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## **DEED OF SETTLEMENT**

## **OF CHARITABLE TRUST**

## **MARATHI KATTA AUSTRALIA**

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## **DEED OF CHARITABLE TRUST DEDUCTIBLE GIFT RECIPIENT**

**THIS DEED OF TRUST** is made the day mentioned in the Schedule hereto.

**BETWEEN** the person or persons named and described in the Schedule hereto as Settlor  
(hereinafter called the Settlor) of the one part

**AND** the person or persons named and described in the Schedule hereto as the  
Trustee or Trustees (hereinafter called the Trustee) of the other part

**WHEREAS**

- A. The Settlor is desirous of making provision for the charitable purpose stated in the Schedule as hereinafter referred to and in the manner hereinafter set out.
- B. For that purpose the Settlor has, upon the execution of this Deed transferred or is about to transfer to the Trustee, the settled sum referred to in the Schedule.
- C. The Trustee has consented to become the Trustee of the Fund upon the trusts and with and subject to the powers and provisions hereinafter set out.
- D. The Settlor is desirous of establishing a Public Fund to which members of the public will be invited to contribute for the purposes of the Trust.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

- 1. In this Deed the following expressions shall, unless there is something repugnant to or inconsistent with the subject matter, have the meaning hereunder set out:
  - 1.1 The expression "**person**" shall include a Corporation and the word "**Director**" shall include a Board Member, a Councillor, Statutory Representative and Member of a Committee of Management.
  - 1.2 The expression "**General Beneficiary**" shall mean and include the beneficiary or beneficiaries stated in the Schedule.
  - 1.3 "**Accounting Period**" shall mean each period of twelve months ending on the 30<sup>th</sup> day of June in each year **PROVIDED** first that the period commencing on the date hereof and ending on the 30<sup>th</sup> day of June next shall be an Accounting Period and secondly that the period commencing on the 1<sup>st</sup> day of July prior to the Vesting Day and ending on the Vesting Day shall be an Accounting Period.
  - 1.4 The "**Appointor**" shall mean the person or persons successively named or described as such in the Schedule or determined according to the provisions hereof.
  - 1.5 "**Beneficiary**" shall mean the beneficiary or charitable purpose, organisation or institution named in the Schedule.

- 1.6 **"Charity"** shall mean any organization, group or persons or corporation whose Rules, Constitution Charter or Articles provide that such entity shall:
- (a) be non-profit making;
  - (b) exist to provide charitable support, help and assistance to persons in need; and
  - (c) be a charity as defined by Taxation Law.
- 1.7 **"The Trust Fund"** shall mean the settled sum, all monies, investments and property paid, gifted or transferred to and accepted by the Trustees as additions to the Trust Fund the accumulations of income hereinafter directed or empowered to be made all accretions and additions to the Trust Fund from whatsoever source and the investments and property from time to time representing the money, investments, property accumulations, accretions and additions or any part or parts thereof respectively.
- 1.8 **"The Trustee"** shall mean the person named as such in the Schedule or other Trustees or Trustees for the time being of this Settlement and shall include two or more Trustees and in the event that the Trustee shall be a corporation, a corporation.
- 1.9 **"The Vesting Day"** shall mean the first to occur of the following dates, namely:
- (a) the day if any specified as such in the Schedule;
  - (b) the date of expiration of the perpetuity period applicable to this Settlement (if any); and
  - (c) the day appointed by the Trustee as the day upon which the Trust has achieved its purpose.
- 1.10 The singular shall mean and include the plural and vice versa and any gender shall mean and include all other genders.
- 1.11 The expression **"person"** shall include a Corporation.
- 1.12 References to any statutory enactment shall mean and be construed as references to the enactment as amended and modified and re-enacted from time to time.

2. **PERPETUITY PERIOD**

The **perpetuity period** (if any) applicable to the dispositions effected by this Settlement under the rule against perpetuities shall be the period described by the proper law of this Trust.

3. **ESTABLISHMENT OF THE TRUST**

In consideration of the premises the Settlor as Settlor **HEREBY DECLARES** that the Trustee shall and the Trustee **HEREBY DECLARES** that the Trustee will henceforth stand possessed of the assets and income of the Trust Fund and any additions

thereto and of the income thereof upon the trusts with and subject to the powers and provisions hereinafter expressed concerning the same **solely for the purposes of the Trust as a Public Fund** to which members of the public will be invited to contribute for the purposes of this Trust.

3.1 The Trustee may at any time prior to the expiration of any Accounting Period which ends before or upon the Vesting Day determine with respect to all or any part or parts of the net income and capital of the Trust Fund and gifts received by the Trustee during that Accounting Period for the purposes of the Trust :-

3.1.1 to pay, apply or set aside the same for the purpose stated in the Schedule;

3.1.2 to accumulate the same **PROVIDED HOWEVER** a substantial distribution of income shall be made during each Accounting Period. and insofar as there is no determination with respect to any income then the same shall be accumulated for the purpose of acquiring assets which in the future will produce income for the purposes of the Trust or be invested in a manner that could be applied for the purposes of the Trust.

