEARING DAVIS  
 ROAD

Carrier:  
 Trans Ref:  
 Order No: DR

Asbestos  
 0.28t @ \$510.00/T \$142.80

Source: External  
 Desc: Davis Road WMC

GROSS: 1.48t  
 TARE: 1.20t  
 NET weight: 0.28t

Chargeable weight: 0.28t  
 Each Item weight: 0.00t

Total (ex GST): \$142.80  
 GST: \$14.28

Total Price: \$157.08

Payment Details  
 EFTPOS AUTH:003261 \$157.08

Total Price: **\$157.08**

The total price includes GST

Total Amount Tendered: \$157.08  
 Change Given: \$0.00

Driver:

Operator: W03PD

**Grand total: \$639.94**



Account Number 06 2212 10696762

Statement Period 23 May 2022 - 22 Aug 2022

Closing Balance \$4.27 CR

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



011

THE DIRECTOR  
 UNIT 30 37 IREDALE ST  
 NEWTOWN NSW 2042

## 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: OUZAS ECO DEVELOPMENTS PTY LTD AS TRUSTEES FOR OUZAS ECO DEVELOPMENTS SUPER FUND

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
23 May 2022	OPENING BALANCE			\$4.27 CR
19 Aug	Transfer from NetBank Loan to SMSF		547.00	\$551.27 CR
19 Aug	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 PAYG tax 28 07 22	547.00		\$4.27 CR
22 Aug 2022	CLOSING BALANCE			\$4.27 CR

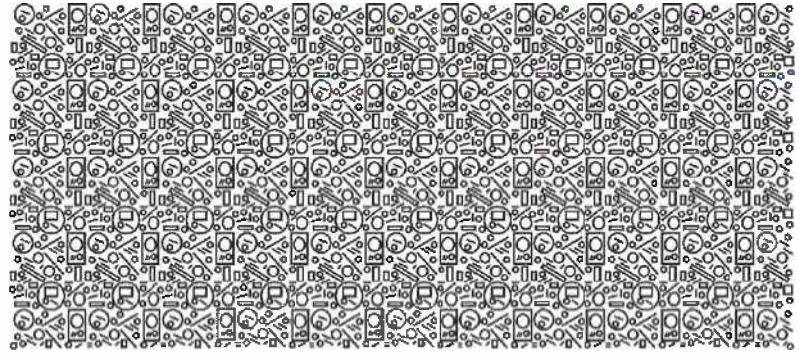
Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$4.27 CR		\$547.00		\$547.00		\$4.27 CR

## Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
22 Aug	Less than \$10,000.00	0.00%
	\$10,000.00 and over	1.10%

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



# Your Statement

Statement 12 (Page 1 of 2)

Account Number 06 2212 10696762

Statement Period 23 Aug 2022 - 22 Nov 2022

Closing Balance \$4.27 CR

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



011

THE DIRECTOR  
 UNIT 30 37 IREDALE ST  
 NEWTOWN NSW 2042

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Date	Transaction	Debit	Credit	Balance
23 Aug 2022	OPENING BALANCE			\$4.27 CR
22 Nov 2022	CLOSING BALANCE			\$4.27 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$4.27 CR		Nil		Nil		\$4.27 CR

## Your Credit Interest Rate Summary

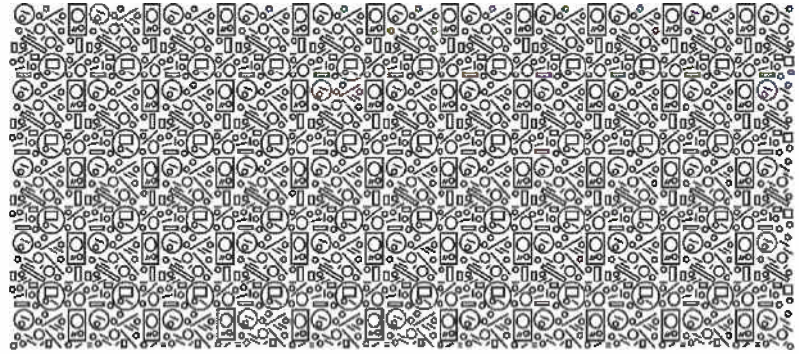
Date	Balance	Standard Credit Interest Rate (p.a.)
22 Nov	Less than \$10,000.00	0.00%
	\$10,000.00 and over	2.00%

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



\*# 7628.23919.1.1.ZZ258R3.0303SL.R3.S941.D326.O.V06.00.35



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

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# Your Statement

Statement 13 (Page 1 of 2)

Account Number 06 2212 10696762

Statement Period 23 Nov 2022 - 22 Feb 2023

Closing Balance \$4.27 CR

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



011

THE DIRECTOR  
 UNIT 30 37 IREDALE ST  
 NEWTOWN NSW 2042

## 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.

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Name: OUZAS ECO DEVELOPMENTS PTY LTD AS TRUSTEES FOR OUZAS ECO DEVELOPMENTS SUPER FUND

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
23 Nov 2022	OPENING BALANCE			\$4.27 CR
22 Feb 2023	CLOSING BALANCE			\$4.27 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$4.27 CR		Nil		Nil		\$4.27 CR

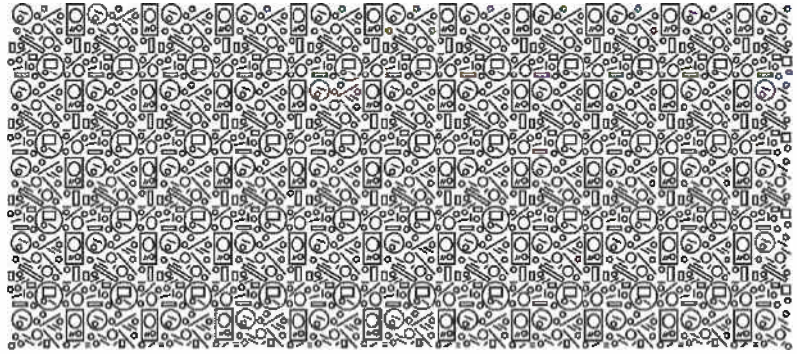
### Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
22 Feb	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.



\*# 8708.29267.1.3.ZZ258R3.0303.SL.R3.S941.D053.O.V06.00.36

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

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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



## Important Notice

### Changes to cheque access from 3 June 2023

We are phasing out cheque access<sup>1</sup> from 3 June 2023, as follows:

- If you open a CommBank account from 3 June 2023, cheque access to that account won't be available. Some exceptions apply<sup>2</sup>.
- If a cheque book was not issued for your account<sup>2</sup> before 3 June 2023, cheque access to that account won't be available from 3 June 2023.
- From 3 June 2023 replacement cheque books will no longer be issued automatically. To obtain a replacement cheque book, please contact us or visit your nearest branch.
- If you switch from a CommBank account where a cheque book was previously issued, to a new CommBank account, and your cheque book is linked to your new account, you can continue to have cheque access to your new account until all of the cheques in your cheque book are used. Once you've used all the cheques in that cheque book, cheque access will no longer be available from 3 June 2023.
- All account Terms and Conditions will be updated to reflect these changes on 3 June 2023 on [commbank.com.au](https://commbank.com.au)

Using NetBank, the CommBank app or CommBiz (for business and institutional customers), you can manage your money securely online anywhere, anytime and you can access a range of handy features, including:

- Transferring money between your accounts in real-time
- Transferring money to a BSB and Account Number or paying money to someone using PayID
- Setting up a recurring transfer or scheduling a transfer for later
- Paying your bills using PayTo, BPAY® or direct debit

For your personal accounts you can also use phone banking to transfer money between your accounts by calling us at 13 2221. For your business accounts you can manage your money securely online anywhere, anytime using NetBank, the CommBank app or CommBiz. For more information visit [commbank.com.au/changes-to-cheques](https://commbank.com.au/changes-to-cheques)

<sup>1</sup> Cheque access means being able to take money out of your account using a cheque from a cheque book issued to you on request and linked to your account, or a cheque obtained by you on request, over the counter in branch.

<sup>2</sup> Selected business and institutional banking accounts are excluded. Speak with your Relationship Manager, or visit [commbank.com.au/changes-to-cheques](https://commbank.com.au/changes-to-cheques)

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# Important Safety Notice: Keeping Your Accounts Safe.

Contact us immediately, anytime, on **13 2221** if you notice any suspicious activity on your account or if you need to report a lost or stolen card.

## What to look out for

Other people may make unauthorised transactions on your account by gaining access to your personal information. They commonly gain your personal information by posing as another person or business, or by stealing your passwords. This is usually done by SMS or email phishing, and via telephone scams. This information is then often used to make unauthorised transactions on your accounts.

## How can I keep my accounts safe?

Keep your devices, PIN and passwords secure so that nobody can gain access or discover this information.

- Memorise your codes and delete or destroy any record of them.
- If you are waiting for your card in the mail, secure your letterbox at all times.
- Don't tell anyone your passwords or PINs – including family, friends and anyone who claims they are from the bank.
- Don't choose any passwords or PINs which are easily guessed, such as your birthday, name, phone number, or numbers which form a pattern.

Keep your cards and devices safe, take extra care of your online wallets and mobile banking applications.

- Activate and set a PIN on your card as soon as you receive it.
- Regularly check your card is still in your possession.
- Cancel, cut up and securely dispose of any card you no longer use.
- Don't let anyone else register their own thumbprint or other biometrics on your device.
- Don't leave your card unattended when you are in public, including at work.

### **Has there been an unauthorised transaction on your account?**

1. Double check that the transaction was not made by you, or an authorised person on the account.
2. Document the incorrect transaction.
3. Contact the merchant that charged you (most issues can be resolved faster that way).

For more information, visit:

**[commbank.com.au/support/disputing-a-transaction.html](http://commbank.com.au/support/disputing-a-transaction.html)**

If the issue is still unresolved, contact us within 30 days of your transaction statement date, and we may be able to exercise our chargeback rights to recover your funds.

Please note: We cannot request a chargeback on BPAY payments because different rules apply (these rules are set out in the ePayments Code).

To find out more about chargebacks, visit:

**[commbank.com.au/support/faqs/1387.html](http://commbank.com.au/support/faqs/1387.html)**

**Important information:** This document is a guideline only. If you don't take reasonable measures to protect your cards and devices, or protect your personal and security information, or prevent others from accessing such information, you may be liable for any unauthorised transactions. Your liability for any losses arising from unauthorised transactions is determined in accordance with the ePayments Code and is set out in your account Terms and Conditions. For a copy visit [commbank.com.au](http://commbank.com.au). To notify us of any account security issues, simply call 13 2221, 24 hours a day, 7 days a week.





# Your Statement

Statement 14 (Page 1 of 2)

Account Number 06 2212 10696762

Statement Period 23 Feb 2023 - 22 May 2023

Closing Balance \$23,820.95 CR

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



011

THE DIRECTOR  
 UNIT 30 37 IREDALE ST  
 NEWTOWN NSW 2042

## 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: OUZAS ECO DEVELOPMENTS PTY LTD AS TRUSTEES FOR OUZAS ECO DEVELOPMENTS SUPER FUND

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.

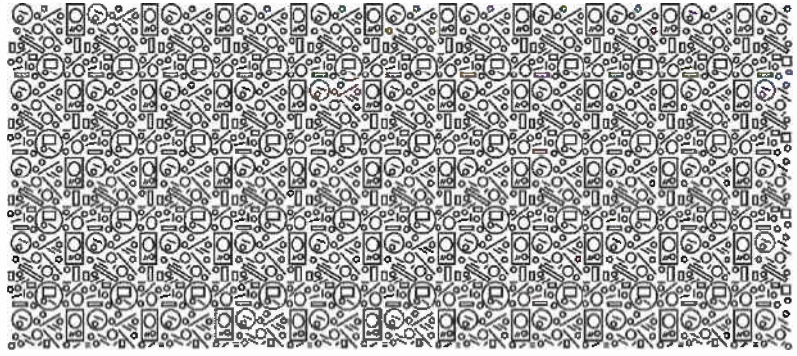
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
23 Feb	2023 OPENING BALANCE			\$4.27 CR
31 Mar	Transfer from NetBank		25,000.00	\$25,004.27 CR
01 Apr	Credit Interest		1.68	\$25,005.95 CR
09 Apr	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 AC No 303969	436.79		\$24,569.16 CR
12 Apr	SYDNEY WATER NetBank BPAY 45435 46069520008 Ouzas Eco Dev PL	239.20		\$24,329.96 CR
20 Apr	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 Jan Mar 2023 tax	558.00		\$23,771.96 CR
01 May	Credit Interest		48.99	\$23,820.95 CR
22 May	2023 CLOSING BALANCE			\$23,820.95 CR

<b>Opening balance</b>	-	<b>Total debits</b>	+	<b>Total credits</b>	=	<b>Closing balance</b>
\$4.27 CR		\$1,233.99		\$25,050.67		\$23,820.95 CR



\*# 5118.19281.1.2.ZZ258R3.0303.SL.R3.S141.D142.O.V06.00.36



### Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
22 May	Less than \$10,000.00	0.35%
	\$10,000.00 and over	2.65%

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

## Important Notice

### Changes to cheque access from 3 June 2023

We are phasing out cheque access<sup>1</sup> from 3 June 2023, as follows:

- If you open a new CommBank account from 3 June 2023, cheque access to that new account won't be available. Some exceptions apply<sup>2</sup>.
- If a cheque book was not issued for your account<sup>2</sup> before 3 June 2023, cheque access to that account won't be available from 3 June 2023.
- From 3 June 2023 replacement cheque books will no longer be issued automatically. To obtain a replacement cheque book, please contact us or visit your nearest branch.
- If you have a joint account listed below<sup>3</sup>, you will no longer be able to order a replacement cheque book. You can continue to have cheque access to your joint account until all of the cheques in your cheque book are used. Once you've used all the cheques in that cheque book, cheque access will no longer be available for that account from 3 June 2023.
- If you switch from a CommBank account where a cheque book was previously issued, to a new CommBank account, and your cheque book is linked to your new account, you can continue to have cheque access to your new account until all of the cheques in your cheque book are used. Once you've used all the cheques in that cheque book, cheque access will no longer be available from 3 June 2023.
- All account Terms and Conditions will be updated to reflect these changes on 3 June 2023 on [commbank.com.au](https://www.commbank.com.au)

Using NetBank, the CommBank app or CommBiz (for business and institutional customers), you can manage your money securely online anywhere, anytime and you can access a range of handy features, including:

- Transferring money between your accounts in real-time
- Transferring money to a BSB and Account Number or paying money to someone using PayID
- Setting up a recurring transfer or scheduling a transfer for later
- Paying your bills using PayTo, BPAY<sup>®</sup> or direct debit



For your personal accounts you can also use phone banking to transfer money between your accounts by calling us at 13 2221. For your business accounts you can manage your money securely online anywhere, anytime using NetBank, the CommBank app or CommBiz. For more information visit [commbank.com.au/changes-to-cheques](https://commbank.com.au/changes-to-cheques)

<sup>1</sup> Cheque access means being able to take money out of your account using a cheque from a cheque book issued to you on request and linked to your account, or a cheque obtained by you on request, over the counter in branch.

<sup>2</sup> Selected business and institutional banking accounts are excluded. Speak with your Relationship Manager, or visit [commbank.com.au/changes-to-cheques](https://commbank.com.au/changes-to-cheques)

<sup>3</sup> From 3 June 2023, you will no longer be able to order a replacement cheque book if you have a joint account listed here: Accelerator Cash Account, AwardSaver Account, Cash Investment Account, Cash Management Call Account, Commonwealth Direct Investment Account, Complete Access, Everyday Offset, GoalSaver, NetBank Saver, Pensioner Security Account, Private Bank Account, Smart Access, Streamline Basic, and Youthsaver Account. If you have any other joint account, you can order a replacement cheque book if you contact us or visit your nearest branch.

® Registered to BPAY Pty Ltd ABN 69 079 137 518



# Your Statement

Statement 15 (Page 1 of 2)

Account Number 06 2212 10696762

Statement Period 23 May 2023 - 22 Aug 2023

Closing Balance \$22,431.52 CR

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



011

THE DIRECTOR  
 UNIT 30 37 IREDALE ST  
 NEWTOWN NSW 2042

## 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: OUZAS ECO DEVELOPMENTS PTY LTD AS TRUSTEES FOR OUZAS ECO DEVELOPMENTS SUPER FUND

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).

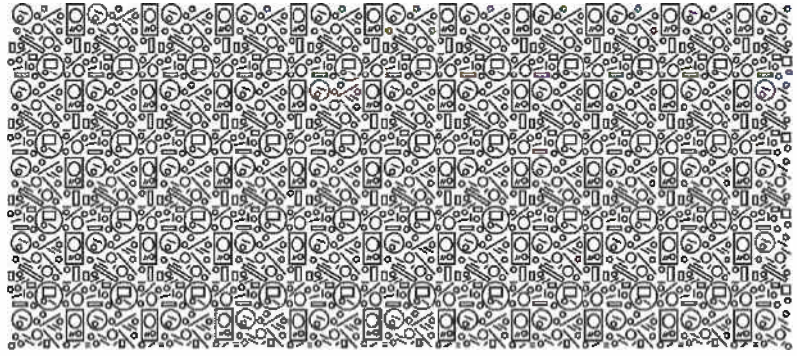
Date	Transaction	Debit	Credit	Balance
23 May 2023	OPENING BALANCE			\$23,820.95 CR
01 Jun	Credit Interest		52.18	\$23,873.13 CR
30 Jun	PENRITH CITY COUNCIL NetBank BPAY 10090 87585340 account 303969	430.30		\$23,442.83 CR
30 Jun	SYDNEY WATER NetBank BPAY 45435 46069520008	567.00		\$22,875.83 CR
01 Jul	CREDIT INTEREST EARNED on this account to June 30, 2023 is \$102.85			
01 Jul	Credit Interest		55.35	\$22,931.18 CR
30 Jul	TAX OFFICE PAYMENTS NetBank BPAY 75556 4368435053244660 Ouzas eco dev pl	558.00		\$22,373.18 CR
01 Aug	Credit Interest		58.34	\$22,431.52 CR
22 Aug 2023	CLOSING BALANCE			\$22,431.52 CR

<b>Opening balance</b>	-	<b>Total debits</b>	+	<b>Total credits</b>	=	<b>Closing balance</b>
\$23,820.95 CR		\$1,555.30		\$165.87		\$22,431.52 CR



\*# 2545.11252.1.1 ZZ258R3 0303SL\_R3 S141.D234.O.V06.00.36





### Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
22 Aug	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

**SETTLEMENT STATEMENT**

**Ouzas Eco Developments Pty Limited as Trustee for Ouzas Eco Developments Super Fund  
from Nicholas Gustav Reimer**

**Property: 39 Great Western Highway Emu Plains NSW 2750**

**Completion date:13/01/2020**

	Payable by vendor \$	Payable by purchaser \$
Purchase price		470,000.00
Less deposit		47,000.00
Balance of purchase money		423,000.00
<b>Current council rates</b>		
\$1,613.64 unpaid adjust as paid purchaser allows 169/366 days		745.10
<b>Current water rates</b>		
\$177.12 unpaid adjusted as paid purchaser allows 78/91 days		151.82
<b>Water usage</b>		
estimated from 25.11.19 to 13.1.2020 49 days at \$0.168 per day 0.075 kilolitres per day at \$2.24 cents per kilolitre vendor allows	8.23	
<b>Current land tax</b>		
nil payable		
<b>GST</b>		
nil payable		
<b>Registration fees</b> on withdrawal of Caveat vendor allows	143.50	
<b>TOTAL</b>		423,896.92
LESS amount payable by vendor		151.73
<b>BALANCE DUE ON SETTLEMENT</b>		<b>423,745.19</b>
<b>Cheques:</b>		
Penrith City Council		1,181.66
Sydney Water		223.49

4. D  
reg. Fee trunc  
PEXA fee  
+ 423,745.19

→ 440,893.24

# 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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You are free to copy, adapt, modify, transmit and distribute this material as you wish (but not in any way that suggests the ATO or the Commonwealth endorses you or any of your services or products).

Published by

Australian Taxation Office  
Canberra  
April 2019

DE-3355



# Self-managed super fund trustee declaration

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

Fund name

OUZAS ECO DEVELOPMENTS SUPER FUND

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 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.

Trustee's or director's name

STANLEY OUZAS

Trustee's or director's signature



Date

Day: 13 / Month: 11 / Year: 2019

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

Mtarios Succa

Witness' signature



Date

Day: 13 / Month: 11 / Year: 2019

# Certificate of Registration of a Company

This is to certify that

**OUZAS ECO DEVELOPMENTS PTY LTD**

**Australian Company Number 637 356 293**

is a registered company under the Corporations Act 2001 and  
is taken to be registered in New South Wales.

The company **is limited by shares.**

The company is a **proprietary** company.

The day of commencement of registration is  
**the tenth day of November 2019.**



**ASIC**

Australian Securities & Investments Commission

Issued by the  
Australian Securities and Investments Commission  
on this tenth day of November, 2019.

A handwritten signature in cursive script that reads "James Shipton".

James Shipton  
Chair

## Australia Business Register

13 November 2019

Australian business number (ABN)	36 843 505 324
Entity name	The Trustee for Ouzas Eco Developments Super Fund
ABN status	Active
ABN registration date	13 November 2019
Postal address	Unit 30 37 IREDALE ST NEWTOWN NSW 2042
Business address	Unit 30 37 IREDALE ST NEWTOWN NSW 2042
Email address	stanley.ouzas@gmail.com
Type of entity	ATO Regulated Self-Managed Superannuation Fund
ANZSIC code	6330 - Superannuation Funds
Associate name	Position held
MR STANLEY OUZAS	Director Of A Corporate Trustee Member Of A Self Managed Superannuation Fund
OUZAS ECO DEVELOPMENTS PTY LTD	Trustee



**OUZAS ECO DEVELOPMENTS SUPER FUND****REGISTER OF MEMBERS**

Date Admitted	Member Name	Member Address	Date Ceased
<b>13 November 2019</b>	<b>Stanley Ouzas</b>	<b>Unit 30, 37 Iredale Street NEWTOWN NSW 2042</b>	

**OUZAS ECO DEVELOPMENTS SUPER FUND****REGISTER OF TRUSTEES**

Date Appointed	Trustee Name	Trustee Address	Date Ceased
<b>13 November 2019</b>	<b>Ouzas Eco Developments Pty Ltd (ACN 637 356 293)</b>	<b>Unit 30, 37 Iredale Street NEWTOWN NSW 2042</b>	

**OUZAS ECO DEVELOPMENTS SUPER FUND  
(Fund)**

**OUZAS ECO DEVELOPMENTS PTY LTD  
ACN 637 356 293  
(Company)**

**RESOLUTION OF THE SOLE DIRECTOR  
MADE UNDER THE CONSTITUTION OF THE COMPANY**

I, the undersigned:

Stanley Ouzas

being the sole director of the Company, do hereby resolve as follows:

- |  |   |
|--|---|
| <b>SUPERANNUATION<br/>FUND TRUSTEE:</b>                                  | That the Company accept the position as trustee for the Fund and administer the Fund in accordance with the terms and conditions set out in the governing rules for the Fund. It was noted that the sole director has consented to holding their appointment as the sole director of the Company in its capacity as trustee for the Fund.                     |
| <b>EXECUTION OF DEED<br/>OF ESTABLISHMENT &amp;<br/>GOVERNING RULES:</b> | That the Company execute the deed of establishment in accordance with its constitution and arrange for the stamping of the deed of establishment and governing rules for the Fund (if applicable).  |
| <b>INVESTMENT<br/>STRATEGY:</b>  | That the Company formulate and implement an investment strategy for the Fund in accordance with the requirements of the Superannuation Industry (Supervision) Act 1993 and Superannuation Industry (Supervision) Regulations 1994, it being noted that the Company may offer members a choice of investment strategies under rule 4.5 of the governing rules. |
| <b>BANK ACCOUNT:</b>   | That a bank account be opened in the name of the Fund to facilitate the operations of the Fund.   |
| <b>TAX FILE NUMBER:</b>  | That an application for a Tax File Number and Australian Business Number for the Fund be made.  |

**DATED** 13 November 2019

  
\_\_\_\_\_  
**STANLEY OUZAS**

**OUZAS ECO DEVELOPMENTS SUPER FUND  
(Fund)**

**OUZAS ECO DEVELOPMENTS PTY LTD  
ACN 637 356 293  
(Company)**

**RESOLUTION OF THE SOLE DIRECTOR  
MADE UNDER THE CONSTITUTION OF THE COMPANY**

I, the undersigned:

Stanley Ouzas

being the sole director of the Company, do hereby resolve as follows:

**ELECTION TO BE A  
REGULATED  
SUPERANNUATION  
FUND:**

That upon the Company being satisfied that the governing rules for the Fund enable the trustee for the Fund to be a constitutional corporation and contain all necessary requirements to facilitate the operation of the Fund by the Company as a regulated superannuation fund, the Company make an irrevocable election in the approved form that the Fund is to be a regulated superannuation fund under the Superannuation Industry (Supervision) Act 1993 and also provide the Australian Taxation Office (**ATO**) with the information prescribed under regulation 11.04 of the Superannuation Industry (Supervision) Regulations 1994 in order to ensure that the Fund becomes entitled to concessional taxation treatment in accordance with the provisions of the Income Tax Assessment Act 1936.

**EXECUTION OF  
APPROVED FORM:**

That the Company execute the approved form tabled with this resolution and lodge it with the ATO within seven days of establishment of the Fund.

**DATED** 13 November 2019

  
\_\_\_\_\_  
**STANLEY OUZAS**

**OUZAS ECO DEVELOPMENTS SUPER FUND  
(Fund)**

**OUZAS ECO DEVELOPMENTS PTY LTD  
ACN 637 356 293  
(Company)**

**RESOLUTION OF THE SOLE DIRECTOR  
MADE UNDER THE CONSTITUTION OF THE COMPANY**

I, the undersigned:

Stanley Ouzas

being the sole director of the Company, do hereby resolve as follows:

**SUPERANNUATION  
FUND MEMBERSHIP:** That the Company note that each of the undermentioned has completed and lodged with the Company an Application for Membership Form

**MEMBER NAME**


Stanley Ouzas

and each such person is admitted to Membership of the Fund with effect from the date of this Resolution.

**NOTICE TO MEMBERS:** That each such member of the Fund be given a written statement in accordance with the requirements for product disclosure statements for complying superannuation funds.

It was further resolved that such written statement set out the details of the benefits and conditions relating to the Fund and the method of determination of member entitlements as set out in the governing rules for the Fund as well as all other information concerning the Fund which the Company may consider relevant or which the member may reasonably require.

**DATED** 13 November 2019

  
\_\_\_\_\_  
**STANLEY OUZAS**

**OUZAS ECO DEVELOPMENTS SUPER FUND  
(FUND)**

**CONSENT TO ACT AS DIRECTOR OF A CORPORATE TRUSTEE OF  
A SUPERANNUATION FUND**

**under section 118 of the Superannuation Industry (Supervision) Act 1993**

I, the undersigned

**Stanley Ouzas**

of Unit 30, 37 Iredale Street NEWTOWN NSW 2042

being a director of Ouzas Eco Developments Pty Ltd (ACN 637 356 293), in its capacity as trustee for the Fund (**Corporate Trustee**), do hereby consent to act as a director of a corporate trustee of a superannuation fund and declare that:

- 1 I am not \*disqualified from acting as a director of the Corporate Trustee under the *Superannuation Industry (Supervision) Act 1993*;
- 2 I will notify the Corporate Trustee and the Australian Taxation Office immediately if I am for any reason disqualified from continuing to act as a director of the Corporate Trustee; and
- 3 I understand my obligations and responsibilities as a director of the Corporate Trustee of the Fund.

**DATED** 13 November 2019

  
\_\_\_\_\_  
**STANLEY OUZAS**

\* Note re: disqualification

The Superannuation Industry (Supervision) Act 1993 provides that the following persons are disqualified from acting as a director of a Corporate Trustee:

1. Persons who have prior convictions involving dishonest conduct, wherever or whenever such conviction may have occurred.
2. Persons who are insolvent, bankrupt, or have entered into arrangements, assignments or compositions with creditors under Part X of the *Bankruptcy Act 1966* (Cth) or a similar foreign law.
3. Persons in relation to whom a civil penalty order has been made under the Superannuation Industry (Supervision) Act 1993.
4. Persons expressly declared not to be "fit and proper" persons under sections 126A(3) or 126H(5) of the Superannuation Industry (Supervision) Act 1993.

## OUZAS ECO DEVELOPMENTS SUPER FUND (FUND)

### APPLICATION FOR MEMBERSHIP

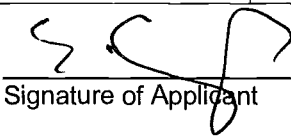
TO: THE TRUSTEE OF THE FUND

### AGREEMENT AND UNDERTAKING

I, the undersigned person, being eligible for Membership, hereby apply for admission to Membership of the Fund. I agree and undertake that:

- (a) If I am an Employee of any other Member, I am also a Relative of the other Member(s);
- (b) I am not disqualified under the Relevant Law from holding the office of a Trustee or as a Director of the Trustee;
- (c) I will be bound by the governing rules for the Fund as they are or may be varied from time to time;
- (d) I will, on request, make full disclosure in writing of any information required by the Trustee in respect of my medical condition or my Membership of the Fund including any circumstance which may have the effect that:
  - (i) I may become an Employee of any other Member or Members where I will not also be a Relative of the other Member(s); or
  - (ii) I may become Disqualified under the Relevant Law from holding the office of a Trustee or as a Director of the Trustee;
- (e) I understand the terms and conditions of the governing rules including my obligations as a Trustee and I agree to sign and deliver to the Australian Taxation Office such form or declaration in connection with my accepting the office of a Trustee or as a Director of the Trustee as may be required under the Relevant Law within such period as the Relevant Law requires;
- (f) I understand the terms and conditions of the governing rules concerning Benefits payable;
- (g) I understand that I am not legally obliged to provide my Tax File Number (TFN) to the Trustee but if I do not provide my TFN, concessional contributions will be taxed at the highest marginal tax rate plus the Medicare levy and the Fund will not be able to accept non-concessional contributions;
- (h) My TFN is 120 809 624;
- (i) I agree to act as a Trustee for the Fund or to act as a Director of the Trustee.

