

DEED FOR CHARITABLE TRUST

MATA CHINTAPURNI ARTS/CULTURE & EDUCATION TRUST

ESTABLISHED ON

28th June, 2011

BY

**Himmat Kumar Arora
Suraj Kumar
Balbir Singh
[the "Founder"]**

and

**Shiva Shakti Charitable Pty Ltd
ACN 149 585 473
[the "First Trustee"]**

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MATA CHINTAPURNI ARTS/CULTURE & EDUCATION TRUST

DEED OF TRUST

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THIS DEED OF TRUST is made is made this 28th day of June, 2011.

Counterpart Declaration Of Trust
Exempt Section 38-3
Doc ID: 2739314, 05 Aug 2011
SRO Victoria Duty, UKSO

Parties

1. Himmat Kumar Arora of State of
Victoria

Suraj Kumar of State of Victoria

Balbir Singh of State of Victoria

(the "Founder")

and

2. Shiva Shakti Charitable Pty Ltd, ACN 149 585 473, being a company taken to be registered in the State of Victoria and having its registered office at 20 Douglas Avenue, St Albans in the said State (the "First Trustee")

Recitals

- A. The Founder wishes to establish a trust in Australia to be known as the Mata Chintapurni Arts/Culture & Education Trust. The trust will be a public fund (the "Fund") and will be maintained in perpetuity for public charitable purposes which are within the meaning of that expression in Item 1.5B, section 50-5 in the Act and which are charitable in the legal sense.
- B. The Founder has at the time of execution of this Deed transferred or is about to transfer to the First Trustee the Settlement Sum.
- C. The First Trustee has consented to become the Trustee of the Fund and will hold the Settlement Sum upon the trusts and with and subject to the powers and provisions expressed in this Deed.
- D. The trust will pursue its charitable purposes in Australia.
- E. The expenditure of the Fund will be in Australia to Australian recipients.

THIS DEED WITNESSES:-

1. PRELIMINARY

1.1 DEFINITIONS

In this Deed, the terms and words shall have the following meanings unless the context otherwise requires:-

"Act" means the *Income Tax Assessment Act 1997* (Commonwealth) as amended from time to time.

"Advisory Committee" means the committee (if any) established pursuant to Clause 10.

"Associate" has the same meaning as given to the expression of "donor" in section 78A of the *Income Tax Assessment Act 1936* (Commonwealth).

"Associations Act" means the *Associations Incorporation Act 1981* (Victoria) as amended from time to time.

"Bank Account" means the account conducted by the Trustee for the benefit of the Fund.

"Business Day" means a day which is neither a public holiday in Australia nor a Saturday nor a Sunday.

"Commissioner" means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the Act.

"Corporations Act" means the *Corporations Act 2001* (Commonwealth) as amended from time to time.

"Corporate Trustee" means a Trustee which is a registered company, a corporation, an incorporated association, a legal entity or a body of persons.

"Deductible Gift Recipient" has the same meaning as given to that expression in the Act.

"Deed" means this Deed as amended, varied or supplemented from time to time.

"Financial Year" means each period of twelve (12) months ending on the 30th day of June. The period from the date of execution of this Deed until the next succeeding 30th day of June and the period from the first day of July immediately prior to the Termination Date and ending on the Termination Date shall for the purposes of this Deed each be deemed to be a financial year.

"First Trustee" means the entity known as Shiva Shakti Charitable Pty Ltd, being a company incorporated under the Corporations Act.

"Fund" means the Mata Chintapurni Arts/Culture & Education Trust Fund established pursuant to this Deed.

"Individual Trustee" means a natural person who has been appointed to and has consented to act as a Trustee of the Fund.

"Objects" means the objects set out in Clause 3.2 of this Deed.

"Officer" means a person who is responsible for the direction of a Corporate Trustee.

"Person" includes a natural person, a registered company, a corporation, an incorporated association, a legal entity or a body of persons.

"Responsible Person" means a natural person who:—

- (a) performs a significant public function; or

- (b) is a member of a professional body having a code of ethics or rules of conduct; or
- (c) is officially charged with spiritual functions by a religious institution; or
- (d) is a director of a company whose shares are listed on the Australian Stock Exchange; or
- (e) has received formal recognition from government for services to the community; or
- (f) because of their tenure in a public office or their position in the community, have a degree of responsibility to the community as a whole; or
- (g) is approved as a Responsible Person by the Commissioner.

"Settlement Sum" means the sum of ten dollars (\$10.00) which was settled upon the First Trustees by the Founder to establish the Fund.

"Significant Amendment" in relation to any variation, change, alteration, amendment or revocation of this Deed, means any change which may put at risk or jeopardize the Fund's status as a Deductible Gift Recipient and includes any change made to:-

Clause 3	Purpose of the Trust
Clause 4	Nature of the Trust
Clause 5.1	Composition and qualification of the Trustee
Clause 8	Remuneration of the Trustee
Clause 12.1	Permitted distributions
Clause 12.2	Prohibited transactions
Clause 12.6	Accounts
Clause 12.7	Audit
Clause 13	Amendment
Clause 15	Loss of endorsement
Clause 16	Winding up

"Termination Date" means the date upon which this Fund is wound up in accordance with Clause 16 of this Deed.