3.2 The following provisions shall apply to any determination made concerning income and income distributions:

3.2.1 the validity of any determination to accumulate income shall be conditional upon the law in force in relation to this Settlement permitting the same at the end of each Accounting Period and shall (except as provided in the next succeeding paragraph) be irrevocable

3.2.2 the Trustee shall have an absolute discretion as to the making of any determination and shall not be required to assign any reason therefore.

3.3 Any income which the Trustee shall accumulate shall be dealt with as an accretion to the capital of the Trust Fund but the Trustee may at any time or times resort thereto and may pay or apply the whole or any part thereof as if it were current income of the Trust Fund.

3.4 The Trustee shall hold so much of the net income of the Trust Fund for each Accounting Period as shall not be the subject of a determination effectively made at or prior to the end of an Accounting Period in trust successively for the purpose of the Trust.

3.5 The Trust is to be at all times a not for profit trust the assets and income of which may only be applied for the purposes of Trust or some other charitable purpose.

**4. DETERMINATION AND APPLICATION OF INCOME**

4.1 The following provisions shall apply to any determination made concerning income and income distributions:

4.1.1 the validity of any determination to accumulate income shall be conditional upon the law in force in relation to this Settlement permitting the same at the end of each Accounting Period and shall (except as provided in the next succeeding paragraph) be irrevocable.

4.1.2 the Trustee shall have an absolute discretion as to the making of any determination and shall not be required to assign any reason therefore.

**5. PURPOSE OF THE TRUST**

As from the commencement of this Trust the Trustee shall stand possessed of the capital of the Trust Fund and the income thereof and any gift made to the Fund.

5.1 In trust for the charitable purposes stated in the Schedule and any other purpose reasonably associated with that or those charitable purposes.

5.2 Upon the winding up of the Trust or a prior winding up of the separate Gift Fund or upon the Trust ceasing to be endorsed as a deductible gift recipient pursuant to the Income Tax Assessment Act 1997 which ever event shall occur first in time any surplus assets of the Trust or the separate Gift Fund as the case may require, remaining after the payment of the Trust liabilities and any distribution made in accordance with Clause 5.1 shall be transferred to the Trustee to another Trust, Fund, Authority or Institution in Australia which has similar objects to this Trust and which is a body that may receive tax deductible gifts under the Income Assessment Act 1997 as the Trustee determines. Where gifts to the Trustee are deductible only if among other things the conditions set out in the relevant table item of the Income Tax Assessment Act 1997 are satisfied a transfer under this Clause must be made in accordance with those conditions.

**6. TRUSTEE MAY DEAL WITH TRUST FUNDS**

The Trustee may in the Trustee's absolute discretion notwithstanding anything to the contrary herein contained or provided at any time and from time to time out of the capital of the Trust Fund raise any sum or sums of money and pay the same or apply the same to or for the purposes of the Trust in such manner as the Trustee shall think fit.

**7. ADDITIONAL POWERS OF TRUSTEE**

The Trustee shall in addition to the powers otherwise conferred upon Trustees by law have the following powers and may exercise all or any of these powers, either alone or jointly, with any person or persons, natural or corporate, including a Trustee for any other Trust Fund or the

Trustee in its personal capacity or as Trustee of any other Trust Fund and to assume joint or joint and several liability in respect of any joint exercise of the said powers:

**7.1 Invest Money**

To apply and invest all monies at any time forming part of the Trust Fund in any such investments whether involving liabilities or not or upon personal credit with or without security and upon such terms and conditions as the Trustee shall exercising an absolute discretion think fit and to the intent that the Trustee shall have the same powers in all respects as if the Trustee were absolute owner beneficially entitled including without diminishing the generality of the foregoing the subscription for the taking on allotment and the purchase of any shares, stocks, bonds, mortgages, debentures, obligations or securities of any government authority or corporation incorporated in any part of the world and the taking of and purchase or acquisition of the whole or any part or share or interest in (including a minority part or share or interest in) any business or partnership and the goodwill and assets thereof and the purchase or acquisition of any real or personal property wheresoever situate or any part or share or interest therein and notwithstanding that the same not be income producing or be of a wasting or speculative nature and exercise all rights and privileges and perform all duties and obligations appertaining or incidental thereto.

**7.2 Purchase Investments**

To make or purchase any such investments for cash or in consideration of an annuity or otherwise and upon such terms and conditions as the Trustee shall in the Trustee's absolute discretion think fit and may make or purchase any such investment for a sum greater than the amount of the Trust Fund for the time being and the Settlor may agree to pay for any investment wholly or in part from any future monies which may come into the Trustee's hands including dividends, profits, interest or other income paid or payable in respect of any such investments.

**7.3 Lend and Borrow Money**

To advance and lend monies and to borrow and raise monies from and to secure by mortgage or otherwise howsoever the payment of money to any persons, firms, corporations or government or municipal bodies and upon such terms without or without security or interest as the Trustee shall deem fit and the Trustee is hereby expressly empowered to join with any corporation or natural person in executing any mortgage, bond, covenant, guarantee or other document for the purpose of securing the payment of money to the Trustee jointly with any corporation or natural person or for the purpose of securing the payment of money to any corporation or natural



person including entering into any option agreement relating to any lending or financing facility, agreement or transaction.