<b>Name:</b>	Stanley Ouzas
<b>Address:</b>	Unit 30, 37 Iredale Street NEWTOWN NSW 2042
<b>Date of Birth:</b>	26 May 1958

  
Signature of Applicant

13 / 11 / 19  
Date (Please ensure that you date this part of the form)

## **OUZAS ECO DEVELOPMENTS SUPER FUND (FUND)**

### **NOTICE OF COMPLIANCE – EMPLOYER CONTRIBUTIONS**

This statement is to confirm that for the year of income of the Fund to date:

1. the Fund has been conducted as a complying self managed superannuation fund within the meaning of sections 17A and 42A of the *Superannuation Industry (Supervision) Act 1993* and *Superannuation Industry (Supervision) Regulations 1994* and that the trustee intends that the Fund continue to be maintained as a complying superannuation fund;
2. the Fund is not subject to a direction under section 63 of the *Superannuation Industry (Supervision) Act 1993*;
3. the Fund will accept rollovers and contributions and is empowered by the Fund's governing rules to do so; and
4. the Fund has received a request and consents to accepting contributions relating to the following member as set out below, in accordance with regulation 6.28(1)(b) of the *Superannuation Industry (Supervision) Regulations 1994*.

**Signed for and on behalf of the trustee of the Fund:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

#### **Member's Request re Contributions**

I, Stanley Ouzas, by signing this form, consent and request that my superannuation contributions from my employment at \_\_\_\_\_ (employer name), be paid into the Ouzas Eco Developments Super Fund.

**Signature of Member:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_



**OUZAS ECO DEVELOPMENTS SUPER FUND  
(FUND)**

**NOTICE OF COMPLIANCE – ROLLOVER REQUEST**

This statement is to confirm that for the year of income of the Fund to date:

1. the Fund has been conducted as a complying self managed superannuation fund within the meaning of sections 17A and 42A of the *Superannuation Industry (Supervision) Act 1993* and *Superannuation Industry (Supervision) Regulations 1994* and that the trustee intends that the Fund continue to be maintained as a complying superannuation fund;
2. the Fund is not subject to a direction under section 63 of the *Superannuation Industry (Supervision) Act 1993*;
3. the Fund will accept rollovers and contributions and is empowered by the Fund's governing rules to do so; and
4. the Fund has received a request and consents to accept the rollover relating to the following member as set out below, in accordance with regulation 6.28(1)(b) of the *Superannuation Industry (Supervision) Regulations 1994*.

**Signed for and on behalf of the trustee of the Fund:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Member's Consent to the rollover**

I, Stanley Ouzas, by signing this form, consent to the rollover of my benefits into the Ouzas Eco Developments Super Fund.

**Signature of Member:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

<b>NON-BINDING DEATH BENEFIT NOMINATION</b>
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Complete this form if you wish to nominate who should receive your superannuation benefits on your death, but you do not want that nomination to be binding on the trustee.

**Details of the Fund and Member**

Fund Name: \_\_\_\_\_

Member Name: \_\_\_\_\_

Member Address: \_\_\_\_\_

**Beneficiaries**

The person or persons nominated must be either a Dependant or Dependents (as defined under the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation Industry (Supervision) Regulations 1994* (Cth)) or your legal personal representative (**LPR**). If you wish to nominate your LPR, please write "LPR" in the first column, below.

**To the Trustee of the Fund:**

I request the trustee to pay, upon my death, benefits to the person or persons, and in the proportions, nominated below:

Full Name of Beneficiary	Full Address of Beneficiary (write LPR if the Beneficiary is your LPR)	Beneficiary's Relationship to the Member	% of Total Benefit
<b>Total must equal 100%</b>			<b>100%</b>

## Alternate Beneficiaries

If any of the Beneficiaries nominated above predecease me, I request the trustee to pay, upon my death, the part of my death benefit that would otherwise have been payable to the deceased Beneficiary noted above, to the person or persons nominated below:

Name of the initial Beneficiary nominated	Name of the Alternate Beneficiary taking the place of the deceased Beneficiary	Alternate Beneficiary's Relationship to the Member	Proportion of the initial Beneficiary's Benefit to be payable to the Alternate Beneficiary

## Member to Sign Non-Binding Death Benefit Notice

*You must sign this form below.*

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (Please ensure that you date this part of the form)

# Australian Tax Office Publications

## Application for ABN Registration for Superannuation Entities

If you have not requested us to register the Fund for an Australian Business Number and Tax File Number, the Trustee/s of the Fund will need to organise this registration. The Trustee/s can register the Fund for an ABN and TFN via the Australian Taxation Office's website, at the following link:

<https://abr.gov.au/For-Business,-Super-funds---Charities/Applying-for-an-ABN/>

## Running a self-managed super fund

The Trustee/s of the Fund should be provided with a copy of the Australian Taxation Office's booklet 'Running a self-managed super fund' which outlines the Trustee/s roles and responsibilities in relation to the Fund. To download this booklet, please click on the link below

<https://www.ato.gov.au/uploadedFiles/Content/SPR/downloads/spr46427n11032.pdf>

## Trustee Declaration Form

Each Trustee / Director of the Corporate Trustee must sign an Australian Taxation Office 'Trustee Declaration' form within 21 days of the Fund being established. To download this form, please click on the link below

[https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration\\_SPR\\_n71089\\_19272.pdf](https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration_SPR_n71089_19272.pdf)

## Self-managed super funds – key messages for trustees

Each Trustee / Director of the Corporate Trustee should be provided with a copy of the Australian Taxation Office's 'Self-managed super funds – key messages for trustees' form. To download this form, please click on the link below

<https://www.ato.gov.au/uploadedFiles/Content/SPR/downloads/NAT71128-12%20QC%2019273.pdf>

## Choice of Superannuation Fund

To obtain a Choice of superannuation – Standard choice form from the ATO, please go to the link below:

[https://www.ato.gov.au/Forms/Superannuation-\(super\)-standard-choice-form/](https://www.ato.gov.au/Forms/Superannuation-(super)-standard-choice-form/)

## Stamping your Documents

The following information should be used as a guide only. As stamp duty requirements change over time, you should contact your local revenue office at the time of the establishment of your Trust to confirm your stamp duty obligations and the required documentation to be lodged, or seek advice from an appropriately qualified person in this area of law.

### **Australian Capital Territory, New South Wales, Queensland, Tasmania, Victoria and Western Australia Residents**

You are not required to stamp your Trust Deed.

### **Northern Territory Residents**

You are required to have your Trust Deed stamped. Please see instructions below on how to lodge your Trust Deed directly with the relevant state revenue office for stamping.

### **South Australia Residents**

Revenue SA states that there is no requirement for your Trust Deed to be stamped, but should you wish to stamp your Trust Deed, you may, and you will not be charged duty to do so. Information on how lodge your Trust Deed is outlined below.

### **Procedure to Stamp your Deed (NT and SA only)**

You can organise the stamping of your Trust Deed in two ways. If you would like to have the Trust Deed stamped in person, take an executed and dated original copy of the Trust Deed to your local state revenue office as listed below.

Alternatively you may wish to post an executed and dated original copy of the Trust Deed to your local state revenue office. If this is your preferred option, please attach the covering letter supplied in your Trust package, and a cheque for the amount of duty payable, to your executed and dated Trust Deed and post them to the address noted on the covering letter included in your Trust package.

Please note, in addition to the above, the Northern Territory and South Australia revenue offices require you to complete a stamp duty lodgment form. These forms are available for download at the following addresses:

#### **Northern Territory Stamp Duty lodgment form:**

<http://www.nt.gov.au/nt/revenue/pdf/F-SD-001.pdf>

#### **South Australia stamp duty lodgment form:**

[https://www.revenuesa.sa.gov.au/data/assets/file/0004/6790/SD\\_Opin\\_1014.pdf](https://www.revenuesa.sa.gov.au/data/assets/file/0004/6790/SD_Opin_1014.pdf)

Details of the Northern Territory and South Australia State Revenue Offices, as well as the applicable duty payable for the stamping of your Trust Deed, are as follows:

#### **Northern Territory:**

Territory Revenue Office  
Level 4, Cavenagh House  
38 Cavenagh Street  
Darwin Northern Territory  
**Duty Payable - \$20.00**

#### **South Australia:**

Revenue SA  
G Floor State Administration Centre  
200 Victoria Square  
Adelaide, South Australia  
**Duty Payable \$0.00**

# **DOCUMENTATION SUMMARY AND PROCEDURE INFORMATION FOR THE OUZAS ECO DEVELOPMENTS SUPER FUND (FUND)**

## **1. ESTABLISHMENT OF FUND**

In order to establish the Fund, we enclose the following documents:

### **1.1 (a) Application/s for Membership**

Each initial member must sign and date their Application for Membership form.

Trustees of superannuation funds are required to request a member, on joining the Fund, to provide details of his or her tax file number (**TFN**) within 30 days of the admission of the member.

Provision of the TFN is not mandatory; however, failure to provide the TFN could result in the member's benefit being taxed at the top marginal rate (currently 45%) plus the Medicare levy.

Further, trustees cannot accept personal contributions (from after-tax income) from members who have not provided their TFN.

In order to benefit from the concessional tax rates available to members of the Fund, each initial member should provide their TFN in the space provided in their Application for Membership.

### **(b) Notice of Compliance – Employer Contributions**

Each initial member has a Notice of Compliance – Employer Contributions form. This form should be signed and dated by the trustee and the member and forwarded by the member to their employer (if they wish for their employer to make superannuation contributions on their behalf to the Fund).

### **(c) Notice of Compliance – Rollover Request**

Each initial member has a Notice of Compliance – Rollover Request form. This form should be signed and dated by the trustee and the member and forwarded by the member to their existing Superannuation Fund(s) (if they wish for their existing Superannuation Fund to roll over their superannuation benefits to the Fund).

### **(d) Non-Binding Death Benefit Nomination Form**

Each initial member has a Non-Binding Death Benefit Nomination form that enables the member to declare his or her preference as to how their death benefits will be paid. Where a Non-Binding Death Benefit Nomination is given to the trustee, the trustee still retains an ultimate discretion as to how the death benefits of the member will be paid. However, the trustee will make its decision in the light of the express wishes of the member. This non-binding nomination allows the member to declare his or her preference.

### **1.2 Consent of Trustees to Act/Consent of Directors of Trustee Company**

Each trustee or director of a corporate trustee must consent in writing to their appointment. The consent includes a declaration that the trustee/director is not disqualified from so acting and also that they understand their obligations and responsibilities as a trustee/director of the trustee company. Each initial member must consent at the time of the execution of the original and duplicate trust deed and each later joining member must consent when making an application for membership.

The consent must be retained in the records of the Fund for a minimum period of 10 years.

**1.3 (a) Resolution of Trustee(s) in relation to Acceptance of Trusteeship and Other Procedural Matters**

This resolution records a number of procedural matters relating to the application for a Tax File Number and Australian Business Number (see section 1.4), establishment of a bank account in the name of the Fund, establishment of an investment strategy and (where the trustee is a company) records the trustee's acceptance of its position as trustee.

The resolution should be completed and executed by the relevant persons and held on the records of the Fund.

**(b) Resolution of Trustee(s) in relation to an Election to Become a Regulated Superannuation Fund**

The enclosed draft resolution should be executed to record the decision of the trustee to complete and lodge the notice of election form (see section 1.4) in order for the Fund to become a regulated superannuation fund. The Fund is established as a self managed superannuation fund supervised by the Australian Taxation Office (**ATO**).

**(c) Resolution of Trustee(s) - Notice to Members**

This resolution deals with the admission of the initial members of the Fund and the requirement to give the members the notices required under the SIS regulations (see section 1.6). The resolution should be completed by the relevant persons and held on the records of the Fund.

**1.4 Australian Tax Office Publications**

**Application for ABN Registration for Superannuation Entities**

The ATO has issued a combined form which is to be used to register the Fund for an ABN, GST and a tax file number and to elect under the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* for the Fund to be regulated.

**Timing Issues**

Under the SIS Act, the election must be made within 60 days of the establishment of the Fund. The Fund will generally be taken to have been established on the date the Deed of Establishment for the Fund was executed or on the date the money or another asset is first put into the fund if this is later.

Under the SIS Act, a fund cannot generally receive tax concessions for a year of income unless it becomes a regulated superannuation fund within 60 days of establishment. This means that the election to become a regulated superannuation fund must generally be made at the time of establishment i.e. it must be executed and lodged within 60 days of the execution of the trust deed for the Fund. If this is not done, then the Fund will not be eligible to receive taxation concessions in its first year of income.

There is another requirement under regulations 11.03 and 11.04 of the Superannuation Industry (Supervision) Regulations 1994 (**SIS regulations**) that the trustee of a superannuation fund must, within seven days after the establishment of the Fund, provide the ATO with the contact details and other basic information in relation to the Fund and the trustee.

The Application for ABN Registration for Superannuation Entities form (**ABN Application Form**) enables the trustee to provide the information required by the SIS regulations. In order to minimise the administrative tasks in relation to the establishment of the Fund and to ensure that both sets of requirements are met, the trustee should complete the ABN Application Form within seven days of the establishment of the Fund.

The resolutions have been prepared on the basis that this will occur.

Further instructions regarding the completion and lodgement of this form are included in its accompanying notes and instructions.

A copy of the completed form should be retained on the Fund records.

### **Trustee Declaration and Key Messages for Trustees**

The ATO has issued a standard declaration which all new trustees (and directors of corporate trustees) of a self managed superannuation fund must sign within 21 days of when the trust deed is executed. By signing the declaration, a new trustee (or director of a corporate trustee) states that they understand their duties as a trustee (or director of a corporate trustee). The ATO advises that its fact sheet, "Self managed super fund – Key messages for trustees (NAT 71128)" (**Fact Sheet**) should be read together with the declaration.

The declaration must be witnessed by a person over 18 years of age.

The declaration and Fact Sheet should not be sent to the ATO, but retained by the trustee for its records.

### **Choice of Fund**

Choice of Fund allows employees to choose the superannuation fund or retirement savings account to which their employer will make future superannuation guarantee contributions. If a member elects to have their superannuation contributions paid into the Fund, they must provide the following documents to their employer:

- (i) The ATO "Choice of superannuation fund - Standard choice form".
- (ii) A Notice of Compliance – Employer Contributions form from the trustee
- (iii) A Statement from the Australian Taxation Office that the fund is a regulated superannuation fund. The trustee will automatically receive this notice from the Australian Taxation Office after lodgement of the Fund's first income tax return.

Should the trustee require a copy of the notice to enable the employee to choose the Fund before the income tax return is lodged, the notice can be obtained earlier by making a written request to the Australian Taxation Office at PO Box 277, World Trade Centre Vic 8005, or by faxing the "Australian Taxation Office Superannuation Business Line" on (02) 6058 7104. Lost or misplaced copies can be obtained in the same way.

## **1.5 Member and Trustee Register**

We have included a register of members and a register of trustees listing the initial members and trustees of the Fund. You will need to complete the details of the date members and trustees join the Fund, and the date they cease to be a member / trustee.

## **1.6 Product Disclosure Statement**

Part 7.9 of the Corporations Act 2001 (**Corporations Act**) requires certain information to be given to new members of regulated superannuation funds as a product disclosure statement. However, different requirements apply depending on whether the fund in question is a self managed superannuation fund and the types of members of the fund.

The Fund established upon execution of the Deed of Establishment has been structured to be a self managed superannuation fund.

Trustees of such funds are required to comply with a general requirement only in relation to a product disclosure statement i.e. **all information** that the trustee believes a member would reasonably need as a retail client in considering whether to become a member. The extent of the information to be given to new members of a self



managed superannuation fund is therefore a matter for the trustee for the Fund to determine.

However, while there will generally be no need to provide the product disclosure statement to members who are also trustees or directors of the trustee company, it may be necessary for a product disclosure statement to be given in relation to members who may not also be trustees or directors, i.e. child members or those members whose legal personal representative takes their place as a trustee or director.

The enclosed product disclosure statement, in our view, satisfies the requirements of Part 7.9 of the Corporations Act as they may apply to any of the potential types of member in a self managed superannuation fund. The statement should be completed and given to each initial member and any later joining member and copies should be kept with the records of the Fund.

### **Timing**

Product disclosure statements are required to be given before or, where Part 7.9 of the Corporations Act permits, as soon as practicable and no later than three months after a person becomes a member of the Fund.

## **2 DEED OF ESTABLISHMENT**

### **(a) Execution**

The Deed of Establishment must be executed by the trustee/s where indicated and attached to a copy of the *SMSF Governing Rules Version 18.01*.

Schedule A of the Deed of Establishment must also be completed at the time of its execution.

Schedule B of the *SMSF Governing Rules Version 18.01* should not be completed, as this provides an indicative form of application for membership to be used for persons seeking to become members of the Fund, and Applications for Membership in respect of the initial members are provided for at Document 1.1(a).

### **(b) Duty**

Following the execution of the Deed of Establishment, it may be necessary to arrange for payment of stamp duty or for the Deed of Establishment and the *SMSF Governing Rules Version 18.01* to be denoted as not being dutiable.

The Deed of Establishment and Governing Rules may be required to be stamped in two or more States, depending on a number of factors such as the place of execution of the Deed of Establishment and the location of the place of administration and the assets of the Fund. You should confirm with each relevant State Revenue Office whether or not the Deed of Establishment and Governing Rules are dutiable, and whether or not it should be submitted so as to be denoted as not being dutiable, as the requirements of the Offices vary.

Once executed, Deed of Establishment and Governing Rules must be retained in a safe place.

## **3. BINDING AND NON BINDING DEATH BENEFIT NOMINATION**

The governing rules for the Fund permit the members of the Fund to complete a Reversionary Pension Nomination (**RPN**), a Binding Death Benefit Nomination (**BDBN**), a Death Benefit Rule (**DBR**), a Non-Binding Death Benefit Nomination (**NBDBN**) and / or to appoint a Member Benefit Guardian (**MBG**) in relation to the distribution of their death benefits from the Fund.

We recommend that you speak to a suitably qualified legal practitioner in regards to completing a BDBN or DBR or to appoint a MBG.

Set out below is a summary of the operation of the governing rules with respect to the ability of a member to nominate the recipients of a death benefit.

### **Operation of the Governing Rules**

Rule 34 of the governing rules deals generally with the payment of benefits on the death of a member.

Rule 34 provides that a member or beneficiary may give the trustee a BDBN (rule 34.1), DBR (rule 34.3) or a NBDBN (rule 34.5). In addition, rule 37 provides that a member may nominate a MBG in relation to the distribution of their death benefits from the Fund and rule 38.3 provides for RPNs.

### **Reversionary Pension Nomination**

Where a RPN is given to the trustee, the trustee is bound to give effect to the RPN and continue to pay the pension or pensions to the nominated recipient or recipients (unless this cannot be done under the Relevant Law).

### **Binding Death Benefit Nominations**

Where a BDBN is given to the trustee, the trustee is bound to give effect to the BDBN (unless this cannot be done under the Relevant Law). A RPN will take priority over a BDBN in the instance of conflicting directions provided in the respective nominations.

Members should note that neither a RPN nor a BDBN permits them to require the trustee to pay any part of their death benefit payment to a person who is not their dependant or (BDBN only) their legal personal representative. Additional limitations apply to dependants who are able to receive a death benefit in the form of a pension. Members should consult the trustee for further details with respect to taking up the option of a RPN or a BDBN.

RPNs and BDBNs do not need to be updated at any particular interval in order to remain binding on the trustee. Rule 34.6 makes it clear that a BDBN will not lapse by reason only of the passage of time. However, because members' circumstances change, we suggest that each Fund member be provided with an opportunity at least annually to confirm, revoke or amend the BDBN.

### **Member Benefit Guardian**

Members have the option to appoint a Guardian, including a MBG, that prevents the trustee from exercising certain powers, rights, decisions, discretions, appointments and other authorisations without the prior consent in writing of the Guardian.

If appointed, a MBG's consent would be required by the trustee prior to making death benefit payments where a reversionary pension, valid BDBN or DBR are not in place. This can protect the deceased member's benefits.

In addition, the MBG's consent would be required by the trustee prior to the payment of any member benefits during a time where the Member is incapacitated.

### **Non-Binding Death Benefit Nominations**

Where a NBDBN is given to the trustee, the trustee still retains an ultimate discretion as to how the death benefits of the member are to be paid. However, the trustee should make its decision in the light of the express wishes of the member. This non-binding nomination allows the member to declare his or her preference. If this form of nomination was desired, a member would complete a notice in the form of Schedule B of the governing rules for the Fund.

### **Timing Issues**

A nomination in either a binding or non-binding form need not be completed immediately or at all. It may be given by a member at any time, and either nomination can be changed at any time if circumstances change.

If a member dies without giving either nomination, the trustee can use its own discretion to distribute the death benefits between dependants and the legal personal representative.

## **4. OTHER RELEVANT ISSUES**

### **4.1 Preserved Benefits**

The preservation rules determine the age at which benefits may be accessed by a member from the Fund and what type of benefits may be accessed prior to that age.

#### **(a) Preservation Age**

The Government requires preservation of certain benefits until a member retires from the workforce after attaining the preservation age or in such earlier circumstances as are acceptable to the ATO i.e. the total and permanent disablement of the member, terminal illness or other approved early release.

The preservation age for a member of a superannuation fund is between 55 and 60 years, based on the member's date of birth.

For all people born before 1 July 1960, the preservation age is 55 but for someone born after 30 June 1964, the preservation age is age 60.

The phase-in schedule is set out below:

<b>Date of Birth</b>	<b>Preservation Age</b>
After 30/06/64	60
After 30/06/63 and before 01/07/64	59
After 30/06/62 and before 01/07/63	58
After 30/06/61 and before 01/07/62	57
After 30/06/60 and before 01/07/61	56
Before 01/07/60	55

#### **(b) Types of Benefits to be Preserved**

In general, all benefits in a superannuation fund are required to be preserved until the member's preservation age except:

- (i) the amount of the member's benefits in the Fund which were not required to be preserved as at 30 June 1999 (this amount is not subject to indexation); and
- (ii) a member's non-preserved benefits in another fund and which are transferred into the Fund.

The amounts in paragraphs 3.1(b)(i) and (ii) may be accessed by a member upon satisfaction of conditions relevant to those amounts.

(c) **Payment of Preserved Benefits**

The governing rules allows for the payment of preserved amounts in all of the circumstances allowed under the Relevant Law. The governing rules also permit the payment of benefits rendered non-preserved by operation of the Relevant Law to be withdrawn by a member.

**4.2 Trustee Structure**

As noted, the governing rules for the Fund are structured to meet the requirements for a self managed superannuation fund. These include that (subject to some exceptions) each member of the Fund must either be an individual trustee or a director of a company which is the trustee for the Fund.

When signing the application for membership, each member confirms that they consent to acting as a trustee or a director of the trustee.

**4.3 Qualification to Act as Trustee/Director of a Trustee Company**

Once the trustee has made an irrevocable election as described in section 1.4, the Fund becomes a regulated superannuation fund. A consequence of this is that a person may be liable for a penalty of a maximum of two years' imprisonment for acting as a trustee of a regulated superannuation fund while disqualified under the SIS Act. In a self managed superannuation fund, all members must be a trustee or a director of the trustee company. The disqualified person requirements are therefore central to the continuing operation of the Fund as a self managed superannuation fund.

Generally, the SIS Act provides that the following persons are disqualified from acting as a trustee:

- (a) persons who have prior convictions involving dishonest conduct, wherever or whenever such conviction may have occurred;
- (b) persons who are insolvent and who have entered into arrangements with their creditors, or who are bankrupt;
- (c) persons in respect of whom a civil penalty order under the SIS Act has been made;
- (d) persons expressly declared not to be a 'fit and proper' person under section 120A(3) of the SIS Act;
- (e) a company of which a director, secretary or executive officer is disqualified under paragraphs 3.3(a), (b), (c) or (d);
- (f) a company in receivership, official management or liquidation.

**4.4 Income Streams**

Any member of the Fund or beneficiary who is entitled to a lump sum benefit may apply to the trustee to receive the whole or part of their benefit by way of a superannuation income stream.

The superannuation income stream can be provided by payment of an account-based pension or by the trustee's purchase of an annuity outside the fund for the member. Provision is also included for a transition to retirement income stream to be paid, where the member so requests and has reached their preservation age.

The governing rules for the Fund include provisions for other types of pensions to be paid if allowed by the Regulator and by the Relevant Law, to allow flexibility should other pension types become allowed in due course.

Detailed rules apply to the provision of benefits as pensions. Such rules should be discussed with the trustee prior to a member or beneficiary exercising this option.

## Opening a Bank Account

It is the responsibility of the trustee/s of the Superannuation Fund to open a suitable bank account for the Fund, in the name of the trustee/s.

The name of the account should identify the name of the trustee/s, as well as the name of the Superannuation Fund. For example, if the trustee/s established a Superannuation Fund named the 'Smith Family Superannuation Fund' and the trustee company was 'Jim Jones Pty Ltd', the bank account should be in the name of:

JIM JONES PTY LTD AS TRUSTEE FOR THE SMITH FAMILY SUPERANNUATION FUND

All transactions relating to the administration of the Superannuation Fund should be processed from the Superannuation Fund's bank account, including all investments and payments made on behalf of the Fund, and all monies being transferred into the Fund.

As a general rule, the following documentation is required to open a bank account for the Superannuation Fund:

- √ A signed and dated copy of the Deed of Establishment and Governing Rules;
- √ Proof of Identification\* for each Individual trustee that will be a signatory on the account or;
- √ Proof of Identification\* for each director of the corporate trustee that will be a signatory on the account.
- √ Certificate of incorporation of the company (if a corporate trustee).

\*Proof of Identification generally consists of a 100 point Identification Check. To determine the documents required to meet 100 points of Identification, or to see if your chosen Institution requires additional information to open an account, you should contact the Institution you will be opening the account with.

Determining the Institution, and account type, for the Superannuation Fund's bank account is a decision best made in conjunction with your accountant or licensed financial advisor.

**ASIC**

Australian Securities &amp; Investments Commission

**Forms Manager**

Registered Agents

Company: OUZAS ECO DEVELOPMENTS PTY LTD ACN 637 356 293

**Company details**

Date company registered 10-11-2019  
 Company next review date 10-11-2023  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company Yes  
 Non profit company No

**Registered office**

UNIT 30 , 37 IREDALE STREET , NEWTOWN NSW 2042

**Future address**

C/- SMSF AUSTRALIA, UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063 Start date: 16-11-2023

**Principal place of business**

UNIT 30 , 37 IREDALE STREET , NEWTOWN NSW 2042

**Officeholders**

OUZAS, STANLEY

Born 26-05-1958 at SYDNEY NSW

UNIT 30 , 37 IREDALE STREET , NEWTOWN NSW 2042

Office(s) held: Director, appointed 10-11-2019  
Secretary, appointed 10-11-2019**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	1	1.00	0.00

**Members**

OUZAS , STANLEY

UNIT 30 , 37 IREDALE STREET , NEWTOWN NSW 2042

Share class	Total number held	Fully paid	Beneficially held
ORD	1	No	Yes

**Document history**

These are the documents most recently received by ASIC from this organisation.

Received	Number	FormDescription	Status
09-11-2023	7ECL09808 484	CHANGE TO COMPANY DETAILS	Processed - awaiting imaging
10-11-2019	0EXL77137 201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

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*Ouzas Eco Developments Super Fund  
Deed of Establishment*

## DEED OF ESTABLISHMENT

**THIS DEED OF ESTABLISHMENT** is made on the date specified in Appendix A as the Date of Deed.

**BY:**

The person named and described in Appendix A as the Trustee

**RECITALS:**

- A** The Trustee has decided to establish a superannuation fund to be maintained solely for the purpose of providing superannuation benefits for Members in the event of their retirement from Gainful Employment, for the Dependants of Members in the event of the death of a Member and for other purposes permitted under the Relevant Law.
- B** The Trustee has determined to act as Trustee in accordance with the provisions of this Deed.

**IT IS DECLARED:**

**1. ESTABLISHMENT**

The Trustee establishes the Fund which commences on the Date of Deed specified in Appendix A.

**2. RULES**

The Fund shall be maintained, managed and administered pursuant to the rules set out in the attached *SMSF Governing Rules Version 18.01*, which forms part of this Deed.



EXECUTED as a Deed on the date set out in Appendix A.

EXECUTED BY OUZAS ECO )  
DEVELOPMENTS PTY LTD (ACN 637 356 )  
293) as Trustee: )

  
\_\_\_\_\_  
Director Signature

*Stanley Ouzas*  
\_\_\_\_\_  
Director Name

\_\_\_\_\_  
Director / Secretary Signature

\_\_\_\_\_  
Director / Secretary Name

I  
**APPENDIX A**

<b>DATE OF DEED:</b>	13 November 2019
<b>TRUSTEE:</b>	Ouzas Eco Developments Pty Ltd (ACN 637 356 293) Unit 30, 37 Iredale Street NEWTOWN NSW 2042
<b>MEMBERS:</b>	Stanley Ouzas Unit 30, 37 Iredale Street NEWTOWN NSW 2042
<b>NAME OF FUND:</b>	Ouzas Eco Developments Super Fund
<b>PROPER LAW GOVERNING FUND:</b>	New South Wales



# SMSF Governing Rules Version 18.01

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# 1 PURPOSE

## 1.1 Purpose of Fund

The Trustee must maintain the Fund solely for the purpose of providing superannuation benefits for Members in the event of their retirement from employment, for the Dependants of Members in the event of the death of a Member and for other purposes permitted under the Relevant Law, provided that while the Trustee is not a Constitutional Corporation, the sole or primary purpose of the Fund will be the provision of old-age pensions within the meaning of the Relevant Law.

## 1.2 Maintenance of the Fund as a Self Managed Superannuation Fund

The Trustee must manage the Fund and must exercise its powers and discretions so as to ensure that at all times, subject to rule 1.3, the Fund is a Self Managed Superannuation Fund.

## 1.3 Ceasing to be a Self Managed Superannuation Fund

If:

- (a) the Trustee considers that it is not possible or not reasonably practicable for the Fund to continue to be a Self Managed Superannuation Fund; or
- (b) all of the Members so request in writing,

the Trustee and the Members must take all such actions as are required for the Fund to commence to meet the requirements under the Relevant Law to be another type of regulated superannuation fund, including amending these Governing Rules, notifying the Regulator and applying for such approvals as are required in the circumstances under the Relevant Law, and appointing a replacement trustee which meets the requirements under the Relevant Law applicable to the trustee of the relevant type of regulated superannuation fund.

## 1.4 Proper Law

These Governing Rules are governed, must be construed and take effect in accordance with the laws of the State or Territory of the Commonwealth of Australia specified in the Deed. The Trustee, Members and Beneficiaries must accept the jurisdiction of the courts of that State or Territory.

The provisions of section 35B of the Trustee Act 1936 of South Australia do not apply to these Governing Rules.

