

CONFORMED COPY OF TRUST DEED

**Trust Deed
establishing
Life Eternal Trust (Australia)**

Dated 21 November 1986

**(as amended by deeds of amendment dated 24 February 2000,
30 November 2006 and 28 November 2007 and by a deed of
variation dated 30 September 2014)**

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ACNC means the Australian Charities and Not-for-Profits Commission constituted under the *Australian Charities and Not-for-Profits Commission Act 2012* (Cth) or any other body responsible for the registration of charities under Commonwealth law.

Associate has the meaning outlined in section 318 of the *Income Tax Assessment Act 1936* (Cth).

Commissioner means the Commissioner of the ACNC under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

Donor means the donor of a gift to the Trust.

Financial Year means the period from the date of this deed to the following 30 June and then each period of 12 months beginning on 1 July and ending on 30 June in each year, or any other period that the Trustee decides.

Her Holiness means Her Holiness Shri Mataji Nirmala Devi.

ITAA 97 means the *Income Tax Assessment Act 1997* (Cth).

Officer of the Trustee includes a director, the President, a member of a committee of management or any other controlling body of the Trustee.

President means an Officer appointed as the President under clause 10.

Sahaja Religion means the Sahaja (Innate) Religion, which is the integration of all Religions and is otherwise known as The Universal Pure Religion or Vishwa Nirmala Dharma, as taught by Her Holiness.

Settled Sum means one dollar (\$1).

Settlor means the person named in this deed as the Settlor, who paid the Settled Sum to the Trustee to establish the Trust.

Trust means the Trust established under this deed.

Trustee means the person named in this deed as the Trustee and any other Trustee for the time being of the Trust.

Trust Fund means:

- (a) the Settled Sum;

THIS DEED is made on 21 November 1986

by:

1.

and

2.

3.

4.

RECITALS

A

I wishes to establish
an institution for the purposes outlined below.

B. The Settlor has paid the Settled Sum to the Trustees to hold on the trusts outlined in this deed.

THIS DEED WITNESSES as follows:

1 Name

The Trust is to be known as **Life Eternal Trust (Australia)**.

2 Definitions and interpretation

2.1 Definitions

In this deed:

- (b) all money, investments and assets paid or transferred to and accepted by the Trustee as additions to the Trust Fund;
- (c) all income of the Trust Fund including income earned or to which it is entitled;
- (d) all accretions to the Trust Fund;
- (e) all accumulations of income;
- (f) all money, investments and property from time to time representing the above or into which they are converted; and
- (g) includes any part of the Trust Fund.

Trust Purpose means the purposes set out in clause 4.1.

Uncommercial Transaction has the meaning given to that term in clause 5.1.

2.2 Interpretation

In this deed unless the context requires otherwise:

- (a) the singular (including defined terms) includes the plural and the plural includes the singular, and words of any gender include all genders;
- (b) a reference to this deed means this deed as originally executed and as from time to time lawfully amended;
- (c) a reference to any legislation or legislative instrument, or a provision of any legislation or legislative instrument, includes any amendment to that legislation or legislative instrument or provision, any consolidation or replacement of that legislation or legislative instrument or provision, and any subordinate legislation or legislative instrument made under that legislation or legislative instrument; and
- (d) a reference to a meeting includes a meeting by technology where all attendees have reasonable opportunity to participate;

2.3 Headings

Headings are used for convenience only and do not affect the interpretation of this deed.

3 Declaration of trust

The Trustee declares that it has received the Settled Sum from the Settlor, and must operate the Trust and hold the Trust Fund on the trusts, with the powers and subject to the provisions in this deed.

4 Trust Purpose

4.1 Trust Purpose

The purposes for which the Trust is established are:

- (a) the advancement of the Sahaja Religion by:
 - (i) promoting and propagating the understanding and practices and the maintenance of the spiritual teachings of the Sahaja Religion as taught by Her Holiness by providing and facilitating lecture courses, public meetings, study groups, seminars, Sahaja Yoga or any other means as determined by the President and the Trustee from time to time; and
 - (ii) establishing and maintaining such centres, including meeting places, places of worship, libraries, ashrams, retreats, hospitals, medical and agricultural research centres and schools as determined by the President and the Trustee from time to time; and
- (b) to do such other things as are incidental or conducive to the attainment of these purposes, including establishing a public fund.

4.2 Application of income and capital

The Trustee must hold the Trust Fund on trust to pay or apply all or any part of the income and capital of the Trust Fund solely for the purposes of the Trust under clause 4.1.