**7.4 Give Guarantees**

To guarantee and give any indemnity or covenant or assume any obligation (whether alone or jointly with any person or persons nature or corporate) for the payment of monies or the performance of any agreement, contract, obligation or undertaking by any person, firm, company, corporation or association (including the Trustee in the Trustee's personal capacity or as Trustee of any other Trust) and to secure the liability arising from any such guarantee, indemnity, covenant or obligation by charging or mortgaging (whether fixed or floating charge or otherwise) the whole or any part of the Trust Fund including any property which may subsequently be acquired by the Trustee so that it will form part of the Trust Fund, any such mortgage or charge shall be valid in all respect irrespective of the purpose for which such guarantee, indemnity, covenant or obligation has been given and the rights of the mortgagee or chargee shall have priority in all respects over the rights of all other persons whatsoever and the Trustee is hereby expressly empowered to join with any company, corporation or natural person in executing any mortgage, charge, deed or other document for the purposes of this Clause.

**7.5 Vary Investments**

To vary or transpose any investments into or for any other or others of any nature whatsoever and to vary the terms of or property comprised in any security.

**7.6 Deal with Property**

To hold, use, purchase, construct, demolish, maintain, repair, renovate, develop, improve, sell, transfer, convey, surrender, let, lease, exchange, take and grant options or rights in any mortgage, charge, plead, reconvey, release, discharge or otherwise deal with any real or personal property and in particular with shares, debentures or securities of any corporation and with or without deferred, restricted, qualified or special rights relating thereto.

**7.7 Purchase Insurance**

To purchase or acquire any reversionary or deferred property or rights of any description or any life or life endowment or sinking-fund or term or other policy or policies of insurance of whatsoever nature and at or subject to any premium or premiums whether single or payable periodically and with or subject to any options, rights, benefits, conditions provisions whatsoever and to pay out of the income or capital of the Trust Fund as the Trustee in the

Trustee's discretion thinks fit all sums payable from time to time for premiums or otherwise for the effecting or maintenance of any policy or policies of insurance (whether owned by the Trustee or otherwise) or for the exercise or enjoyment of any option, right or benefit thereunder and any surrender of any such policy or policies shall for all the purposes of this Settlement be deemed to be a sale thereof.

**7.8 Pay Costs**

To pay out of the Trust Fund or the income thereof all costs, charges and expenses incidental to the preparation of this Settlement and the setting up and management of the Trust Fund and to the exercise of any power, authority or discretion herein contained or in carrying out or performing the trusts hereof which may at any time be incurred and whether or not the Trustee shall be liable therefor.

**7.9 Deal with Corporation in which Trustee may have an interest**

With respect to any corporation in which the Trustee holds shares, stocks or debentures or is otherwise interested or concerned to exercise all such powers and do all such acts, matters and things as the Trustee could do if the Trustee were the beneficial owner of the shares, stocks or debentures or where personally invested or concerned in the corporation and without prejudice to the generality of the foregoing to exercise all or any of the following powers:

- 7.9.1 to pay calls on any shares or to permit any such shares to be forfeited and sold;
- 7.9.2 to purchase any further shares, stocks or debentures of a new issue of any such corporation;
- 7.9.3 to lend money to any such corporation whether secured by debentures or in any other way or not secured and at such rate of interest and upon such terms as the Trustee thinks fit;
- 7.9.4 to hold any shares, stocks or debentures acquired by the Trustee pursuant to the powers conferred by statute or otherwise by law or by this Clause for as long as the Trustee thinks fit;
- 7.9.5 to sell any shares, stocks or debentures held by the Trustee at such price as the Trustees thinks fit (whether or not such price is less than the sum that appears from the accounts of the corporation to be the value of such shares, stocks or debentures) and upon such terms with or without security as the Trustee thinks fit;
- 7.9.6 to assent to or join in any arrangement relating to the sale or transfer or exchange of any such shares, stocks, debentures or

interest or modifying any rights or privileges or interest in relation thereto and to agree to any scheme or arrangement for the increase or reduction of the value or amounts of any shares or stock or of the capital of any corporation in which any shares, stocks or investments forming the whole or any part of the Trust Fund for the time being may be invested or by which any such shares, stocks or investments are substituted or given in exchange either wholly or partly for other shares, stocks or investments whether in the same corporation or not and for any such purpose to deposit, surrender or exchange any scrip or document of title relating thereto and to pay out of the capital of the Trust Fund or the income thereof any contribution or incur any necessary expense in connection with such scheme or arrangement and generally to manage and deal with any such shares, stocks or investments as if the Trustee owned them beneficially; and

7.9.7 to agree in respect of a winding up of any corporation in which the Trustee may for the time being hold shares or is otherwise concerned or interested with the Liquidator of such corporation or any member or members of such corporation or any other person in all things as the Trustee shall in the Trustee's absolute discretion think fit for the division or partition in kind or specie of the assets or property of whatsoever nature of such corporation and to accept any of such assets and property in payment or satisfaction of any interest of the Trustee in such corporation with power to pay any monies by way of equality of division or partition.