The provisions of part 2 of the Trusts Act 1973 of Queensland do not apply to these Governing Rules to the extent permitted by the exceptions available, including the full discharge of any Trustee ceasing through retirement or otherwise, when the cessation will result in only a single Trustee remaining.

## 1.5 Fund Subject to Relevant Law

- (a) The provisions in these Governing Rules are to be read subject to the Relevant Law.
- (b) These Governing Rules must be read and construed on the basis that the Relevant Law is deemed to be incorporated into the Governing Rules to the extent that it imposes covenants or obligations on the Trustee in order for the Fund to operate as a Self Managed Superannuation Fund (unless the Trustee and the Members have determined that the Fund should cease to be a Self Managed Superannuation Fund and to commence to be another type of Regulated Superannuation Fund as contemplated by rule 1.3), to qualify for concessional Taxation treatment and to satisfy any other requirements of the

Regulator and these Governing Rules must be further read and construed on the basis that:

- (i) where there is any inconsistency between a provision of these Governing Rules and the Relevant Law, the latter prevails to the extent of the inconsistency; and
  - (ii) in the event of any doubt arising as to the effect of the Relevant Law or if there is an inconsistency between the Relevant Law and a provision of these Governing Rules, the decision of the Trustee is final.
- (c) These Governing Rules must not be read or construed and no such provision of the Relevant Law may be so incorporated if to do so would constitute a breach of the power granted by rule 42 to add to, amend, alter, modify, rescind or vary the provisions of these Governing Rules.

### **1.6 Superannuation Guarantee Legislation**

The Trustee must administer the Fund in order to facilitate the acceptance of Contributions in accordance with the Guarantee Act and must provide all certificates, reports and other information required under the Guarantee Act.

## **2 FUND TRUSTEES**

### **2.1 Nature of Trustee**

The Trustee must at all times be a person, persons or body which is or are eligible to be the Trustee under rule 2.2.

### **2.2 Eligibility for Appointment as Trustee**

The following persons or bodies are eligible to be the Trustee:

- (a) Individual Trustees who are not Disqualified from holding office as Trustees;
- (b) a Constitutional Corporation:
  - (i) which is not Disqualified from holding office as Trustee; and
  - (ii) no Director of which is Disqualified from holding office as a Trustee; and
- (c) such other persons or bodies as satisfy the Relevant Law or are appointed by the Regulator under the Relevant Law.

### **2.3 Corporate Trustee**

Subject to rule 2.8, where the Trustee is a Constitutional Corporation, it must be at all times:

- (a) while there is only one Member:
  - (i) a Constitutional Corporation, the Director of which is the Member; or
  - (ii) a Constitutional Corporation, the Directors of which are the Member and another person who is a Relative of the Member; or
  - (iii) a Constitutional Corporation, the Directors of which are the Member and another person who is not a Relative of the Member where the Member is not an Employee of the other person; and
- (b) while the Fund has more than one Member, a Constitutional Corporation of which all of the Directors are the Members.

## **2.4 Individual Trustees**

Subject to rule 2.8, where the Trustee is not a Constitutional Corporation, it must be at all times:

- (a) while there is only one Member:
  - (i) the Member and another person who is a Relative of the Member acting as Individual Trustees; or
  - (ii) the Member and another person who is not a Relative of the Member where the Member is not an Employee of the other person, acting as Individual Trustees; and
- (b) while the Fund has more than one Member, all of the Members acting as Individual Trustees.

## **2.5 Later Trustees or Directors**

Subject to rule 2.8, the Members must put in place arrangements to ensure that:

- (a) where the Trustee is comprised of Individual Trustees, before a person commences to act as an Individual Trustee; or
- (b) where the Trustee is a Constitutional Corporation, before a person is appointed as a Director of the Trustee,

the Members are satisfied that the person will become a Member under rule 11.1 following their commencement or appointment or that the Fund will otherwise comply with the trustee and membership requirements of the Relevant Law.

## **2.6 Trustee/Member Rules**

Subject to the Relevant Law, if at any time the trusteeship of the Fund does not meet the requirements of either rules 2.3, 2.4 or 2.8, the Trustee and the Members must:

- (a) restructure the Membership of the Fund; or
- (b) complete such arrangements as are necessary under rule 2.9; and
- (c) ensure that the trusteeship of the Fund meets those requirements no later than 6 months after the trusteeship ceased to meet those requirements.

## **2.7 Continuity of Office**

Any person who acts as an Individual Trustee must, on any person becoming or ceasing to be a Trustee, under this rule 2, do everything necessary to vest the Fund in any new and any remaining Trustees and must deliver all records and other books to such new and remaining Trustees.

## **2.8 Other Persons as Trustees or Directors**

Subject to rule 2.9, the Members may, and must if such action is required in order to prevent the Trustee from ceasing to meet the requirements under the Relevant Law which relate to the nature and composition of the trustees of Self Managed Superannuation Funds, unless the Fund is to cease to be a Self Managed Superannuation Fund under rule 1.3, take such steps as are necessary to appoint or remove as an Individual Trustee or facilitate the appointment or removal as a Director of a Constitutional Corporation which is the Trustee, the following persons:

- (a) the Legal Personal Representative of a deceased Member in place of the deceased Member, during the period:
  - (i) beginning when the deceased Member died; and

- (ii) ending when death Benefits commence to be payable in respect of the deceased Member; or
- (b) the Legal Personal Representative of a Member in place of the Member, during any period when:
  - (i) the Member is under a legal disability; or
  - (ii) the Legal Personal Representative has an enduring power of attorney in respect of the Member; or
- (c) the Legal Personal Representative or the parent or guardian of a Member who is under a legal disability because of age in place of the Member; or
- (d) an acting trustee of the Fund appointed under the Superannuation Industry (Supervision) Act 1993.

Where a Legal Personal Representative appointed as provided under this rule 2.8 consists of more than one person, whether acting jointly or jointly and severally, that Legal Personal Representative shall have one vote only. If, in accordance with rule 10.2, each Individual Trustee appointed in place of a Member shall have such number of votes as is equal to the value in dollars of the total balances of that Member, where more than one Individual Trustee has been appointed as Legal Personal Representative of a Member, those Individual Trustees shall be entitled to vote, between them, only on the number of votes equivalent to the total balances of that Member.

Any other person may also be a Trustee, or a Director of a Constitutional Corporation which is the Trustee, if the Relevant Law permits that the person may be a Trustee or Director of a Constitutional Corporation which is the Trustee and the Fund would remain a Self Managed Superannuation Fund.

## **2.9 Appointment and Removal of Trustee**

- (a) On the establishment of the Fund, the Trustee is the person, persons or body named and described in the Establishing Deed.
- (b) At all other times, and subject to rules 2.8, 2.9(d), 2.9(e), 2.9(f), 2.9(k) and 37.11, the Members must determine who will act as Trustee in accordance with this rule 2 and the Relevant Law for the Fund to be maintained as a Self Managed Superannuation Fund and must take such steps as are necessary to appoint or remove the persons or body to or from the office of Trustee to ensure such compliance is maintained, provided that any obligation imposed on a deceased Member or a Member who is under a legal disability by this paragraph shall be performed by the Legal Personal Representative of the relevant Member or, if there is no Legal Personal Representative or the Legal Personal Representative is unable or unwilling to act, then by the remaining Members.
- (c) An Individual Trustee will cease to hold the office of Trustee if the person dies or becomes Disqualified or ceases to have legal capacity, and a person will be taken for these purposes to have ceased to have legal capacity if they have become incapacitated such that:
  - (i) the person is found by two medical practitioners (expressed in writing) to be under a disability such that in the opinion of each medical practitioner the person is incapable of managing the person's financial affairs; or

- (ii) a Court or Tribunal of competent jurisdiction decides that the individual is suffering from incapacity to the extent the person is incapable of managing the person's financial affairs; or
  - (iii) a Court or Tribunal of competent jurisdiction has appointed an administrator or guardian to manage the person's financial affairs.
- (d) If an Individual Trustee who ceases to hold the office of Trustee by virtue of having ceased to have legal capacity is a Member of the Self Managed Superannuation Fund, then from the time the person is taken to have ceased to have legal capacity (in this rule referred to as the **Incapacity Date**):
- (i) the Legal Personal Representative of that Member must be appointed as Trustee in accordance with rule 2.8 or, if no Legal Personal Representative exists or a Legal Personal Representative exists but does not give their consent to appointment or is for any reason unable to act as Trustee; then
  - (ii) the Trustee may appoint an additional individual as Trustee for the purpose of:
    - (A) paying the Benefits to or for the benefit of the incapacitated Member, if permitted under the Relevant Law; or
    - (B) transferring the Benefits of the incapacitated Member to an Eligible Rollover Fund, if permitted under the Relevant Law; or
    - (C) appointing a replacement trustee in accordance with the powers contained in rule 1.3.
- (e) If the person or persons appointed as Trustee in place of an incapacitated Member in accordance with rule 2.9(d)(ii) are not or do not become the Legal Personal Representative of the Member within such time after the Incapacity Date to ensure that the Fund will otherwise comply with the trustee and membership requirements of the Relevant Law, their appointment under this deed shall cease on the date on which their continued appointment would otherwise cause the Fund to cease to comply with such requirements unless their continued appointment is determined in writing by the Regulator not to cause the Fund to breach the trustee and membership requirements of the Relevant Law.
- (f) If a Member has ceased to hold the office of Trustee as a result of incapacity in accordance with rule 2.9(c)(i), 2.9(c)(ii) or 2.9(c)(iii) regains capacity such that:
- (i) the Member is found by two medical practitioners (expressed in writing) to have become capable of managing the person's financial affairs; or
  - (ii) a Court or Tribunal of competent jurisdiction decides that the Member is capable of managing the person's financial affairs ; or
  - (iii) the relevant Court or Tribunal removes or terminates the appointment of an administrator or guardian appointed to manage the person's financial affairs, and no administrator or guardian is appointed in their place,

then the Member must be reappointed as an Individual Trustee unless the Member does not give their consent or directs in writing that their Legal



Personal Representative is to remain, or be appointed, as the case may be, as an Individual Trustee instead of the Member.

- (g) The appointment or removal of a Trustee must be in writing and must immediately be advised to any other Trustee.
- (h) For the purposes of rule 2.9(b) the Members may accept the resignation in writing of any Trustee.
- (i) Where a new Trustee or an additional Trustee is appointed pursuant to the power of appointment contained in this rule 2, the Fund at that time vests in the person or body, or jointly in the person or body with the other Trustee or Trustees without the necessity for any declaration, transfer, conveyance, registration or other assurance for such appointment to be effective.
- (j) Where a Trustee is removed or resigns the other Trustees must take such steps to remove that person or body from any registration which may have been made in the course of acting as Trustee.
- (k) In the event that there are no Members remaining in the Fund, the Legal Personal Representative of the last surviving Member may determine who will act as Trustee for the Fund.

### **2.10 Trustee Declarations and Diligence**

Each person who is an Individual Trustee or who is a Director of a Constitutional Corporation which is the Trustee must take all such actions, make all such declarations and execute all such documents as are required under the Relevant Law to be done, made or executed by a person who holds or who commences to hold such office.

Each person who is a Director of a Constitutional Corporation which is the Trustee must exercise a reasonable degree of care and diligence for the purposes of ensuring that the Constitutional Corporation complies with the covenants and operating standards imposed by the Relevant Law.

## **3 COVENANTS AND OPERATING STANDARDS**

The Trustee for itself, its successors and assigns covenants with the Members to perform and observe the covenants, trusts and conditions of these Governing Rules and the covenants, operating standards and obligations imposed by the Relevant Law so far as they are or ought to be observed by the Trustee, including the following covenants and operating standards:

- (a) to act honestly in all matters concerning the Fund;
- (b) to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;
- (c) to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Members and Beneficiaries;
- (d) to keep the money and other assets of the Fund separate from any money and assets, respectively:
  - (i) that are held by the Trustee personally; or
  - (ii) that are money or assets, as the case may be, of an Employer, or an associate of an Employer;

- (e) not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;
- (f) to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
  - (i) the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to its objectives and its expected cash flow requirements;
  - (ii) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
  - (iii) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
  - (iv) the ability of the Fund to discharge its existing and prospective liabilities;
  - (v) whether the Trustee should hold a contract of insurance that provides insurance cover for one or more Members of the Fund;
- (g) if there are any Reserve Accounts of the Fund, to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- (h) to allow a Member or Beneficiary access to any prescribed information or any prescribed documents.

## **4 TRUSTEE'S INVESTMENT POWERS**

### **4.1 Authorised Investments**

Money forming part of the Fund from time to time which is not required immediately for the payment of Benefits and other amounts authorised by these Governing Rules must be invested in accordance with the investment strategy of the Fund as determined under rule 3(f) in any one or more of the following investments:

- (a) any investment for the time being authorised by the laws of the Commonwealth of Australia or any State or Territory for the investment of trust funds;
- (b) the purchase or acquisition in any way of shares, stocks, debentures, notes, bonds, mortgages, options or like securities or Derivatives in or in respect of any company incorporated in any part of the world whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up and whether secured or unsecured, registered or unregistered;
- (c) on deposit with any bank or other authorised deposit-taking institution registered in any part of the world, in any type of account including the purchase of foreign exchange or currency, whether secured or unsecured and on such terms as the Trustee may determine;
- (d) on deposit with or on loan to any person or organisation whatsoever (including an Employer which contributes or has contributed to the Fund in respect of a Member) with or without security and at such rate of interest and on such terms as the Trustee may deem reasonable notwithstanding that the Trustee

may have a direct or indirect interest in the borrowing or may benefit directly or indirectly from it;

- (e) any Policy or Annuity with an Insurer whether by proposal, purchase or otherwise, and any choses in action, interests for life or any lesser term or in reversion or otherwise arising;
- (f) the purchase, acquisition, leasing or licencing of any real property, the construction, development, improvement or extension of that property and the granting of leases or licences over that property;
- (g) the purchase, acquisition, leasing or licencing of any personal property, the improvement or alteration of that property and the granting of leases or licences over that property, provided that if any item or items so acquired is a Collectable and Personal Use Asset, the Trustee must take such action as is required under the Relevant Law in respect of the item or items to ensure the acquisition, ownership and subsequent disposal of the item or items is in accordance with the provisions of the Relevant Law in so far as those provisions relate to Collectable and Personal Use Assets;
- (h) the purchase or acquisition of or subscription for any unit or sub-unit in any unit trust established or situated anywhere in the world whether individually or jointly and whether such units or sub-units are fully paid up or whether their issue involves any contingent or reserve liability;
- (i) the purchase or acquisition in any way of exchange traded funds, managed investment schemes or like securities or schemes listed, registered or otherwise available for investment in any part of the world;
- (j) the purchase or acquisition of any futures, options or synthetic investments or other Derivatives and participation in any hedging, swapping or other like arrangement irrespective of whether such dealing is related to any other property forming part of the Fund;
- (k) the purchase or acquisition in any way of Blockchain Protocols;
- (l) the investment through Crowdfunding in any projects or ventures which the Trustee determines to be suitable investments for the Fund, provided that such determinations must be arrived at after considering the purpose of the Fund as contemplated by rule 1.1; and
- (m) any other investments which the Trustee considers appropriate and which are permitted under the Relevant Law,

and the Trustee has all the powers and authorities necessary to enable it to make each such investment, including whether or not the money is to be invested in a diverse range of investments, provided that the Trustee must not make a loan to or give any financial assistance to a Member or a Relative of a Member and further provided that the Trustee must ensure that all investments are made and maintained in accordance with the Relevant Law.

#### **4.2 Power to Hold, Sell and Vary Investments**

The Trustee has power to hold and to sell any investments, to vary and transpose any investments into other investments authorised by these Governing Rules and to otherwise deal with and manage the investments of the Fund as the Trustee in its discretion sees fit.

#### 4.3 Limited Recourse Borrowing Arrangements

Notwithstanding any other provision of these Governing Rules, the Trustee may borrow money, or maintain a borrowing of money, under an arrangement under which:

- (a) the money is or has been applied for the acquisition of a single Acquirable Asset, including:
  - (i) expenses incurred in connection with the borrowing or acquisition, or in maintaining or repairing the Acquirable Asset, but not expenses incurred in improving it; and
  - (ii) money applied to refinance a borrowing, including any accrued interest on it, in relation to the single Acquirable Asset, and no other Acquirable Asset; and
- (b) the Acquirable Asset, whether it be the Original Asset or a Replacement Asset, is held on trust so that the Trustee acquires a beneficial interest in it; and
- (c) the Trustee has a right to acquire legal ownership of the Acquirable Asset, whether it be the Original Asset or a Replacement Asset, by making one or more payments after acquiring the beneficial interest; and
- (d) the rights of the lender of any other person against the Trustee for, or in connection with, or as a result of, whether directly or indirectly, default on:
  - (i) the borrowing; or
  - (ii) the sum of the borrowing and charges related to it;
 are limited to rights relating to the Acquirable Asset, whether it be the Original Asset or a Replacement Asset,

or which otherwise meets such requirements as must be met in order for the borrowing to be permitted under the Relevant Law<sup>1</sup>.

#### 4.4 Conflict of Interest of Trustee or Director

- (a) Subject to rule 4.4(b), the Trustee and any Director of a Constitutional Corporation which is the Trustee has the power and is authorised to make or vary any of the investments authorised under these Governing Rules notwithstanding that the Trustee or Director may have a direct or indirect interest in the investment or may benefit directly or indirectly from it.
- (b) The Trustee and any Director of a Constitutional Corporation which is the Trustee must disclose details of any interest in an investment to which rule 4.4(a) applies in the manner prescribed under the Relevant Law.

#### 4.5 Member Investment Choice

- (a) Without limiting in any way the obligations and powers vested in the Trustee under the preceding provisions of this rule 4, the Trustee may:
  - (i) establish any number of investment strategies;
  - (ii) nominate the assets which will be subject to each particular investment strategy;

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<sup>1</sup> Other rules relating to SMSF Borrowing include but are not limited to rules 4.1(b), 4.1(f), 4.4, 5.1(c), 5.1(d), 5.2 and 9.4.

- (iii) offer Members the opportunity of having amounts held in one or more of their Accumulation Accounts or Pension Accounts invested in accordance with a particular investment strategy; and
  - (iv) make rules regarding when and how Members may give the Trustee directions in this respect.
- (b) Where a Member is provided with an opportunity to have an amount in an Accumulation or Pension Account invested under a particular investment strategy or strategies, the Trustee must provide to the Member such information as is required in respect of the investment strategy or strategies by the Relevant Law.
  - (c) Where a Member is provided with an opportunity to have an amount in an Accumulation or Pension Account invested pursuant to a particular investment strategy or strategies and either fails or is unwilling to nominate a particular investment strategy, the Trustee must invest the amount in the Member's account in such manner as, in its absolute discretion, it may consider appropriate.
  - (d) Where the Trustee establishes more than one investment strategy under rule 4.5(a), it must:
    - (i) establish a sub-account within the Income Account established under rule 15.4 in respect of each strategy; and
    - (ii) debit and credit to each sub-account any amounts including costs, charges and any Taxation attributable to the relevant strategies as the Trustee determines.
  - (e) Where the Trustee establishes a sub-account under rule 4.5(d), it must:
    - (i) determine a Fund Earning Rate in respect of each sub-account;
    - (ii) allocate an amount determined by the application of the Fund Earning Rate in respect of each sub-account to each sub-account within a Member's or Beneficiary's Accumulation or Pension Accounts in accordance with the investment strategy applicable to the Member or Beneficiary in proportion to the amount standing to the credit of the relevant sub-account within the Member's or Beneficiary's Account at the beginning of the Fund Year in respect of which the allocation is being made; and
    - (iii) make an appropriate adjustment for amounts (if any) credited or debited to the sub-account during that Fund Year.

#### 4.6 Property Held for Specified Members

Notwithstanding any other provision of these Governing Rules, the Trustee may, by irrevocable instrument in writing (in this rule referred to as the **Instrument**), determine that a Specified Asset is held in the Fund by the Trustee exclusively for the benefit of a Specified Member or Specified Members (in this rule referred to individually as the **Specified Member** and collectively as **Specified Members**) where:

- (a) **Specified Asset** means the asset specified in the Instrument, being an asset transferred by the Specified Member or Specified Members to the Trustee or, if the asset is sold, the proceeds of that sale; and
- (b) A Specified Asset held in the Fund by the Trustee is held exclusively for the benefit of one or more Members if:

- (i) it is held specifically for the benefit of that Member or those Members (and where there is more than one Specified Member, it must be held for the Specified Members in the same proportions as it was held by them before the transfer of the asset to the Fund);
- (ii) it cannot be pooled with the Contributions or other assets of, or property held for, any Member who is not a Specified Member; and
- (iii) no other Member can obtain an interest in it.

## 5 TRUSTEE'S POWERS OF MANAGEMENT

### 5.1 Additional Powers

In addition to the powers which it might have by law and which are otherwise granted to it by these Governing Rules, the Trustee has the following powers:

- (a) to settle, compromise or submit to arbitration any claims or matters relating to these Governing Rules or to the rights of Members, former Members and Beneficiaries;
- (b) to commence, carry on or defend proceedings relating to the Fund or to the rights of Members, former Members and Beneficiaries and to commence, carry on or defend legal proceedings in order to recover damages against any person arising out of any loss suffered by any Member, former Member or Beneficiary as a result of any negligence, default, omission, breach of duty or breach of the terms of these Governing Rules and the Trustee may abandon, settle, compromise or release any such legal proceedings as it may consider desirable;
- (c) to borrow in any lawful manner, including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument, and to secure the repayment of money in any manner and on any terms (including with or without security) which the Trustee may deem advisable provided that such borrowing must be permitted under rule 4.3;
- (d) to permit or to procure that the investments of the Fund or any of them are registered in the name of a custodian or a nominee appointed or approved by the Trustee for such purpose, and to permit or to procure such custodian or nominee to give security over any investment of the Fund registered in the name of such custodian or nominee for the purpose of securing the repayment of borrowings of the Trustee where the proceeds of such borrowings were applied in the acquisition of the relevant investment, provided that the giving of such security must not breach the Relevant Law;
- (e) to give a charge over, or in relation to, an asset of the Fund if:
  - (i) the charge is given in relation to a Derivatives Contract entered into:
    - (A) by, or on behalf of, the Trustee; or
    - (B) by a broker on the instructions, or on account, of the Trustee; or
    - (C) by a broker for the benefit of the Trustee; and
  - (ii) the charge is given in order to comply with the rules of an Approved Body that requires the performance of obligations in relation to the Derivatives Contract to be secured; and
  - (iii) the Fund has in place a derivatives risk statement that sets out:

- (A) policies for the use of Derivatives that include an analysis of the risks associated with the use of Derivatives within the investment strategy of the Fund; and
  - (B) restrictions and controls on the use of Derivatives that take into consideration the expertise of the Individual Trustees or the Directors of a Constitutional Corporation which is the Trustee; and
  - (C) compliance processes to ensure that the controls are effective (for example, reporting procedures, internal and external audits and internal management procedures); and
- (iv) the investment to which the charge relates is made in accordance with the derivatives risk statement; or
  - (v) the charge is otherwise able to be given by the Trustee without breaching the Relevant Law;
- (f) to insure or reinsure any risks, contingencies or liabilities of the Fund with any Insurer, mortgage insurance company, reinsurance company or superannuation fund;
  - (g) to open and operate an account with any bank or other authorised deposit-taking institution on such terms as the Trustee may determine;
  - (h) to purchase an Annuity from an Insurer in order to provide all or a part of any Pension payable in respect of a Member and in the name of the Trustee or, if the Trustee determines, in the name of the Member;
  - (i) to retain the services of and to appoint professional or other advisers in relation to the management, investment, administration and conduct of the Fund, to act on the advice of any person so retained and to pay the fee or remuneration for any professional or other advisers so appointed;
  - (j) to pay and advance out of the Fund all costs, expenses and outgoings (including Taxation) of and incidental to the management and administration of the Fund and to pay and advance out of the Fund the professional fees (if any) in respect of the provision of its non-Trustee services provided to the Fund in a separate professional capacity;
  - (k) to pay and advance out of the Fund all costs, expenses and outgoings of and incidental to the management of any real or personal property of the Fund and maintain, repair, improve, develop, alter, renovate, pull down, erect or re-erect any part of the investments of the Fund as the Trustee in its absolute discretion thinks fit or may consider necessary or advisable;
  - (l) to indemnify or undertake to indemnify any person, company, government or institution in respect of any claims or matters relating to the Fund or any investment of the Fund or to the rights of Members, former Members and Beneficiaries in respect of the Fund provided that an indemnity may only be provided to the extent it is not limited by or would be inoperative under the Relevant Law;
  - (m) to provide a full or partial release to any person, company, government or institution in respect of any matters which have arisen or may arise as a result of an association, involvement or Membership of the Fund by that person;

- (n) to appoint a person to chair the meetings of the Trustee and any other obligations which the Trustee vests in the person and, if required, may pay a fee or remuneration to such person in respect of such position;
- (o) to insure and keep insured as it sees fit any liability of:
  - (i) the Trustee;
  - (ii) any Directors or officers of a Constitutional Corporation which is the Trustee; or
  - (iii) the Fund to indemnify or reimburse the Trustee or the Directors or officers of a Constitutional Corporation which is the Trustee under rules 7 and 8;
- (p) to enter into any agreement, provide any notice, make any election or undertake any other action whether revocable or irrevocable which would or may have the effect of committing the Trustee to conduct the Fund at all times as a Complying Superannuation Fund;
- (q) to seek modifications of or exemptions from the application of the Relevant Law to the Fund and the Trustee is relieved from complying with any provision of the Relevant Law in respect of which an exemption or a modification has been granted;
- (r) to correspond, where the Trustee considers it appropriate or necessary, with Members, Beneficiaries, Employers and other third parties by means of Electronic Communication, including the use of unique identifiers or digital signatures; and
- (s) generally to do all acts, including incurring any other costs, charges and expenses that the Trustee may consider necessary or expedient for the administration, maintenance and preservation of the Fund and in the performance of its obligations under these Governing Rules.

## **5.2 Conflict of Interest**

- (a) Subject to rule 5.2(b) all the powers and discretions conferred by these Governing Rules or by law on the Trustee, or any Director of a Constitutional Corporation which is the Trustee, may be exercised notwithstanding that such Trustee or Director or any person being a shareholder of a Constitutional Corporation which is the Trustee or a relative of such Trustee, Director or shareholder may:
  - (i) have a direct, indirect or personal interest (whether as trustee of any other settlement, in his/her personal capacity, as a shareholder, director, relative of a Trustee or Director or shareholder of a Constitutional Corporation which is the Trustee, member or partner of any company, organisation or partnership, unit holder in any unit trust, beneficiary of any discretionary trust or otherwise howsoever) in the manner or result of exercising such power or discretion; or
  - (ii) benefit directly or indirectly as a result of the exercise of any such power or discretion,
 notwithstanding that the Trustee for the time being is the sole Trustee
- (b) The Trustee and any Director of a Constitutional Corporation which is the Trustee must disclose details of any interest to which rule 5.2(a) applies in the manner prescribed under the Relevant Law.



### **5.3 Trustee Discretion**

The Trustee in the exercise of the trusts, authorities, powers and discretions conferred on it by these Governing Rules:

- (a) has an absolute and uncontrolled discretion as to their exercise in relation to the manner, mode and timing of exercise, the exercise of which is final and binding;

provided that,

- (b) the Trustee must not discriminate against any person in such a manner as to infringe any law of the Commonwealth or a State or Territory in respect of discrimination; and
- (c) the exercise of the trusts, authorities, powers and discretions conferred on the Trustee by these Governing Rules must be made as required under, and so as not to breach, the Relevant Law, and any such purported exercise shall be of no effect to the extent that it is not made as required under the Relevant Law or would, if effective, breach the Relevant Law.

### **5.4 Trustee Delegation**

The Trustee may:

- (a) delegate to any person any of the powers, duties and discretions conferred on it under these Governing Rules on such terms and conditions as it may determine;
- (b) execute such powers of attorney or other instruments as the Trustee considers appropriate for such purpose; and
- (c) vary, limit or revoke any such delegation, power of attorney or instrument,

provided that any such delegation may only be undertaken in accordance with the Relevant Law.

### **5.5 Trustee Direction**

Except as provided in these Governing Rules and in such circumstances which are permitted under the Relevant Law, the Trustee is not subject to direction by any person in the exercise of any of its powers.

## **6 LIMITATION OF LIABILITY**

### **6.1 Liability of Trustees, Directors and Officers**

Neither an Individual Trustee, nor any Director or officer of a Constitutional Corporation which is the Trustee, is liable for anything done or omitted to be done in relation to or in connection with any act or omission concerning the Fund except if such Individual Trustee or Director:

- (a) fails to act honestly;
- (b) intentionally or recklessly fails to exercise the degree of care and diligence that the person is required to exercise; or
- (c) incurs a monetary penalty in respect of a civil penalty order under the Relevant Law.

### **6.2 Loss, Default, Bona Fide Acts, Mistake**

Without limiting the generality of the exemption from liability under rule 6.1, the Trustee will not incur any liability for:

- (a) any loss suffered by the Fund or suffered by any Member or any person having at any time an interest in the Fund;
- (b) any act or default of any former Trustee or any Director or officer of a Constitutional Corporation which was formerly a Trustee, of any Member or of any agent employed in good faith by the Trustee;
- (c) any acts done or omitted to be done which any person reasonably believed to be in conformity with any decision of the Trustee; or
- (d) any mistake or determination or erroneous decision that potentially exposes the Trustee to any claim, action, suit or demand at the instance of any Member or of any person having an interest in the Fund at any time.

### **6.3 Limitation of Exemption from Liability**

This rule 6 operates only to exempt a person from liability to the extent that the provision of such an exemption is not limited by or inoperative under the Relevant Law.

## **7 INDEMNITY OF TRUSTEE**

### **7.1 Indemnity and Lien**

The Trustee and where applicable its Directors and officers shall be indemnified out of the Fund against all liabilities incurred by it or them in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in it or them under these Governing Rules or at law except if that person:

- (a) fails to act honestly; or
- (b) intentionally or recklessly fails to exercise the degree of care and diligence that the person is required to exercise; or
- (c) incurs a monetary penalty under the Relevant Law,

and the Trustee will have a lien on and may use the money representing the assets of the Fund for the purposes of this indemnity.

### **7.2 Payments in Good Faith**

This indemnity extends to any payments made in good faith to any person whom the Trustee bona fide believes to be entitled thereto although it may be subsequently found that the person was not in fact so entitled.

### **7.3 Opinion or Advice**

This indemnity extends to circumstances where the Trustee acts on the opinion or advice of or statement of barristers or solicitors who are instructed by the Trustee or any bankers, accountants, brokers, investment advisers or other persons believed by the Trustee in good faith and on reasonable grounds to be expert in relation to the matters on which they are consulted.