"Trustee" means any Person appointed to the office of trustee for the time being of the Fund and such expression shall include:-

- (a) the First Trustee;
- (b) a Corporate Trustee;
- (c) one or more Individual Trustees, as the case may require.

"Trust Fund" includes:-

- (a) the Settlement Sum;
- (b) all moneys, investments and property of every description paid gifted donated assigned or transferred to and accepted by the Trustee as additions to the Settlement Sum;

- (c) the accumulations of income hereinafter directed or empowered to be made;
- (d) all additions and accretions to the foregoing.

1.2 INTERPRETATION

In this Deed, unless the contrary intention appears:—

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) words importing natural persons include corporations;
- (c) words and expressions defined in the Act have the same meaning in this Deed; and
- (d) headings are for ease of reference only and do not affect the construction of this Deed.

2. ESTABLISHMENT OF THE TRUST

The Founder hereby requests the First Trustee to, and the First Trustee hereby declares that it will, hold the Trust Fund upon trust solely for the purposes of attaining the Objects of the Fund and otherwise upon the trusts and with and subject to the powers and provisions expressed in this Deed concerning the same.

3. PURPOSE OF THE TRUST

- 3.1 The Fund has been established and shall be maintained solely for public charitable purposes in Australia.
 - 3.2 The Objects of the Fund are:—
 - (a) to acquire real property and construct a temple for worship;
 - (b) to provide a place of worship for members of the Hindu faith;
 - (c) to provide a venue for social gatherings for members of the Hindu faith and to arrange for social gatherings of the Hindu faith to take place to promote the Hindu faith and the bonds between its members;
 - (d) to provide a venue for social gatherings for members of the Indian community and to arrange for social gatherings of the Indian community to take place to promote the Indian community and the bonds between its members;
 - (e) to provide meals, including communal meals to members of the Hindu faith and Indian community as part of the operation of the temple and the activities operated from the temple;
 - (f) to promote the arts and culture of India and Hinduism;
-

- (g) to construct a community centre for use by members of the Indian community;
- (h) to provide guidance and educational services to newly arrived immigrants from the Indian subcontinent;
- (i) to provide assistance and care to elderly members of the Indian and Hindu community;
- (j) to establish a library containing texts, literature and other printed materials in English, Hindi and Punjabi relevant to the Indian and Hindu community;
- (k) to provide yoga and meditation classes and courses to members of the Indian community.

3.3 In order to attain the Objects of the Trust, the Trustee shall:—

- (a) attract and retain for the Fund the continuing interest and financial support of members of the public;
- (b) solicit donations, gifts, bequests and other forms of financial assistance;
- (c) raise money from the public and establish and administer trusts and funds;
- (d) establish a radio station, television station and publishing house to assist to attain the Objects of the Fund;
- (d) do all things incidental or conducive to the attainment of the Objects or any of them.

4. NATURE OF THE TRUST

- 4.1 The Trustee shall establish and maintain the Fund as a public fund and the Fund shall be a public fund for the purposes of the Act. The purpose of the Fund is to receive all gifts of money and property for the Objects of the Fund.
 - 4.2 The Trustee must invite, attract and encourage the public to make gifts, donations, endowments, trust distributions, contributions and other forms of financial assistance to or for the benefit of the Fund in support of its Objects.
 - 4.3 To give effect to Clause 4.2 hereof, the Trustee shall sponsor, organise and undertake fund raising activities and arrange for the issue of appeals to the public.
 - 4.4 All gifts or donations of money:—
 - (a) from any member of the public; or
 - (b) from any other source,made to the Fund are to be deposited to the bank account of the Fund.
 - 4.5 All gifts or donations of a non-monetary nature or type
-

- (a) from any member of the public; or
- (b) from any other source,

made to the Fund must be specifically identified on a gift register and the value of such non-monetary gifts and donations must be properly assessed and entered into the accounting records of the Fund.

4.6 A receipt must be given by the Trustee to the donor of all gifts or donations, whether of a monetary or non-monetary nature. The receipt must show the following items:-

- (a) the name of the Trust; and
- (b) the Australian Business Number applicable to the Fund;
- (c) if the gift or donation:-
 - (i) is of a monetary nature, the quantum of money received; or
 - (ii) is of a non-monetary nature, a full and accurate description of the item or items the subject of the gift or donation; and
- (d) a statement that the receipt is for a gift.

4.7 Money received from:-

- (a) investments made from the property of the Fund; and
- (b) from the realisation of any property of the Fund,

is to be deposited into the bank account of the Fund.