**7.10 Carry on Business**

To carry on anywhere in the world and either alone or in partnership any trade or business whatsoever (provided the same shall be in the furtherance of the purposes of the Trust) and to discontinue the same from time to time.

**7.11 Employ Persons**

To employ any person in connection with any trade or business carried on by the Trustee or in connection with anything required to be done pursuant to the provisions hereof including the receipt and payment of money and to decide the remuneration to be allowed and paid and the amount of all charges and expenses and to create or arrange any scheme or superannuation retirement benefit or pension for the benefit of any person so employed.

**7.12 Partition and Subdivision of Land**

To partition or agree to the partition of or to subdivide or agree to the subdivision of any land or other property (or any interest in same) which may for the time being be subject to the trusts hereof and to pay any monies by way of equality or partition.

**7.13 Establish Corporations**

To establish, promote or acquire any corporation or corporations to join in the promotion, establishment or acquisition of any corporation or corporations.

**7.14 Determining whether Capital or Income**

To determine whether any real or personal property or any increase or decrease in amount, number or value of any property or holdings of property or any receipt or payments from for or in connection with any real or person property shall be treated as and credited or debited to capital or to income and generally to determine all matters as to which any doubt, difficulty or question may arise under or in relation to the execution of the trusts and powers of this Settlement and every determination of the Trustee in relation to any of the matters aforesaid whether made upon a question formally or actually raised or implied in any acts or proceedings of the Trustee in relation to the Trust Fund shall bind all parties interested therein and shall not be objected to or questions on any ground whatsoever.

**7.15 Operate Accounts**

To open any account or accounts with any bank, banks, building society or building societies and to operate by and in all usual ways any such account or accounts and to draw, make, accept, endorse, discount, issue or otherwise deal with any Promissory Note, Bill of Exchange, Bill of Lading, Cheque or other negotiable or transferable instrument.

**7.16 Receive Monies**

To give effectual receipts and discharges for any monies received by or on behalf of the Trust or otherwise in relation to any of the acts, matters and things provided for in this Settlement.

**7.17 Grant Options**

To grant options in respect of any assets held subject to the trusts of this Settlement to any person, firm or corporation.

**7.18 Become a Director**

To become a Director of any corporation in which monies forming a part of the Trust Fund are invested or to appoint any person to act as Director of any such corporation and to receive the remuneration attached to such office

without accounting to the Trust therefor provided that the Trustee executes all proper declarations of trust for any shares held by the Trustee on behalf of the Trust and accounts to the Trust for all dividends and bonuses.

**7.19 Exercise Additional Powers**

To exercise such additional or other powers (if any) as are set out in the Schedule.

**7.20 Take action to protect the Trust**

To take such action as the Trustee shall think fit for the adequate protection of any part or parts of the Trust Fund and to do all such things as may be incidental to the exercise of the powers and authorities conferred on the Trustee by these presents.

**7.21 Act on Opinion of Lawyer**

To take and act upon the opinion (given in writing) of any Legal Practitioner, Attorney at Law or Counsel practising in any country where the Trust Fund or any part thereof may for the time be invested in relation to the interpretation or effect of these presents or any other document or statute or as to the administration of the trusts hereof without being liable to any of the persons beneficially interested in respect of any act done by the Trustee in accordance with such opinion provided that nothing in this provision shall prohibit or impede the Trustee from applying to any Court if the Trustee shall think fit or prohibit any of the beneficiaries from doing so.

**7.22 Sell or Lease Properties**

To sell, transfer, hire, lease or dispose of any real or personal property of the Trust Fund.

**7.23 Permit Nominee to hold Property**

To permit any asset of the Trust to be held or registered in the name of any nominee of the Trustee and to deposit securities to the Settlements and other documents belonging or related to the Trust Fund with any bank, building society, trustee corporation, legal practitioner, accountant or the like.

**7.24 Appoint Attorney**

The Trustee may in writing delegate the exercise of all or any of the powers of discretionary authorities hereby conferred on the Trustee and execute any Powers of Attorney or other instruments necessary to give effect to such purpose.

**7.25 The Trustee may act notwithstanding any interest in transaction**

The Trustee may exercise or concur in exercising all powers and discretions hereby or by law given to the Trustee notwithstanding that the Trustee may

have a direct or other personal interest in the mode or result of exercising any such power or discretion and the Trustee may further exercise or concur in exercising all powers and discretions hereby or by law given notwithstanding that it or any person being a Trustee or any person being a Director or Shareholder of a Trustee hereof being a corporation, may have a direct or personal interest in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion or may have a conflict of interest between the interest of the Trustee and the interest of the Fund.

**7.26 Acquire Units**

To acquire units, or sub-units or any fixed or flexible unit trust whatsoever either by way of application, purchase or by way of settlement by the Trustee in the establishment of such unit trust and to exercise all rights including voting rights and perform all obligations as a holder of any units in such trust and to accept all distributions by the Trustee of such unit trust as income or capital of the Fund.

