

DEED OF SETTLEMENT TO ESTABLISH
HARSHA TRUST

SaiSreeHarsha of V.colony N.guda AndhraPradesh 123456
("Settlor")

Manoj
("Trustee")

Entity Makers

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THIS DEED OF SETTLEMENT is made on

PARTIES:

1. SaiSreeHarsha of V.colony N.guda AndhraPradesh 123456 (the "Settlor").
2. Manoj of kadapa kadapa suburb andhrapradesh 123456 (the "Trustee")

RECITES:

- A. The Settlor wishes to provide for the General Beneficiaries and the Remainder Beneficiaries in the manner set out in this Deed. The Settlor wishes to provide for the General Beneficiaries and the Remainder Beneficiaries in the manner set out in this Deed.
- B. To give effect to such desire the Settlor has at the time of execution of this Deed transferred or is about to transfer to the Trustee the sum specified in **Item 1** (the "**Settled Sum**").
- C. The Trustee/s has consented to accept the Settled Sum and to become the Trustee of this trusts upon the Settlement and with and subject to the powers and provisions expressed in this Deed.

WITNESSES:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed unless the context otherwise requires:

"Accounting Period" means:

- (a) the period commencing on the date of this Deed and ending on 30 June next,
- (b) each subsequent period of 12 months ending on 30 June in each year until the Vesting Day,
- (c) the period commencing on 1 July before the Vesting Day and ending on the Vesting Day;

"Appointor" means the person who for the time being holds the position of Appointor under this deed, being the First Appointor, his successors and assigns;

"child" or "children" includes adopted and natural children;

"Deed" means, unless the context otherwise requires, this Deed of Trust as amended varied or supplemented from time to time;

"First Appointor" means the person named in Item 4;

"General Beneficiaries" and "Remainder Beneficiaries" mean the persons who from time to time until the Vesting Day come within those categories as defined in Items 2 and 3 respectively and "beneficiary" means any person absolutely or contingently entitled to any interest in the Trust Fund or the income of the Trust Fund (even though in the case of each expression those persons may not be alive or in existence or may not have come into the defined category at the date of this Deed);

"income " subject to a determination of the Trustee before the end of each Accounting Period pursuant to clause 6(u), means net income excluding notional amounts;

"Income Tax Assessment Act" means the Income Tax Assessment Act, 1936 and the Income Tax Assessment Act, 1997;

"net income" has the same meaning as that given to the expression net income in section 95 of the Income Tax Assessment Act 1936 subject to clause 3.4;

"notional amounts" means items that are treated as net income for taxation purposes but do not constitute amounts that the Trustee may appoint, pay, apply or set aside for the purposes of clause 2;

"set aside" in relation to a beneficiary includes placing amounts to the credit of that beneficiary in the books of the Trust Fund in accordance with the provisions to that effect contained in this Deed;

"Settlement" means the trust created or evidenced by this Deed;

"Spouse" includes:

- (a) the widow or widower as the case may be of the person; and
- (b) another person who lives with the person on a *bona fide* domestic basis as a couple and who are not married to one another or related by family;

"Trustee" means the person named in this Deed or such other trustee or trustees for the time being of this Settlement;

"Trust Fund" means:

- (a) the Settled Sum;
- (b) all money, investments and property paid or transferred to and

accepted by the Trustee as additions to the Settled Sum;

- (c) all additions and accretions to the Settled Sum;
- (d) any property from time to time held by the Trustee under this Settlement;
- (e) all income accrued to the Trustee and/or for the time being in the hands of the Trustee;

"Vesting Day" means the day immediately prior to the day that would cause the Trust Fund to infringe the law against perpetuities and excessive accumulations as applies in the jurisdiction applicable to the Deed or such earlier date as the Trustee may with the consent of the Appointor appoint (any such appointment being revocable at the like direction at any time up to and including the day before the date so appointed unless expressed otherwise).

1.2 In this Deed unless the context otherwise requires:

reference to a person includes any other entity recognised by law and vice versa;

words importing the singular number include the plural number and vice versa;

words importing one gender include every gender;

any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns or, being a company, its successors or permitted assigns;

every agreement or undertaking expressed or implied by which more than one person agrees or undertakes any obligation or derives any benefit binds or ensures for the benefit of those persons jointly and each of them severally;

clause headings are for reference purposes only;

reference to an Item is a reference to an Item in the Schedule to this Deed;

reference to an Exhibit, Annexure or Schedule is a reference to the corresponding Exhibit, Annexure or Schedule to this Deed;

reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or

incorporating any of its provisions to the extent that they are incorporated.