4.8 Detailed records are to be maintained of all amounts debited from the bank account of the Fund.

4.9 If the Fund is endorsed by the Commissioner as a Deductible Gift Recipient, the Trustee must:-

- (a) act to ensure that the endorsement is not revoked;
- (b) advise the Commissioner in writing if the Trustee believes that the Fund is no longer entitled to be endorsed;

5. TRUSTEE

5.1 COMPOSITION AND QUALIFICATION

- (a) The Trustee must be either:-
 - (i) a Corporate Trustee, the majority of the Officers of which must be Responsible Persons; or
-

- (ii) not less than two (2) nor more than nine (9) Individual Trustees, the majority of whom must be Responsible Persons.
- (b) If at any time the composition and qualification requirements set out in Clause 5.1(a) are not met, the Trustee must not exercise any discretion or power until those requirements are met except:—
 - (i) to appoint a new or additional Trustee; or
 - (ii) to protect the Fund in the case of an emergency.

5.2 APPOINTMENT OF TRUSTEE

- (a) The First Trustee shall not be required to be appointed but its consent to act as Trustee of the Fund is evidenced by its execution of the Deed. It shall remain in office until it retires, is removed or vacates office.
- (b) The First Trustee and any successive Trustee may appoint a new or additional Trustee by passing a resolution in writing to that effect.
- (c) Where a Trustee is unable to pass a resolution, the Founder shall then have power to appoint a new Trustee.
- (d) Other than the First Trustee, each succeeding Trustee shall be required to execute a deed by which it agrees to be bound by this Deed as if it had been a party to this Deed.

5.3 RESIGNATION OF TRUSTEE

- (a) The Trustee may resign upon giving notice in writing to the Founder. The effective date of any such resignation shall be not less than one (1) month from the date upon which the Founder received the notice of resignation unless the Founder consents to a shorter period of notice.
- (b) Where the Trustee is a Corporate Trustee, an Officer of the Trustee may resign in accordance with rules or constitution which governs the Corporate Trustee, without the need to give notice in writing to the Founder.
- (c) Where the Trustee is comprised of Individual Trustees, any one or more of the Individual Trustees may resign by giving notice in writing to the other Individual Trustees. Where the proposed resignation will result in the number of Individual Trustees falling below the minimum provided in Clause 5.1(a)(ii), such resignation shall not take effect until additional Individual Trustees have been appointed to take the place of those Individual Trustees who propose to resign.

5.4 REMOVAL OF TRUSTEE

- (a) Where the Trustee is in breach of any of its obligations or duties under this Deed or under common law, the Founder may by written notice to the Trustee remove the Trustee from office. Such removal may not be effected until the Founder has identified another Person who has consented to act as Trustee.
- (b) The Founder shall have no power to remove an Officer from a Corporate Trustee.

5.5 LOSS OF OFFICE AS TRUSTEE

The office of Trustee becomes vacant if:—

- (a) the Trustee resigns in accordance with Clause 5.3 of this Deed.
- (b) the Trustee is removed in accordance with Clause 5.4 of this Deed.
- (c) the Trustee, being an Individual Trustee:—
 - (i) dies;
 - (ii) has remained out of Victoria for more than two (2) years;
 - (iii) refuses or is unfit to act, or is incapable of acting in all or any of the trusts or powers reposed in or conferred on him;
 - (iv) becomes insolvent or commits an act of bankruptcy.
- (d) the Trustee, being a Corporate Trustee:—
 - (i) enters into external administration of any type;
 - (ii) becomes insolvent or enters into a scheme of arrangement with any one or more of its creditors.

5.6 DUTIES OF OUTGOING TRUSTEE

- (a) A Trustee who has resigned, been removed or otherwise has lost office as Trustee must execute and deliver any and all documents and do every other thing or act necessary to:—
 - (i) ensure the Fund has a new Corporate Trustee or the minimum number of Individual Trustees so that the requirements of Clause 5.1(a) are met.
 - (ii) transfer the legal interest in the property of the Fund to the new or remaining Trustees.
- (b) The provisions contained in Clause 5.6(a) shall not apply to a deceased Individual Trustee, but shall apply to the legal personal representative of that deceased Individual Trustee.

5.7 RELEASE OF OUTGOING TRUSTEE

A Trustee who has resigned, been removed or otherwise has lost office as Trustee shall be released from all obligations and duties in relation to the Fund arising after its date of removal other than the obligations and duties contained in Clause 5.6 hereof.

6. POWERS OF TRUSTEE

6.1 GENERAL POWERS

The Trustee shall manage the Fund and its real and personal property. In addition to the powers conferred on a trustee by law or which are otherwise conferred on it by this Deed, the Trustee has the following powers:—

To invest generally

- (a) The Trustee must invest the funds of the Trust Fund in accordance with the laws of Australia and of Victoria.