**7.27 Receive property by Gift**

To receipt property by gift or Will or under the provisions of another Trust or otherwise and either from the Settlor or from any other person and treat the same as an addition to the Fund.

**7.28 To maintain a separate Gift Fund**

To set up, establish and maintain for the principal purpose of the Trust a separate Gift Fund (the separate Gift Fund) into which all gifts of money or property gifted for the principal purpose of the Trust are to be made and into which any money received by the Trustee by reason of such gifts is to be credited. The Gift Fund so established and maintained and any gifts made to the Gift Fund together with any money received because of those gifts may only be used by the Trustee for the purposes of the Trust.

No money or property other than the money or property gifted to the Trust for the purposes of the Trust and in particular charitable gifts may be paid into the separate "Gift Fund".

**7.29 Power to Mix and Blend**

To mix and blend the Trust Fund or the income thereof or any separate Trust Fund or the income thereof or any part or parts thereof respectively, with any monies held by the Trustee as Trustee or otherwise, or any other person as Trustee or otherwise and to invest the money so mixed and blended in any investments or common investment with any other Trustee or other person and to exercise all powers, authorities and discretions with respect to

the mixed and blended fund which the Trustee is hereby or by Law authorised to exercise with respect to the Trust Fund so mixed and blended and in particular to make such arrangements with respect to the said monies and the investment thereof as the Trustee would be authorised or empowered by Law or this Deed to make as if the Trustee were the absolute beneficial owner thereof.

**7.30 Power to make rules for the separate Gift Fund**

To make and publish rules for the administration of the separate Gift Fund to ensure that gifts from the public to the separate Gift Fund are applied solely for the purposes of the Trust.

**7.31 Act Generally**

Generally to do all such acts and things in relation to the management and administration of the Trust Fund as are permitted by law and as the Trustee could if the Fund were the Trustee's own property.

**8. ESTABLISH AND MAINTAIN THE SEPARATE GIFT FUND**

The Trustee must establish and maintain the separate Gift Fund described in Clause 7.28 and must use:

8.1 Gifts made to the Gift Fund; and

8.2 Any money received because of such gifts

only for the principal purpose of the Trust.

All receipts for gifts to the separate Gift Fund must be issued in the name of the Trust and must include:

8.3 The name of the Trust and the purpose for which the gift is applied

8.4 The fact that the receipt is for a gift; and

8.5 The Australian Business Number of the Trust.

**9. ACT JOINTLY**

The Trustee if more than one shall act jointly and may in writing delegate the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustee and may execute any Power of Attorney or other instruments necessary to give effect to this power.

**10. APPOINT ALTERNATIVE TRUSTEE**

Each of the Trustees may with the consent of the other or others appoint any person to be an alternate Trustee in his, her, their or its place but so that any such appointment shall have effect only during such period as such Trustee shall be absent from the place where the Trust Fund is being administered and any such Trustee may by writing revoke or alter any such appointment.

11. **TRUSTEE'S DECISIONS ABSOLUTE**

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 the Trustee shall be exercisable in the Trustee's absolute and uncontrolled discretion.

12. **TRUSTEE NOT RESPONSIBLE**

The Trustee shall not be responsible for:

12.1 Any loss or damage occasioned by the exercise of any discretion or power hereby or by law conferred on the Trustee or by any failure to exercise any such discretion or power;

12.2 Any breach of duty or trust whatsoever unless it shall be proved to have been committed or omitted in personal conscious bad faith by the Trustee; and

12.3 The Trustee acting in good faith shall be entitled to be indemnified out of the Trust Fund in respect of all liabilities incurred by the Trustee relating to the execution of any powers, duties, authorities or discretions vested in the Trustee under the provision of this Deed and in respect of all actions, proceedings, costs, claims and demands in relation to any matter or thing done or omitted to be done concerning the Trust Fund. **PROVIDED ALWAYS** that the right of the Trustee to be indemnified in respect of any liability incurred by the Trustee or arising in or about the investment and administration of the Trust Fund in the conduct and management of any business forming part of the Trust Fund in the acquisition of any investment any under contract entered into by the Trustee or by reason of the execution of any power, duty, authority or discretion vested in the Trustee shall be limited always to the assets of the Trust Fund in the hands of the Trustee for the time being and shall not extend to enable the Trustee to recover any loss or obtain reimbursement for such liability any from any beneficiary.

13. **SOLE TRUSTEE MAY ACT**

A sole Trustee hereof for the time being is hereby authorised notwithstanding that he, she or it is sole Trustee to receive capital and other monies and to give valid and effectual receipts therefore for all purposes and for the purposes of any statutory enactments including the receipt of capital monies which may or may not be deemed to be capital monies for the purposes of any Statute.



**PROVIDED HOWEVER** that any such power may only be exercised by way of interim power whilst new Trustees are being appointed.