2. ACCEPTANCE OF TRUST

- 2.1 The Settlor as settlor hereby declares that the Trustee shall and the Trustee hereby declares that it will henceforth stand possessed of the Trust Fund upon the trusts and with and subject to the powers and provisions expressed in this Deed concerning the same.
- 2.2 The Trustee shall stand possessed of the Trust Fund or any part of it or the income or any part of the income of the Trust Fund or any combination in trust for all or such one or more exclusively of the others or other of the General Beneficiaries and in such shares or proportions as the Trustee may in its absolute and uncontrolled discretion revocably or irrevocably from time to time before the Vesting Day appoint and with such provision for their respective advancement, maintenance, education and benefit as the Trustee shall determine at the time of such appointment, provided that no such appointment shall be revoked or revocable after the Vesting Day.

3. APPLICATION OF INCOME

3.1 Distribution

In default of and subject to any appointment under clause 2.2 the Trustee may in each Accounting Period appoint, pay, apply or set aside the whole or such part (if any) of the income of the Trust Fund of that Accounting Period to or for the benefit of or for all or such one or more exclusive of the others or other of the General Beneficiaries then living in such proportions and in such manner as the Trustee may in its absolute discretion determine and amounts so appointed or set aside for any General Beneficiary shall no longer form part of the Trust Fund but shall be held by the Trustee as a trust separate from the Trust Fund on trust for such General Beneficiary absolutely with power to the Trustee pending payment over thereof to such General Beneficiary to invest or apply or deal with such fund or any income therefrom or any part thereof in the manner provided for in clauses 5(c) and 5(d).

3.2 Accumulation

Notwithstanding anything contained in clause 3.1 hereof the Trustee may in its absolute discretion during such period as may be permitted by law in any Accounting Period accumulate all or any part of the income of the Trust Fund of that Accounting Period and that accumulation will be

dealt with as an accretion to the Trust Fund but the Trustee may at any time or times resort to it and may pay or apply the whole or any part of it as if it were income of the Trust Fund.

3.3 Manner of Distribution

The appointment, application or setting aside of any part of the income of the Trust Fund to or for the benefit of any beneficiary may be effectually made by a resolution of the Trustee that a sum out of or portion of the income of the Trust Fund for the Accounting Period be appointed or allocated to that beneficiary and that resolution of the Trustee allocating income will be irrevocable and the income of the Trust Fund will be dealt with as required by that resolution.

3.4 Division of Income

For the purposes of clauses 3.1 and 3.2 hereof, if appointing, applying or accumulating or otherwise dealing with the income of the Trust Fund in parts only or differently between or amongst parts of it the Trustee may in its absolute discretion;

- (a) divide that income into different parts including differences in the nature or character or source of that income;
- (b) pay, apply, place to the credit in the books of account of the Trust Fund or otherwise deal with the whole or any part of income of any nature, character or source in such a manner as to preserve and pass on the nature, character or source of the income for the purposes of the Income Tax Assessment Act to, for or towards the maintenance, advancement or benefit of all or such one or more of the beneficiaries then living or in existence as the Trustee in its absolute discretion may determine and in such shares and proportions that the Trustee in its absolute discretion may determine, whether to the exclusion of any one or more of them or otherwise;
- (c) determine how the outgoings and allowable deductions of the Trust Fund shall be applied or apportioned in calculating the income of any such nature, character or source; and
- (d) determine how tax credits (inclusive of foreign tax credits and franked dividend credits as applies under the Income Tax Assessment Act) shall be applied or apportioned for the purposes of this clause 3.4. Provided that if the Trustee determines pursuant to this clause to appoint, pay, apply or set aside a net capital gain for

tax purposes, then the definition of "net income" for the Accounting Period is to include the amount of the capital gain as set out in Steps 3 and 4 of the method statement in subsection 102-5(1) of the Income Tax Assessment Act, 1997.

4. APPLICATION OF TRUST FUND ON VESTING DAY

- 4.1 As from the Vesting Day the Trustee will stand possessed of the Trust Fund in trust for those of the General and Remainder Beneficiaries and/or for those charitable purposes for those interests and in those proportions and for one to the exclusion of the other as the Trustee may in its absolute discretion appoint on or before the Vesting Day revocable at any time earlier than the Vesting Day unless expressed to be otherwise.