To deal with the Trust Fund generally

- (b) either alone or jointly with any other person to hold, use, purchase, acquire, construct, demolish, maintain, repair, renovate, reconstruct, develop, improve, invest, transfer, convey, surrender, let, lease, dispose of, exchange, manage, take and grant options over or rights in alienate mortgage, charge, pledge, reconvey, release or discharge or otherwise deal with any real or personal corporeal or incorporeal property and to exercise any rights in connection therewith;

To establish or conduct any business

- (c) to carry on anywhere in the world and either alone or in partnership any trade or business whatsoever and to discontinue the same from time to time.
- (d) to establish promote or acquire any corporation, trust, association or joint venture or join in the promotion, establishment or acquisition of any corporation, trust, association or joint venture;

To protect any part of the Trust Fund

- (e) to take such action as it shall think fit for the adequate protection of any part of the Trust Fund;

To dispose of or vary investments

- (f) to sell transpose exchange or vary any or all of the investments and assets comprised from time to time in the Trust Fund and to reinvest the moneys arising from such sale;

To deal with financial institutions

- (g) to open accounts with any bank or other recognised financial institution anywhere in the world and to draw, make, accept, endorse, discount, issue, transact or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferable instrument and to apply for and to operate any credit card facility or revolving credit facility, whether attached to any pre-existing account or operated in isolation from any other account;

To encumber assets

- (h) to raise money with or without security or by mortgaging or charging with or without power of sale any part of the Trust Fund;

To give guarantees and indemnities and to act as surety

- (i) to give any guarantee or indemnity for the payment of money or the performance of any contractual obligation or undertaking and become surety or security for any persons, trustees, companies or entities, and without exception either alone or in association or jointly and severally or jointly and severally with any persons, trustees, companies or entities;

To lend money or property

- (j) to advance and lend moneys and to secure by mortgage, bill of sale, lien or charge fixed or floating legal or equitable or otherwise howsoever the payment or repayment of any money or advances to any person and whether severally or jointly and severally with any person and upon such terms with or without security or interest as the Trustee shall deem fit and the Trustee is hereby expressly empowered to join with any other person in executing any mortgage or other document for the purpose of securing the payment or repayment of money to the Trustee;

To appropriate Trust Fund

- (k) to appropriate any part of the Trust Fund in the actual condition or state of investment thereof in or towards the satisfaction of any sum which the Trustee may determine to pay or apply to or for the attainment of the objects of the Company pursuant to the powers conferred on the Trustee under the provisions of this Deed and in making such appropriation to estimate the value of the component parts of the Trust Fund or to employ such persons to make such valuation as in the circumstances the Trustee deems proper;

To become or appoint a director

- (l) to become a director of any corporation in which moneys forming part of the Trust Fund are invested or to appoint any person to act as director of any such corporation and to receive and retain for the benefit of the Trust Fund the remuneration attached to such office;

To pay costs

- (m) to pay out of the Trust Fund all costs, charges and expenses incidental to the management of the Trust Fund or to the exercise of any power, authority or discretion herein contained or in carrying out or performing the trusts hereof which the Trustee may at any time incur including taxes payable in respect of the Trust Fund costs in any way connected with the preparation and execution of this Deed and all moneys which the Trustee may be required to pay as costs or settlement gift stamp or revenue duties (including, without limitation, financial institutions duty, bank accounts debits tax and like duties and imposts) in respect of the Trust Fund or on this Deed or in respect of or as a consequence of the exercise of any of the discretions and powers conferred upon it by this Deed or by law;

To employ professional or other personnel

- (n) to employ and pay for such professional or other assistance as the Trustee may deem requisite in the discharge of its duties;

To take advice from professional advisors

- (o) to act on the opinion or advice or information obtained from any financial adviser, solicitor, barrister, accountant or other expert or professional, and neither the Trustee nor an Individual Trustee shall be responsible for any loss depreciation or damage occasioned by acting or not acting in accordance therewith except where such loss depreciation nor damage arises due to the neglect of or breach of duty committed, made or omitted by the Trustee or an Individual Trustee;

To take legal action

- (p) to institute and defend proceedings at law and to proceed to the final end and determination thereof or compromise and/or settle the same as the Trustee shall consider advisable;

To delegate certain powers of the Trustee

- (q) to delegate the exercise of all or any of the powers or discretions hereby conferred on the Trustee and to execute any Power of Attorney or other instrument necessary to effect such purpose;

Use of Nominee or Agent

- (r) to permit any asset forming part of the Trust Fund to be held or registered in the name of a nominee or an agent and to deposit with the nominee or agent or any bank or legal practitioner the deeds and other documents belonging or related to the Trust Fund.

Incidental powers

- (s) to do all such other things as may be incidental to the exercise of the powers and authorities conferred on the Trustee by this Deed and to exercise any of the above powers both jointly with any other person and in conjunction with any other powers, authorities or discretions.

6.2 UNFETTERED EXERCISE OF POWERS

Subject always to any express provision to the contrary herein contained every discretion vested in the Trustee shall be absolute and uncontrolled and every power vested in it shall be exercisable at its absolute and uncontrolled discretion and the Trustee shall have like discretion in deciding whether or not to exercise any such power.