**14. LEGAL PRACTITIONER OR ACCOUNTANT MAY CHARGE FEES**

Any Trustee hereof who may be a Legal Practitioner or Accountant or any firm of which he, she or it may be a member shall be entitled to make all usual and proper charges for both professional and other services in the administration of the Trusts hereof and for time and trouble that would have been chargeable for if not a trustee and so employed.

**15. TRUSTEE SHALL KEEP ACCURATE RECORDS**

The Trustee shall keep complete and accurate records of all receipts and expenditures on account of the Trust Fund. Promptly after the close each Accounting Period the Trustee shall prepare a written accounting report for such period consisting of a Balance Sheet, a Statement of Receipts and Disbursements and a List of Assets held at the close of such year and a copy thereof shall be furnished upon request to the Commissioner of Taxation and retained by the Trustee for seven years after the date of preparation.

**16. APPOINTMENT AND REMOVAL OF TRUSTEE**

16.1 The Appointor or on the death of the last surviving Appointor such other person as the Appointor shall have appointed to act as Appointor and on default of such appointment his or her legal personal representatives, shall be entitled by instrument in writing at any time and from time to time:

16.1.1 to remove any Trustee thereof;

16.1.2 to appoint any additional Trustee or Trustees;

16.1.3 to appoint a new Trustee or Trustees in the place of any Trustee who resigns, abandons the appointment or ceases to be a Trustee by operation of law

**PROVIDED THAT**

16.1.4 if there is no Appointor named in the Schedule or if at any time there is no one entitled to exercise the power hereinbefore conferred the statutory and other rights of removing and appointing Trustees hereof may be exercised by the Trustee or by the legal personal representative of the last surviving Trustee or (if the Trustee be a corporation) the Administrator or the Liquidator of the Trustee and in the event that a Trustee shall be removed or cease to act by reason of any of the matters set out in Clause 16.3 the power to appoint a new Trustee shall be exercised by a Mediator appointed pursuant to Clause 26.

16.1.5 at all times during the life of this Trust the Trustee shall be a Local Government Authority or other Public Authority or a group of at least five individuals who are residents of Australia and who shall represent the interests of the general community and who are persons having a degree of responsibility to the general community by reason of their occupation or standing in the community or a corporation with at least five Directors who each satisfy the requirements for being an individual Trustee.

No person shall be a Trustee or Director of a Trustee corporation unless that person satisfies the requirements of the Commissioner of Taxation for appointment as a Trustee of a Charitable Trust.

- 16.2 Any Trustee or Appointor and any person who may by succession become a Trustee or Appointor may resign or renounce such position by notice in writing to the Trustee and forthwith upon the giving of such notice the person giving the same for all purposes hereunder cease to be a Trustee or Appointor or to be a person who may by succession become a Trustee or Appointor (as the case may be).
- 16.3 The offices of Trustee and Appointor shall be ipso facto determined and vacated if such Trustee or Appointor being an individual shall be found to be a lunatic or of unsound mind or if a Trustee or Appointor shall become subject to the bankruptcy laws or if a Trustee or Appointor shall remain out of the place in which this Trust is for the time being administered for more than twelve months or be found guilty (or admit guilt) in respect of any act of dishonesty touching or concerning this Trust.
- 16.4 A copy of all notices of changes in the Trusteeship shall be endorsed on or attached to these presents and every such notice shall be sufficient evidence to any person having dealings with the Trustee of this Settlement as to the facts to which it relates.
- 16.5 Any person dealing with the Trustee may rely upon a copy of this Deed and of the notices endorsed thereon or attached thereto certified by the Trustee or the Trustee's Lawyer before a Notary Public or a Legal Practitioner to the same extent as he or she might rely on the original.
- 16.6 Any person becoming a Trustee of the Trust Fund may accept the account rendered and the property delivered to the Trustee by the continuing Trustee or predecessors in office without being bound to enquire further as to the assets of the Trust Fund and any person ceasing to be a Trustee hereof may be given a full and complete discharge by the Appointor.

**17. DETERMINATIONS OF TRUSTEE**

Any determination by the Trustee in exercise of any power discretion or authority conferred on the Trustee by this Settlement may be made in writing, signed by all the Trustees or by a resolution passed at meeting of the Trustees or by a resolution of the Directors of a corporate Trustee. In the event of disagreement between the Trustees as to any matter affecting the Trust Fund or as to the exercise or omission or abstention from exercising any of the Trustee's powers and discretions hereunder:

- 17.1 the matter for the decision shall be referred to a vote of all the Trustees or Directors (either at a meeting of the Trustees or by post);
- 17.2 in the event of there being a majority for or against the proposal the Trustee shall give effect to the wishes of such majority as though it were a decision by all the Trustees or Directors;
- 17.3 in the event of deadlock the matter shall if any Trustee or where the Trustee is a corporation any Director of the Trustee so requires be referred for mediation in the matter provided for in Clause 23. In the event that the deadlock cannot be resolved by mediation then if any Trustee so requires the matter shall be referred for decision by an Arbitrator to be appointed by the President for the time being of the Institute of Arbitrators Australia for Arbitration pursuant to any Arbitration Law currently in force under the proper law of this Settlement and the Trustee shall give effect to the award of the Arbitrator under such Arbitration as though it were a decision by all Trustees and this Clause may be produced and pleaded as a bar to commencement of any Court proceedings where there has been no mediation or arbitration of the Trustee or Trustees fail to give effect to the Arbitrator's decision except in the case of an Appeal by the Arbitrator's decision.