4.2 To Remainder Beneficiaries

In default of the Trust Fund or part of it vesting absolutely pursuant to clause 4.1 the Trustee will stand possessed of that part of the Trust Fund as set out above for the persons described in Item 3 as the "Remainder Beneficiaries" living or in existence on the Vesting Day in equal shares absolutely and if there will be no such persons upon trust for those charitable purposes as the Trustee may determine, any resulting trust to the Settlor being expressly negated.

5. POWER OF ADVANCEMENT

The Trustee may in its absolute discretion:

- (a) at any time and from time to time before the Vesting Day convey or transfer the whole or any part of the Trust Fund or pay out of the corpus of the Trust Fund but not out of any money referred to in sub-clause 5(e) of this clause (except in the manner set out in that sub-clause)(either in addition to or in substitution for any share of income) to any beneficiary for its own use and benefit or apply the same to or for the maintenance, education, advancement, or benefit of that beneficiary in such manner as the Trustee may determine and for that purpose may raise any such sum out of the corpus in such manner as the Trustee may determine;
- (b) at any time and from time to time before the Vesting Day lend any sum to any beneficiary(s) either with or without security and upon such terms and conditions as to repayment and with or without interest as the Trustee may determine;
- (c) at any time and from time to time before the Vesting Day pay or

apply to or for the benefit of any beneficiary the whole or any part of the income or accrued or accumulated income to which it is either absolutely or contingently entitled (and despite that its interest is liable to be defeated or diminished by the exercise of any power of appointment or revocation or by reason of any other matter or circumstance) in that manner and subject to those terms and conditions as the Trustee may determine and without limiting the generality of the foregoing for the maintenance, education, advancement, or benefit of that beneficiary;

- (d) in exercise of any power contained in sub-clauses 5(a) to 5(c) of this clause pay or transfer any money or the whole or any part of the Trust Fund to any parent or guardian of any infant beneficiary in whose favour the power is exercised without being bound to see to the application of it by such parent or guardian and at any time and from time to time pay or transfer any investments or money appropriated or a share of the Trust Fund to which any infant beneficiary is or becomes absolutely entitled to his parent or guardian as trustee for that infant beneficiary without being bound to see to the application of it by that parent or guardian;
- (e) invest any amount held by the Trustee as a separate trust fund pursuant to clause 3.1 hereof on behalf of the person entitled to it by investing the same and the resulting income of it in any of the investments authorised for the investment of the Trust Fund under this Deed and while any such person is under any legal disability at any time and from time to time the Trustee may in its absolute discretion resort to such amount and the income of it and pay, apply, or deal with the same or any part of it for the benefit of that person or in the terms powers contained in sub-clauses 5(c) and 5(d) of this clause;
- (f) allow any beneficiary to occupy have custody of or use any moveable or immovable property for the time being forming part of the Trust Fund on those terms or conditions as to the repair, replacement, insurance, outgoings, or otherwise at all as the Trustee may determine.

6. POWERS OF TRUSTEE

The Trustee will have the legal capacity, powers and privileges of a natural person. Without limiting the generality of the foregoing, the Trustee will specifically have the following powers which will be in addition to and not in derogation of any other powers the Trustee has by

law or which are conferred on it by other provisions of this Deed:

- (a) 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 that sale;
- (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;
- (c) to permit any asset of the Trust Fund to be held or registered in the name of any nominee of the Trustee and to deposit securities, deeds and other documents belonging or related to any asset of the Trust Fund with any bank or other depository;
- (d) to become a director of any corporation in which money forming part of the Trust Fund is invested or to appoint any person to act as director of any such corporation and to receive and retain beneficially the remuneration attached to that office without accounting therefore as a trustee provided that the trustee shall account as trustee for all dividends and bonuses paid or payable in respect of such shares, securities, or other interests;
- (e) to appropriate any part of the Trust Fund in the actual condition or state of investment of it in or towards the satisfaction of the interest of any person in the Trust Fund or in or towards the satisfaction of any sum which the Trustee may determine to pay or apply to or for the benefit of any beneficiary pursuant to the powers conferred on the Trustee under the provisions of this Deed and in making that appropriation to estimate the value of the component parts of the Trust Fund or to employ those persons to make a valuation as in the circumstances the Trustee deems proper and so that every appropriation so made shall bind all persons interested in the Trust Fund notwithstanding that they may not yet be in existence or may be under a legal disability;
- (f) to carry on, acquire, establish, and/or dispose (either alone or in partnership) of any business;
- (g) whether alone or jointly with any company or person to borrow or

raise money or to draw, accept and discount commercial bills or arrange other financial accommodation from time to time and at any time upon the security of the Trust Fund or without security and for this purpose to mortgage or charge in favour of the lender the whole or any part of the Trust Fund;