### **7.4 Failure to Carry Out Agreement**

This indemnity extends to circumstances where there has been a failure of any person or corporation to carry out any agreement made with the Trustee and to any act or omission on the part of such person or corporation.

### **7.5 Agents and Servants of Trustee**

This indemnity extends to circumstances where an agent or servant employed in good faith by the Trustee becomes insolvent or commits an act of bankruptcy or any fraudulent or negligent act.

## **7.6 Limitation of Indemnity**

This indemnity does not apply to the extent that the provision of such an indemnity would be limited by or inoperative under the Relevant Law.

## **8 REMUNERATION AND REIMBURSEMENT**

### **8.1 Remuneration**

The Trustee is not entitled to receive any remuneration from the Fund or any person in relation to the performance of the normal activities of a trustee provided in relation to the Fund.

### **8.2 Reimbursement**

The Trustee is entitled to be reimbursed from the Fund for and in respect of the following expenses:

- (a) all costs, charges and expenses incurred or to be incurred in connection with the acquisition, registration, custody, disposal of or other dealings with investments of the Fund (including commissions, brokerage, bank charges and stamp duties, but excluding any incidental expenses which are not out-of-pocket expenses or disbursements incurred by deduction or otherwise) by or on behalf of the Trustee;
- (b) such fees and expenses of the Auditor as the Trustee considers reasonable;
- (c) any Taxation and any Levy paid or payable by the Trustee in connection with the Fund on any account whatsoever;
- (d) all fees, wages and expenses of any barrister, solicitor, accountant, Actuary, fund manager, Administration Manager, Investment Manager, agent, consultant, expert or investigator from time to time employed by the Trustee in the discharge of its duties under these Governing Rules;
- (e) all costs, charges and expenses incurred or to be incurred in relation to the preparation and distribution of any periodic or other report or document in relation to the Fund or the making available of any books or documents of the Fund;
- (f) all and any administrative costs in respect of postage, telephone and like disbursements charged or to be charged in relation to the Fund;
- (g) all and any costs incurred in relation to an investigation of the Fund, the resolution of disputes or the preparation of information and submissions; and
- (h) all and any expenses in connection with the maintenance of accounting records and the preparation of any accounting, taxation or other returns or advices.

## **9 APPOINTMENT OF ACTUARY, AUDITOR AND MANAGERS**

### **9.1 Actuary and Auditor**

- (a) The Trustee may and shall if necessary for compliance with the Relevant Law appoint a person or firm to the following offices on such conditions as it determines:
  - (i) an Actuary who is a Fellow of the Institute of Actuaries of Australia or a firm or company of Actuaries of which at least one member or director (as the case requires) is such a Fellow or who otherwise meets the

criteria specified in the Relevant Law for appointment as an Actuary to the Fund; and

- (ii) an Auditor who is both appropriately qualified and is independent according to any criteria specified by the Relevant Law or who otherwise meets the criteria specified in the Relevant Law for appointment as an Auditor to the Fund.
- (b) In the event that an Actuary has been appointed, the Trustee may ask the Actuary for information or advice from time to time in accordance with the provisions of these Governing Rules but the Trustee is under no obligation to be bound by or to act on the advice so provided except in circumstances required by the Relevant Law.

## **9.2 Administration Manager**

The Trustee may appoint in writing on such terms as it sees fit, including the granting of any indemnity reasonably required by the appointee, one or more companies, persons or organisations to act as the Administration Manager of the Fund, to carry out some or all of the administration of the Fund. Such appointment may be made on such terms and conditions as the Trustee considers appropriate.

## **9.3 Investment Manager**

- (a) The Trustee has power to appoint in writing one or more persons or companies to act as an Investment Manager for the Fund for such period and on such terms and conditions as the Trustee determines provided that the person or company is qualified to act as an investment manager for the Fund under the Relevant Law and the terms and conditions of appointment are in accordance with and comprise all the requirements of the Relevant Law.
- (b) The Trustee may delegate to any Investment Manager such powers, discretions and authorities relating to the purchase, sale, management, investment, administration, valuation, retention and transposition of that part of the Fund entrusted to such Investment Manager as the Trustee determines and may reallocate assets of the Fund being invested by that Investment Manager.

## **9.4 Custodian**

The Trustee has power to appoint one or more persons or companies to act as a custodian for the Fund for such period and on such terms and conditions as the Trustee determines and may delegate and confer on such custodian such powers, discretions and authorities relating to the holding of legal title, the custody of title deeds and documents of any nature whatsoever or relating to the custody of any part of the assets of the Fund as the Trustee determines provided that the person or company appointed to act as custodian is not prohibited from so acting under the Relevant Law.

## **9.5 Consultants and Officers**

The Trustee from time to time may appoint such other consultants and officers as it considers desirable for the proper management and administration of the Fund.

## **9.6 Removal**

The Trustee may remove from office any person or company appointed to any position under this rule 9 and must remove any such person or company where so required by the Relevant Law.

## 10 GENERAL PROVISIONS

### 10.1 Exercise of Trustee's Rights and Conduct of Proceedings

Subject to the Relevant Law, all powers, rights, decisions, discretions, appointments and other authorisations of whatsoever nature or kind granted to or conferred on the Trustee by, under or for the purposes of these Governing Rules may be fully and effectively exercised, made, done or performed by or on behalf of the Trustee:

- (a) where the Trustee is a company, then by the Directors acting in accordance with its constitution or by any person or persons having the authorisation of such Directors to so act on their behalf; or
- (b) where the Trustee comprises Individual Trustees, then:
  - (i) at a meeting of such persons where decisions are to be made as provided in rule 10.2 or as otherwise required by the Relevant Law;
  - (ii) the quorum for a meeting of the Individual Trustees shall be at least 75% of the Individual Trustees then holding office;
  - (iii) the Individual Trustees may meet in person or by using any technology that gives each Individual Trustee a reasonable opportunity to participate in the meeting;
  - (iv) if all of the Individual Trustees have signed a written resolution which may take the form of a single document or a number of documents in substantially similar form, such resolution shall be taken to have been passed upon being signed by the last of the Individual Trustees to sign.

### 10.2 Voting

Where the Trustee consists of Individual Trustees, then each Individual Trustee shall have one vote each but where any Individual Trustee requires the matter to be resolved by a formal vote, then each Individual Trustee shall have such number of votes as is equal to the value in dollars of the total balances of each of the Accounts maintained in respect of the Individual Trustee in their capacity as a Member. Where one or more Individual Trustees have been appointed in place of a Member under rule 2.8, then each Individual Trustee appointed in place of a Member shall have one vote each but where any Individual Trustee requires the matter to be resolved by a formal vote then the Individual Trustees who have been appointed in place of a Member shall have such number of votes as is equal to the value in dollars of the total balances of each of the Accounts maintained in respect of that Member. If such Individual Trustee is also a Member, that Individual Trustee will be entitled to vote the combined total of the value in dollars of their Accounts and the Accounts maintained in respect of each Member they have been appointed in place of. If more than one Individual Trustee has been appointed in place of a Member, the combined vote on behalf of that Member by those Individual Trustees will be equal to the value in dollars of the total balances of each of the Accounts maintained in respect of that Member. If there is a dispute between the Individual Trustees as to the value of such balances, then the value shall be the value on the date as at which the balances of Member Accounts were last determined by the Trustee and notified to Members.

### 10.3 Family Law

- (a) Subject to the following provisions of this rule 10.3, notwithstanding any other provision of these Governing Rules, the Trustee is empowered to undertake and complete any actions in relation to the Fund or the Benefits or Benefit

Entitlement of any Member or Beneficiary required in accordance with the Relevant Family Law.

- (b) The Trustee may at any time and from time to time elect under this rule 10.3(b) for the purposes of the Relevant Family Law that these Governing Rules will not have operation to permit the Trustee to establish a new interest in the Fund from the interest of a Member or Beneficiary on the request by the Spouse of the Member or Beneficiary under the Relevant Family Law.
- (c) The Trustee may at any time and from time to time determine to revoke an election made under rule 10.3(b).

## **11 MEMBERSHIP OF FUND**

### **11.1 Members**

Subject to the following provisions of this rule 11, the Trustee may accept such persons to become Members as the Trustee in its absolute discretion determines. Such persons may include persons who are under a legal disability, whether by reason of age or for some other reason. The Trustee may only accept a person as a Member where:

- (a) on acceptance, the total number of Members will not exceed the maximum number permitted in order for the Fund to operate as a Self Managed Superannuation Fund under the Relevant Law;
- (b) the person is not Disqualified from holding the office as an Individual Trustee, or as a Director of a Constitutional Corporation which is the Trustee;
- (c) if the person is an Employee of any other person who is a Member, the person and the other person are Relatives; and
- (d) the Trustee is satisfied that the person will, at the time of being accepted as a Member, also become an Individual Trustee or a Director of the Trustee under rule 2 or the conditions of rule 2.8 will be satisfied.

The Trustee may require such persons to complete an application for Membership in the form of Schedule A or in such other form as the Trustee determines from time to time.

### **11.2 Admission to Membership**

- (a) On receipt of an application for Membership under rule 11.1, the Trustee may determine to admit the applicant to Membership of the Fund.
- (b) Irrespective of whether or not an application for Membership form has been completed, a person will be deemed to have become a Member on a date determined by the Trustee or, where the Trustee makes no such determination, on the date any completed application for Membership is received.
- (c) The Trustee may determine to admit to Membership, and retain as a Member, a person in respect of whom the Trustee holds no balance in either an Accumulation Account or a Pension Account in respect of that Member.
- (d) Subject to any other conditions which may be applied under these Governing Rules, the Trustee may:
  - (i) impose such conditions on an applicant's admission and the rights and duties of the applicant as a Member as it determines;
  - (ii) limit and impose such conditions on Benefits as it determines; and

- (iii) remove or vary all or any such conditions at any time.
- (e) On admission to Membership, a Member is bound by these Governing Rules in all respects.
- (f) Notwithstanding any other provision of these Governing Rules, the Trustee may, by revocable or irrevocable instrument in writing, determine that no additional person or persons may be admitted to Membership of the Fund.

### **11.3 Members and Beneficiaries to Provide Information**

- (a) Each applicant for Membership and any Beneficiary must, if requested by the Trustee:
  - (i) furnish such information as the Trustee deems necessary for the purposes of any investigation or otherwise in connection with the Fund; and
  - (ii) submit to any medical examinations by a registered medical practitioner acceptable to the Trustee which are required by the Trustee.
- (b) Where a Member or Beneficiary fails to comply with the provisions of this rule 11.3, or fails to provide the Trustee with the Member's or Beneficiary's Tax File Number, the Trustee may:
  - (i) suspend the acceptance of any Contributions in respect of that Member;
  - (ii) withhold any Benefits in respect of that Member or Beneficiary; and
  - (iii) impose such other conditions on the continued Membership of that Member or on the Beneficiary,
 as the Trustee deems appropriate.

### **11.4 Incorrect or Misleading Information**

Where a Member or Beneficiary furnishes information required by the Trustee which affects or is likely to affect the Benefits payable to or in respect of the Member or Beneficiary; and

- (a) the information supplied is incorrect or misleading; or
- (b) any relevant information is deliberately withheld,

the Trustee may in its absolute discretion alter or amend the Benefits to amounts that would have applied had full and accurate information been supplied.

### **11.5 Information about satisfying a Condition of Release**

It is the responsibility of a Member to inform the Trustee that the Member has satisfied a Condition of Release and to provide sufficient information as required by the Trustee to enable it to confirm the specific Condition of Release applicable to the Member.

### **11.6 Anticipated Change of Status**

A Member must inform the Trustee as soon as practicable of any event which has or may have effect that:

- (a) the Member becomes an Employee of any other Member where the Member is not a Relative of the other Member; or
- (b) the Member becomes Disqualified from holding the office as an Individual Trustee, or as a Director of a Constitutional Corporation which is the Trustee.

**11.7 Status as Self Managed Superannuation Fund**

- (a) If at any time, a Member ceases to satisfy rules 11.1(a) or 11.1(c) the Trustee and the Members must complete such arrangements (which may include the Member ceasing to be a Member) as are necessary to ensure that the Membership of the Fund as a whole satisfies those requirements by no later than 6 months after the Member ceased to satisfy those requirements or by such other time as is prescribed under the Relevant Law as the time by which the trusteeship of the Fund must meet the trusteeship requirements for Self Managed Superannuation Funds under the Relevant Law.
- (b) For the purposes of rule 11.7(a):
  - (i) a Member may request that all the Member's Benefit or Benefit Entitlement be paid in accordance with these Governing Rules or be transferred or rolled-over to an Approved Benefit Arrangement under rule 19; or
  - (ii) the Trustee may transfer a Member's Benefit Entitlement or roll-over a Member's Benefit to an Eligible Roll-Over Fund under rule 20.2.

**12 MEMBERSHIP NOTIFICATION REQUIREMENTS****12.1 Notice to New Member**

Before or, where the Relevant Law permits, as soon as practicable after the admission of a person as a Member, the Trustee must arrange for the person to be given a written statement containing information and details relating to the Fund as required by the Relevant Law.

**12.2 Disclosure and Reporting Requirements**

The Trustee must arrange for Members, former Members and Beneficiaries to be provided with information in writing of copies of accounts, records or documents of the Fund as required by the Relevant Law on an annual basis and on other occasions and in such manner required by the Relevant Law.

**12.3 Notice to Former Member**

As soon as practicable after a person ceases to be a Member, the Trustee must arrange for the former Member or the Legal Personal Representative of the former Member to be given a written statement containing such information and details relating to the Benefits of the former Member required by the Relevant Law.

**12.4 Disclosure Limitation**

No Dependant of a Member is entitled to obtain information in respect of any details of the operation of the Fund or any matter which may relate to the conduct of the Fund which in the opinion of the Trustee it would be inappropriate to disclose other than as is provided for by this rule 12.

**12.5 Inspection of Governing Rules and Other Documents**

A copy of these Governing Rules, any other documents as required by the Relevant Law and any trust documents must be made available for inspection by any Member. A copy of these Governing Rules and any other documents required by the Relevant Law must be made available for inspection by a Beneficiary on the request of the Beneficiary and unless otherwise required by the Relevant Law, it is sufficient for the purposes of this rule 12.5 to make a copy of these Governing Rules or such documents available to the Member or Beneficiary for inspection at the office of the



Trustee or at the place of business of an Individual Trustee during hours when that office or business is open.

### **13 CESSATION OF MEMBERSHIP**

A person ceases to be a Member on the earliest to occur of the following:

- (a) unless the Trustee otherwise determines, on payment of all the Member's Benefit to the Member or on the transfer or roll-over of the Member's Benefit or Benefit Entitlement to an Approved Benefit Arrangement or an Eligible Rollover Fund on behalf of the Member;
- (b) following the death of the Member, when all of the deceased Member's interest has been paid or applied in accordance with these Governing Rules;
- (c) unless the Trustee otherwise determines, when Benefits payable to or on behalf of a Member cease to be payable; and
- (d) in respect of a Member for whom the Trustee holds no balance in the Fund, when the Trustee determines.

### **14 FUND ADMINISTRATION**

#### **14.1 Fund Vested in Trustee**

The Fund is vested in and must be managed by the Trustee on the terms and conditions and subject to the trusts, powers, authorities and discretions contained in these Governing Rules.

#### **14.2 Fund Assets**

The gross assets of the Fund consist of all the cash, investments and other property held by or on account of the Trustee on the trusts of these Governing Rules and include:

- (a) the amount, if any, standing or transferred to the credit of the Fund at or after the date on which these Governing Rules come into effect;
- (b) such Contributions as the Members make to the Fund at any time;
- (c) such Contributions as an Employer makes to the Fund at any time in respect of a Member;
- (d) such Government Contributions as are made to the Fund at any time;
- (e) such Contributions resulting from a Contribution Split by a Spouse of a Member in favour of the Member as are received by the Fund at any time from another Complying Superannuation Fund;
- (f) interest, dividends and distributions of income arising from any investment and the accumulation of that income;
- (g) profits and other benefits arising from any investment and the accumulation of those profits;
- (h) the proceeds (including bonuses) of any Policy held by the Fund;
- (i) money, investments and other property transferred to the Fund as a Roll-Over Superannuation Benefit or otherwise;
- (j) any Shortfall Components received by the Fund;
- (k) any Financial Assistance received by the Fund;

- (l) any amount recorded in the Financial Statements of the Fund as a Future Income Tax Benefit or similar designation; and
- (m) any other Contributions or amounts permitted under these Governing Rules and the Relevant Law.

## 15 FUND ACCOUNTS

### 15.1 Accumulation Accounts

The Trustee must establish an Accumulation Account, including such sub-accounts as the Trustee considers necessary or desirable for the administration of the Fund, for each new Member and, if the Trustee considers it necessary, for other Members.

### 15.2 Credits to Accumulation Accounts

Subject to rule 15.5, the following amounts shall be credited to the appropriate Accumulation Account:

- (a) any amount paid into the Fund in respect of a Member as a transfer or a Roll-Over Superannuation Benefit which the Trustee considers it appropriate to credit;
- (b) any Contributions made by a Member;
- (c) any Contributions made in respect of a Member by an Employer;
- (d) any Government Contribution received in respect of a Member;
- (e) such Contributions resulting from a Contribution Split by a Spouse of a Member in favour of the Member as are received by the Fund at any time from another Complying Superannuation Fund;
- (f) the proceeds of any Policy or Annuity effected or maintained by the Trustee in respect of a Member and paid to the Trustee which the Trustee considers it appropriate to credit;
- (g) such positive earnings as are determined by the Trustee in accordance with rules 4.5(e), 15.4 and 15.6;
- (h) any forfeited amounts allocated to but not paid directly to a Member or Beneficiary under rule 22.4;
- (i) any amounts transferred from the Pension Account of a Pensioner, including an amount transferred in accordance with an Excess Transfer Balance Determination;
- (j) any Shortfall Component paid in respect of a Member;
- (k) any amount of Financial Assistance determined by the Trustee to be appropriate to credit;
- (l) any other Contributions made in respect of a Member and permitted under these Governing Rules and the Relevant Law;
- (m) such part of the proceeds from the commutation of a Pension as the Trustee has determined to transfer to the Accumulation Account under rule 39.3(b)(iv) or such other applicable rule;
- (n) any amounts transferred from a Reserve Account; and
- (o) such other amounts as the Trustee may from time to time determine.

**15.3 Debits to Accumulation Accounts**

Subject to rule 15.5 the following amounts will be debited to the appropriate Accumulation Account:

- (a) any amount paid out of the Fund in respect of a Member as a transfer or Roll-Over Superannuation Benefit which the Trustee considers it appropriate to debit;
- (b) any Benefit payments made to or in respect of a Member or Beneficiary, other than payments from a Pension Account;
- (c) the costs of any Policy or Annuity effected or maintained by the Trustee in respect of the relevant Member, subject to rule 15.4(b)(iv);
- (d) such proportion of any amount payable by way of Taxation in respect of Contributions or any Shortfall Component paid to the Fund or earnings of the Fund credited to the Accumulation Account or arising as a result of a Roll-Over Superannuation Benefit as the Trustee may determine;
- (e) such of the costs, charges and expenses incurred under rule 8 or an appropriate portion thereof as the Trustee may determine;
- (f) the amount of any lien exercised under rule 7 or an appropriate portion thereof as the Trustee may determine;
- (g) any amount forfeited under rule 22.2;
- (h) such negative earnings as may be determined by the Trustee in accordance with rules 4.5(e), 15.4 or 15.6;
- (i) any amount paid in respect of the Trustee indemnity under rule 7 or an appropriate portion thereof as the Trustee may determine;
- (j) any amount transferred to the Pension Account of a Pensioner;
- (k) the amount of any Levy determined by the Trustee to be appropriate to debit;
- (l) the amount of any Taxation attributable to the Member or Beneficiary;
- (m) the amount of any Contributions which are the subject of a Contribution Splitting Application from a Member and which are paid by the Trustee to another Complying Superannuation Fund or to the account of the Member's Spouse within the Fund in accordance with such application;
- (n) such amount as is referred to in a Release Authority given by a Member or the Commissioner to the Trustee, and which is paid by the Trustee to the Member or to the Commissioner in accordance with such Release Authority; and
- (o) such other amounts as the Trustee may determine from time to time.

**15.4 Income Account**

- (a) The Trustee must establish an Income Account for the Fund to which the following, subject to rule 4.5(e), will be credited:
  - (i) all income and profits of the Fund each Fund Year;
  - (ii) any credits arising out of adjustments under rule 15.6;
  - (iii) any amount transferred from a Reserve Account under rule 15.5;
  - (iv) the proceeds of any Policy effected or maintained by the Trustee where the Trustee determines that it should not be credited to any other Account; and

- (v) any Financial Assistance received by the Fund and not credited to any other Account,

and profits of the Fund include any surplus arising from a valuation undertaken at any time during the year in accordance with rule 15.8.

- (b) The Income Account will, subject to rule 4.5(e), be debited with the following:
  - (i) any loss sustained on the disposal of any investments of the Fund;
  - (ii) any costs or charges incurred under rule 8.2 which are not debited to any other Account;
  - (iii) any debits arising out of adjustments under rule 15.6;
  - (iv) the cost of any Policy effected or maintained by the Trustee where the Trustee determines that it should not be debited to any other Account;
  - (v) any deficiency arising from a valuation undertaken under rule 15.8;
  - (vi) any amount payable or which may become payable by way of Taxation in respect of Contributions, Shortfall Components and income and profits of the Fund which are not debited to any other Account as the Trustee determines to be equitable;
  - (vii) any amount of Levy payable by the Fund and not debited to any other Account; and
  - (viii) any income transferred from the Income Account to a Reserve Account.
- (c) Following the crediting and debiting of the Income Account under this rule 15.4 at the end of each Fund Year the Trustee must determine the Fund Earning Rate, after taking into account such provisions or reserves for future contingencies as the Trustee considers reasonable.
- (d) Subject to rule 4.5(e), an amount determined by application of the Fund Earning Rate must be allocated from the Income Account to each Accumulation Account and Pension Account in proportion to the amount standing to the credit of that account at the beginning of the Fund Year in respect of which the distribution is being made, an appropriate adjustment being made for amounts (if any) credited or debited to the account since that date.
- (e) Any amount remaining in the Income Account after distribution of earnings under rule 15.4(d) must be transferred to a Reserve Account established under rule 15.5.
- (f) In the event that the Trustee is required to establish a Fund Earning Rate in respect of a part of a Fund Year, then such interim Fund Earning Rate for that period will be determined by the Trustee in accordance with the Relevant Law on a basis which the Trustee considers to be equitable. The Trustee must, when required by the Regulator or the Relevant Law, notify the Members of the basis of the calculation of the interim Fund Earning Rate.

## **15.5 Reserve Account**

- (a) The Trustee has power at any time to establish one or more Reserve Account(s) of the Fund. Subject to the Relevant Law, a Reserve Account may be credited with the following:
  - (i) an amount transferred from the Income Account under rule 15.4;

- (ii) Contributions held by the Trustee pending allocation to the Accumulation Accounts of Members in accordance with rule 18.7;
  - (iii) some or all of the proceeds of any Policy;
  - (iv) such portion as the Trustee considers appropriate of an amount paid into the Fund as a transfer or Roll-Over Superannuation Benefit;
  - (v) an amount transferred from the Forfeiture Account under rule 22.4(f); and
  - (vi) such other amounts as the Trustee considers appropriate.
- (b) Money held in a Reserve Account does not form part of any Accumulation Account or Pension Account. Any income earned by the Fund on the money held in a Reserve Account must be credited to that Reserve Account.
- (c) A Reserve Account may, at the discretion of the Trustee, be used for the following purposes:
- (i) to generally give effect to any reserving strategy established by the Trustee to stabilise the investment earnings of the Fund;
  - (ii) to maintain a solvency or other reserve as the Trustee determines to be necessary or appropriate in connection with the payment of a Pension from the Fund;
  - (iii) to hold Contributions pending allocation to the Accumulation Accounts of Members in accordance with rule 18.7;
  - (iv) to make an Anti-Detriment Payment, if permitted under the Relevant Law;
  - (v) to provide for such contingencies as the Trustee may determine;
  - (vi) to augment the Fund Earning Rate;
  - (vii) to meet any Taxation payments payable by the Fund;
  - (viii) to pay any expenses or charges payable by the Fund;
  - (ix) to pay a Benefit, or augment a Benefit to be paid, to a Member in the event of the Member suffering Permanent Incapacity, Temporary Incapacity or a Terminal Medical Condition or to be paid to one or more of the Dependants or the Legal Personal Representative of a deceased Member;
  - (x) to pay to or for the benefit of any Member, Beneficiary or former Member including augmentation of an Accumulation Account or Pension Account or on any other basis that does not breach the Relevant Law; and
  - (xi) for any other purpose determined by the Trustee which does not breach the Relevant Law and which is not inconsistent with trust law.

## **15.6 Adjustment to Accumulation or Pension Account**

In determining the amount standing to the credit of an Accumulation Account or Pension Account at the time a Benefit is calculated or becomes payable, the Trustee must make such adjustment (up to the date of payment) reflecting the Fund Earning Rate then applying as, in its discretion, it considers equitable, and in accordance with the Relevant Law. The Income Account must be debited or credited accordingly.

**15.7 Other Accounts**

The Trustee may from time to time establish such other accounts as it considers necessary or convenient for the proper administration of the Fund or as required by the Relevant Law.

**15.8 Valuation of the Fund**

- (a) At the end of each Fund Year and at such other times as the Trustee considers appropriate, or as the Relevant Law requires, the Trustee shall:
  - (i) make a valuation of all assets of the Fund (including the value of any Policy held by the Fund) at that date; and
  - (ii) determine whether there is a surplus or deficiency which it is equitable to transfer to the Income Account or the relevant sub-account referred to in rule 4.5(d).
- (b) The value so determined in respect of each asset must then be reflected in the balance sheet and other accounts of the Fund.

**16 FUND RECORDS, DISCLOSURE AND INVESTIGATION****16.1 Receipt and Payment of Money**

All money of the Fund must be lodged as soon as practicable to the credit of:

- (a) an account in the name of the Fund kept with a bank or other authorised deposit-taking institution as determined from time to time by the Trustee;
- (b) an Insurer for the payment of premiums; or
- (c) the trust account of a solicitor, accountant or Investment Manager appointed under these Governing Rules.

**16.2 Issue of Receipts**

A receipt given on behalf of the Fund by the Trustee or any other person who may from time to time be authorised by the Trustee in writing to receive any money of the Fund is a sufficient discharge of the person by whom the money is paid in respect of the amount paid.

**16.3 Records and Accounts to be Kept**

The Trustee must arrange for:

- (a) the keeping of accounts of all money received into and disbursed from the Fund and of all dealings in connection with such money;
- (b) the collection and prompt payment into an authorised account of the Fund or the otherwise appropriate dealing with all money due to the Fund;
- (c) the keeping and safe-custody of all records, books, accounts, minutes, reports and other documentation as may be required by the Relevant Law or otherwise in proper order, and the retention of such records, books, accounts, minutes, reports and documents for such period as is required by the Relevant Law;
- (d) the preparation of Financial Statements and such other or additional accounts and statements in respect of each Fund Year as are required by the Relevant Law; and

- (e) the preparation and lodgement of an annual return to the Regulator and of such other certificates, statements, forms, documents and information in such manner and within the time required by the Relevant Law.

#### **16.4 Audit**

The Trustee must:

- (a) make suitable arrangements for the auditing of the Financial Statements and other accounts, books and relevant records of the Fund by the Auditor annually or at such other times as required by the Relevant Law; and
- (b) obtain from the Auditor such certificates, statements, forms and other documents at such time and in such form as required by the Relevant Law.

#### **16.5 Disclosure and Reporting Requirements**

The Trustee must arrange to provide to:

- (a) any Member and Beneficiary;
- (b) the Regulator;
- (c) any court;
- (d) any Actuary;
- (e) any Auditor; and
- (f) any other persons specified in the Relevant Law,

such information or documentation, at such time and in such manner as is required by the Relevant Law.

### **17 PAYMENT OF TAXATION AND LEVIES**

#### **17.1 Tax on Contributions and Shortfall Components**

The Trustee or, with the agreement of the Trustee, any other appropriate organisation, may deduct any Taxation payable in relation to a Contribution or Shortfall Component prior to the Contribution or Shortfall Component being credited to the Accumulation Account of the Member. Where such Taxation has been deducted from a Contribution or Shortfall Component a reference to the crediting of the Contribution or Shortfall Component to an Accumulation Account means the crediting of the net Contribution or Shortfall Component after the deduction of such Taxation.

#### **17.2 Surcharge**

The Trustee may make provision for and may deduct any surcharge or other amount of whatever description levied on the Fund, pursuant to the Superannuation Contributions Tax (Assessment and Collection) Act 1997 and related legislation (including any applicable provisional or advance payments required under that legislation).

#### **17.3 Tax on Income**

The Trustee may make provision for and may deduct any Taxation payable in relation to the taxable income of the Fund not otherwise deducted under this rule 17 from the Income Account or the Accounts of Members.

The Trustee may, if the Trustee so determines, deduct any amount calculated as a Provision for Deferred Income Tax from the Income Account or the Accounts of Members and record such amount as a liability of the Fund in the Financial Statements

of the Fund, regardless of the degree of certainty that the amount calculated will be payable by the Fund in future.

The Trustee may, if the Trustee so determines, add any amount calculated as a Future Income Tax Benefit to the Income Account or the Accounts of Members and record such amount as an asset of the Fund in the Financial Statements of the Fund, despite the fact that it will not generate investment income and regardless of the degree of certainty that the amount calculated will be received by the Fund in future.

#### **17.4 Tax on Benefits**

The Trustee or, with the agreement of the Trustee, any other appropriate organisation, may deduct from any Benefit payable to any Member or Beneficiary under these Governing Rules any Taxation required to be deducted (or such Taxation as the Trustee considers is required to be deducted) from it.

#### **17.5 Payment to Relevant Authority**

The Trustee must pay all Taxation and any Levy which is due and payable by the Fund, to the relevant authorities within the required time for payment.

### **18 CONTRIBUTIONS TO FUND**

#### **18.1 Member and Employer Contributions**

A Member, Employer or other eligible person or entity may, subject to any Contributions Cap under the Relevant Law which applies so as to prohibit or restrict the contribution of an amount, contribute to the Fund in respect of a Member such amount and in such manner and at such times as each of them in their absolute and uncontrolled discretion determines.