4.3 Factors Trustee may consider

In exercising its discretions under clause 4.2, the Trustee may have regard to the provisions and purposes, so far as they are consistent with the Trust Purpose, of any other Trust (including a Trust established by a testamentary instrument) where:

- (a) the capital of the other Trust has been transferred to or otherwise vested in the Trustee to hold on the Trusts of this deed; and
- (b) the Trustee of the other Trust has requested the Trustee to recognise the provisions or purposes of the other Trust in exercising the Trustee's discretions and powers under this deed.

4.4 Policies and rules

For the purpose of paying or applying the Trust Fund, the Trustee may:

- (a) formulate policies;
- (b) make rules in connection with a policy; and
- (c) revoke or amend a policy or rule and formulate others.

5 Uncommercial Transactions and Benefits

5.1 Definition of Uncommercial Transaction

For the purposes of this clause 5, an **Uncommercial Transaction** means the provision of a financial or other benefit on terms which:

- (a) would not be reasonable in the circumstances if the benefit were provided on an arm's length basis; or
- (b) are more favourable to the recipient than the terms referred to in clause 5.1(a);

and which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.

5.2 Uncommercial Transactions

The Trustee may not enter into an Uncommercial Transaction unless the transaction is:

- (a) in the course or furtherance of the Trust Purpose; and
- (b) on terms more favourable to the Trust than would otherwise be expected under an arm's length transaction.

5.3 Benefits

Apart from a payment or application under clauses 4.2, 5.2 or 12, a payment or a benefit provided to any Officer, employee or agent of the Trustee or any professional person or other contractor, or a payment or application allowed by the Commissioner, both while the Trust is operating and upon its winding up, no part of the Trust Fund or the income of the Trust Fund may be paid or applied, directly or indirectly, to or for:

- (a) the Settlor;
- (b) a Trustee;
- (c) a Donor;
- (d) an Associate of the Settlor, a Trustee or a Donor; or
- (e) any member Officer, employee or agent of a Trustee.

6 Qualifications, Appointment & Resignation of Trustee

6.1 Qualifications

The Trustee must be:

- (a) a company or other body corporate whose board of directors or other controlling body is comprised of at least three individuals; or
- (b) comprised of at least three individuals.

6.2 Appointment & resignation of new Trustees

- (a) The Trustee may, in writing, appoint another person complying with clause 6.1 as Trustee in its place.
- (b) Where the Trustee is a company or other body corporate, the Trustee may resign this role and shall be deemed to have vacated this role upon the appointment of a new Trustee under this clause.
- (c) An individual Trustee may resign from his or her trusteeship and shall be deemed to have vacated his or her trusteeship if any of the following occur:

- (i) upon the appointment of a person as their successor as a Trustee; or
 - (ii) he or she goes to reside permanently or indefinitely outside Australia; or
 - (iii) he or she refuses to act as a Trustee; or
 - (iv) he or she notifies the remaining Trustees in writing of his or her desire to resign from the trusteeship; or
 - (v) he or she is removed as a Trustee by the Trustees.
- (d) If the requirements in clause 6.1 are at any time not met, the Trustee must not exercise any discretion or power until the requirements are met, except:
- (i) for the purpose of exercising a statutory power to appoint a new or additional Trustee;
 - (ii) to protect the Trust Fund; or
 - (iii) in the case of urgency.
- (e) If the requirements in clause 6.1 are at any time not met and if the Trustee does not or is unable to exercise a statutory power of appointing a new or additional Trustee as outlined in clause 6.2(d), the Trustee may by writing appoint a new or additional Trustee.
- (f) Any Trustee so appointed shall be bound by the Terms of this deed as if a signatory to this deed.
- (g) All acts of the Trustee are valid even if it is later discovered that there was a breach of clause 6.2(d).

7 Trustee's powers

7.1 Operation

The Trustee has powers to manage the Trust Fund in the course or furtherance of the Trust Purpose and may do this by:

- (a) engaging in activities;
- (b) partnering with other organisations; or

- (c) doing such other things as determined by the Trustee.