- (h) to permit any beneficiary to reside in any dwelling house which or the proceeds of sale of which may for the time being form part of the Trust Fund upon such conditions as to payment of rent, rates, taxes or other expenses and outgoings and as to repair and decoration and for that period and generally upon such terms as the Trustee will decide;
- (i) to permit any beneficiary to have the use of any chattels which may for the time being form part of the Trust Fund and upon such conditions as to payment of hire, taxes, expenses, outgoings, insurance, repair, and maintenance thereof and for such period and generally upon such terms as the Trustee shall decide;
- (j) to lend the whole or any part of the Trust Fund to any person who may from time to time be a beneficiary upon such terms as to repayment and interest or interest free but so that no loan shall be made on terms that repayment shall be postponed to a date beyond the Vesting Day;
- (k) regardless of whether such action shall be for the commercial benefit of this Settlement and/or for the benefit of any beneficiary, to guarantee, indemnify, or become surety (with or without security or remuneration) for the due payment of money or debts of any beneficiary and/or any other person not being a beneficiary and to guarantee, indemnify, or become surety with or without security for the due performance of any contract, agreement, covenant, or obligations by any beneficiary and/or any other person not being a beneficiary and to indemnify itself from and make good any loss it thereby suffers or any liability it thereby incurs out of the assets of the Trust Fund and/or to give security over the Trust Fund or any part thereof to secure any such guarantee or indemnity or surety;
- (l) to deal in any manner whatsoever with the Trustee in its personal capacity or as trustee of other trusts, funds, or otherwise or to any company or partnership in all respects as if there were two separate parties to the dealings notwithstanding that the Trustee is a shareholder, director, member, or partner of such company or

partnership or related to any wife, husband, child or children of the Trustee;

- (m) generally to exercise or concur in exercising all the powers and discretions conferred on it by this Deed or by law notwithstanding that the Trustee or any person being a director or shareholder of a Trustee hereof (being a company) has or may have a direct or personal interest (whether as trustee of any other trust fund or in its personal capacity or as a shareholder, director, member, or partner of any company or partnership or otherwise) 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 and notwithstanding that the Trustee for the time being is the sole Trustee;
- (n) to take such action as it shall think fit for the adequate protection of any part of the Trust Fund;
- (o) from time to time to remove or cause to be removed out of the state, territory, or country in which the same is for the time being situated the Trust Fund, or any asset forming part thereof, and to remove or cause to be removed out of the country, state, or territory of residence or incorporation of the Trustee the Trust Fund or any asset forming part of it;
- (p) to open any account with any bank and to operate in all usual ways on such account;
- (q) 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 here of which the Trustee may at any time incur including all income tax or other taxes payable in respect of the Trust Fund costs in any way connected with the preparation and execution of this Deed and all money 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;
- (r) in the event of any probate, succession, estate, or other duties, fees, or taxes becoming payable in any part of the world in respect of the Trust Fund or any part thereof on the death of the Settlor or of any

beneficiary or of any other person at its absolute discretion to pay all or any of such duties, fees, and taxes out of the Trust Fund notwithstanding that such duties, fees, or taxes or some part thereof are not or may not be recoverable from the Trustee or from the Trust Fund by legal process in the place where the same become payable;

- (s) to employ and pay for such professional or other assistance as the Trustee may deem requisite in the discharge of its duties including from a person who is in any way connected or associated with the Trustee;
- (t) to act on the opinion or advice or information obtained from any financial adviser, lawyer, accountant or other expert or professional so that the Trustee will not be responsible for any loss, depreciation or damage occasioned by acting or not acting in accordance therewith;
- (u) in respect of each Accounting Period to determine in its absolute discretion whether any receipt, profit or gain or payment, loss, or outgoing or any sum of money or investment is or is not to be treated as being on income or capital account, and further whether the income of the Trust Fund is to be calculated as including any actual or deemed capital gain arising during that period under the provisions of the Income Tax Assessment Act. Without limitation of the foregoing, where the income of the Trust Fund determined in accordance with this clause includes an amount in respect of a deemed capital gain arising by reason of an appointment or distribution of part of the Trust Fund in favour of a beneficiary, the Trustee may determine the amount of income which is in its opinion referable to such appointment or distribution to have been already distributed to that beneficiary by virtue of the making of the appointment or distribution. The Trustee's decision on any of the matters arising under this clause will be conclusive and binding on all persons having any interest in the Trust Fund;
- (v) 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; and
- (w) to give effectual receipts and discharges for any money received by or on behalf of the Trustee or otherwise relating to any of the acts, matters and things provided for in this Deed.