#### **18.2 Contributions in Cash or in Specie**

Any Contributions made by or in respect of a Member may be made to the Trustee either in cash or by transfer of an asset or assets provided that:

- (a) the assets transferred must be authorised investments as set out in rule 4.1; and
- (b) any transfer of an asset under this rule 18.2 must only be made on the terms and conditions permitted under the Relevant Law.

#### **18.3 No Obligation to Contribute**

In the absence of any agreement to the contrary, a Member is not under any obligation to make a Contribution to the Fund in respect of any Fund Year and a Member may remain a Member notwithstanding that a Contribution is not made in respect of that Member in respect of any Fund Year.

#### **18.4 Acceptance of Contributions**

Subject to this rule 18, the Trustee may accept any Contribution or Shortfall Component made by or in respect of a Member that is permitted by the Relevant Law, but must not accept any amount:

- (a) if the Regulator so directs;
- (b) if the amount is received from or on behalf of a Member, but is not a Contribution made by an Employer in respect of the Member, if the Member's Tax File Number has not been quoted to the Trustee as required under the Relevant Law;



- (c) to the extent that the amount exceeds a Contributions Cap applying under the Relevant Law, which Contributions Cap applies so as to prohibit or restrict the acceptance of any amount or part thereof by the Trustee; or
- (d) to the extent that a Member is not permitted to make, or the Trustee is not permitted to accept, a Contribution because the Total Superannuation Balance of that Member exceeds the limit at which certain types of Contributions may be accepted by the Trustee.

#### **18.5 Ineligible Contributions**

If the Trustee ascertains at any time that an amount or part thereof has been received by the Trustee which the Trustee is not permitted to accept under this rule 18, the Trustee must refund such amount (in whole or in part as the case requires) within any time period which may be required by the Relevant Law, less any:

- (a) charge which an Insurer may have made in respect of any extra cover which it has provided in relation to the relevant amount; and
- (b) reasonable administration and transaction charges,

in each case to the extent permitted under the Relevant Law, and the Benefits held for the Member in the Fund shall be those which would have been held if such amount had not been received. The Trustee shall hold all amounts received which the Trustee is not permitted to accept under this rule 18, pending their refund, as a bare trustee for the person entitled to such refund and no such amount, regardless of the manner in which it is held, invested or applied by the Trustee pending its refund by the Trustee, shall form part of the Fund.

#### **18.6 Spouse and Other Contributions**

The Trustee may accept Contributions in any form permitted by the Relevant Law made to the Fund in respect of the Member and, without limiting the generality of this rule 18.6, accept Contributions by the Spouse of a Member or from the trustee of a Complying Superannuation Fund of which the Spouse of a Member is a member, where such Contributions result from a Contribution Split by the Spouse in favour of the Member, notwithstanding that the Spouse may also be a Member in their own right.

#### **18.7 Must Allocate Contributions**

The Trustee must allocate Contributions to Members within 28 days of the end of the month in which the Contribution is received or such longer period as is reasonable in the circumstances.

#### **18.8 Refund of Excess Contributions**

The Trustee must pay any amount stated in a Release Authority, signed by the Member named in the Release Authority, for the repayment of excess Contributions to the Commissioner or to any other person or entity as directed in the Release Authority, including any additional amounts such as penalties or other levies as included in the Release Authority.

### **19 TRANSFERS AND ROLL-OVERS TO APPROVED BENEFIT ARRANGEMENTS**

#### **19.1 Request for Transfer or Roll-Over to Approved Benefit Arrangement**

Where a Member is a member of or is eligible to join any Approved Benefit Arrangement and requests:

- (a) the transfer of the whole or part of his or her Benefit Entitlement; or

- (b) the roll-over of the whole or part of his or her Benefit,

then the Trustee must transfer the whole or any part of the amount in the Fund representing the relevant Benefit Entitlement or Benefit to the trustee of the Approved Benefit Arrangement or, where the Approved Benefit Arrangement is the Fund, to another account maintained in the Fund for the Member, provided that a transfer or roll-over may only be made under this rule 19.1 where the Trustee is satisfied that the transfer or roll-over is permitted by, and is made in accordance with, the Relevant Law.

### **19.2 Amount of Transfer**

The amount of a Member's Benefit Entitlement to be transferred under rule 19.1 must not, subject to rule 28, exceed the amount standing to the credit of the relevant Member's account.

### **19.3 Effect, Method and Timing of Transfer or Roll-Over**

- (a) The Member must effect and execute any documentation required by the Relevant Law or otherwise notified to the Member by the Trustee as being necessary or desirable to enable the Trustee to complete the transfer or roll-over of a Roll-Over Superannuation Benefit to the Approved Benefit Arrangement or to another account within the Fund in accordance with the Relevant Law.
- (b) Upon receipt of a Member's request for a transfer or roll-over under rule 19.1, the Trustee must transfer or roll-over the relevant amount as soon as practicable and in any case within such period as is required by the Relevant Law.
- (c) The receipt of a transfer or roll-over of a Roll-Over Superannuation Benefit by the proper officer of the Approved Benefit Arrangement will constitute a complete discharge of the Trustee of all liabilities in respect of the transferred or rolled-over amount and the Trustee has no responsibility to see to the application of the transferred or rolled-over amount.
- (d) On the transfer or roll-over of a Roll-Over Superannuation Benefit in respect of a Member under this rule 19 to an Approved Benefit Arrangement other than the Fund, all the rights and interest of that Member under these Governing Rules (and all the rights and interest of any person otherwise entitled to claim in respect of the Member or on the occurrence of any event or circumstances affecting the Member) in respect of the amount transferred or rolled-over are entirely extinguished.

### **19.4 Contribution Split**

The Trustee must give effect to a Contribution Splitting Application lodged by a Member if such application specifies the matters required in such an application under the Relevant Law and is not an invalid application for the purposes of the Relevant Law.

## **20 TRANSFERS AND ROLL-OVERS WITHOUT CONSENT**

### **20.1 Successor Fund Transfers**

Subject to rule 20.2, the Trustee may transfer the whole or part of a Member's Benefit Entitlement to an Approved Benefit Arrangement without the request or consent of the Member where the Approved Benefit Arrangement is a successor fund within the meaning of the Relevant Law. The Trustee may transfer the Member's Benefit Entitlement to such an Approved Benefit Arrangement whether or not the Member is at the time of the transfer a participant in that Approved Benefit Arrangement.

## **20.2 Eligible Roll-Over Funds**

In accordance with the Relevant Law the Trustee may, without the request or consent of a Member, and, where required by the Relevant Law, the Trustee must:

- (a) transfer a Member's Benefit Entitlement or roll-over a Member's Benefit to an Eligible Roll-Over Fund; and
- (b) provide any information to the trustee of the Eligible Roll-Over Fund at such time and in such manner as required by the Relevant Law.

## **21 TRANSFERS AND ROLL-OVERS FROM APPROVED BENEFIT ARRANGEMENTS**

### **21.1 Transfer or Roll-Over of Benefit Entitlements or Benefits**

Where a Member is a member of any other Approved Benefit Arrangement the Trustee may by resolution acquire by transfer or roll-over from the trustee of the other Approved Benefit Arrangement the whole or any part of the assets of the Approved Benefit Arrangement or the interest of any person who is a participant or former participant in that Approved Benefit Arrangement with the intent of preserving the rights, entitlements and interests of the member of the Approved Benefit Arrangement at the time of the transfer or roll-over.

### **21.2 Rights and Entitlements in Transferred Benefit Entitlements or Benefits**

The Trustee must hold any amounts transferred or rolled over in accordance with rule 21.1 as part of the Fund and reflect such equivalent rights, entitlements and interests in the particular Member's Accumulation Account or Pension Account as existed in the other Approved Benefit Arrangement and are required pursuant to the terms on which the transfer or roll-over was effected and, if the Trustee so determines, the Member may be deemed to have become a Member on the date the Member became a member of the Approved Benefit Arrangement from which the Benefit Entitlement or Benefit was transferred or rolled over.

## **22 FORFEITURE OF BENEFIT ENTITLEMENTS**

### **22.1 No Recognition of Assignment or Charge**

The Trustee shall not recognise an assignment or charge of a Benefit Entitlement which is prohibited under the Relevant Law, and may in its absolute discretion recognise or decline to recognise an assignment or charge of a Benefit Entitlement which is permitted under the Relevant Law.

### **22.2 Accumulation Account Residue**

Subject to the Relevant Law, any Member or former Member:

- (a) who has been paid all Benefits which the Trustee considers should be paid under the provisions of these Governing Rules or all Benefits which the Trustee is able to pay to or in respect of the Member or former Member under the Relevant Law; and
- (b) who has a residual amount standing to the credit of their Accumulation Account,

forfeits such amount and such amount must be dealt with as a forfeited Benefit Entitlement.

### **22.3 Forfeiture Account**

- (a) The Trustee has power at any time to establish a Forfeiture Account and must transfer to the credit of a Forfeiture Account any amounts forfeited under rule 22.2 or otherwise forfeited in accordance with these Governing Rules.
- (b) Any money held in a Forfeiture Account does not form part of any Accumulation Account and any income derived by the Fund on the money held in the Forfeiture Account must be credited back to the Forfeiture Account.
- (c) A Forfeiture Account must be applied in accordance with the remaining provisions of this rule 22.

### **22.4 Application of Forfeited Benefit Entitlements**

The Trustee must pay or apply any amounts which have been forfeited and are held in a Forfeiture Account in any one or more of the following ways:

- (a) to or for the benefit of the Member who forfeited the amount (as the case requires) or to the Dependants of the Member or any one or more of them in such proportions between them and on such terms as the Trustee may from time to time in its absolute discretion determine;
- (b) to the trustee of the estate of the Member who forfeited the amount;
- (c) to or for the benefit of the Member who forfeited the amount (as the case requires) or to the Dependants of the Member to assist in the event of financial hardship, sickness, accident or other misfortune causing hardship;
- (d) to or for the benefit of other Members or their Dependants who have rights to receive Benefits from the Fund;
- (e) for the provision to other Members or their Dependants of additional Benefits on a basis that does not breach the Relevant Law and is reasonable having regard to all the circumstances;
- (f) for crediting to a Reserve Account to be applied in accordance with rule 15.5;
- (g) for any other purpose approved in writing by the Regulator,

provided that the Trustee may only apply amounts which have been forfeited in such circumstances, in such manner and at such times as are in accordance with the Relevant Law. For the purposes of this rule 22.4, Member includes former Member.

## **23 POLICIES OF ASSURANCE**

### **23.1 Trustee may Effect or Acquire Policy**

The Trustee may effect separate Policies with an Insurer and may secure the Benefit of a Member by means of an individual Policy or Policies or a group Policy or Policies or partly in one way and partly in another.

The Trustee may otherwise acquire one or more Policies in respect of a Member provided such acquisition is not prohibited under the Relevant Law.

If the Trustee has effected or acquired one or more Policies in respect of a Member who has subsequently become a former Member, the Trustee may continue to maintain such Policy or Policies for as long as it considers the maintenance of such Policy or Policies to be of benefit to the current Members or their Dependants and provided that doing so complies with the Relevant Law.

The Trustee is not responsible or liable to a Member or former Member, their Legal Personal Representative or Dependants should the Trustee determine not to exercise the power to effect, acquire or maintain such Policy or Policies.

### **23.2 Trustee Required to Effect Policy**

Notwithstanding anything in rule 23.1, where:

- (a) the Trustee has informed a Member that a Policy of a specified type (including the quantum of cover) will be effected or acquired in respect of the Member, the Trustee must effect or acquire such Policy unless the Member requests the Trustee in writing not to effect or acquire such Policy; or
- (b) a Member requests the Trustee in writing to effect or acquire a Policy of a specified type (including the quantum of cover) in respect of the Member, and the Trustee agrees to effect or acquire such Policy on the basis that to do so is in the best interests of the Member or the Dependants of the Member, the Trustee must effect or acquire such Policy unless the Member by written notice to the Trustee withdraws, cancels or alters the Member's original request,

provided always that the Trustee is able to obtain such Policy or Policies in respect of the Member either at all or at a cost that the Trustee considers to be reasonable.

### **23.3 Premiums for Policy**

The premiums for any Policy effected, acquired or maintained may be, provided that doing so complies with the Relevant Law, debited to the Income Account, directly to the Accumulation Account or a Pension Account of the Member in respect of whom the Policy is effected, acquired or maintained, directly to the Accumulation Account or a Pension Account of another Member, including for the purposes of holding cross insurance, directly to a Reserve Account or alternatively in such proportions among Members as the Trustee considers to be equitable.

### **23.4 Limitations on Policy**

Where a Policy is being effected by the Trustee in respect of a Member and an Insurer refuses to insure a Member or seeks to impose any limitations or special conditions in respect of a Member then notwithstanding the Benefits which may be payable under these Governing Rules in respect of the Member, the Trustee may impose such limitations or special conditions in respect of the Benefits otherwise payable in the event of the death or the disablement of the Member as it may determine.

### **23.5 Endowment or Whole of Life Policy**

Where all or any of the Member's Contributions have been applied towards an endowment or whole of life Policy, then the Member's Benefit Entitlement means, in relation to those Contributions and any net earnings which would but for this rule 23.5 be applicable to them, the surrender value of such endowment or whole of life Policy.

### **23.6 Self-Insurance**

Unless permitted under the Relevant Law, the Trustee must not commence or maintain a self-insurance reserve.

## **24 TREATMENT OF PRESERVED BENEFITS**

Notwithstanding any other provision of these Governing Rules, any Preserved Payment Benefits held by the Trustee which under the Relevant Law are not permitted to be paid out to the Member may, at the discretion of the Trustee, be dealt with in accordance with rule 19, or retained in the Fund subject to rules 25 and 27.

**25 PAYMENT OF PRESERVED AMOUNTS**

Notwithstanding any other provision of these Governing Rules, the Trustee may determine to pay a Member, Dependant of a Member, the trustee of a Superannuation Proceeds Trust or any other person or entity entitled to receive Benefits under the Relevant Law, any Benefit which is a Preserved Payment Benefit on the Member attaining the Payment Age, Retiring from Employment, in the event of Permanent Incapacity, a Terminal Medical Condition, the death of the Member or in other circumstances permitted or required by the Relevant Law.

**26 PAYMENT OF NON-PRESERVED AMOUNTS**

Notwithstanding any other provision of these Governing Rules which may be construed to the contrary:

**(a) Member Election**

a Member may elect at any time to withdraw the whole or any part of their Non-Preserved Amount by giving notice to the Trustee in such form and manner as may be determined by the Trustee from time to time;

**(b) Minimum Payment**

the minimum Non-Preserved Amount which may be withdrawn by a Member under rule 26(a) must be determined by the Trustee and notified to Members.

**27 COMPULSORY PAYMENT OF BENEFITS**

Notwithstanding any other provision of these Governing Rules which may be construed to the contrary, the Benefit Entitlement of a Member must be cashed, or commence to be cashed within the meaning of the Relevant Law, as soon as practicable after the date on which the Relevant Law requires such Benefit Entitlement to be cashed or to be commenced to be cashed.

**28 BENEFIT AUGMENTATION**

Prior to payment of a Benefit, the Trustee may determine to pay some part of the Reserve Account under rule 15.5(c)(x) to the Member's Accumulation Account for purposes of the payment of a Benefit.

**29 DEALING WITH BENEFITS****29.1 Payment of Benefits**

Where a Member or Beneficiary is eligible to receive payment of a Benefit under rules 32, 33.1, 34 (subject to rules 34.10(a) and 34.10(b)), 35 or 36.1(d) the Benefit may be paid as:

- (a) one or more lump sums;
  - (b) one or more Income Streams;
  - (c) a combination of one or more lump sums and one or more Income Streams,
- unless the Benefit must be provided in some other manner under the Relevant Law.

**29.2 Retention of Benefits**

The Trustee may in its absolute discretion retain all or any part of any Benefit payable in the Fund provided, however, that all Benefits must be paid at such time and in such

manner as required by the Relevant Law. At its discretion and as required by the Relevant Law, the Trustee may pay Benefits upon:

- (a) **Death**  
the Member dies, in which case it must be paid in accordance with rule 34;
- (b) **Payment Otherwise Required**  
the payment of the Benefit is required in accordance with the provisions of these Governing Rules or the Relevant Law; or
- (c) **Discretion**  
the Trustee elects in its absolute discretion to pay the Benefit to the Member or Beneficiary.

### **30 PAYMENT OF BENEFITS - GENERAL**

#### **30.1 Address for Benefits**

Benefits are payable at the principal office for the time being of the Trustee or otherwise as may be determined by the Trustee and advised to the Member or Beneficiary. The Trustee may forward the Benefits to the postal address or bank account of the Member or Beneficiary last notified to the Trustee or to such other place as the Trustee may determine.

#### **30.2 Notification of Address**

Every Member, Beneficiary, or person to whom a Benefit is payable on behalf of or for the benefit of a Member or Beneficiary, must (except where no further Benefit is payable from the Fund) notify the Trustee in writing or by Electronic Communication at the time the Benefit becomes payable and immediately after the Member or Beneficiary changes address of:

- (a) the place of residence of the Member or Beneficiary and the full postal address of that residence; and
- (b) the bank account (if any) to which the Member or Beneficiary requests that the Benefit be paid.

#### **30.3 Receipt for Benefits**

Any person to whom a Benefit is payable must, if requested, furnish the Trustee with a receipt and release in the form required by the Trustee.

#### **30.4 Notification of Claims and Proofs**

Where a Benefit is payable on death of a Member and is not subject to payment under a Binding Death Benefit Nomination, Reversionary Pension Nomination, Death Benefit Rule or some other binding direction, the Trustee may notify:

- (a) any known Dependants or any other person who the Trustee reasonably believes may have an entitlement to or an interest in the Benefit; and
- (b) in any other case, such persons as the Trustee reasonably believes may have an entitlement to or interest in the Benefit,

in writing or by Electronic Communication of the period within which the person may seek to claim an entitlement to the Benefit. The Trustee may request such information and other evidence it reasonably requires in order to determine the person or persons to whom payment of part or all of the Benefit will be made under these Governing Rules.

**30.5 Notification Outside Time Limit**

Where the Trustee has notified a person that they may have an entitlement to or an interest in the Benefit, and the person has failed to notify the Trustee of a claim or of their intention to make a claim within the period notified by the Trustee under rule 30.4, no payment may be made to the person unless the Trustee is satisfied that such a payment may be made from the Fund in accordance with these Governing Rules and the Relevant Law.

**30.6 No Personal Claim**

No Member or person claiming through a Member or on behalf of a Member or as the Dependant of a Member is entitled to require payment of that Member's interest in the Fund except as may be provided in these Governing Rules.

**30.7 Payment to Others on Behalf of Members and Beneficiaries**

When any Member or Beneficiary is under the age of 18 years or is under any legal disability or in the opinion of the Trustee it would be in the best interests of the Member or Beneficiary, the Trustee may pay all or part of any Benefit in such one or more of the following ways as the Trustee may determine:

- (a) to or towards the maintenance, education, advancement, support or benefit of the Member or Beneficiary in such manner and on such terms and conditions as the Trustee determines; or
- (b) to any other person who appears to the Trustee to be a trustee for the Member or Beneficiary or Spouse, Child, parent or guardian, including a trustee of a Superannuation Proceeds Trust, or a person having custody of the Member or Beneficiary for application on behalf of the Member or Beneficiary,

and the receipt by the person to whom the Benefit is paid is a complete discharge of the Trustee for the payment in respect of the Member or Beneficiary and the Trustee is not bound or concerned to see to the application of the Benefit so paid.

**30.8 Unclaimed Benefits**

The Trustee must give to the Regulator a statement of Unclaimed Benefits and pay any Unclaimed Benefits to the Regulator at such time and in such manner as required by the Relevant Law.

**30.9 Death of Member Prior to Benefit Payment**

Where a Member has become entitled to receive a Benefit as a Superannuation Lump Sum and before payment has been made by the Trustee, the Member dies, the Trustee may pay that Benefit in accordance with the provisions of rule 34.

**30.10 Limitation on Benefit Payments**

Notwithstanding any other provision of these Governing Rules the Trustee must not pay any Benefits to Members, Dependents or Beneficiaries where such payment would cause the Fund to breach the Relevant Law.

**31 TRANSFER IN SPECIE****31.1 Transfer of Investments**

To the extent permitted under the Relevant Law, the Trustee may, with the consent of a Member or Beneficiary:

- (a) to whom a Benefit is payable; or



- (b) in respect of whom a transfer of a Benefit Entitlement or roll-over of a Benefit under rule 19 is to be made,

transfer or roll-over investments of the Fund of equivalent value to the Member or Beneficiary or to the trustee of the Approved Benefit Arrangement in lieu of paying the whole or part of the amount otherwise payable under the provisions of these Governing Rules.

### **31.2 Transfer of Policy**

Where:

- (a) a Member or a Beneficiary is entitled to be paid a Benefit; or  
 (b) the Trustee in its discretion determines to pay a Benefit to a Member, a Beneficiary or the Dependants of the Member including any interest in a Policy of any kind on the life of the Member,

the Trustee may, in its absolute discretion and in lieu of surrendering such Policy, assign the Policy to such Member or Beneficiary or to the Dependants or to such one or more of them to the exclusion of the other or others as the Trustee in its discretion may determine, and

- (c) the value of such Policy as at the date of assignment must be debited to the relevant Member's Accumulation Account or Pension Account; and  
 (d) the Trustee will not be liable to pay any premiums which may become due and payable under the Policy to the extent that they relate to the period after the date of the assignment.

### **31.3 No Beneficial Interest**

Subject to the provisions of this rule 31 and rules 4.5 and 4.6, no Member or Beneficiary may have or acquire any beneficial or other interest in a specific asset of the Fund or the assets of the Fund as a whole while such asset or assets remain subject to the provisions of these Governing Rules.

## **32 RETIREMENT AND ATTAINMENT OF PAYMENT AGE**

Where a Member:

- (a) retires from Employment; or  
 (b) attains the Payment Age,

and the Member requests that a Benefit be paid, then such Member may be paid the amount standing to the credit of the Member's Accumulation Account as at the date on which payment is made, or such part of such amount as the Member requests.

Such Benefit may be paid as a lump sum or Income Stream (or combination) as provided in rule 29.1.

## **33 INCAPACITY**

### **33.1 Permanent Incapacity**

In the event that a Member suffers, in the opinion of the Trustee, Permanent Incapacity and requests that a Benefit be paid, then such Member may be paid by the Trustee a Benefit equal to the full amount standing to the credit of the Member's Accumulation Account as at the date on which payment is made, or such part of such amount as the Member requests.

Such Benefit may be paid as a lump sum or Income Stream (or combination) as provided in rule 29.1.

### **33.2 Temporary Incapacity**

- (a) In the event that a Member suffers, in the opinion of the Trustee, Temporary Incapacity and requests that a Benefit be paid under this rule 33.2, then such Member may be paid by the Trustee a non-commutable income stream equal to:
- (i) in the case of a Member in respect of whom the Trustee receives an income Benefit under a Policy effected or acquired in relation to Temporary Incapacity, the amount payable to the Trustee as a result of the Temporary Incapacity of the Member under the Policy; and
  - (ii) in respect of any other Member, an income Benefit determined by the Trustee provided that the total income Benefit received by the Member may not reduce the Member's Benefit Entitlement and any payment of an income Benefit under this rule 33.2 is subject to the limitations contained in the Relevant Law.
- (b) A Member ceases to suffer Temporary Incapacity in the event that the Member:
- (i) ceases to satisfy the definition of Temporary Incapacity;
  - (ii) attains the Payment Age; or
  - (iii) becomes entitled to another Benefit payable under these Governing Rules.
- (c) Any income Benefit under this rule 33.2 must:
- (i) in the case of a Benefit payable under a Policy, be paid in accordance with, and will cease in the circumstances set out in the Policy; and
  - (ii) in any other case, be paid in the manner and in circumstances determined by the Trustee for this purpose from time to time,
- and comply with the requirements of the Relevant Law.

## **34 DEATH**

### **34.1 Binding Death Benefit Nomination**

A Member may Provide to the Trustee one or more Binding Death Benefit Nominations requiring that the Trustee pay Benefits arising on the death of the Member to a person or persons specified in the Binding Death Benefit Nomination or Nominations, being the Legal Personal Representative and/or one or more of the Dependants of the Member and/or the trustee or trustees of one or more Superannuation Proceeds Trusts for the benefit of one or more Dependants and in such manner or form specified in the Binding Death Benefit Nomination or Nominations.

The Trustee will be bound to act in accordance with the directions contained in a valid Binding Death Benefit Nomination provided that the person or persons specified in the Binding Death Benefit Nomination are the Legal Personal Representative and/or one or more of the Dependants of the Member at the death of the Member and/or the trustee or trustees of one or more Superannuation Proceeds Trusts for the benefit of one or more Dependants.

The manner or form specified in the Binding Death Benefit Nomination may, without limitation, include requirements that a portion of the Benefits be paid as one or more

lump sums, including by transfer of nominated assets in-specie to one or more specified Beneficiaries, or as one or more Pensions, including requirements as to the terms and conditions of such Pensions.

A Binding Death Benefit Nomination may contain directions concerning the payment of Benefits in the event that a nominated Dependant is not living at the death of the Member, is living but is not a Dependant of the Member on the death of the Member or, for some other reason, is unable to receive their nominated entitlement.

A Binding Death Benefit Nomination will not fail in its entirety by virtue of the fact that a portion of the instructions contained in the Binding Death Benefit Nomination cannot be met by the Trustee.

Any portion of a Binding Death Benefit Nomination which cannot be met by the Trustee must be distributed by the Trustee as if no Binding Death Benefit Nomination existed in respect of that portion of the Benefits of the deceased Member.

A Binding Death Benefit Nomination must meet the requirements set out in rule 34.2.

### **34.2 Form and Receipt of Binding Death Benefit Nomination**

To be valid, a Binding Death Benefit Nomination must:

- (a) be in writing; and
- (b) be signed and dated by the Member in the presence of two witnesses who are aged 18 years or over, neither of whom are Dependents nominated in the Binding Death Benefit Nomination, nor Legal Personal Representatives of the Member; and
- (c) contain a dated and signed declaration by the witnesses stating that the Binding Death Benefit Nomination was signed by the Member in their presence; and
- (d) be received on behalf of the Trustee:
  - (i) where the Trustee is comprised of Individual Trustees, by at least one Individual Trustee; or
  - (ii) where the Trustee is a Constitutional Corporation, by at least one Director of the Trustee,

including by the Member acting as either an Individual Trustee or Director of the Trustee; and

- (e) be Provided to the Trustee:
  - (i) during the lifetime of the Member; or
  - (ii) as soon as practicable following the death of the Member,

provided that, if the Trustee has commenced to pay Benefits arising on the death of the Member before presentation of the Binding Death Benefit Nomination to the Trustee, such payment or payments, so long as they are made in accordance with these rules, will not be required to be reclaimed by the Trustee and will be treated as if that payment or those payments were excluded from the Binding Death Benefit Nomination.

### **34.3 Death Benefit Rule**

A Member or Beneficiary may request the Trustee by written notice Provided to the Trustee that the Trustee establish a Death Benefit Rule requiring the Trustee to pay Benefits arising on the death of the Member to a person or persons specified in the notice, being the Legal Personal Representative and/or one or more of the

Dependants of the Member, and in such manner or form specified in the notice. The manner or form specified in the notice may, without limitation, include requirements that the Benefits be paid as a lump sum or as a Pension and requirements as to the terms and conditions of such Pension. The Trustee may in its absolute discretion determine whether or not to establish a Death Benefit Rule as so requested by a Member. If the Trustee determines to establish a Death Benefit Rule as requested by a Member, it may do so in any manner allowed for the variation of these Governing Rules under rule 42.1, and such Death Benefit Rule will thereupon be taken to form part of these Governing Rules and the Trustee will be bound, subject to the Relevant Law, to act in accordance with that Death Benefit Rule.

If the provisions of a Death Benefit Rule requested by a Member conflict with the provisions of one or more Binding Death Benefit Nominations or one or more Reversionary Pension Nominations in respect of that Member's Benefits, the provisions of the Death Benefit Rule will apply to the exclusion of any other nomination to the extent that the provisions of the Death Benefit Rule conflict with any such other nomination.

#### **34.4 Reversionary Pension and Binding Death Benefit Nominations**

A Binding Death Benefit Nomination will not apply to Benefits which are being paid to a Member at the time of death of the Member in the form of a Pension, to the extent that the Trustee is required under these Governing Rules to pay such Pension to any Reversionary Beneficiary of the Member who is a Dependant of the Member at the time of death of the Member, and who is a person who is eligible to be paid a Benefit in the form of a Pension under the Relevant Law.

#### **34.5 Non-Binding Death Benefit Nomination**

A Member may Provide to the Trustee a written nomination, in the form set out in Schedule B or in such other form as is prescribed or accepted by the Trustee, stating how the Member wishes the Trustee to pay Benefits arising on the death of the Member among the person or persons specified in the nomination, being the Legal Personal Representative and/or one or more of the Dependants of the Member.

#### **34.6 Non-Lapsing Binding and Non-Binding Death Benefit Nominations**

A Binding or Non-Binding Death Benefit Nomination will not lapse by reason only of the passage of time.

#### **34.7 Revocation or Amendment of Binding and Non-Binding Death Benefit Nominations**

- (a) A Member may by notice in writing Provided to the Trustee at any time revoke a Binding or Non-Binding Death Benefit Nomination.
- (b) A Member may at any time Provide to the Trustee a subsequent Binding or Non-Binding Death Benefit Nomination, and the receipt of such subsequent nomination shall, unless the subsequent Binding or Non-Binding Death Benefit Nomination contains instructions to the contrary, revoke a prior nomination Provided to the Trustee.
- (c) A Member may at any time Provide to the Trustee multiple Binding or Non-Binding Death Benefit Nominations which, provided each contains directions that they are to apply in conjunction with the other or others, shall not revoke those nominations applying in conjunction. In that event, unless the nominations contain instructions to the contrary, those nominations will revoke any prior nominations Provided to the Trustee.

### **34.8 Benefits and Anti-Detriment Payments**

On the death of a Member the Trustee must pay the full amount standing to the credit of the Member's Accumulation Account as at the date on which payment is made in accordance with the provisions of rule 34. The Trustee may, subject to the Relevant Law, and in its discretion increase any lump sum Benefit paid on the death of the Member by payment of an Anti-Detriment Payment, but only to the extent that the Trustee is satisfied that:

- (a) the date of death of the Member was prior to 1 July 2017 and the Benefit payment will be made prior to 1 July 2019;
- (b) it will be entitled to a tax deduction in respect of such Anti-Detriment Payment;
- (c) sufficient funds are available to make such Anti-Detriment Payment; and
- (d) such payment would not disadvantage any other Member or Beneficiary of the Fund.