**18. TRUSTEE MAY AMEND DEED**

The Trustee for the time being may at any time and from time to time by Deed revoke, add to, vary all or any of the provisions of this Deed or the Trust herein created or any variation or alteration or addition made thereto from time to time thereunder and hereunder and made by the same or any other Deed declare any new or other Trusts or powers concerning the Trust Fund or any part or parts thereof the Trusts whereof would have been so revoked, added to or varied but so that any law against perpetuities (if any) is not thereby infringed and so that the new or other Trust powers discretions alternations or variations:

- 18.1 Shall be invalid to the extent that they purport to be in favour of or for the benefit of any non charitable purpose;

18.2 Shall be notified to the Australian Taxation Office (together with a copy of the Deed of Amendment) within 21 days of the date of the Deed of Amendment.

**19. TRUSTEE MAY BE REIMBURSED FOR SERVICES RENDERED**

The assets and income of the Trust shall be applied solely in the furtherance of the objects of the Trust and no Trustee or any other person acting for the Trustee may receive any payment directly or indirectly other than reimbursement of reasonable out of pocket expenses and as bona fide compensation for administrative services rendered on behalf of the Trust.

**20. TRUSTEE MAY REFUSE DISCLOSURE**

Without prejudice to any right under the general law of the Trustee to refuse disclosure of any document it is hereby declared that the Trustee shall not be bound to disclose to any person any of the following documents that is to say:

20.1 Any document disclosing any deliberations of the Trustee (or any of them) as to the manner in which the Trustee should exercise any power or any discretion conferred upon the Trustee by this Settlement or disclosing the reasons for any particular exercise of any such power or any such discretion or the material upon which such reasons were or might have been based; and

20.2 Any other document relating to the exercise or proposed exercise of any power to any discretion conferred on the Trustee by this Settlement (not being legal advice obtained by the Trustee at the cost of the Trust).

**21. NAME OF TRUST**

The Trusts created by these presents shall be known by the distinguishing name if any stated in the Schedule.

**22. TRUSTEE TO ACKNOWLEDGE AS TO TAX LAW DUTIES**

No act, matter or thing and no conveyance or other instrument done occurring, made or entered into pursuant to the powers or authorities herein contained shall be of any legal force or effect if it would but for this Clause give rise to liability or alleged liability for any impost tax or duty under any law of the Commonwealth or any State or Territory thereof or elsewhere until the Trustee shall have acknowledged to such liability in writing and the Trustee shall have power to cancel, revoke and withdraw any instrument or conveyance or the exercise of any power or authority in any case in which the Trustee is not willing to make such acknowledgement as aforesaid provided that the payment of any duty shall not amount to such acknowledgement if made under protest or subject to objection.

23. **MEDIATION**

In the event that a dispute shall arise between the Trustees, the Directors of a Corporate Trustee or the Trustee and a member of the public the parties must attempt to resolve the dispute by mediation as follows:-

- 23.1 Either party may start mediation by serving a mediation notice on the other;
- 23.2 The notice must state that a dispute has arisen and identify what is in dispute;
- 23.3 The parties must jointly appoint a Mediator. If the parties fail to agree on the appointment within fourteen days of service of the mediation notice either party may apply to the Secretary for the time being of the Law Institute or Law Society (as the case requires) of the place of the proper law of this Trust Fund who must appoint a mediator;
- 23.4 The parties must observe the instructions of the Mediator about the conduct of the mediation and make a genuine and determined effort to resolve the dispute;
- 23.5 If the dispute is not resolved within twenty days after the Mediator is appointed or any other time that the parties agreed to in writing, the mediation ceases;
- 23.6 No request for arbitration may be made nor any application made to a Court of law until such time as the parties have attended a mediation meeting;
- 23.7 Each party must pay an equal share of the cost of the Mediator to the Mediator save that with unanimous agreement of the Trustees the cost may be paid out of the Trust Fund;
- 23.8 If the dispute is resolved each party must sign the terms of the agreement and the terms are binding on the parties; and
- 23.9 The mediation procedure is confidential and written statements prepared for the Mediator or for a party and any discussions between the parties and between the parties and the Mediator before or during the mediation procedure cannot be used in any legal proceedings.

24. **PROPER LAW**

The **Proper Law** of these Trusts shall be that as stated in the Schedule.

25. **TERMINATION AND WINDING UP OF THE FUND**

This Trust shall terminate and be wound up upon the happening of the first of the following events to occur:-

- 25.1 The Vesting Day; or
- 25.2 The Trustee determining that it is no longer necessary or appropriate for the Trust to continue.

Upon the termination and winding up of the Trust the provisions of Clause 5.2 shall apply.

**26. CHARITABLE FUNDRAISING PROVISIONS**

This Clause is in addition to and complimentary to any other provision in this Deed.