7.2 Other powers

The Trustee may:

- (a) invest money of the Trust Fund only in a way in which trustees are permitted to invest under the laws of Australia or of any state or territory of Australia;
- (b) change an investment for any others or vary the terms and conditions on which an investment is held;
- (c) sell or otherwise dispose of the whole or any part of the investments or property of the Trust Fund;
- (d) borrow or raise or secure the payment of money and secure the repayment of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge, lien, encumbrance, debenture or other security, fixed or floating, over any present or future asset of any kind and wherever situated;
- (e) take and act on the opinion of a legal practitioner practising in Australia in relation to the interpretation or effect of this deed or any of the trusts or powers of this deed without responsibility for any loss or error resulting from doing so, but this provision does not stop the Trustee from applying to a court of competent jurisdiction;
- (f) take any action for the adequate protection or insurance of any part of the Trust Fund;
- (g) purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;
- (h) subject to the trusts of this deed, generally:
 - (i) perform any administrative act; and
 - (ii) pay or deduct all costs, charges, commissions, stamp duties, imposts, outgoings and expenses of or incidental to the Trust Fund or its management (whether or not the Trustee is under any legal obligation to make the payment) or in connection with the preparation, execution, stamping and amending of this deed, as though the Trustee were the absolute owner of the Trust Fund and the income of the Trust Fund.

- (i) employ and pay or provide any benefit for any employee without being responsible for the default of the employee or for any loss occasioned by the employment;
- (j) engage and pay any agent, contractor or professional person without being responsible for the default of the agent, contractor or employee or for any loss occasioned by the engagement;
- (k) accept as part of the Trust Fund any gifts (by will or otherwise), donations, settlements or other dispositions in money, moneys worth or property to or in favour of the Trust Fund and either retain them in their original form without selling or converting them into money, or invest, apply or deal with them in any way that the Trustee may invest, apply or deal with the Trust Fund under this deed;
- (l) decline or otherwise refuse to accept as part of the Trust Fund any gift (by will or otherwise), donation, settlement or other disposition in money, moneys worth or property;
- (m) manage any real property it holds with all the powers of an absolute owner; and
- (n) do all other things incidental to the exercise of the Trustee's powers under this deed.

7.3 Powers are supplementary

The powers and discretions in clause 7.2 are to be treated as supplementary or additional to the powers vested in trustees by law.

8 Liability for breaches of trust

8.1 Indemnity

Subject to clause 8.2, the Trustee and any Officer, agent or employee of the Trustee, where purporting to act in the exercise of the trusts of this deed or in the exercise of powers or discretions under this deed, is:

- (a) not liable for any loss or liability; and
- (b) entitled to be indemnified from the Trust Fund in respect of any loss, liability, costs and expenses relating to:

- (i) entering into this deed or any deed amending this deed;
- (ii) establishing, operating, administering, amending, terminating and winding up the Trust; or
- (iii) all matters incidental to the Trust; and

all liability incurred (including liability for income tax and any other taxes and all fines and penalties payable in relation to those taxes) and acts and things done in connection with or resulting from the matters referred to in this clause 8.1(b) including, but not limited to, the Trustee performing its duties and exercising its powers and discretions under this deed.

8.2 Limitations

Notwithstanding clause 8.1, the Trustee and an Officer, agent or employee of the Trustee is prohibited from being indemnified from the Trust Fund if the loss, liability, cost or expense is attributable to:

- (a) the dishonesty of that Trustee, Officer, agent or employee of the Trustee;
- (b) gross negligence or recklessness of that Trustee, Officer, agent or employee of the Trustee; or
- (c) a deliberate act or omission known by that Trustee, Officer, agent or employee of the Trustee to be a breach of trust.

9 Financial Information

9.1 Trustee to keep accounts

The Trustee must keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Fund and of all dealings connected with the Trust Fund.

9.2 Financial statements

As soon as practicable after the end of each Financial Year the Trustee must prepare or cause to be prepared financial statements showing the financial position of the Trust Fund at the end of that financial year in accordance with the accounting standards.

9.3 Audit

Each Financial Year, the Trustee must arrange for an audit or review of the financial statements for that Financial Year in accordance with laws applicable to the Trust.

9.4 Receipts

Receipts issued for gifts to the Trust Fund must state:

- (a) the name of the Trust Fund and that the receipt is for a gift made to the Trust Fund;
- (b) the Australian Business Number applicable to the Trust;
- (c) the fact that the receipt is for a gift; and
- (d) any other matter required to be included on the receipt pursuant to the requirements of the ITAA 97.