### **34.9 Interim Benefit Payment**

Where a Dependant or Legal Personal Representative of a Member is to receive any Benefit from the Fund, the Trustee may pay the Benefit, subject to the Relevant Law, in the form of one or more interim lump sums and a final lump sum.

### **34.10 Payments to Dependants, Legal Personal Representatives or Other Persons**

On the death of a Member the Trustee must:

- (a) if required by a Reversionary Pension Nomination in respect of one or more Pensions payable to the Member, Provided by the Member to the Trustee at or about the commencement of the Pension or Pensions or during the course of the Pension or Pensions, or a Binding Death Benefit Nomination Provided by the Member to the Trustee, or pursuant to a Death Benefit Rule, pay or apply the Benefit in accordance with that Reversionary Pension Nomination, Binding Death Benefit Nomination or Death Benefit Rule; and
- (b) if the Member had not Provided a Reversionary Pension Nomination or a Binding Death Benefit Nomination to the Trustee, or there is no relevant Death Benefit Rule in place, or to the extent that a Reversionary Pension Nomination or a Binding Death Benefit Nomination Provided by the Member to the Trustee is not in effect or cannot be given effect under the Relevant Law, or to the extent that a relevant Death Benefit Rule established by the Trustee cannot be given effect under the Relevant Law, pay or apply the Benefit to or for the benefit of one or more of the Member's Dependants and Legal Personal Representative in such proportions, form, manner and at such times as the Trustee, in its discretion, and taking into account the provisions of any Non-Binding Death Benefit Nomination Provided by the Member to the Trustee, determines from time to time; and
- (c) if, when ascertaining the Member's Dependants, the potential Dependants include one or more Spouses, the Trustee may apply the tests set down in section 4AA of the Relevant Family Law, in its absolute discretion, to determine whether the deceased Member had been living with any of those potential Spouses as a couple on a genuine domestic basis; and
- (d) if there are no Dependants and there is no Legal Personal Representative:
  - (i) pay or apply the Benefit for the benefit of such Relatives of the Member or other persons as the Trustee determines, in such

proportions, form, manner and at such times as the Trustee determines; or

- (ii) if there are no such Relatives or other persons, deal with the Benefit as though it were a forfeited benefit in accordance with rules 22.3 and 22.4, or as otherwise required under the Relevant Law.

#### **34.11 Settlement of Superannuation Proceeds Trust**

On the death of a Member the Trustee must, if required by a Binding Death Benefit Nomination Provided by the Member to the Trustee or pursuant to a Death Benefit Rule or, if the Member had not Provided a Binding Death Benefit Nomination to the Trustee, or if there is no relevant Death Benefit Rule in place, at the discretion of the Trustee to pay Benefits in respect of some or all of the Dependants of a deceased Member by way of settlement on the trustee or trustees of one or more Superannuation Proceeds Trusts, either in existence or to be established by the Trustee for the purposes of receiving and holding those Benefits.

#### **34.12 Discharge of Trustee**

The receipt by a Dependand, the Legal Personal Representative, Relative or other person, including the trustee of a Superannuation Proceeds Trust, of a Benefit paid under this rule 34 is a complete discharge of the Trustee in respect of any amount paid to that person and the Trustee is not bound to see to the application thereof.

#### **34.13 Disclaimer of Benefit**

A Dependand or any other person nominated by a deceased Member to receive a Benefit under this rule 34 may disclaim that Benefit. In that event, the Trustee will pay or apply the disclaimed Benefit to or for the benefit of one or more of the Member's Dependants and Legal Personal Representative in such proportions, form, manner and at such times as the Trustee, in its discretion, and taking into account the provisions of any Non-Binding Death Benefit Nomination Provided by the deceased Member to the Trustee, shall determine.

### **35 TERMINAL MEDICAL CONDITION**

If the Trustee is satisfied that a Member suffers a Terminal Medical Condition, then such Member may be paid a Benefit equal to the full amount standing to the credit of the Member's Accumulation Account as at the date on which payment is made.

Such Benefit may be paid as a lump sum or Income Stream (or combination) as provided in rule 29.1.

### **36 OTHER BENEFIT PAYMENT EVENTS**

#### **36.1 Member Benefit Payments**

Where:

- (a) the Trustee is satisfied that a Member is in severe financial hardship for the purposes of SIS; or
- (b) the Regulator has determined that an amount of a Member's Benefit Entitlement may be released on compassionate grounds; or
- (c) the Trustee has received a Release Authority in respect of a First Home Super Saver Scheme payment; or

- (d) the Trustee is satisfied that the Member has met some other Condition of Release for the purposes of SIS or that the payment of a Benefit is otherwise permitted under Relevant Law or has been approved by the Regulator,

the Trustee may pay such Member such part of the amount standing to the credit of the Member's Accumulation Account at the date on which payment is made as is permitted under SIS.

A Benefit paid under rule 36.1(d), may be paid as a lump sum or Income Stream (or combination) as provided in rule 29.1.

### **36.2 Other Payments**

The Trustee may pay from the Accumulation Account or Pension Account of a Member such amount as is required to be paid in accordance with a notice or direction provided by the Regulator, by a court order or by any other body as required under the Relevant Law, including:

- (a) a Release Authority directing payments other than to the Member; or  
 (b) some form of compulsory payment directive,

to the person, persons or entity as directed by the notice or direction provided the Trustee is satisfied such payments are permitted under the Relevant Law.

## **37 GUARDIAN AND MEMBER BENEFIT GUARDIAN**

### **37.1 Appointment of Guardian**

The Members may at any time by instrument in writing delivered to the Trustee, appoint a person, persons or body to act as Guardian of the Fund and such appointment shall only be revocable to the extent that all those Members who have appointed that Guardian have not died or come under a legal disability and any such revocation of appointment must be made by the Members unanimously by instrument in writing.

### **37.2 Additional Guardians**

A Guardian so appointed by the Members may from time to time appoint by revocable or irrevocable instrument in writing delivered to the Trustee one or more persons to the position of joint Guardian. However, should the Members revoke the appointment of the Guardian appointed by them pursuant to rule 37.1, then such appointment of joint Guardian shall also be revoked.

### **37.3 Vacation of Office**

The office of Guardian or of one of the parties comprising the Guardian will immediately be determined and vacated if the Guardian, being an individual, dies or becomes mentally incapacitated such that:

- (a) they are found by two medical practitioners (expressed in writing) to be under a disability and unable to make reasonable judgments to fulfil the role of Guardian; or  
 (b) a Court or Tribunal of competent jurisdiction decides that the individual is suffering from incapacity.

### **37.4 Resignation**

Any Guardian may resign or renounce such position by notice in writing to any remaining Guardians and the Trustee.

**37.5 Successors**

- (a) The Members may at the time of appointment or revocation of appointment of a Guardian and in the same form, appoint a successor or replacement Guardian or Guardians and such appointment will become effective immediately upon the revocation, vacation of office or resignation of the Guardian or as otherwise specified in such appointment.
- (b) In default of the Members appointing a successor Guardian or if such person is unable or unwilling to act, then the Guardian may by revocable or irrevocable deed or by Will appoint a successor Guardian and where there is more than one Guardian each Guardian shall be able to appoint their own successor.

**37.6 Consent to Act**

On their appointment, a Guardian and any successor Guardian shall signify his or her willingness to act in such capacity by notice in writing delivered to the Trustee.

**37.7 Members to be Notified**

The Trustee shall promptly notify the Members of any change in the position of Guardian.

**37.8 Reserve Powers, Guardian Directions and Guardian Rules**

- (a) An instrument of appointment of Guardian may specify:
  - (i) Reserve Powers in addition to the rules contained in rule 37.11;
  - (ii) any directions the Guardian must provide to the Trustee;
  - (iii) any conditions for the appointment to become or remain effective, or
  - (iv) such other rules to govern the Guardian.
- (b) The Trustee will be bound, subject to the Relevant Law to act in accordance with the Reserve Powers or such other directions made to the Guardian or Guardians contained therein and to the extent of any inconsistency with the rules contained herein, the rules and directions set out in the appointment will prevail.

**37.9 Appointments to be Annexed**

The Trustee shall annex to these Governing Rules a copy of all instruments of appointment of Guardian.

**37.10 Removal and Replacement of Trustee**

The Guardian has the power to remove and replace the Trustee if the replacement Trustee meets the requirements of the Relevant Law. Any removal of a Trustee must be in writing and immediately be advised to the outgoing Trustee and any simultaneous or subsequent appointment of replacement Trustee must be in writing and immediately be advised to the Members.

**37.11 Reserve Powers – Guardian Consent**

While there is a Guardian then notwithstanding anything else in these Governing Rules:

- (a) the Members shall not be capable of exercising their powers pursuant to rule 2.9 or providing directions under rules 19.1, 1.3(b) or 43.1(b), and
- (b) the Trustee shall not be capable of exercising their powers pursuant to rules 20, 1.3(a) or 43.1(c);



unless the prior or simultaneous consent in writing of the Guardian is obtained.

### **37.12 More than one Guardian**

Where there is more than one Guardian every decision resolution or exercise of a power or discretion required to be or capable of being made by the Guardian shall be validly made if it is made jointly by unanimous consent.

### **37.13 Dispute Resolution**

In the event that the Guardians cannot unanimously agree on any matter affecting the Fund or how to exercise their power or discretion the following applies:

- (a) Within 14 days the Guardians are to meet alone to discuss the aspects of the disagreement;
- (b) If the disagreement is not resolved then the Guardians shall set a date for a further meeting within 14 days to further resolve the disagreement;
- (c) If the disagreement is still not resolved an accountant or solicitor with 5 years standing shall be appointed within 21 days to act as a mediator for the purposes of assisting to resolve the disagreement;
- (d) If the disagreement is still not resolved an accountant or solicitor with 5 years standing shall be appointed within 21 days to act as an arbitrator, who will then set a date for a hearing for the purposes of negotiating with the parties and any decision then made will be binding on all parties.

### **37.14 Appointment of Member Benefit Guardian**

A Member may by instrument in writing delivered to the Trustee appoint a person, persons or body to act as Member Benefit Guardian for the Member, or remove or replace a Member Benefit Guardian appointed by the Member. Such instrument must be signed and dated by the Member, the signature of the Member must be witnessed by two persons aged 18 or over, and the instrument must include the consent of the relevant person, persons or body to act as Member Benefit Guardian for the Member.

### **37.15 Trustee to Obtain Consent of Member Benefit Guardian**

Where a Member has a Member Benefit Guardian:

- (a) if the Member has ceased to have legal capacity (and a member will be taken for these purposes to have ceased to have legal capacity if they would be so taken under rule 2.9(c)), the Trustee must not pay or apply any part of the Benefit of the Member without the prior consent in writing of the Member Benefit Guardian unless the Legal Personal Representative of the Member is a Trustee or a Director of a Constitutional Corporation which is the Trustee of the Fund;
- (b) the Trustee must not pay or apply the Benefit arising on the death of the Member, under rules 34.10(b) or 34.10(c), without the prior consent in writing of such Member Benefit Guardian unless:
  - (i) the Trustee is required under these Governing Rules to pay or apply a Benefit in accordance with a Binding Death Benefit Nomination or a Death Benefit Rule; or
  - (ii) where Benefits are being paid to the Member at the time of death of the Member in the form of a Pension, to the extent that the Trustee is required to pay such Pension to a Reversionary Beneficiary of the Member who is a Dependant of the Member at the time of death of the

Member, and who is a person who is eligible to be paid a Benefit in the form of a Pension under the Relevant Law.

**37.16 More than one Member Benefit Guardian**

Where there is more than one Member Benefit Guardian for a Member every direction shall be validly made if it is made jointly, by unanimous consent and in the event of disagreement the dispute resolution procedure set out in rule 37.13 shall be followed.

**37.17 Transfers and Roll-Overs**

Where there is no Guardian but where a Member has a Member Benefit Guardian at the date of death of the Member then notwithstanding anything else in these Governing Rules the Trustee must not transfer or roll-over the whole or part of a Member's Benefit or Member's Benefit Entitlement to an Approved Benefit Arrangement or Eligible Roll-Over Fund pursuant to rule 20 unless the prior or simultaneous consent in writing of the Member Benefit Guardian is obtained.

**37.18 Guardian and Member Benefit Guardian**

While there is a Guardian, then where a Member has a Member Benefit Guardian at the date of death of the Member, any directions of the Guardian to the Trustee shall prevail over any directions of the Member Benefit Guardian.

**37.19 Relevant Law**

Nothing in this rule 37 shall cause or have the effect of causing the Trustee, the Guardian, the Member Benefit Guardian or any other person to breach the Relevant Law.

**38 INCOME STREAMS - PENSIONS AND ANNUITIES**

**38.1 Determination to Pay Pension or Annuity**

Subject to rules 34.3, 34.10(a) and 38.3, but otherwise notwithstanding any other provision of these Governing Rules, at such time as a Benefit or part of a Benefit becomes payable to a Member or Beneficiary in accordance with the terms of these Governing Rules or in accordance with the Relevant Law, the Trustee may at the request of the Member or Beneficiary and on such terms as the Trustee and Member or Beneficiary may agree but otherwise on such terms as the Trustee determines if the Member or Beneficiary is under a legal disability:

(a) **Pension**

determine to pay a Pension or Pensions from the Fund to the Member or Beneficiary (as the case might be) on the conditions set out in these Governing Rules:

- (i) in lieu of the whole or a portion of any lump sum Benefit which is otherwise payable to the Member or Beneficiary; or
- (ii) in respect of any amounts credited to the Pension Account of a Member in accordance with rule 38.5(a)(ii);

(b) **Annuity**

determine, subject to the Relevant Law, to expend the Benefit payable from the Fund in the purchase or acquisition of an Annuity or Annuities in the name of the Member or Beneficiary to provide to the Member or Beneficiary the right to one or more income streams payable from the Annuity provider of one or more of the kinds referred to in rule 38.2:

- (i) in lieu of the whole or a portion of any lump sum Benefit which is otherwise payable to the Member or Beneficiary; or
- (ii) in respect of any amounts credited to the Pension Account of a Member under rule 38.5(a)(ii),

provided that the payment, purchase or acquisition of the Pension, Pensions, Annuity or Annuities will not cause the Retirement Phase interests of the Member or Beneficiary to exceed their Personal Transfer Balance Cap.

### **38.2 Choice of Pension**

For the purposes of rule 38.1(a) the Member or Beneficiary may request the Trustee to pay and the Trustee may pay a Pension or Pensions in any of the following ways:

- (a) one or more Account-Based Pensions in accordance with the relevant conditions set out in rule 39;
- (b) one or more Transition to Retirement Income Streams in accordance with the relevant conditions set out in rule 40;
- (c) one or more Market Linked Pensions in accordance with the relevant conditions set out in rule 41; or
- (d) if the Relevant Law permits, the Trustee may, at the request of a Member or Beneficiary, pay from the Fund or purchase for the benefit of the Member or Beneficiary any type of Pension other than those types of Pensions referred to elsewhere in these Governing Rules, which type of Pension is acceptable to the Regulator and is permitted under the Relevant Law, on such terms required under the Relevant Law, or on such terms as are permitted under the Relevant Law and as the Trustee and Member or Beneficiary may agree.

### **38.3 Reversionary Pension Nomination**

For the purposes of rule 38.1(a), the Member or Beneficiary Pensioner, or their Legal Personal Representative, may Provide to the Trustee a Reversionary Pension Nomination in respect of one or more Pensions, nominating the Reversionary Beneficiary or Beneficiaries to whom each Pension will continue to be paid following the death of the Pensioner.

The Trustee, following acceptance of a Reversionary Pension Nomination, will be bound to act in accordance with the directions contained in the Reversionary Pension Nomination provided that the person or persons nominated are one or more of the Dependants of the Pensioner at the death of the Pensioner and are eligible to be paid a Benefit in the form of a Pension under the Relevant Law.

A Reversionary Pension Nomination may be Provided to the Trustee prior to commencement of the Pension or, where applicable, during the course of the Pension but prior to the death of the Pensioner.

Subject to the provisions of this rule 38.3, a Reversionary Pension Nomination may be withdrawn, amended or replaced by the Pensioner or their Legal Personal Representative in writing at any time during the course of the Pension but prior to the death of the Pensioner and, if not withdrawn, amended or replaced the Reversionary Pension Nomination will continue in force for the duration of the Pension or Pensions to which it applies.

### **38.4 Establishment of Pension Account**

- (a) Where the Trustee determines to pay all or any part of the Benefit to the Member or the Beneficiary as a Pension or Pensions the Trustee must establish one or more Pension Accounts in respect of the Member or the

Beneficiary to which accounts the Trustee must transfer amounts determined in accordance with these Governing Rules which the Trustee believes are necessary in order to provide the Benefits as a Pension.

- (b) The Trustee must not permit a Pension Account to be added to by way of Contribution or by way of credit of a Roll-Over Superannuation Benefit or in any other manner prohibited under the Relevant Law after payment of a Pension has commenced from that Pension Account.
- (c) For the purposes of financing a Pension to be paid from the Fund under rule 38.2, the Trustee may purchase or acquire an Annuity in respect of the Member payable to the Trustee.

### **38.5 Operation of Pension Account**

- (a) The following amounts must be credited to a Pension Account of a Pensioner prior to commencement of the Pension:
  - (i) any amount transferred under rule 38.1;
  - (ii) any amount paid into the Fund in respect of a Pensioner as a transfer or a Roll-Over Superannuation Benefit which the Trustee considers it appropriate to credit;
  - (iii) the proceeds of any Policy or Annuity effected or maintained by the Trustee in respect of a Pensioner and paid to the Trustee which the Trustee considers it appropriate to credit;
  - (iv) such earnings of the Fund ascertained in accordance with rules 4.5(e) and 15.4 as the Trustee may determine to be equitable;
  - (v) any credit arising out of any adjustments made in accordance with rule 15.6;
  - (vi) any Shortfall Component paid in respect of the Pensioner;
  - (vii) any amount of Financial Assistance which the Trustee considers it appropriate to credit;
  - (viii) such other Contributions made in respect of the Pensioner which are permitted by these Governing Rules and the Relevant Law;
  - (ix) any amounts transferred to the Pension Account from a Reserve Account; and
  - (x) such other amounts as the Trustee determines from time to time.
- (b) The following amounts are to be debited to a Pension Account of a Pensioner:
  - (i) any amount paid out of the Fund in respect of a Pensioner as a transfer or a Roll-Over Superannuation Benefit which the Trustee considers it appropriate to debit;
  - (ii) any payments made to or in respect of the Pensioner or a Reversionary Beneficiary under these Governing Rules;
  - (iii) the costs of any Policy or Annuity effected or maintained by the Trustee in respect of the Pensioner which are not debited to an Accumulation Account in accordance with rule 15.3;
  - (iv) such proportion of any amount payable by way of Taxation in respect of the earnings of the Fund credited to the Pension Account of a Pensioner or arising as a result of a Roll-Over Superannuation Benefit as the Trustee may determine;

- (v) such of the costs, charges and expenses incurred under rule 8 or an appropriate portion thereof as the Trustee may determine;
- (vi) the amount of any lien exercised under rule 7 or an appropriate portion thereof as the Trustee may determine;
- (vii) any amount forfeited under rule 22 or dealt with as though forfeited under rule 34.10(d)(ii);
- (viii) a proportion of any loss sustained on the disposal of any investments of the Fund as the Trustee may determine;
- (ix) such negative earnings as may be determined by the Trustee in accordance with rules 4.5(e), 15.4 and 15.6 ;
- (x) any amount paid in respect of the Trustee indemnity under rule 7 or an appropriate portion thereof as the Trustee may determine;
- (xi) any amount transferred to the Accumulation Account of the Pensioner, including an amount transferred in accordance with an Excess Transfer Balance Determination;
- (xii) the amount of any Levy determined by the Trustee to be appropriate to debit;
- (xiii) the amount of any Taxation attributable to the Pensioner;
- (xiv) the amount of any Excess Transfer Balance Tax;
- (xv) such amount as is referred to in a Release Authority given by a Pensioner or the Commissioner to the Trustee and which is paid by the Trustee to the Pensioner or to the Commissioner in accordance with such Release Authority; and
- (xvi) such other amounts as the Trustee may determine from time to time.

### **38.6 Segregation of Pension Assets**

Subject to the Relevant Law and in relation to one or more Pensions payable to a Pensioner or Pensioners, the Trustee:

- (a) may segregate or set apart the assets which represent the Pension Account or Accounts of one or more Pensioners for the sole purpose of enabling the discharge of the whole or part of the current liabilities in relation to the payment of Superannuation Income Stream Benefits as those liabilities fall due for payment and obtain such certificates in relation to the adequacy of the assets segregated and set apart to meet the current pension liabilities as the Trustee considers appropriate for the purposes of the Tax Act or as the Relevant Law may require; and
- (b) where the Trustee segregates assets for the purposes of rule 38.6(a), the Trustee must annually, and at such other times as the Trustee determines, review:
  - (i) the Total Superannuation Balance of each Member for the purposes of determining the Fund's entitlement to applicable Taxation exemptions for income derived from segregated assets under the Tax Act; and
  - (ii) the value of the assets so segregated for the purposes of ensuring the value of the assets is sufficient to discharge the Fund's current liabilities in relation to the payment of Superannuation Income Stream Benefits.

Where the value of the segregated assets is not sufficient or is more than sufficient to discharge the Fund's current liabilities in relation to the payment of Superannuation Income Stream Benefits, the Trustee may take such action in relation to those assets as is permitted by the Relevant Law and must take such action as is required by the Relevant Law.

### **38.7 Actuarial Certification**

Where the Trustee determines to pay a Pension under rule 38.2, the Trustee must obtain such certification, at such times and in such form from an Actuary in relation to the Pension or the Fund as is required by the Relevant Law.

### **38.8 Conversion of Pensions**

A Pensioner may elect, by written notice given to the Trustee, to have a Pension which the Pensioner is receiving from the Fund paid in accordance with the conditions applying to a different type of Pension specified in such notice. The Trustee must, subject to the Relevant Law, give effect to such notice received from a Pensioner.

### **38.9 Commutation of Pensions**

A Pensioner may elect, by written notice given to the Trustee, to have a Pension which the Pensioner is receiving from the Fund commuted in accordance with the conditions applying to the Pension specified in such notice. The Trustee must, subject to the Relevant Law, give effect to such notice received from a Pensioner.

## **39 ACCOUNT-BASED PENSION**

### **39.1 Payment Conditions**

Where an Account-Based Pension is payable from the Fund, the following conditions will apply in relation to its payment:

- (a) the Account-Based Pension must be paid from the amount standing to the credit of the Pensioner's Pension Account;
- (b) the Account-Based Pension must be paid at least annually;
- (c) the amount of the Account-Based Pension in any year will be such amount as may be nominated by the Pensioner and notified to the Trustee, either verbally or in writing, or by Electronic Communication, from time to time, provided that the amount must not be greater than or lesser than the amounts calculated as the maximum (if any) and minimum (if any) limits specified by the Relevant Law for the payment of an Account-Based Pension;
- (d) if the Trustee does not receive a nomination from the Pensioner as to the amount of the Account-Based Pension to be paid in a particular year then the Trustee may pay such amount as it determines, provided that the amount must not be greater than or lesser than the amounts calculated as the maximum (if any) and minimum (if any) limits specified by the Relevant Law for the payment of an Account-Based Pension;
- (e) the Account-Based Pension cannot be transferred to any person other than a Reversionary Beneficiary on the death of the Pensioner, or on the death of a Reversionary Beneficiary, or on such other terms as are permitted by the Relevant Law;
- (f) the capital value of the Account-Based Pension and the income from it cannot be used as security for a borrowing; and

- (g) where the Relevant Law identifies matters that are immaterial for determining whether an Account-Based Pension meets the standards set by the Relevant Law, the Trustee will also treat such matters as immaterial.

### **39.2 Death**

- (a) If a Pensioner dies while in receipt of an Account-Based Pension under these Governing Rules, the Trustee must commence to pay the Account-Based Pension to any Reversionary Beneficiary of the Pensioner who is a Dependant of the Pensioner at the time of death of the Pensioner, and who is a person who is eligible to be paid a Benefit in the form of a Pension under the Relevant Law. Payments to the Reversionary Beneficiary are to be calculated in accordance with the Relevant Law.
- (b) In the event of the death of a Pensioner in respect of an Account-Based Pension while there is an amount standing to the credit of the Pensioner's Pension Account, and where:
  - (i) no Reversionary Beneficiary has been nominated by the Pensioner or determined by the Trustee; or
  - (ii) the Reversionary Beneficiary nominated by the Pensioner is not a Dependant of the Pensioner at the time of death of the Pensioner, or is not a person who is eligible to be paid a Benefit in the form of a Pension under the Relevant Law,

the balance of such Pension Account must be dealt with in accordance with rule 34.

### **39.3 Commutation**

- (a) The Trustee:
  - (i) may on its own initiative or on receipt of a written application from a Pensioner commute the whole or any part of an Account-Based Pension that is payable from the Fund to the Pensioner where the Relevant Law permits the commutation of that Account-Based Pension, on and subject to such terms and conditions as apply to the commutation under the Relevant Law; and
  - (ii) must commute the whole or any part of an Account-Based Pension that is payable from the Fund to the Pensioner in compliance with an Excess Transfer Balance Determination or otherwise where the Relevant Law so requires.
- (b) The Trustee must:
  - (i) where the entire Pension is being commuted at the request of a Pensioner, ensure that the minimum amount in respect of the Pension required under the Relevant Law, has been paid or will be paid on or by the date of commutation; or
  - (ii) where the commutation is a partial commutation, ensure that the minimum amount in respect of the Pension required under the Relevant Law, has been paid or will be paid by the end of the relevant Fund Year; and
  - (iii) pay the proceeds of the commutation in respect of the Account-Based Pension being commuted to the relevant Pensioner or, where the commutation has been effected on the death of the Pensioner, in accordance with rule 34; or

- (iv) at the request of the Pensioner or otherwise in compliance with an Excess Transfer Balance Determination retain the proceeds of that commutation in the Fund and apply them to the credit of an Accumulation Account on behalf of the Pensioner.

## **40 TRANSITION TO RETIREMENT INCOME STREAM**

### **40.1 Request to pay**

Upon a Member attaining their Preservation Age, the Trustee may, at the request of a Member, pay from the Fund a Transition to Retirement Income Stream:

- (a) in the Accumulation Phase; or
- (b) if the Member has satisfied a Condition of Release with a Nil Cashing Restriction, in the Retirement Phase,

on the conditions set out in rules 40.2 and 40.3 and otherwise, subject to the Relevant Law, on such terms as the Trustee and Member may agree.

### **40.2 Compliance with Relevant Law**

The Trustee may only pay a Transition to Retirement Income Stream to a Member in either the Accumulation Phase or the Retirement Phase in accordance with the Relevant Law.

### **40.3 Method of Payment and Security**

Where a Transition to Retirement Income Stream is payable from the Fund, the conditions set out in rule 39.1 will apply and the following additional conditions will apply in relation to its payment when in the Accumulation Phase:

- (a) the total payments (including under a Payment Split) made in respect of the Transition to Retirement Income Stream in a financial year shall not exceed any maximum payment amount specified for these purposes in SIS;
- (b) where the Transition to Retirement Income Stream is commuted in accordance with these Governing Rules and the Relevant Law, the resulting Superannuation Lump Sum must not be cashed unless:
  - (i) the purpose of the commutation is a purpose which is acceptable under the Relevant Law; or
  - (ii) before the commutation, the Pensioner has satisfied a Condition of Release with a Nil Cashing Restriction; and
  - (iii) where the entire Transition to Retirement Income Stream is being commuted, the minimum amount in respect of the Pension required under the Relevant Law has been paid or will be paid on or by the date of commutation; or
  - (iv) where the commutation is a partial commutation the minimum amount in respect of the Pension required under the Relevant Law has been paid or will be paid by the end of the relevant Fund Year.

### **40.4 Condition of Release**

Where a Pensioner in receipt of payments under a Transition to Retirement Income Stream in the Accumulation Phase:

- (a) reaches age 65, the Transition to Retirement Income Stream will become a Retirement Phase Transition to Retirement Income Stream at that time; or



- (b) has satisfied a Condition of Release with a Nil Cashing Restriction, other than reaching age 65, and the Member notifies the Trustee of that fact and elects for the Transition to Retirement Income Stream to become a Retirement Phase Transition to Retirement Income Stream,

the additional conditions set out in rule 40.3 will cease to apply.

#### **40.5 Death**

- (a) If a Pensioner dies while in receipt of a Transition to Retirement Income Stream under these Governing Rules, the Trustee must continue to pay the Transition to Retirement Income Stream in the Retirement Phase to any Reversionary Beneficiary of the Pensioner who is a Dependant of the Pensioner at the time of death of the Pensioner, and who is a person who is eligible to be paid a Benefit in the form of a Pension under the Relevant Law. However, if the Relevant Law does not permit the Trustee to pay a Transition to Retirement Income Stream in the Retirement Phase to a Reversionary Beneficiary by virtue only of the fact that the nominated Reversionary Beneficiary has not personally satisfied a Condition of Release with a Nil Cashing Restriction, then the Trustee must commence to pay an Account Based Pension to the nominated Reversionary Beneficiary. Payments to the Reversionary Beneficiary are to be calculated in accordance with the Relevant Law.
- (b) In the event of the death of a Pensioner in respect of a Transition to Retirement Income Stream while there is an amount standing to the credit of the Pensioner's Pension Account, and where:
  - (i) no Reversionary Beneficiary has been nominated by the Pensioner or determined by the Trustee; or
  - (ii) the Reversionary Beneficiary nominated by the Pensioner is not a Dependant of the Pensioner at the time of death of the Pensioner, or is not a person who is eligible to be paid a Benefit in the form of a Pension under the Relevant Law,

the balance of such Pension Account must be dealt with in accordance with rule 34.