7. DECISION-MAKING BY TRUSTEE

7.1 PROCEDURE FOR CORPORATE TRUSTEE

Where the Trustee is Corporate Trustee:-

- (a) the procedure for making a decision shall be carried out, and
 - (b) the method of recording a decision made by its Officers shall be,
- in accordance with the constituent document governing the Corporate Trustee.

7.2 PROCEDURE FOR INDIVIDUAL TRUSTEES

- (a) To make decisions, all Individual Trustees may:-
 - (i) meet in person; or
 - (ii) hold a meeting using a telephone link so that all Individual Trustees can hear each other at all times; or
 - (iii) sign a Circulating Resolution; or
 - (iv) a combination of (i), (ii) and (iii) above,

provided each Individual Trustee has been given the opportunity to participate in the decision-making process.
- (b) Decisions shall be made by a simple majority of Individual Trustees.

7.3 EXECUTION OF DOCUMENTS

Where the Trustee is:-

- (a) a Corporate Trustee, it may by resolution of its Officers in accordance with its constituent document authorise any one or more of its Officers, jointly or solely, to
- (b) comprised of Individual Trustees, then those individuals shall determine between them the manner in which the Trustee shall,

execute, sign or endorse cheques, negotiable instruments, agreements, writings, contracts or documents of any kind whatsoever required in or about the affairs of the Fund provided such method of execution is legally binding on the Trustee.

7.4 RECORDING OF DECISIONS

- (a) The Trustee must cause:-
 - (i) all proceedings and resolutions of meetings of the Trustee;
 - (ii) all proceedings and resolutions of Advisory Committees;
 - (iii) resolutions passed by the Trustee without a meeting;
 - (iv) resolutions passed by all Advisory Committees without a meeting,

to be duly entered into the books kept for that purpose.
- (b) A minute recorded and signed:-

- (i) in the case of a meeting, by the Chairman of the meeting; or
- (ii) in the case of a resolution passed without a meeting:—
 - (A) in the case of a Corporate Trustee, by all the Officers, or
 - (B) in the case of Individual Trustees, by all the Individual Trustees

is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

8. REMUNERATION OF TRUSTEE

The Trustee may charge and be paid out of any part of the capital or income of the Trust Fund the remuneration that the Trustee considers to be fair and reasonable. However, the maximum remuneration chargeable by the Trustee in respect of any Financial Year must not exceed an amount equal to the maximum commission chargeable by trustee companies under the *Trustee Companies Act 1984* (Vic).

9. RIGHTS OF TRUSTEE

- 9.1 Providing a Trustee shall have acted in good faith, each Trustee shall be entitled to be indemnified out of the assets for the time being comprising the Trust Fund against liabilities incurred by him or her in the execution or attempted execution or as a consequence of the failure to exercise any of the trusts, authorities, powers and discretions conferred upon him or her by this Deed or by virtue of being a Trustee hereof.
- 9.2 Except in respect of any gross neglect wilful default or breach of duty committed, made or omitted fraudulently or in bad faith on the part of a Trustee or its servants, agents, employees or Officers in no event shall a Trustee be liable to the Company to any greater extent than the property comprised in the Trust Fund from time to time.
- 9.3 No Trustee shall incur any liability to any Person in respect of any failure to perform or do any act or thing which by reason of any provision of any present or future law of the Commonwealth of Australia or of any State or Territory thereof or any ordinary rule, regulation or by-law made pursuant thereto or of any decree, order or judgement of any competent Court the Trustee shall be hindered, prevented or forbidden from doing or performing.
- 9.4 No Trustee shall be personally liable for the consequences of any error or forgetfulness whether of law or of fact on the part of the Trustee or his or her legal or other advisers or generally for any breach of duty or trust whatsoever (and shall be indemnified out of the assets of the Trust Fund in respect of any liability the Trustee may incur or suffer in its capacity as Trustee under the provisions of this Deed) unless it shall be proved to have been committed, made or omitted in personal conscious fraudulent bad faith by the Trustee charged to be so liable and, accordingly, all persons claiming any beneficial interest in over or upon the property subject to this Deed shall be deemed to take with notice of and subject to the protection hereby conferred on the Trustee.

- 9.5 In Clauses 9.1 to 9.4 inclusive, a reference to a Trustee shall include:--
- (a) any one or more Individual Trustees;
 - (b) any person or persons to whom the powers of a Trustee were properly delegated; and
 - (c) the Trustee.

10. ADVISORY COMMITTEE

- 10.1 The Trustee may establish one or more Advisory Committees and appoint and remove, or make provision for the appointment and removal of, members of an Advisory Committee.
- 10.2 Each Advisory Committee may consist of a single individual or the number of individuals that the Trustee decides.
- 10.3 The Trustee shall determine the function of each Advisory Committee.
- 10.4 The Trustee may specify:--
- (a) the manner in which proceedings of each Advisory Committee are to be conducted;
 - (b) the matters to which the Advisory Committee must have regard in carrying out its function or functions;
 - (c) any other matters concerning the Advisory Committee or its function or functions.