7. EXCLUSION OF LEGISLATIVE DUTIES

The provisions of:

- (a) sections 6, 14A, 14B and 14C of the Trustee Act 1925 of the State of New South Wales;
- (b) section 12 and 23 of the Trusts Act 1973 of the State of Queensland;
- (c) subsections 6(1) and 6(3), section 7 and 41 of the Trustee Act 1958 of the State of Victoria;
- (d) section 7, subsections 18(1) and 18(3) and section 19 of the Trustees Act 1962 of the State of Western Australia;
- (e) subsections 7(1) and 7(3), section 9 and section 13 of the Trustee Act 1898 of the State of Tasmania;
- (f) subsections 7(1) and 7(3), section 8 and sections 14-17 of the Trustee Act 1936 of the State of South Australia;
- (g) sections 6, 14A, 14B and 14C of the Trustee Act 1925 of the Australian Capital Territory;
- (h) subsections 6(1) and 6(3) and section 7 of the Trustee Act of the Northern Territory;

as may relate to this Deed shall be and are hereby expressly excluded and forbidden from and shall not apply to this Deed.

8. POWER TO DELEGATE

- 8.1 The Trustee will not be bound in any case to act personally but will be at full liberty to act through managers or to employ any contractor, manager, solicitor, accountant, clerks, workmen, employees, or servants or any agents to transact all or any business of whatever nature which they are required or permitted to do including the receipt and payment of money and the Trustee will decide the remuneration to be allowed and paid and all charges and expenses so incurred.
- 8.2 The Trustee will have power from time to time to appoint one or more attorneys under power of attorney to act jointly or severally and for a

specific transaction or class of transactions, or generally and in a particular place or in any place in relation to execution of any document, or doing any act or receiving notice money or other property in respect of the Trust Fund or any asset for the time being comprised therein or to be acquired by the Trustee or in respect of any business carried on or proposed to be carried on by the Trustee, or in respect of the exercise of any powers, authorities, duties, or functions conferred on the Trustee by this Deed or by law whether or not the Trustee has disclosed to any such attorney or any person dealing with that attorney that in respect of the power, authority, duty, or function to be so delegated it is acting as a trustee.

- 8.3 The Trustee will have power from time to time to cause or permit any person to have and remain in possession or control of the Trust Fund or any part thereof without the Trustee being liable for any loss occasioned thereby.
- 8.4 The Trustee will have power from time to time to give proxies or powers of attorney with or without power of substitution for voting or acting on behalf of the Trustee as the owner of any shares, securities, bonds, notes, or other evidence of interest in or obligations of any corporation or person.
- 8.5 Any power of attorney granted pursuant to this clause:
- (a) does not require the consent of any person; and
 - (b) will remain valid and effectual for the period nominated by the Trustee or until revoked by the Trustee in its discretion.

9. TRUSTEE NOT PERSONALLY LIABLE

The Trustee will not be personally liable for the consequences of any error or forgetfulness whether of law or of fact on the part of the Trustee or its 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.

10. TRUST FUND TO BE KEPT SEPARATE

Nothing herein contained allows the Trustee to join the Trust Fund with any other trust fund referred to in any deed of settlement (whether or not bearing even date herewith and whether created by the Settlor or any other person) so as to cause any two or more trust funds to become one trust fund but the Trustee will keep the Trust Fund entirely separate and distinct from any other trust fund PROVIDED THAT in the event that the Trustee of the Trust Fund is in partnership with other persons then the Trustee may hold money forming part of the Trust Fund in a common bank account with such other person or persons together with money forming part of the trust fund of other trusts.