## **41 MARKET LINKED PENSION**

### **41.1 Method of Payment and Security**

Where a Market Linked Pension is payable from the Fund, the following conditions will apply in relation to its payment:

- (a) the Market Linked Pension must be paid from the amount standing to the credit of the Pensioner's Pension Account;
- (b) the Market Linked Pension must be paid at least annually to the Pensioner throughout a period permitted by the Relevant Law;
- (c) the amount of the Market Linked Pension in any year must be determined in accordance with the Relevant Law for the payment of a Market Linked Pension;
- (d) the Pensioner may nominate to the Trustee, either verbally or in writing, or by Electronic Communication, from time to time the amount of the Market Linked Pension to be paid in any year provided such amount falls within the maximum

(if any) and minimum (if any) limits specified by the Relevant Law for the payment of a Market Linked Pension;

- (e) if the Trustee does not receive a nomination from the Pensioner as to the amount of the Market Linked Pension to be paid in a particular year then the Trustee may pay such amount as it determines, provided that the amount must not be greater than or lesser than the amounts calculated as the maximum (if any) and minimum (if any) limits specified by the Relevant Law for the payment of a Market Linked Pension;
- (f) the Market Linked Pension does not and will not have a residual capital value;
- (g) if the Market Linked Pension reverts, it will not have a reversionary component greater than 100% of the Benefit payable before the reversion;
- (h) the Market Linked Pension cannot be transferred to any person other than on the death of the Pensioner to one of his or her Dependants or to the Legal Personal Representative of the Pensioner; and
- (i) the capital value of the Market Linked Pension and the income from it cannot be used as security for a borrowing.

#### **41.2 Death**

- (a) If a Pensioner dies while in receipt of a Market Linked Pension under these Governing Rules, the Trustee must commence to pay the Market Linked Pension to any Reversionary Beneficiary of the Pensioner who is a Dependant of the Pensioner at the time of death of the Pensioner, and who is a person who is eligible to be paid a Benefit in the form of a Pension under the Relevant Law. Payments to the Reversionary Beneficiary are to be calculated in accordance with the Relevant Law.
- (b) In the event of the death of a Pensioner in receipt of a Market Linked Pension while there is an amount standing to the credit of the Pensioner's Pension Account, and where:
  - (i) no Reversionary Beneficiary has been nominated by the Pensioner or determined by the Trustee, or
  - (ii) the Reversionary Beneficiary nominated by the Pensioner is not a Dependant of the Pensioner at the time of death of the Pensioner, or is not a person who is eligible to be paid a Benefit in the form of a Pension under the Relevant Law,

the balance of such Pension Account must be dealt with in accordance with rule 34.

#### **41.3 Commutation**

- (a) The Trustee:
  - (i) may on its own initiative or on receipt of a written application from the Pensioner commute the whole or any part of a Market Linked Pension that is payable from the Fund to the Pensioner where the Relevant Law permits the commutation of that Market Linked Pension, on and subject to such terms and conditions as apply to the commutation under the Relevant Law; and
  - (ii) must commute the whole or any part of a Market Linked Pension that is payable from the Fund to the Pensioner where the Relevant Law so requires.

- (b) The Trustee must pay the proceeds of the commutation in respect of the Market Linked Pension being commuted in a manner permitted under the Relevant Law.
- (c) Following the commutation of a part of a Market Linked Pension, the Trustee may, in its absolute discretion, reduce the total amount of the instalments of any Market Linked Pension payable to the Pensioner. Any reduction is to be of such an amount as the Trustee considers appropriate.

## 42 VARIATION OF GOVERNING RULES

The provisions of these Governing Rules including this rule 42 may be added to, amended, altered, modified, rescinded or varied (in this rule collectively referred to as the **Variation** or **Varied**, as the context requires, unless otherwise stated) from time to time by the Trustee which Variation may be prospective or retrospective and must be effected on the following basis:

### 42.1 Resolution or Deed

The Variation must be:

- (a) by oral declaration, written resolution or resolution by Electronic Communication of the Trustee; or
- (b) by Deed executed by the Trustee.

### 42.2 Notice

On any Variation being effected, the Trustee must, if so required by the Relevant Law, advise the Members in writing of the nature and purpose of the Variation and the effect on their entitlements or rights in accordance with and in the manner and time required by the Relevant Law.

### 42.3 Limitations on Variation

- (a) No Variation may have the effect of:
  - (i) reducing or adversely affecting the rights or claims of a Member to accrued entitlements from the Fund which have arisen prior to the Variation being effected; or
  - (ii) reducing the amount of an entitlement other than an entitlement referred to in rule 42.3(a)(i) that is or may become payable in relation to a period before the date of the Variation, unless:
    - (A) the reduction is required to enable the Fund to comply with the Relevant Law;
    - (B) the Member so affected consents in writing to the reduction; or
    - (C) the Regulator consents in writing to the reduction.
- (b) Rule 4.6 may not be Varied while a Specified Asset is held in the Fund exclusively for the benefit of a Specified Member or Specified Members, unless each Specified Member consents in writing to the Variation.
- (c) Rule 34 may not be Varied insofar as it deals with the giving, form, effect or operation of a Binding Death Benefit Nomination or with the giving of a notice in respect of the establishment of a Death Benefit Rule or the form, effect or operation of a Death Benefit Rule, or with the terms or effect of a Death Benefit Rule that has been established by the Trustee, while the Trustee holds any Binding Death Benefit Nomination or has made any Death Benefit Rule,

unless each Member who has Provided such Binding Death Benefit Nomination or has requested the establishment of a Death Benefit Rule consents in writing to the Variation.

- (d) Rules 37.1 to 37.13 inclusively and rule 37.18 may not be Varied while there is any person appointed as a Guardian unless the Guardian consents in writing to the Variation.
- (e) Rules 37.14 to 37.17 inclusively may not be Varied while there is any person appointed to act as a Member Benefit Guardian unless each Member who has appointed a Member Benefit Guardian, or if the relevant Member has died or does not have legal capacity, their Member Benefit Guardian, consents in writing to the Variation.
- (f) No Variation will have the effect of amending, altering, modifying, rescinding or varying an instrument in writing made by the Trustee under rule 11.2(f).

#### **42.4 Further limitation on Variation**

No Variation to these Governing Rules may:

- (a) have the effect of providing that the sole or primary purpose of the Fund is other than the provision of old-age pensions within the meaning of the Relevant Law, unless the Trustee is a Constitutional Corporation or the Relevant Law otherwise permits; or
- (b) permit a person or body other than a Constitutional Corporation to be appointed as Trustee, unless the Governing Rules provide that the sole or primary purpose of the Fund is the provision of old-age pensions within the meaning of the Relevant Law or the Relevant Law otherwise permits.

### **43 WINDING UP OF FUND**

#### **43.1 Election to Terminate**

The Trustee may elect to wind up the Fund at a certain date (in this rule referred to as the **Termination Date**) in the following circumstances:

- (a) if no Members remain in the Fund;
- (b) on the written request of all of the Members of the Fund;
- (c) if the Trustee determines for any reason that the Fund should be wound up; or
- (d) if required by the Regulator.

#### **43.2 Procedure on Winding Up**

Where the Fund is to be wound up the Trustee must:

- (a) give written notice to each Member that the Fund is to terminate on the Termination Date;
- (b) value the assets of the Fund and determine the assets of the Fund available to pay Benefits to Members, former Members and Beneficiaries in accordance with rule 43.3, or to transfer Benefit Entitlements or to roll-over Benefits to an Approved Benefit Arrangement in respect of the relevant Member or former Member;
- (c) determine the amount standing to the credit of a Reserve Account and credit such amount to such account held for Members or Beneficiaries as the Trustee considers appropriate;

- (d) pay all Taxation payments, expenses or charges which are then outstanding or are incurred in connection with the winding up of the Fund;
- (e) arrange to pay or transfer Benefits or Benefit Entitlements to or in respect of Members, former Members and Beneficiaries in accordance with rules 19 or 43.3; and
- (f) attend to all such administrative and regulatory matters as arise in connection with the winding up of the Fund, including the lodgement of returns and notices with Regulators.

#### **43.3 Exhaustion of Fund**

The Trustee must pay the following Benefits in the following order to the extent that the assets of the Fund permit:

- (a) Benefits to which Members, former Members, Beneficiaries or their Dependants are entitled at the Termination Date; and
- (b) additional Benefits to Members, former Members, Beneficiaries and their Dependants as the Trustee in its absolute discretion may determine.

### **44 INTERPRETATION - GENERAL**

#### **44.1 Plural and Gender of Words**

In these Governing Rules, unless inconsistent with the subject matter or context, words importing one gender include the other gender and words importing the singular number include the plural number and vice versa.

#### **44.2 Including and Includes**

In these Governing Rules, the words “including” and “includes” are not words of limitation.

#### **44.3 Headings to Rules and Footnotes**

The headings and footnotes in these Governing Rules are for convenience only and should not affect the interpretation of these Governing Rules and “rule” means a rule of these Governing Rules.

#### **44.4 Defined Words**

For convenience, the first letters of words and expressions defined in these Governing Rules are indicated by capital letters, but the absence of a capital letter does not alone imply that the word or phrase is used with a meaning different from that given by its definition.

#### **44.5 Statutory Enactments**

References to any statutory enactment must be construed as references to that enactment as amended, modified or re-enacted from time to time and include any enactment in substitution or replacement for such statutory enactment. Any reference in these Governing Rules to a provision of an enactment includes the relevant provision of the enactment as amended, modified or re-enacted or of any enactment in substitution for that provision.

### **45 INTERPRETATION - DEFINITIONS**

In these Governing Rules, unless the context otherwise requires:

**Account** means an account established under these Governing Rules;

**Account-Based Pension** means a Pension that complies with rule 39;

**Accumulation Account** means an account established in respect of a Member under rule 15.1;

**Accumulation Phase** in respect of a Member means the portion of a Member's Benefit Entitlement that is not in the Retirement Phase;

**Acquirable Asset** has the meaning given to it in SIS;

**Actuary** means a person so appointed (if any) under rule 9.1;

**Administration Manager** means a person so appointed (if any) under rule 9.2;

**Annuity** has the meaning given to it in the Relevant Law;

**Anti-Detriment Payment** means an amount paid by the Trustee on the death of a Member by way of an increase to the lump sum Benefit so that the amount of the lump sum Benefit is the amount that the Fund could have paid on the death of the Member if no tax had been payable on amounts included in Contributions to the Fund in respect of the Member that were assessable income of the Fund;

**Approved Benefit Arrangement** means a fund, account or benefit arrangement to or from which a Benefit or a Benefit Entitlement may be rolled-over or transferred without causing the Fund to be in breach of or to fail to comply with the Relevant Law, including without limitation:

- (a) the Fund;
- (b) another Complying Superannuation Fund;
- (c) a fund which is an approved deposit fund for the purposes of the Relevant Law;
- (d) an account which is a retirement savings account for the purposes of the Retirement Savings Account Act 1997;
- (e) an Annuity arrangement; and
- (f) an Eligible Roll-Over Fund;

**Approved Body:**

- (a) means a body mentioned in Schedule 4 of the SIS Regulations; or
- (b) has the meaning given to it, or to a corresponding term, elsewhere in SIS;

**Auditor** means a person so appointed (if any) under rule 9.1;

**Beneficiary** means a person presently and absolutely entitled to receive a Benefit at the relevant time, but not including a person who is a Member at that time unless the Benefit to which the Member is entitled has arisen in relation to another Member;

**Benefit** means an amount payable by the Trustee out of the Fund under these Governing Rules to or in respect of a Member or Beneficiary;

**Benefit Entitlement** means an amount held in the Fund which may become payable to a Member, Dependant or Beneficiary but to which the person has not become absolutely and indefeasibly entitled including a contingent right to payment of the amount;

**Binding Death Benefit Nomination** means a nomination Provided by a Member to the Trustee as provided in rule 34.1;

**Blockchain Protocols**, commonly known as cryptocurrency, means those virtual currency investments such as Bitcoin, Ethereum, Ripple and others which are listed on Cryptocurrency Market Capitalizations listings in any part of the world or in a cloud computing environment;

**Child** has the meaning given to it in SIS;

**Collectable and Personal Use Asset** means an asset of the type described in section 62A of the SIS Act or Regulation 13.18AA of the SIS Regulations;

**Commissioner** means the Commissioner of Taxation or any duly appointed delegate of the Commissioner of Taxation;

**Complying Superannuation Fund** has the meaning given to it in the Relevant Law;

**Condition of Release** means one or more of the 'Conditions of release of benefits' contained in Part 1 of Schedule 1 of the SIS Regulations and **Condition of Release with a Nil Cashing Restriction** means a Condition of Release with a 'Nil' Cashing restriction specified in Column 3 of that same Part 1;

**Constitutional Corporation** has the meaning given to it in the Relevant Law;

**Contribution Split** means the splitting of Contributions by a person in whole or in part in favour of the person's Spouse as permitted under the Relevant Law;

**Contribution Splitting Application** means an application lodged by a Member with the Trustee requesting the Trustee to give effect to a Contribution Split;

**Contributions** means gross payments to the Fund by Members, Spouses of Members, Employers, and other persons in respect of Members in accordance with the provisions of these Governing Rules prior to the deduction of any Taxation payable in respect of those Contributions and includes Government Contributions and payments made to the Fund in consequence of Contribution Splits by the Spouse of a Member in favour of the Member;

**Contributions Cap** means the maximum amount of Contributions permitted to be made to superannuation by or on behalf of a Member within a period of time as specified in the Relevant Law;

**Crowdfunding** means the practice of funding individual projects or ventures by a number of individuals or entities, often known as 'contributors' or 'backers', often using internet platforms, known as 'Crowdfunding Sites' as the intermediary;

**Death Benefit Rule** means a rule established by the Trustee under rule 34.3;

**Deed** means the deed or resolution adopting these Governing Rules;

**Dependant** in relation to a Member, Beneficiary or former Member (in this definition referred to as the **primary person**) means:

- (a) the Spouse of the primary person;
- (b) a Child of the primary person;
- (c) any person with whom the primary person has or had an interdependency relationship within the meaning given to it in the Relevant Law at the relevant time;
- (d) any other person who, in the opinion of the Trustee, was substantially dependent on the primary person at the relevant time; and
- (e) any other person who qualifies as a dependant of the primary person for the purposes of the Relevant Law;

**Derivative:**

- (a) means a financial asset or liability the value of which depends on, or is derived from, other assets, liabilities or indices; or
- (b) has the meaning given to it, or to a corresponding term, in SIS;

**Derivatives Contract:**

- (a) means an options contract or a futures contract relating to any right or liability; or

(b) has the meaning given to it, or to a corresponding term, in SIS;

**Directors** means the directors or board of management for the time being of a Trustee that is a Constitutional Corporation and **Director** has a corresponding meaning;

**Disqualified** means, in relation to a person or an entity, disqualified for the purposes of SIS;

**Electronic Communication** means the communication of information in the form of data, text or images by means of guided or unguided electromagnetic energy and includes email, text or short message service (SMS) and other forms of instantaneous correspondence;

**Eligible Roll-Over Fund** has the meaning given to it in SIS;

**Employee** means an employee for the purposes of such provisions of the Relevant Law as apply in the circumstances;

**Employer** has the meaning given to it in the Relevant Law;

**Employment Termination Payment** has the meaning given to it in the Tax Act;

**Establishing Deed** means the document establishing the Fund;

**Excess Transfer Balance** means the amount by which a Member's Transfer Balance Account exceeds their Personal Transfer Balance Cap, **Excess Transfer Balance Earnings** means the notional earnings deemed to have been made on the Excess Transfer Balance, **Excess Transfer Balance Tax** means the tax paid or payable on the Excess Transfer Balance Earnings and **Excess Transfer Balance Determination** means a direction from the Commissioner to remove a specified amount from the Retirement Phase of the Member;

**Financial Assistance** means financial assistance granted to the Fund under any arrangement administered by a Regulator;

**Financial Statements** means the documents which outline the financial activities of the Fund over a specific period of time and may include the statement of financial position, operating statement, and other explanatory statements and notes;

**First Home Super Saver Scheme** means the arrangement through which Contributions made to superannuation by or on behalf of a Member may be withdrawn and applied in the purchase by the Member of their first home;

**Forfeiture Account** means an account established under rule 22.3;

**Full-Time** in relation to being Gainfully Employed has the meaning given to it in SIS;

**Fund** means the fund governed by these Governing Rules, the name of which is specified in the Deed;

**Fund Earning Rate** means the earning rate for the Fund (which may be negative) determined under rule 15.4(c) and, where the context requires, includes an interim Fund Earning Rate determined under rule 15.4(f);

**Fund Year** means a period of twelve months ending on 30 June, or such other period ending on such other date as the Trustee may from time to time determine;

**Future Income Tax Benefit** means the estimated amount of future saving in income tax likely to arise as a result of the recoupment of tax losses, including tax losses generated following an Anti-Detriment Payment to one or more Dependants or the Legal Personal Representative of a deceased Member;

**Gainful Employment** in relation to a Member means employment or self-employment for gain or reward in any business, trade, profession, vocation, calling, occupation or employment to the extent required by the Relevant Law and **Gainfully Employed** has a corresponding meaning;



**Governing Rules** means this document and any authorised alterations, additions, amendments, modifications or variations to it;

**Government Contribution** means a payment made to the Fund by the Commonwealth Government pursuant to any arrangement under which the Commonwealth Government makes a superannuation contribution for or in respect of a Member including a super co-contribution and a low income super contribution;

**Guarantee Act** means the Superannuation Guarantee (Administration) Act 1992 and any regulations made under that Act;

**Guardian** means:

- (a) a person, persons or body appointed as a guardian in accordance with rule 37 of these Governing Rules; or
- (b) a guardian appointed in accordance with rule 37 of SMSF Governing Rules Version 12.01, 14.01, 15.01 or 16.02, whose appointment has not ceased under any of those versions of the rules,

and whose appointment has not ceased under rule 37 of these Governing Rules;

**Income Stream** means a Pension or an Annuity within the meaning of rule 38.1;

**Individual Trustee** means an individual who is appointed to be a Trustee;

**Insurer** means an insurer (if any) with whom the Trustee effects or maintains a Policy or Policies;

**Investment Manager** means a person so appointed (if any) under rule 9.3;

**Legal Personal Representative** means a person who is a legal personal representative for the purposes of the Relevant Law, but does not include a person appointed to manage the bankrupt estate of an insolvent Member;

**Levy** includes a levy payable by the Fund to the Regulator in accordance with the Relevant Law or any other legislation or regulations which impose a levy or levies on the Fund;

**Market Linked Pension** means a Pension that complies with rule 41;

**Member** means a person, including a Pensioner, who has been accepted as a member of the Fund under rule 11 and who has not ceased to be a member of the Fund under rule 13, and

**Membership** means membership of the Fund;

**Member Benefit Guardian** means:

- (a) a person, persons or body appointed as a member benefit guardian in accordance with rule 37 of these Governing Rules or rule 37 of SMSF Governing Rules Version 16.02; or
- (b) a death benefit guardian appointed in accordance with rule 37 of SMSF Governing Rules Version 12.01, 14.01 or 15.01, whose appointment has not ceased under any of those versions of the rules,

and whose appointment has not ceased under rule 37 of these Governing Rules;

**Non-Binding Death Benefit Nomination** means a nomination Provided by a Member to the Trustee as provided in rule 34.5;

**Non-Preserved Amount** means an amount including a Roll-Over Superannuation Benefit payable to or in respect of a Member or Beneficiary which is not subject to any cashing restrictions at the time of payment in accordance with the Relevant Law;

**Original Asset** in the context of an Acquirable Asset has the meaning given to it in SIS;

**Part-Time** in relation to being Gainfully Employed has the meaning given to it in SIS;

**Payment Age** means the age, the attainment of which constitutes a Condition of Release with a Nil Cashing Restriction for the purposes of SIS;

**Payment Split** means an allocation of a superannuation interest to a current or former Spouse, (whether or not they are a Member), made as a result of:

- (a) a court order altering the property interests of the parties to a marriage under Relevant Family Law; or
- (b) a superannuation agreement under Relevant Family Law;

**Pension** means a pension of one of the types specified in rule 38.2;

**Pensioner** means a Member, including a Reversionary Beneficiary, in receipt of a Pension from the Fund;

**Pension Account** means an account established in respect of a Pensioner under rule 38.1;

**Permanent Incapacity** in relation to a Member has the meaning given to it, or to a corresponding term, in SIS;

**Policy** means a policy of assurance including a policy on the life of a Member or former Member for endowment, term, disablement, accident or sickness insurance, effected or acquired either as an individual policy or as a group policy, a policy covering any two or more of the foregoing risks and a policy which provides that Benefits are payable to the Trustee on the death or disablement of an insured person;

**Preservation Age** in relation to a Member has the meaning given to it in the Relevant Law;

**Preserved Payment** means a payment made to the Fund by an Employer or by or on behalf of a Member or by transfer from an Approved Benefit Arrangement which is required to be preserved as provided for in these Governing Rules in order for the Fund to be a Complying Superannuation Fund and Preserved Payment Benefit means a Benefit arising from a Preserved Payment;

**Provide** and **Provided**, in respect of Binding Death Benefit Nominations, Non-Binding Death Benefit Nominations, Reversionary Pension Nominations or other documents provided by the Member to the Trustee means provided by the Member personally or by another person or persons on behalf of the Member and, in respect of Binding Death Benefit Nominations and Non-Binding Death Benefit Nominations, either during the lifetime of the Member or following the death of the Member;

**Provision for Deferred Income Tax** means the non-current liability for the estimated amount of income tax expected to be assessed in the future as a result of the realisation of currently owned assets or some other factor;

**Regulator** means, as the case requires, the Commissioner of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or such other regulatory body with responsibility for administration of superannuation and the Fund;

**Relative** in relation to a person has the meaning given to it in the relevant context by SIS;

**Release Authority** means a release authority given to the Trustee under the Tax Act;

**Relevant Family Law** means the Family Law Act 1975, regulations made under that Act and any other provisions of the Relevant Law which govern superannuation and family law;

**Relevant Law** means:

- (a) SIS, Corporations Act 2001, Corporations Regulations 2001, Relevant Family Law, Financial Sector (Collection of Data) Act 2001, Superannuation (Resolution of Complaints) Act 1993, Bankruptcy Act 1966, Social Security Act 1991, Veterans'

Entitlements Act 1986, Tax Act and any other present or future legislation which the Trustee must comply with in order for the Fund to:

- (i) qualify for concessional Taxation treatment as a Complying Superannuation Fund;
  - (ii) avoid any penalty, detriment or disadvantage which is or may become payable or imposed in connection with the Fund or anything done or to be done under these Governing Rules; or
  - (iii) meet any other requirements of the Regulator; and
- (b) in relation to the collection, holding, use and disclosure of personal information as defined in the Privacy Act 1988, the National Privacy Principles and any other provisions of that Act,

and includes any actual or proposed requirements, rulings, announcements or obligations which the Trustee believes will have effect, including retrospectively;

**Replacement Asset** in the context of an Acquirable Asset has the meaning given to it in section 67B of, or elsewhere in, SIS;

**Reserve Account** means an account established under rule 15.5;

**Reserve Powers** means the powers, rights, decisions, discretions, appointments and other authorisations granted to or conferred on the Trustee or such direction or request made from or by the Members, by, under or for the purposes of these Governing Rules and which are specified in any instrument of appointment of Guardian pursuant to rule 37.8 or as otherwise specified at rule 37.11, as not to be exercised, made, done, performed or acted upon by or on behalf of the Trustee without the prior or simultaneous consent in writing of the Guardian;

**Retirement Phase** in respect of a Member means the portion of a Member's Benefit Entitlement from which one or more Pensions are payable to a Pensioner who has satisfied a Condition of Release with a Nil Cashing Restriction and, if necessary, has elected for the Pension to be operated under the Retirement Phase;

**Retires from Employment** in relation to the payment of Benefits on the retirement of a Member means retirement for the purposes of the Relevant Law and **Retiring from Employment** has a corresponding meaning;

**Reversionary Beneficiary** means a Dependant nominated by a Pensioner or determined by the Trustee as the person who is to receive the Pension upon the death of the Pensioner;

**Reversionary Pension Nomination** means written notice Provided by a Pensioner to the Trustee nominating one or more Reversionary Beneficiaries to be paid a Benefit in the form of a Pension following the death of the Pensioner.

**Roll-Over Superannuation Benefit** has the meaning given to it in the Tax Act;

**Self Managed Superannuation Fund** has the meaning given to it in SIS;

**Shortfall Component** has the meaning given to it in the Guarantee Act;

**SIS** means the Superannuation Industry (Supervision) Act 1993 (**SIS Act**), the Superannuation Industry (Supervision) Regulations 1994 (**SIS Regulations**) and any other regulations or statutory instruments made under the SIS Act;

**Specified Asset** has the meaning given to it in rule 4.6;

**Specified Member** or **Specified Members** has the meaning given to it in rule 4.6;

**Spouse** has the meaning given to it in SIS, but subject to the Trustee discretion provided under rule 34.10(c);

**Superannuation Income Stream Benefit** has the meaning given to it in the Tax Act;

**Superannuation Lump Sum** has the meaning given to it in the Tax Act;

**Superannuation Proceeds Trust** means a trust, the purpose of which is to receive and hold superannuation death benefits for a Dependant or Dependents of a Member following the death of that Member, such trust being:

- (a) already in existence; or
- (b) established by the Trustee, the terms of which are to be determined by the Trustee prior to the payment of the Benefits.

**Tax Act** means the Income Tax Assessment Act 1997, the Income Tax Assessment Act 1936, the Income Tax (Transitional Provisions) Act 1997 or the Taxation Administration Act 1953, as appropriate;

**Tax File Number** has the meaning given to it in the Tax Act;

**Taxation** includes income tax, any surcharge, any excess contributions tax, Excess Transfer Balance Tax or other amount of whatever description levied on the Fund, the Trustee, any Member, former Member or Beneficiary under the Tax Act, the Superannuation Contributions Tax Imposition Act 1997, the Superannuation Contributions Tax (Assessment and Collection) Act 1997 and related legislation (including provisional or advance payments required under that legislation), capital gains tax, tax on Superannuation Lump Sum or Superannuation Income Stream Benefit payments, tax on Employment Termination Payments, payroll tax, land tax, stamp duty, goods and services tax and any other taxes or duties of whatever description paid or payable by the Trustee on behalf of the Fund or, where applicable, by any Member, former Member or Beneficiary;

**Terminal Medical Condition** has the meaning given to it in SIS;

**Temporary Incapacity** in relation to a Member has the meaning given to it, or to a corresponding term, in SIS;

**Total Superannuation Balance** has the meaning given to it in the Tax Act;

**Transfer Balance Account** means a running balance account of amounts which a Member has transferred to, or withdrawn from, their superannuation balance in Retirement Phase;

**Transfer Balance Cap** means a limit on the value of any of Retirement Phase Pensions of a Pensioner at 1 July 2017 and the value at commencement of any subsequent Retirement Phase Pensions which a Pensioner may hold, **General Transfer Balance Cap** means the total value of Retirement Phase Pensions which may be commenced by a Member which at 1 July 2017 was set at \$1.6 million, with future indexation linked to the consumer price index in increments of \$100,000 and **Personal Transfer Balance Cap** means the total amount of their Benefit Entitlement a Member or Beneficiary may transfer to Retirement Phase Pensions, with future indexation of the cap linked proportionately to increases in the General Transfer Balance Cap;

**Transition to Retirement Income Stream** means an Income Stream payable under rule 40 to a Member who has attained their Preservation Age;

**Trustee** means the trustee or trustees for the time being of the Fund whether original, additional or substituted;

**Unclaimed Benefits** means Benefits described as unclaimed money in the Relevant Law.

## SCHEDULE A

### APPLICATION FOR MEMBERSHIP

TO: THE TRUSTEE OF THE FUND

<b>AGREEMENT AND UNDERTAKING</b>
----------------------------------

I, the undersigned person, being eligible for Membership, hereby apply for admission to Membership of the Fund. I agree and undertake that:

- (a) if I am an Employee of any other Member, I am also a Relative of the other Member(s);
- (b) I am not Disqualified under the Relevant Law from holding the office of a Trustee or as a Director of the Trustee;
- (c) I will be bound by the Governing Rules of the Fund as they are or may be varied from time to time;
- (d) I will, on request, make full disclosure in writing of any information required by the Trustee in respect of my medical condition or my Membership of the Fund including any circumstance which may have the effect that:
  - (i) I may become an Employee of any other Member or Members where I will not also be a Relative of the other Member(s); or
  - (ii) I may become Disqualified under the Relevant Law from holding the office of a Trustee or as a Director of the Trustee;
- (e) I understand the terms and conditions of the Governing Rules including my obligations as a Trustee and I agree to sign and deliver to the Australian Taxation Office such form or declaration in connection with my accepting the office of a Trustee or as a Director of the Trustee as may be required under the Relevant Law within such period as the Relevant Law requires;
- (f) I understand the terms and conditions of the Governing Rules concerning Benefits payable;
- (g) I understand that I am not legally obliged to provide my Tax File Number (**TFN**) to the Trustee but if I do not provide my TFN, concessional contributions will be taxed at the highest marginal tax rate plus the Medicare levy and the Fund will not be able to accept non-concessional contributions.
- (h) My TFN is \_\_\_\_\_
- (i) I agree to act as a Trustee for the Fund or to act as a Director of the Trustee.

<b>Name:</b>	
<b>Address:</b>	
<b>Date of Birth:</b>	

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (Please ensure that you date this part of the form)

## SCHEDULE B

### NON-BINDING DEATH BENEFIT NOMINATION

Complete this form if you wish to nominate who should receive your superannuation benefits on your death, but you do not want that nomination to be binding on the trustee.

**Details of the Fund and Member**

**Fund Name:** \_\_\_\_\_

**Member Name:** \_\_\_\_\_

**Member Address:** \_\_\_\_\_

**Beneficiaries**

The person or persons nominated must be either a Dependant or Dependents (as defined under the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation Industry (Supervision) Regulations 1994 (Cth)*) or your legal personal representative (**LPR**). If you wish to nominate your LPR, please write "LPR" in the first column, below.