10 President

- (a) The first President of the Trust is Her Holiness.
- (b) Any succeeding President shall be:
 - (i) a person appointed in writing by the President as his or her successor to replace the President upon his or her death or resignation; or
 - (ii) where no President is appointed under clause (b)(i), where the President is absent from the role of the President for a period exceeding six (6) months without prior approval of the Trustee, or where the President is no longer able to continue his or her role as the President for a period exceeding six (6) months, a person appointed in writing by the Trustee.
- (c) Any President so appointed shall be bound by the Terms of this deed.
- (d) The President shall have responsibility to:
 - (i) co-ordinate, conduct and provide guidance and policy on religious ceremonies and practices of the Trust;

- (ii) mediate and resolve any dispute arising in respect of the Trust, including disputes between the Trustees; and
- (iii) chair the meetings of the Trustee.

11 Amending this deed

- (a) The Trustee may by deed revoke, add to or vary any of the provisions of this deed, so long as:
 - (i) no part of the Trust Fund or the income of the Trust Fund becomes subject to any trusts other than public charitable trusts under the laws of Australia or of any state or territory of Australia;
 - (ii) no amendment is made which authorises the Trustee to invest money of the Trust Fund other than in a manner in which trustees are permitted to invest under the laws of Australia or of any state or territory of Australia; and
 - (iii) no amendment is made to this clause 11 so as to permit this deed to be amended in a manner prohibited by this clause 11.
- (b) Where required, the Trustee must promptly notify the Commissioner and the ACNC in writing of any amendment to this deed.

12 Payments to the Trustee

The Trustee may apply the Trust Fund to:

- (a) pay, or reimburse the Trustee for, reasonable expenses incurred by the Trustee as trustee of the Trust; and
- (b) pay fair and reasonable remuneration for the services of the Trustee in administering the Trust, at a rate not exceeding that permitted by law in the case of a licensed trustee company under the *Corporations Act 2001* (Cth).

13 General

13.1 Contributions from the public

The Trustee must invite the public to contribute to the Trust Fund.

13.2 Receipts by others

The receipt of the person purporting to be the treasurer, secretary or other proper Officer of any recipient of a payment or application of income or capital from the Trust Fund is a sufficient discharge to the Trustee and the Trustee need not see to the application of the payment or application.

13.3 Trustee's discretions and powers

Except where there is an express contrary provision in this deed, every discretion given to the Trustee is absolute and uncontrolled and every power given to it is exercisable at its absolute and uncontrolled discretion.

13.4 Personal interest of Trustee

Subject to the requirements of clause 5 and any applicable law, the Trustee and any Officer of the Trustee may exercise or concur in exercising all powers and discretions given by this deed or by law even though the Trustee or that person:

(a) has or may have a direct or personal interest or a conflict of fiduciary duty in the method or result of exercising the power or discretion; or

(b) may benefit either directly or indirectly from the exercise of any power or discretion;

and even though the Trustee is a sole Trustee.

13.5 Delegation of powers

Subject to the requirements of clause 6 and any applicable law, the Trustee may by power of attorney or otherwise delegate to any person any of the discretions or powers given to it under this deed. The exercise of any of the discretions or powers of this deed by an attorney or delegate is valid and effectual and binds all persons interested under this deed.

13.6 Trustee's decisions

The Trustee may decide:

- (a) whether any money is to be considered as capital or income;
- (b) whether any expense, outgoing or other payment ought to be paid out of capital or income; and
- (c) all questions and matters of doubt arising in the execution of the trusts of this deed.

Every decision on these matters, whether made on a question actually raised or implied in the acts or proceedings of the Trustee, is conclusive and binds all persons interested under this deed.

14 Winding up

If on the winding up of the Trust any property remains after the satisfaction of all its debts and liabilities, the Trustee must give and transfer the property to or for one or more entities:

- (a) with public charitable purposes as the Trustee decides; and
- (b) whose governing documents prohibit the distribution of its income and property among its members to an extent at least as great as imposed under this deed.

15 Governing law

This deed is governed by the laws of New South Wales.

SIGNING PAGE

EXECUTED AS A DEED

Signed by _____	Trustee): _____
in the presence of:	
_____ (signed) _____	_____ (signed) _____
Witness	

Name	

Signed by _____	Trustee): _____
in the presence of:	
_____ (signed) _____	_____ (signed) _____
Witness	

Name	

Signed by _____	Trustee): _____
in the presence of:	
_____ (signed) _____	_____ (signed) _____
Witness	

Name	

Signed by _____

(Trustee): _____

in the presence of:

_____ (signed) _____

, (signed) _____

Witness

Name