11. GENERAL PROVISIONS RELATING TO THE TRUSTEE

- 11.1 Subject always to any express provision to the contrary herein contained every discretion vested in the Trustee will be absolute and uncontrolled and every power vested in it will be exercisable at its absolute and uncontrolled discretion and the Trustee will have the like discretion in deciding whether or not to exercise any such power.
- 11.2 Without imposing any liability on the beneficiaries the Trustee will be entitled to be indemnified out of the assets for the time being comprising the Trust Fund against liabilities incurred by it 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 it by this Deed or by virtue of being the Trustee hereof.
- 11.3 Whenever pursuant to any provision of this Deed any consent, notice, instruction, or other communication is to be given by the Appointor to the Trustee the Trustee may accept as sufficient evidence of it a document signed on behalf of the Appointor by any one of its directors or by any other person duly authorised by the Appointor.
- 11.4 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 the Trustee or its servants, agents, employees or officers in no event will the Trustee be liable to the beneficiaries to any greater extent than the property which is both comprised in the Trust Fund and available for that purpose, from time to time.
- 11.5 The Trustee will not incur any liability to anyone 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 ordinance, rule, regulation or by-law made pursuant thereto or of any decree, order or judgment of any competent court the Trustee shall be hindered, prevented or forbidden from doing or

performing.

12. SOLE TRUSTEE'S CAPACITY

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

13. CHARGES OF SOLICITOR OR ACCOUNTANT TRUSTEE

Any Trustee hereof who may be a solicitor or accountant or any firm of which it may be a member shall be entitled to make all usual and proper charges for both its professional and other services in the administration of the trusts hereof and for its time and trouble that it would have been entitled to make if not a Trustee and so employed.

14. POWERS OF APPOINTOR TO REPLACE TRUSTEE

The Appointor may at any time and from time to time by deed or by notice in writing, or in the case the Appointor shall be a natural person, by deed, by notice in writing or by his Will, delivered to the Trustee remove any Trustee and appoint new or additional Trustees in its absolute and unfettered discretion PROVIDED HOWEVER that the Settlor shall not be eligible to be appointed Trustee. Such removal or appointment shall take effect from the date of such deed, notice or Will.

15. AMENDMENT OF DEED

With the prior written approval of the Appointor and not otherwise the Trustee for the time being may at any time and from time to time by resolution (whether oral or in writing) deed or deed poll add to or vary all or any of the trusts, provisions, terms and conditions contained in this Deed but so that the law against perpetuities is not in any case thereby infringed and so that any new or other trust, powers, discretions, alterations or variations:

- (a) will not be in favour of or for the benefit of the Trustee or the Settlor but may otherwise be for the benefit of all or any one or more of the General or Remainder Beneficiaries (as added to as herein provided) or the next of kind of any of them; and
- (b) will not affect the beneficial entitlement to any amount set aside for any beneficiary prior to the date of the variation, alteration, addition, payment or application.

16. TRANSFER OF TRUST FUND

Notwithstanding the trusts, powers and provisions herein declared and contained the Trustee may at any time or times prior to the Vesting Day at the direction of the Appointor transfer the whole or any part of the Trust Fund (but excluding any part thereof to which any person shall previously have become entitled to an absolute and indefeasible interest in possession) or the income thereof into the names or under the legal control of a trustee (wherever resident in the world) of and for the purposes of any settlement administered and taking effect in and constituted under the law of any part of the world and so that upon any such transfer the property so transferred shall be held upon the trusts and with and subject to the powers and provisions declared and contained in the settlement to the trustee of which the same is transferred, freed and discharged from all the trusts, powers and provisions of this Deed PROVIDED ALWAYS that

- (a) no such transfer shall be made unless the Trustee (whose decision shall be final and binding on all persons beneficially interested hereunder) is satisfied that the same is for the benefit of all or any one or more of the beneficiaries;
- (b) the Settlor shall by the terms of such settlement be wholly excluded from any benefit thereunder;
- (c) no such transfer shall offend the rule against perpetuities; and
- (d) the Trustee may at any time or times prior to the Vesting Day wholly or partially release or restrict the powers contained in this clause.