26.1 The Trustee must prepare and maintain for a period of at least ten years in a readily readable form a cash book, a register of assets and a Minute Book recording the affairs of the Trust and in particular details of all charitable fundraising and distributions of the money so raised;

26.2 The Trustee must prepare annual Financial Reports which shall be an accurate record of the financial affairs of the Trust which records must:

26.2.1 include all disclosures required to be made from time to time pursuant to any relevant Law; and

26.2.2 a register of all pecuniary interests of the Trustee and its Directors or where the Trustee is a committee of individuals each of the individuals; and

26.2.3 be audited annually by a Registered Company Auditor or such other person as may from time to time be approved for that purpose.

26.3 The Trustee must ensure that at all time there is in place a mechanism for dealing with any conflict of interest that may from time to time arise that may impact upon the interest of the Trust and its charitable purposes.


26.4 The Trustee must at all times ensure that the Trust is only operated for a Charitable Purpose and that no distribution of income or capital is made (other than for bona fide operational and administrative purposes) to any person, corporation or institution which that does not satisfy the charitable purposes of this Trust and the Australian Income Tax Law

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**EXECUTED** as a Deed on the date stated in the Schedule as the date of execution.

**THE SETTLOR**

SIGNED SEALED AND DELIVERED by  
**Avinash MINDHE**  
the Settlor in the presence of:-

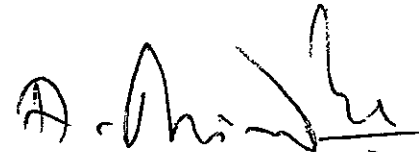
)   
) .....

Witness RAJEEV RAMRAO CHANDURKAR



**THE APPOINTOR**

SIGNED SEALED AND DELIVERED by  
**Avinash MINDHE**  
the Settlor in the presence of:-

)   
) .....


Witness RAJEEV RAMRAO CHANDURKAR

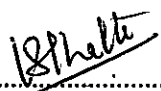


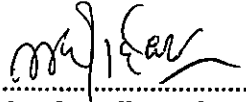
**THE TRUSTEE(S)**

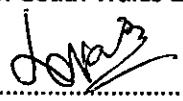
EXECUTED by the Trustee )  
**MARATHI KATTA AUSTRALIA** )  
**PTY LTD ACN 160 206 735** )  
in the manner provided for Section 127 )  
of the Corporations Act 2001 )

  
.....  
**Rajeev Ramrao CHANDURKAR**  
25 Ferguson Street  
GLENFIELD New South Wales 2167


  
.....  
**Prakash Udaykant NAIK**  
13 Sopwith Avenue  
RABY  
New South Wales 2566

  
.....  
**Umesh Sudhakar THATTE**  
17 Wattle Avenue  
MACQUARIE FIELDS  
New South Wales 2564

  
.....  
**Ninad Madhusudan RAIKAR**  
11 Balimo Place  
GLENFIELD  
New South Wales 2167

  
.....  
**Shankar Ramdas DEVARKONDA**  
1 Eliza Way  
LEUMEAH  
New South Wales 2560

.....  
**Shankar Ramdas DEVARKONDA**  
1 Eliza Way  
LEUMEAH  
New South Wales 2560

  
.....  
**Hrishikesh Govind NAIK**  
10/4 Sitella Place  
INGLEBURN  
New South Wales 2565



## SCHEDULE

**Date of Execution:** the ~~TUESDAY~~ day of ..... 4<sup>th</sup> SEPT. .... 2012

**Settlor:** **Avinash MINDHE**  
8 Scott Crescent  
ROSEVILLE  
New South Wales 2069

**Trustee:** **MARATHI KATTA AUSTRALIA  
PTY LTD ACN 160 206 735**  
25 Ferguson Street  
GLENFIELD  
New South Wales 3167

**Perpetuity Period:** **The period (if any) stated in the law of the  
place of Proper Law**

**Settled Sum:** **\$10.00**

**Vesting Date:** **As provided for in the Deed**

**Appointor:** **Avinash MINDHE**

**Place of Proper Law:** **New South Wales**

**Name of Trust:** **MARATHI KATTA AUSTRALIA**

**Reason for the establishment  
of this Trust:** To establish and maintain a Public Fund for the  
purpose of soliciting donations, gifts and bequests  
for the purpose of :

- The relief of poverty or sickness or the needs of  
the aged directly or through donations to public  
benevolent institutions and hospitals.
- Advancement of education through support to  
scientific institutes and running libraries for  
community.
- Advancement of religion by supporting  
organisations for building and maintaining  
religious buildings.
- Promoting health by supporting institutions  
working on public health.

....2/....

- Provide benefits of social value to the community and work for humanity.
- Promote art and culture through means such as music, drama & other cultural programs.
- Promote community library and child care services on non profit basis for benefit of the community.
- Establish/ build community centre (age care centre, auditorium, sports facilities etc.) with all required facilities.
- Providing any other services to the Society without any discrimination either free or at nominal charge.
- For philanthropic purpose accept donations, carry on funds collection activities to support Trust objectives.

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