11. FOUNDER

- 11.1 Upon the death, resignation or inability of the current Founder to continue to hold office as Founder, the powers and responsibilities vested in the Founder shall pass to:--
- (a) the Person as shall by Deed be appointed by the current Founder and failing any such appointment,
 - (b) the Person nominated by the current Founder in the Will of the current Founder and failing any such appointment,
 - (c) the legal personal representative(s) of the Founder.
- 11.2 The expression the "Founder" shall include:--
- (a) any other Person to whom the powers hereby given may be delegated in writing by the Founder or his legal personal representative(s); or
 - (b) the Person who succeeds the Founder as set out in Clause 11.1.

11.3 In the event that the Founder shall become subject to a mental or legal disability including being declared bankrupt or an order being made for the sequestration of the estate of the Founder, then from the time of such disability, and during the continuance thereof, the powers and responsibilities vested in the Founder shall vest in:-

- (a) the Person or Persons named in a general or enduring power of attorney for the Founder; or
- (b) if there is no such Person named, the Person nominated as Executor in the most recently executed Will of the Founder,
- (c) if there is no such Person nominated as provided in Clause 11.3(a) or 11.3(b), in the spouse of the Founder or, if the Founder has no spouse, in the Person elected by the Trustee by simple majority to hold office as Founder,

and any Person exercising the Founder's powers must only do so in the best interests of the Trust. Upon the Founder ceasing to be subject to a disability including the sequestration order ceasing to have effect, then the powers and responsibilities vested in the Person pursuant to the operation of Clauses 11.3(a), 11.3(b) or 11.3(c) shall revest in the Founder.

12. PATRON

The Trustee may appoint a person as a patron of the Fund on such terms and conditions determined by the Trustee.

13. FINANCIAL AND ADMINISTRATIVE ISSUES

13.1 PERMITTED DISTRIBUTIONS

The income and property of the Fund however derived will be applied solely towards the promotion of the Objects of the Fund as set out in this Deed.

13.2 PROHIBITED TRANSACTIONS

- (1) No part of the Trust Fund or the income of the Fund may be paid or applied, directly or indirectly, to or for:-
 - (a) the Founder;
 - (b) the Trustee;
 - (c) an Officer of a Corporate Trustee;
 - (d) any Associate of any of the parties listed in Clause 13.2(1)(a), (b) or (c) hereof,

where the payment or application is not on an arms' length basis or one which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.

- (2) The provisions of clause 13.2(1) do not apply to a payment or application made directly or indirectly to or for:—
- (a) any payment authorised to be made pursuant to Clause 8;
 - (b) any payment which is in pursuance of the Objects of the Trust; or
 - (c) a payment approved by the Commissioner.

13.3 NON-MONETARY GIFT

The Trustee may retain any non-monetary gift in whole or in part without selling or converting the gift or a part of the gift into money for such period of time as the Trustee deems fit.

13.4 CONDITIONAL GIFTS

The Trustee may decline to accept any gift, contribution or bequest where there are conditions attached to that gift, contribution or bequest which are, in the opinion of the Trustee, inconsistent with the Objects or otherwise for any reason inappropriate or undesirable.

13.5 ACCUMULATION

- (a) The Trustee may in its discretion before the end of a Financial Year resolve to accumulate the whole or any part of the income of that Financial Year whereupon such accumulation shall subject to Clause 13.5(b) form part of the capital of the Trust Fund.
- (b) Any determination to accumulate income shall be conditional upon the law in force in relation to this Deed giving effect to such determination at the end of the Financial Year.

13.6 ACCOUNTS

- (a) After the end of each Financial Year, the Trustee shall have prepared by a qualified accountant authorised to practice in the place where the financial affairs of the Fund are in the main conducted financial statements including a profit and loss account and balance sheet as at the end of each Financial Year certified by such accountant to be a true and proper statement of the affairs of the Trust Fund.
- (b) The Trustee shall establish and maintain proper accounts which shall accurately record all receipts and outgoings in relation to the Trust Fund.
- (c) The Trustees must prepare and make available to the public within:—
 - (i) where the Trustee is a Corporate Trustee and is subject to the *Corporations Act* 2001 (Commonwealth) – four (4) months of the end of each Financial Year,
 - (ii) where the Trustee is a Corporate Trustee and is subject to the *Associations Act* – five (5) months of the end of each Financial Year

- (iii) where the Trustee is comprised of Individual Trustees – five (5) months of the end of each Financial Year

an annual report containing all statements and reports required by every relevant law, rule or regulation.

13.7 AUDIT

- (a) The Trustee must appoint an auditor to examine and ascertain the correctness of the accounts of the Fund and to report thereon to the Trustee. The costs of such auditor shall be paid out of the Trust Fund.
- (b) The Trustee must provide all information, records, books, accounts and explanations requested by the Auditor of the Fund so as to enable the Auditor to carry out its duties.