17. TRUSTEE MAY NOMINATE ADDITIONAL OR EXCLUDE BENEFICIARIES

- 17.1 The Trustee may with the consent of the Appointor at any time or times before the Vesting Day nominate one or more individuals, corporations, trusts or entities having separate legal identity (not being otherwise excluded from benefit hereunder) to be a member or members of the class of General Beneficiaries or a member or members of the class of Remainder Beneficiaries and no beneficiary may prevent the nomination of new beneficiaries. The nomination of additional beneficiaries may be by resolution (whether oral or in writing), deed, or deed poll.
- 17.2 The Trustee may at any time while the aforesaid power is exercisable release such power as regards any future exercise. When nominating

beneficiaries in exercise of the powers contained in this clause the Trustee may limit the extent to which any nominated beneficiary shall be an eligible beneficiary and entitled to be considered for participation in the Trust Fund or the income of the Trust Fund and in particular may:

- (a) prescribe that any such beneficiary shall be or become a member of the class of General Beneficiaries or a member of the class of Remainder Beneficiaries or a member of both classes;
- (b) prescribe that any such beneficiary shall be eligible only for appointment to participate in the income of the Trust Fund in terms of clause 3.1 hereof;
- (c) prescribe that any such beneficiary may be eligible in respect only of income from a particular source or earned during a particular Accounting Period or not exceeding fixed amounts or otherwise limit or define the extent of eligibility;
- (d) prescribe that any such beneficiary shall be eligible only for appointment to participate in the capital of the Trust Fund in terms of any or all of clauses 4 or 5 hereof;
- (e) prescribe that any such beneficiary may be eligible in respect only of certain of the assets constituting the Trust Fund or for a contingent interest not exceeding a specified amount or value; or
- (f) by the terms of any such nomination otherwise impose such limitations (including any combination of the foregoing) as to the Trustee may seem appropriate and as the Appointor shall have approved.

17.4 The Trustee may with the consent of the Appointor at any time or times before the Vesting Day declare any individual or entity to be removed as a beneficiary or to be ineligible to become a beneficiary and such person or entity shall thereupon be excluded from any benefit under the trusts hereby created (but without prejudice to the beneficial entitlement to any amount set aside for any excluded beneficiary prior to the date of such declaration). Any such declaration shall be revocable unless expressed to be otherwise. The removal of beneficiaries may be by resolution, (whether oral or in writing) deed, or deed poll.

18. IRREVOCABLE TRUST

Except as otherwise provided in this Deed the trusts hereby created are irrevocable.

19. TRUSTEE'S COMMISSION

Any Trustee hereunder being a company may from time to time charge and retain out of the Trust Fund in any Accounting Period such Trustee's commission (if any) as the Appointor may approve in writing.

20. CORPORATE TRUSTEE

Every Trustee which is a company may exercise or concur in exercising any discretion or power hereby conferred on the Trustee by a resolution of such company or by a resolution of its Board of Directors or Governing Body or may delegate the right and power to exercise or concur in exercising any such discretion or power to one or more members of its Board of Directors or Governing Body appointed from time to time by the said Board of Directors or Governing Body for that purpose.

21. APPLICABLE LAW

This Deed shall be governed by and construed in accordance with the laws of the locality specified in Item 5.

22. NAME OF TRUST

For purposes of identification the name of the Settlement hereby created is that stipulated in Item 6 or such other name as the Trustee may nominate.

23. NON-CHARITABLE OBJECTS

Notwithstanding the possible inclusion of charitable organisations as beneficiaries this Settlement is not a trust for or limited to charitable objects or specifically or generally a trust for charitable purposes.

24. DURATION OF TRUST

The trust the subject of this Deed determines on the Vesting Day.

25. ACCOUNTS

25.1 The Trustee shall keep a complete and accurate record of all receipts and expenditures on account of the Trust Fund.

25.2 Promptly after the close of each Accounting Period the Trustee shall prepare a written accounting report (prepared in accordance with normally accepted accounting procedures) for that period consisting of a balance sheet and statement of income and expenditure and a list of assets

held at the close of such year and a copy thereof shall be furnished to the Appointor.

25.3 The accounting report shall include the names and addresses of all persons or firms having custody of all or any portion of the assets of the Trust Fund.

25.4 The Trustee will at the written request of the Appointor appoint an auditor to examine and ascertain the correctness of the accounts of the Trust Fund and to report thereon to the Trustee.