**To the Trustee of the Fund:**

I request the trustee to pay, upon my death, benefits to the person or persons, and in the proportions, nominated below:

Full Name of Beneficiary	Full Address of Beneficiary (write LPR if the Beneficiary is your LPR)	Beneficiary's Relationship to the Member	% of Total Benefit
<b>Total must equal 100%</b>			<b>100%</b>

**Alternate Beneficiaries**

If any of the Beneficiaries nominated above predecease me, I request the trustee to pay, upon my death, the part of my death benefit that would otherwise have been payable to the deceased Beneficiary noted above, to the person or persons nominated below:

Name of the initial Beneficiary nominated	Name of the Alternate Beneficiary taking the place of the deceased Beneficiary	Alternate Beneficiary's Relationship to the Member	Proportion of the initial Beneficiary's Benefit to be payable to the Alternate Beneficiary

**Member to Sign Non-Binding Death Benefit Nomination**

*You must sign this form below.*

\_\_\_\_\_  
Signature of Member

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date (Please ensure that you date this part of the form)

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>PROPERTY CENTRAL - PENRITH</b> 352 High Street PENRITH NSW 2750	phone 02 4728 4000 fax 02 4722 5226 ref Brad Drew
co-agent	Not Applicable	phone fax ref
vendor	<b>NICHOLAS GUSTAV REIMER</b>	
vendor's solicitor	<b>BURSTON COLE &amp; ASSOCIATES PTY LIMITED</b> 352 High Street, Penrith 2750 PO Box 42, Penrith NSW 2751 DX 8003 Penrith email: conveyancing@bcmsol.com.au	phone 02 4732 2944 fax 02 4721 5980 ref ML:190299
date for completion	56 <sup>th</sup> day after the contract date (clause 15)	
land (address, plan details and title reference)	<b>39 GREAT WESTERN HIGHWAY, EMU PLAINS</b> Registered Plan: Lot 11 in Deposited Plan 244074 <b>Folio Identifier 11/244074</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

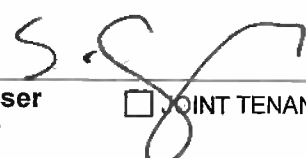
**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser	OUZAS ECO DEVELOPMENTS PTY LTD AS TRUSTEE FOR OUZAS ECO DEVELOPMENTS SUPER FUND UNIT 30, 37 IREDALE STREET, NEWTOWN NSW 2042			
purchaser's <input checked="" type="checkbox"/> solicitor	MEROP KEHAGIADIS PO BOX 309, MOSMAN NSW 2088	phone	0412 294776	
<input type="checkbox"/> conveyancer	email:	fax		
price	\$ 470,000		MEROP @ OPTUSNET.COM.AU	
deposit	\$ 47,000		(10% of the price, unless otherwise stated)	
balance	\$ 423,000			
contract date 16/11/19			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness



GST AMOUNT (optional)  
The price includes  
GST of: \$

purchaser

JOINT TENANTS     tenants in common     in unequal shares

witness



**Choices**

Vendor agrees to accept a *deposit bond* (clause 3)  NO  yes  
 Proposed *electronic transaction* (clause 30)  no  YES

**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable  NO  yes  
 GST: Taxable supply  NO  yes in full  yes to an extent  
 Margin scheme will be used in making the taxable supply  NO  yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))  
 by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))  
 GST-free because the sale is the supply of a going concern under section 38-325  
 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O  
 input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *RW payment*:  NO  yes  
 (residential withholding payment) (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

***RW payment (residential withholding payment) – further details***

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid:  AT COMPLETION  at another time (specify):

Is any of the consideration not expressed as an amount in money?  NO  yes

if "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 document relevant to off-the-plan sale</p> <p><b>Other</b></p> <p><input type="checkbox"/> 58 Other:</p>
<p><b>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</b></p>	

## CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
  - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

**ADDITIONAL CLAUSES FOR ANNEXURE TO CONTRACT FOR SALE OF LAND  
DATED**

30. The standard conditions of this Contract are amended as follows:
- a) Clause 7.1.1 by deletion of "5%" and the insertion of "1%" in lieu thereof;
  - b) Clause 16.5 by deletion of "plus another 20% of that fee";
  - c) Clause 16.8 is deleted.
  - d) Clause 16.9 is amended by deleting "If any of the deposit is not covered by a bond or guarantee,"
  - e) Clause 16.12 is amended by deleting "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee"
  - f) Clause 18.7 is deleted
31. The parties acknowledge and agree that fourteen days will be accepted by them as a reasonable and proper period to specify in any notice to complete which either of them may become entitled to serve pursuant to this Contract for the sale and purchase of land.
32. The Purchasers acknowledge that they are purchasing the improvements situated on the property and the inclusions set out in the Particulars on the front page of this contract in their present condition and state of repair and subject to any infestation and dilapidation and as a result of their own inspection and that neither the Vendor nor anyone on his/her behalf have made any representations in respect of same. The Vendor discloses that the dwelling constructed on the property may not be structurally sound.
33. Should the Vendor, or the Purchasers, or any one of them:
- a) die or become mentally ill or be declared bankrupt or;
  - b) being a company resolve to go into liquidation or have a petition for the winding up filed, or enter into any scheme or arrangement with its creditors under Part 5.1 of the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of it,
- then either party may, by notice in writing to the other party or his representative rescind this Contract for the sale and purchase of land
34. The Purchaser warrants to the Vendor that he has not been introduced to the property by any real estate agent, other than the Vendor's agent named at the head of this Contract for the sale and purchase of land. It is agreed that the benefit of this warranty shall not merge upon completion of this Contract for the sale and purchase of land.

35. It is a term of this Contract for the sale and purchase of land that in the event completion does not take place within 56 days of the date hereof then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase monies and any other monies payable to the Vendor, interest on the balance of purchase monies calculated at the rate of ten percentum (10%) per annum computed from the date specified herein for settlement and calculated up until the actual date of completion PROVIDED HOWEVER that should completion at any time be delayed by reason of the Vendor's default then interest shall not be charged for the period during which the completion was so delayed.
36. If completion of this Contract for the sale and purchase of land does not take place on or before the completion date through no fault of the Vendor, the Purchaser shall pay to the Vendor as an adjustment upon completion the sum of \$220.00 to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Purchaser hereby acknowledges that the interest rate stated in special condition 35 and the costs and expenses aforesaid represent a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the completion date and it is an essential term of this Contract for the sale and purchase of land that the interest and costs and expenses as provided by special condition 35 and this condition are paid on completion.
37. The vendor discloses that the carport may have been erected on the property without the approval of Penrith City Council. The Purchasers acknowledges and accepts that this disclosure by the Vendor is sufficient disclosure for the purpose of Section 52A of the Conveyancing Act 1919 as amended and Conveyancing (Sale of Land) Regulation 2010 and the Purchasers agree and acknowledge that they shall take title subject thereto and shall not be entitled to rescind this agreement, make any objection, requisition or claim for compensation in respect of the matters disclosed herein and shall not be entitled to delay completion of this agreement because of the failure of the local Council to issue a Building Certificate as a result of any of the matters disclosed herein.



Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/244074

SEARCH DATE	TIME	EDITION NO	DATE
17/8/2019	9:07 PM	1	13/12/1995

LAND

LOT 11 IN DEPOSITED PLAN 244074  
AT EMU PLAINS  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF STRATHDON COUNTY OF COOK  
TITLE DIAGRAM DP244074

FIRST SCHEDULE

NICHOLAS GUSTAV REIMER

(T 0764047)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP244074 RESTRICTION(S) ON THE USE OF LAND
- \* 3 AM954289 CAVEAT BY SAMANTHA MACHELL

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

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PRINTED ON 17/8/2019

Provided on 17/08/2019 09:07 PM by CITEC Confirm

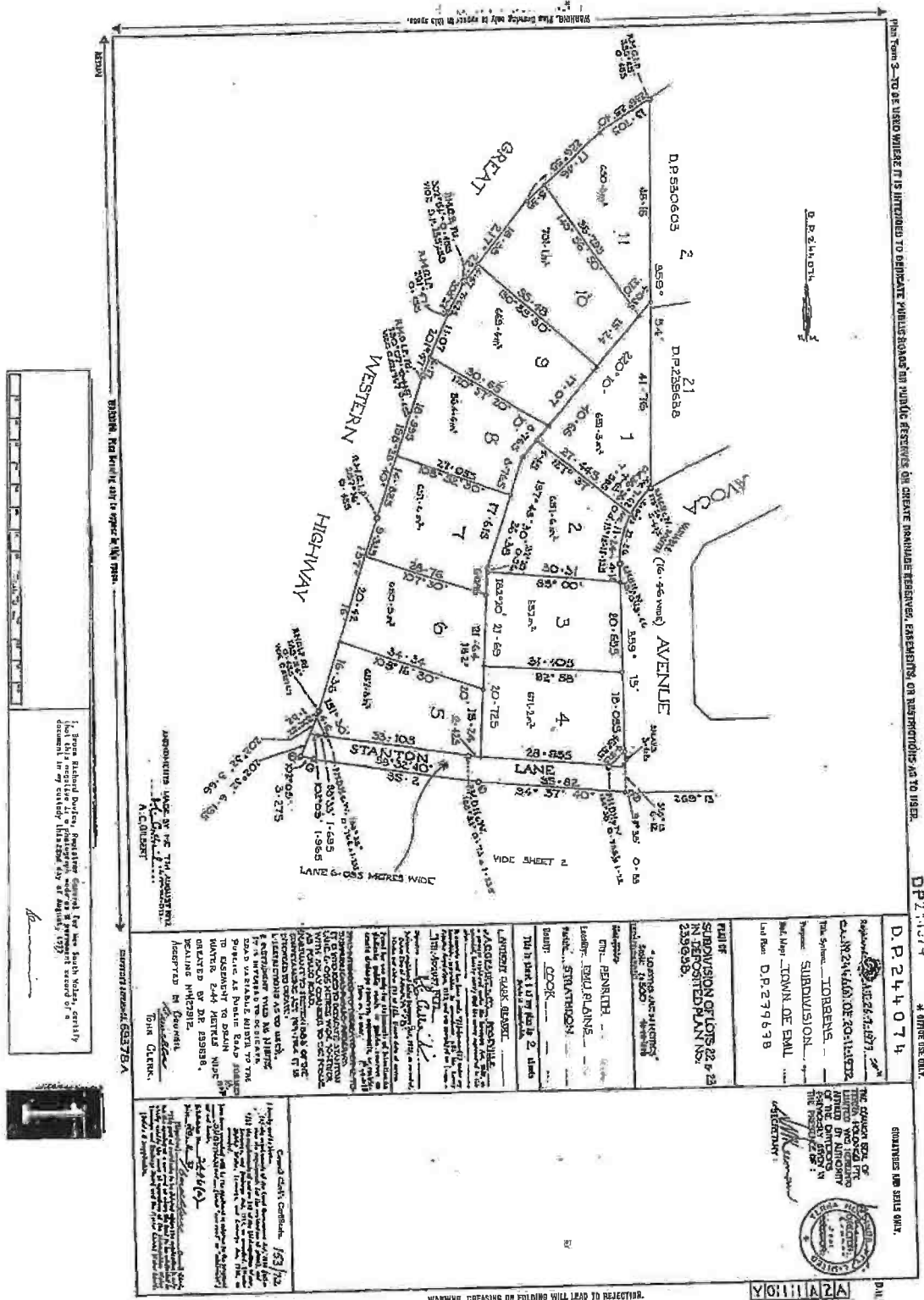
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

Property Exchange Australia Limited, a reseller of CITEC Confirm hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act, 1900.

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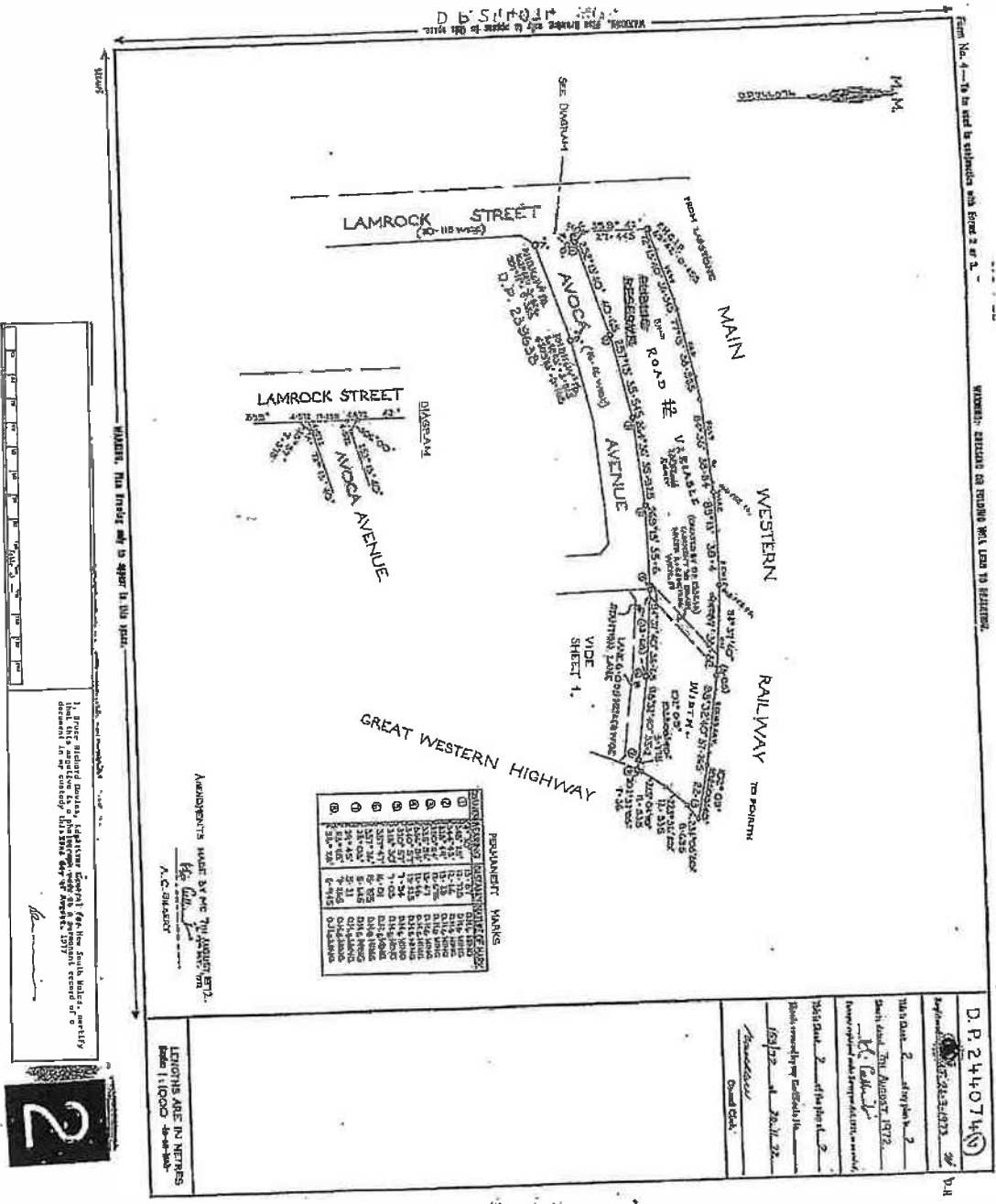
Plan Form 3 - TO BE USED WHILE IT IS INTENDED TO DEMONSTRATE WHETHER ROADS OR PUBLIC SERVICES OR CREASES, EASEMENTS OR ENCUMBRANCES AS TO USES.

D.P. 244074 \* UNDER THE ACT.

I, James Richard Parker, Registrar General for New South Wales, certify that this is a true and correct copy of the original plan as deposited with me on the 17th day of August, 1992.

<p><b>D.P. 244074</b></p> <p>Subdivision of Lots 22 &amp; 23 in Deposited Plan No. 239638.</p> <p>Lot Plan: D.P. 279638</p> <p>Subdivision of Lots 22 &amp; 23 in Deposited Plan No. 239638.</p> <p>Lot Plan: D.P. 279638</p> <p>Subdivision of Lots 22 &amp; 23 in Deposited Plan No. 239638.</p> <p>Lot Plan: D.P. 279638</p>	<p>THE COMMON SEAL OF THE REGISTRAR GENERAL FOR NEW SOUTH WALES</p> <p>REGISTERED</p> <p>1992</p> <p>17 AUG 1992</p> <p>17 AUG 1992</p> <p>17 AUG 1992</p>
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



DP244074

2

Reg:R813643 /Doc:DP 0244074 B /Rev:16-Jun-1992 /NSW LRS /Egs:ALL /Pr:17-Aug-2019 21:07 /Seq:1 of 1  
© Office of the Registrar-General /s/c:CITEC /Ref:85b053d3-ead4-4920-8f9b-54430add4f4e

No for 27-1-72

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 2 of 2 Sheets)

Plan: DP244074 Subdivision of land covered by Council Clerk's Certificate No. 153/72

**PART 2.**

1. Terms of restriction as to uses finally referred to in above-mentioned plan
  - (a) No selling houses are to be erected along street frontages.
  - (b) No extension wall or walls of any building erected are to be of material other than brick, except as provided that this restriction shall lapse after the expiration of five (5) years from the date of its creation.
  - (c) That for the benefit of any adjoining land owned by Terra Holdings Pty. Limited but only during the ownership thereof by Terra Holdings Pty. Limited the mortgagee and assignee of any such purchaser on sale of land shall be entitled to divide the same from such adjoining lot without the consent of Terra Holdings Pty. Limited but such consent shall not be withheld if such fence is erected without notice to Terra Holdings Pty. Limited and in favour of any person dealing with the transferee from Terra Holdings Pty. Limited such consent shall be deemed to have been given in respect of every fence for the time being erected.

The Common Seal of Terra Holdings Pty. Limited was hereunto affixed by authority of the Directors previously given and in the presence of:  
*M. McManus*  
Secretary



Approved by Council

*[Signature]*  
20/11/72

This is Sheet 2 of a 2 Sheet Instrument

N 181786

N182 CC No for 27-1-72

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 1 of 2 Sheets)

Plan: DP244074 Subdivision covered by Council Clerk's Certificate 153/72

**PART 1.**

Full name and address of proprietor of the land.

Terra Holdings Pty. Limited  
92 George Street,  
Perth, W.A.

1. Identity of easement or restriction finally referred to in above-mentioned plan:

Restrictions as to uses.

Schedule of lots, etc. affected.

Lots burdened.	Lots, uses of road, or authority, benefited.
Each lot except 10/11	Every other lot

Approved by Council

*[Signature]*  
20/11/72

This is Sheet 1 of a 2 Sheet Instrument

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.	This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 26th May, 1986																			
<table border="1"> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td> </tr> </table>		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	



**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

Property No: 303969  
Your Reference: ML:190299  
Contact No.

Issue Date: 21 August 2019  
Certificate No: 19/03209

Issued to: Burston Cole & Associates  
352 High Street  
PENRITH NSW 2750

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** COOK

**Parish:** STRATHDON

**Location:** 39 Great Western Highway EMU PLAINS NSW 2750

**Land Description:** Lot 11 DP 244074

**- PART 1 PRESCRIBED MATTERS -**

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

*I(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:*

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.1 - Development Standards. (Note: This policy does not apply to the land to which Penrith Local Environmental Plan 2010 or State Environmental Planning Policy (Western Sydney Employment Area) 2009 apply.)

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

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State Environmental Planning Policy No.64 - Advertising and Signage.  
State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.  
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4 of the policy.)  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.  
State Environmental Planning Policy (State Significant Precincts) 2005.  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2013.  
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.  
State Environmental Planning Policy (Infrastructure) 2007.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Affordable Rental Housing) 2009.  
State Environmental Planning Policy (State and Regional Development) 2011.  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.  
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.  
State Environmental Planning Policy (Primary Production and Rural Development) 2019.

*1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:*

An Annual Update Amendment Planning Proposal applies to this land.

The Planning Proposal seeks to resolve several policy changes, contemporise certain elements and undertake "housekeeping" changes which are minor in nature. (See [www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au) for details).

Draft State Environmental Planning Policy (Western Sydney Corridors) may apply to the land. Further information is available here: <https://www.transport.nsw.gov.au/corridors>.

On 22 June 2018, the NSW Government announced changes to the recommended alignments for the Western Sydney corridors, including continuing with the previously gazetted 1951 corridor for the Bells Line of Road Castlereagh Connection.

Draft State Environmental Planning Policy (Primary Production & Rural Development) applies to the land.

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft Standard Instrument (Local Environmental Plans) Order 2006 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

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*1(3) The name of each development control plan that applies to the carrying out of development on the land:*

Penrith Development Control Plan 2014 applies to the land.

**2 ZONING AND LAND USE UNDER RELEVANT LEPs**

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

*2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.*

*(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)*

**Zone R2 Low Density Residential  
(Penrith Local Environmental Plan 2010)**

**1. Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote the desired future character by ensuring that development reflects features or qualities of traditional detached dwelling houses that are surrounded by private gardens.
- To enhance the essential character and identity of established residential areas.
- To ensure a high level of residential amenity is achieved and maintained.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Shop top housing; Tank-based aquaculture

**4 Prohibited**

Any development not specified in item 2 or 3

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**Flood planning**

All or part of the subject land is identified in Penrith Local Environmental Plan 2010 (PLEP 2010) Clause 7.2 Flood Planning. Development consent is required for any development on land to which Clause 7.2 of PLEP 2010 applies.

**Additional information relating to Penrith Local Environmental Plan 2010**

**Note 1:** Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

**Note 2:** Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

**Note 3:** Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

**Note 4:** A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

**Note 5:** Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

**Note 6:** Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

**Note 7:** Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

**Note 8:** Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

**Note 9:** Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

**Note 10:** Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

**Note 11:** Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

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*2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:*

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

*2(f) whether the land includes or comprises critical habitat:*

(Information is provided in this section only if the land includes or comprises critical habitat.)

*2(g) whether the land is in a conservation area (however described):*

(Information is provided in this section only if the land is in a conservation area (however described).)

*2(h) whether an item of environmental heritage (however described) is situated on the land:*

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

***2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006***

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

**3 COMPLYING DEVELOPMENT**

***HOUSING CODE***

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

***RURAL HOUSING CODE***

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.



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***LOW RISE MEDIUM DENSITY HOUSING CODE***

(The Low Rise Medium Density Housing Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Medium Density Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

Please note that Council has been deferred from the application of Part 3B of the Low Rise Medium Density Housing Code until 31 October 2019. That Part will not apply to Penrith Local Government Area during this time.

***GREENFIELD HOUSING CODE***

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

***HOUSING ALTERATIONS CODE***

Complying development under the Housing Alterations Code **may** be carried out on the land.

***GENERAL DEVELOPMENT CODE***

Complying development under the General Development Code **may** be carried out on the land.

***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

***SUBDIVISIONS CODE***

Complying development under the Subdivisions Code **may** be carried out on the land.

***DEMOLITION CODE***

Complying development under the Demolition Code **may** be carried out on the land.

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***COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE***

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code may be carried out on the land if the land is within one of the abovementioned zones.

***FIRE SAFETY CODE***

Complying development under the Fire Safety Code may be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

***4 COASTAL PROTECTION***

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

***5 MINE SUBSIDENCE***

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

***6 ROAD WIDENING AND ROAD REALIGNMENT***

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

***7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS***

***(a) Council Policies***

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

***(b) Other Public Authority Policies***

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

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The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

(1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) (if such uses are permissible on the land) is subject to flood related development controls.

(2) Development on the land or part of the land for industrial or commercial purposes (if such uses are permissible on the land) is subject to flood related development controls.  
Development on the land or part of the land for purposes other than industrial or commercial, or for purposes other than those referred to in (1) above, will be considered on a merits based approach and flood related development controls may apply.

Note 1: The land is subject to Penrith Development Control Plan 2014 Section C3.5 Flood Planning. On application and payment of the prescribed fee Council may be able to provide in writing a range of advice in regard to the extent of flooding affecting the property.

Note 2: Additional information is available in the s10.7(5) information in respect of the land, relating to a low flood island.

**8 LAND RESERVED FOR ACQUISITION**

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**9 CONTRIBUTIONS PLANS**

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

**9A BIODIVERSITY CERTIFIED LAND**

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*. (Note. biodiversity certified land includes land certified under

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Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.)

**10 BIODIVERSITY STEWARDSHIP SITES**

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates. Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardships agreements under Part 5 of the *Biodiversity Conservation Act 2016*.)

**10A NATIVE VEGETATION CLEARING SET ASIDES**

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

**11 BUSH FIRE PRONE LAND**

The land is not identified as bush fire prone land according to Council records.

**12 PROPERTY VEGETATION PLANS**

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

**13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

(Information is provided in this section only if Council has been notified that an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.)

**14 DIRECTIONS UNDER PART 3A**

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

**15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or

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- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

**17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

**18 PAPER SUBDIVISION INFORMATION**

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

**19 SITE VERIFICATION CERTIFICATES**

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

**NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate**

- (a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)
- (b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)
- (c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)
- (d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

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(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

**20 LOOSE FILL ASBESTOS INSULATION**

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989))

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(Information is provided in this section only if Council is aware of any "affected building notice" and/or a "building product rectification order" in force for the land).

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.  
Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) and 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

**Warwick Winn  
General Manager**

per



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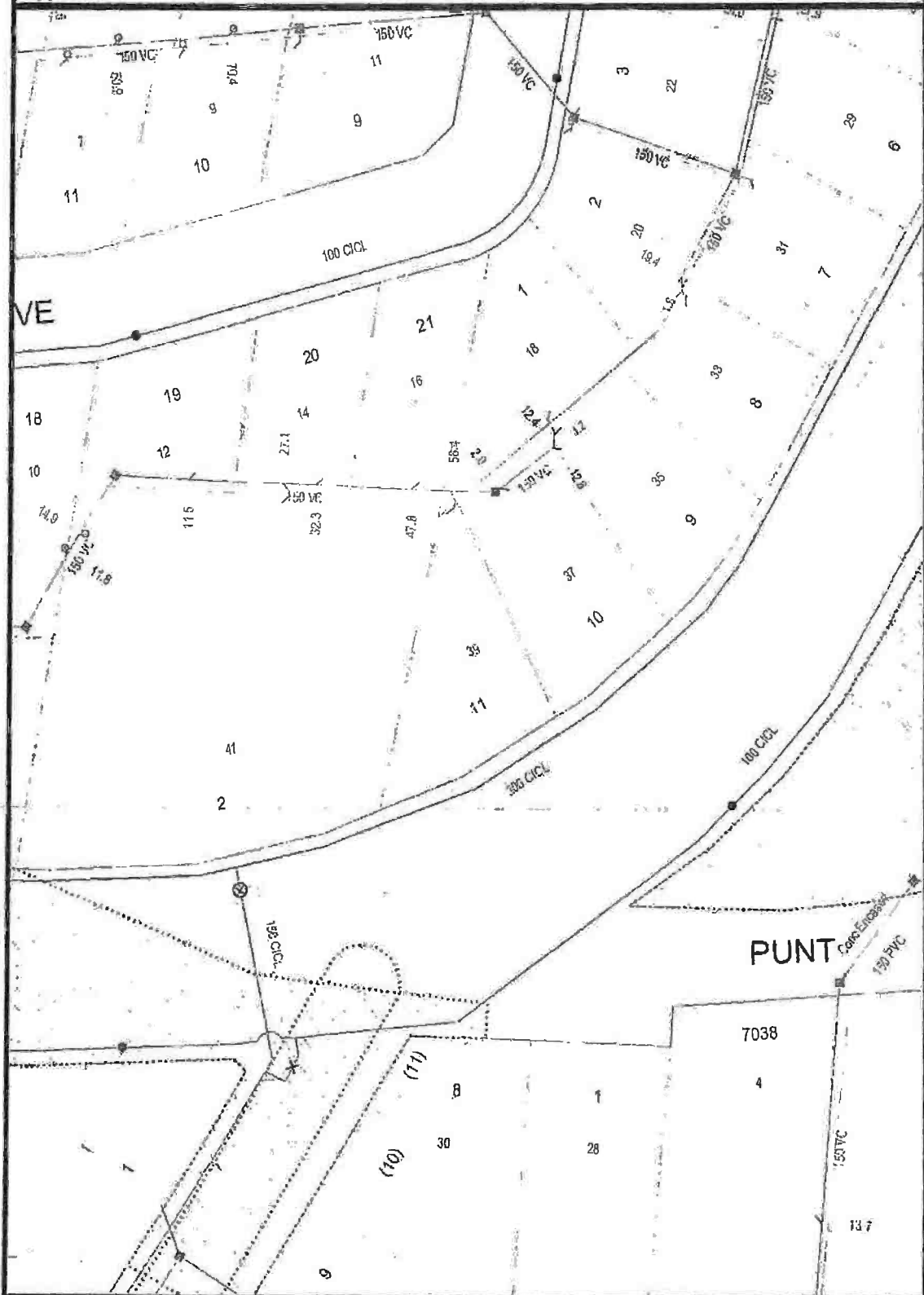
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**Please note:**

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

**DIAGRAM OF SANITARY DRAINAGE** *Rogerson*

Municipality of *PENRITH* NO SEWER AVAILABLE *✓* Diagram No. *917157*

*Lot 11 Great Western Highway Ennis Plains*  
*Opp: New River Rd.*

1731 359



DATE OF PROGRESS INSPECTION	NAME OF INSPECTOR
<i>20-12-80</i>	<i>Robson</i>

NO SIGNATURE SLIP RECEIVED FOR PLUMBING DRAINAGE  
PLUMBING DRAINAGE FOUND COMPLETED  
NOT SUPERVISED

INSPECTOR *20-12-80*

CERTIFICATE

9-10 P.L.G.  
SHEET No. *T1416*

Scale 1 : 500

For Engineer-in-Chief

814

DRAINAGE		BRANCH OFFICE	PLUMBING	
Supervised by	Date		Supervised by	Date
Inspector		<i>3 JUN 1980</i>		
Examined by		W.C. _____	Dist. _____	Plg. _____
<i>Chief Inspector</i>		Blk. _____	K.S. _____	Dip. Ill. _____
Tracing Checked		Slur. _____	T. _____	Dgo. Ext. _____

W.C. \_\_\_\_\_  
Dist. \_\_\_\_\_  
Plg. \_\_\_\_\_  
Blk. \_\_\_\_\_  
K.S. \_\_\_\_\_  
Dip. Ill. \_\_\_\_\_  
Slur. \_\_\_\_\_  
T. \_\_\_\_\_  
Dgo. Ext. \_\_\_\_\_

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown herein are approximately only.

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

**WARNING—SMOKE ALARMS**

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.
3. There is NO COOLING OFF PERIOD:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

**WARNINGS**

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

## 1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979, entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an undorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*, and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims; to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –

- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under legislation; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under legislation, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and



- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment notification form* to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The parties must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under legislation, the parties must on completion adjust the reduced amount.
- 14.4 The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The parties must complete by the date for completion and, if they do not, a party can serve a notice to complete if that party is otherwise entitled to do so.

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - remittance amount payable;
  - RW payment; and
  - amount payable by the vendor to the purchaser under this contract and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *deposit holder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 If the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them *separately* and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title**• **Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.4 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the adjustment date –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the adjustment date any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the property is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days after the contract date*.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served on the contract date*.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 normally, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General or the registration copy of that document.
- 26 Crown purchase money.**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer.**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days after the contract date*.
- 27.3 The vendor must apply for consent *within 7 days after service* of the purchaser's part.
- 27.4 If consent is refused, either party can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can *rescind within 7 days after receipt by or service upon the party of written notice of the conditions*.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or*
- 27.6.2 *within 30 days after the application is made, either party can rescind.*
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement; or*
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen; each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this *transaction* being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation* from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited* to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 normally, the *parties* must choose that financial settlement not occur; however



- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate title data</i>      | to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .  |
- 31 **Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4     *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3     The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4     If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5     If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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