13.8 INSPECTION OF BOOKS OF ACCOUNT

The Trustee must allow:—

- (a) in the case of a Corporate Trustee, each of the Officers of the Corporate Trustee; or
- (b) in the case of Individual Trustees, each person appointed as an Individual Trustee,

to inspect any of the books or records of the Fund.

14. AMENDMENT OF DEED

- 14.1 At any time and from time to time prior to the Termination Date the Trustee may by deed alter, vary or revoke ("Amend") any trust or provision hereunder provided:—

- (a) no part of the Trust Fund or the income of the Trust Fund becomes subject to any trusts other than public charitable trusts; and
- (b) the Trustee provides notification in writing to the Commissioner of any and all Significant Amendments made.

- 14.2 Despite the provisions contained in Clause 14.1 hereof, no purported Significant Amendment will be given legal effect without the consent of the Commissioner.

15. NOTICES

- 15.1 A notice to be given under this Deed to any Person must be in writing and may be served:—

- (a) by serving it on the Person personally, in which case, service is deemed to be effective at the time of service;

- (b) by leaving the notice at the Person's address for service of notices, in which case, service is deemed to be effective at the time of service;
- (c) by delivering the notice to the Person's address for service of notices by sending the notice by post, in which case, service is deemed to be effective within two (2) Business Days after the date of posting;
- (d) by sending it by facsimile transmission to a facsimile number supplied by the Person for the giving of notices to the Person, in which case, service is deemed to be effective within twenty four (24) hours after the date of transmission, except where the transmission is initiated on a day prior to a day which is not a Business Day, and then service is deemed to be effective on the next Business Day after transmission;
- (e) by sending it by electronic transmission to an email address supplied by the Person to the Company for the giving of notices to the Person, in which case, service is deemed to be effective within twenty four (24) hours after the date of transmission, except where the transmission is initiated on a day prior to a day which is not a Business Day, and then service is deemed to be effective on the next Business Day after transmission.

15.2 Any Person may change the details provided for the purposes of service of notices at any time by providing notice in writing to the Trustee and all other relevant Persons.

16. LOSS OF ENDORSEMENT

16.1 Where on the withdrawal or revocation of an endorsement given by the Commissioner of the Fund's status as a Deductible Gift Recipient, any surplus assets or property of the Fund must be given or transferred to such other fund, institution or authority which has all of the following features:-

- (a) it has been approved as a Deductible Gift Recipient; and
- (b) it has similar objects to those described in Clause 3.2; and
- (c) it has gained approval to be recognised as a body whose income is exempt from taxation.

16.2 Such fund, institution or authority will be determined by the Trustee within three (3) months of the receipt of formal written notification from the Commissioner of the withdrawal or revocation of endorsement.

17. WINDING UP

17.1 The Trustee may determine that the Fund should be wound up. The date upon which the Trustee determines that the Fund should be wound up shall be referred to as the Termination Date.

17.2 Where on the winding up of the Fund, there is a surplus of assets in the Fund after satisfying all the liabilities and expenses of the Fund, the surplus assets will be given or transferred to such other fund, institution or authority which is chosen by the Trustee which has all of the following features:-

- (a) it has been approved as a Deductible Gift Recipient; and
- (b) it has similar objects to those described in Clause 3.2; and
- (c) it has gained approval to be recognised as a body whose income is exempt from taxation.

EXECUTED BY THE Founder and the First Trustee as a Deed

FOUNDER

SIGNED, SEALED and DELIVERED
by HIMMAT KUMAR ARORA in the
presence of:

}



WITNESS

SARITA SINGH

SIGNED, SEALED and DELIVERED
by SURAJ KUMAR in the presence
of:

}

1 / 1 Sarita Singh

WITNESS

SIGNED, SEALED and DELIVERED
by BALBIR SINGH in the presence of:

}

MOHIT DUBEY

WITNESS

FIRST TRUSTEE

EXECUTED by SHIVA SHAKTI
CHARITABLE PTY LTD, ACN 149
585 473, in accordance with the
Corporations Act:

}

DIRECTOR

DIRECTOR/SECRETARY



MINUTES OF A MEETING OF THE DIRECTORS OF SHIVA SHAKTI CHARITABLE PTY LTD IN ITS CAPACITY AS TRUSTEE OF THE MATA CHINTAPURNI ARTS/CULTURE & EDUCATION TRUST HELD AT 27 ADAMS STREET, ST ALBANS ON 28TH DECEMBER, 2018 AT 3.15 PM.

PRESENT

Mr B B Singh (Chairman)
Mr S Kumar
Mr H Arora

CONFIRMATION OF MINUTES

The minutes of the previous meeting of the Directors were read and confirmed as a correct record.

VARIATION TO TRUST DEED

Consideration was given to the provisions of the proposed Deed of Variation which had previously been circulated to those present. It was noted that the variation to the Trust Deed was necessary in order to provide for more appropriate focus of the Trust's charitable purposes.

It was **resolved** that authority be and is hereby given to execute the said Deed of Variation to vary the Trust Deed to amend the purposes of the Trust outlined in Clause 3

It was noted that the Trustee must seek the consent of the Commissioner of Taxation to effect the changes.

It was **further resolved** that the Trustee, having executed the Deed of Variation, seek the consent of the Commissioner of Taxation to bring into effect the changes to the Trust Deed as outlined in the Deed of Variation.

CONCLUSION

There being no further business, the meeting was declared closed.

CHAIRMAN

DEED OF VARIATION

Mata Chintapurni Arts/Culture & Education Trust



CASTLE LEGAL PTY LTD
Level 2, 2A Cambridge Street
BOX HILL VIC 3128
Telephone: (03) 9899 9300
Facsimile : (03) 9899 6006
Email : castle@castlelegal.com.au

28th December, 2018

DEED OF VARIATION

This Deed of Variation (referred to as this **Deed**) is made on the date set out in the First Schedule

PARTY

By The party described in the Second Schedule (referred to as the **Trustee**)

BACKGROUND

- A. A deed of trust (referred to as the **Trust Deed**) made on the 28th June, 2011 between Himmat Kumar Arora, Suraj Kumar and Balbir Singh as founders and the Trustee as trustee created a trust known as the Mata Chintapurni Arts/Culture & Education Trust (referred to as the **Trust**).
- B. The Trustee, from the time of execution of the Trust Deed up to and including the date hereof, has continuously held office as trustee and has not done anything so as to prejudice or preclude the Trustee from exercising the trustee's powers and authority as contained in the Trust Deed.
- C. Pursuant to Clause 14 of the Trust Deed, which appears in the Third Schedule, the trustee is empowered to revoke add to or vary certain of the provisions of the Trust Deed which are therein contained.
- D. Pursuant to Clause 14.2, the Trustee must notify, and seek the consent of, the Commissioner of Taxation for any variation, change, alteration, amendment or revocation that is considered a 'Significant Amendment.' The variation proposed by this Deed will be considered a Significant Amendment.
- E. The Trustee desires to amend the terms of the Trust Deed in the following manner.

THE PARTIES HEREBY AGREE:-

SECTION 1 – VARIATION

1. Variation of Trust Deed

The Trustee hereby declares that the Trust Deed is henceforth modified, varied, amended or added to by deleting Clause 3.2 entirely and substituting it with the following:-

The Objects of the Fund are:-

- (a) *to acquire real property and construct a Hindu temple for worship;*
 - (b) *to provide a place of worship for members of the Hindu faith and for the instruction of children and adults in such worship, usages and customs;*
 - (c) *to prepare and serve meals as part of the operation of the Hindu temple and provision of religious services, rituals and activities performed within the temple which form part of the Hindu faith;*
 - (d) *to promote the arts and culture of the Hindu tradition and India;*
 - (e) *to conserve and foster Hindu culture and beliefs;*
 - (f) *to establish a library containing texts, literature and other printed materials in English, Hindi and Punjabi relevant to the Indian and Hindu community;*
 - (g) *to promote events and rituals of the Hindu faith including but not limited to Holi, Diwali and*
-

- Navratri;*
- (h) to organise educational classes, study groups, workshops, seminars and other related activities for the study of the Hindu faith;*
 - (i) to print, publish, procure and distribute books, periodicals, bulletins, pamphlets and other Hindu literature;*
 - (j) to invite scholars, priests and learned members to lecture and share knowledge of the Hindu religion as well as perform Hindu rituals.*

SECTION 2 – MISCELLANEOUS

2. Consent of the Commissioner

The proposed variations by this Deed shall come into effect upon the Commissioner of Taxation having granted consent to this Deed.

3. Effective Date

The Trust Deed shall be varied as provided as and from the date of this Deed which is the date upon which it was executed by all parties.

4. Applicable Law

This Deed shall be governed by and construed under the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and any court hearing appeals from those courts.

5. Trust Deed remains unaltered

In all other respects the terms of the Trust Deed shall remain unaltered.

EXECUTED AS A DEED

Trustee

EXECUTED by SHIVA SHAKTI CHARITABLE
PTY LTD, ACN 149 585 473, in accordance
with the *Corporations Act 2001* (Cth): }

ECTOR

DIRECTOR/SECRETARY

SCHEDULES

First Schedule	Date	28th December, 2018
Second Schedule	Trustee	Shiva Shakti Charitable Pty Ltd, ACN 149 585 473, a company taken to be registered in the State of victoria and having its registered office located at 27 Adams Street, St Albans in the said State
Third Schedule	Clause 14	<u>AMENDMENT OF DEED</u> 14.1 At any time and from time to time prior to the Termination Date the Trustee may by deed alter, vary or revoke ("Amend") any trust or provision hereunder provided:- (a) no part of the Trust Fund or the income of the Trust Fund becomes subject to any trusts other than public charitable trusts; and (b) the Trustee provides notification in writing to the Commissioner of any and all Significant Amendments made. 14.2 Despite the provisions contained in Clause 14.1 hereof, no purported Significant Amendment will be given legal effect without the consent of the Commissioner.