26. THIRD PARTIES

It is hereby declared that so far as relates to the safety and protection of all persons contracting and dealing with the Trustee and except in the case of fraud by the persons so contracting or dealing with the Trustee:

- (a) no person contracting or dealing with the Trustee shall be required or in any manner concerned or interested to enquire or ascertain the terms of this Settlement or whether any contract or dealing by the Trustee is proper or whether the same has been authorised by or in a manner required by this Deed or is otherwise proper or is for the benefit of the Trust Fund or of all or any one or more of the beneficiaries or whether the Trustee has retired or been removed or to see to the application of any purchase moneys security or other property delivered to the Trustee and the receipt thereof by the Trustee shall be an absolute discharge to the person paying or delivering the same to the Trustee;
- (b) no person shall be affected by actual knowledge or by direct, constructive, or imputed notice that any such contract or dealing has not been authorised as aforesaid or is otherwise improper, or of any dealing by any Trustee with the Trust Fund or any part thereof not being for the benefit of the Trust Fund or of all or any one or more of the beneficiaries and all such dealings, transactions and contracts shall so far as such person is concerned be deemed to be within the scope of this Deed and to be valid and effectual accordingly.

27. RESIGNATION OF TRUSTEE

27.1 The Trustee may at any time resign its trusteeship upon giving three months notice in writing.

27.2 The office of the Trustee shall be ipso facto determined and vacated if the Trustee shall enter into liquidation or bankruptcy whether compulsory or

voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction) or if a receiver or official manager shall be appointed of the undertaking of the Trustee or any part thereof.

28. NEW TRUSTEE

- 28.1 A Trustee shall on retirement or removal take such action as is necessary to vest the Trust Fund or cause it to be vested in any new Trustee and shall deliver to such new Trustee all books, documents, records and other property relating to the Trust Fund. Until transfer to the new Trustee of any property belonging to the Trust Fund the old Trustee will hold the Trust Fund as bare trustee for the new Trustee.
- 28.2 There is no need for a deed or any other written document to be executed by a trustee that has been removed under clause 14, has resigned under clause 27.1, or whose office has been vacated under clause 27.2 in order to confer the office of trustee on the new trustee nominated by the Appointor pursuant to clause 14. There is no need for any continuing trustee to execute any document to confer the office of trustee upon any additional trustee. As provided in clause 14, the appointment of the new trustee takes effect from the date of the notice by the Appointor appointing a new trustee.
- 28.3 The costs, charges and expenses of and in connection with the retirement and replacement of any Trustee or the appointment of any additional Trustee shall be recouped from the Trust Fund.
- 28.4 Any substitute trustee or additional trustee under this Deed (called "the Successor Trustee") shall have all powers and authorities and duties conferred upon and undertaken by the Trustee hereunder and by the applicable law or any rule of court and any and all attorneys, agents, custodians or depositories of the property comprising the Trust Fund shall be authorised to accept instructions from the Successor Trustee as to the disposition thereof.
- 28.5 Upon the appointment of a Successor Trustee pursuant to this Deed any attorneys, agents, custodians or depositories of the property comprising the Trust Fund shall forthwith become the same for the Successor Trustee without the necessity of the execution, filing of any instrument or any further act.

29. SEVERABILITY

Any provision of this Deed which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without

invalidating the remaining provisions of this Deed or affecting the validity or enforceability of such provision.

30. DECEASED ESTATE PROPERTY

Notwithstanding any other provision of the Deed, in the event that any part of the Trust Fund represents property that has been transferred to the Trust Fund by a person out of property that devolved upon that person from the estate of a deceased person or represents property that has been transferred to the Trust Fund from the estate of a deceased person ("Estate Property") the Trustee must exercise the trusts, powers, provisions, terms and conditions contained in this Deed in respect of the Estate Property so as to comply with, where possible, the provisions of Section 102AG of Division 6AA of Part III of the Income Tax Assessment Act 1936 such that the share of a Beneficiary (being a prescribed person for the purposes of the Income Tax Assessment Act 1936 of the income of the Trust Fund is excepted trust income (as defined for the purposes of the Income Tax Assessment Act 1936) and, without limiting the foregoing, the Trustee must exercise the trusts, powers, provisions, terms and conditions contained in the Deed so that such Beneficiary will be entitled to the Estate Property or such relevant part of the Estate Property under clause 4.1 or clause 5(a) of the Deed.

31. DELEGATION BY AND SUCCESSION OF APPOINTOR

31.1 Delegation by Appointor

The Appointor shall have the power from time to time to delegate whether revocably or irrevocably to such person as the Appointor shall think fit all or any authorities and powers conferred on the Appointor by this deed. Every such delegation shall be in writing under the hand or seal of the Appointor and shall take effect on and from the date on which such notice of such delegation is given to the Trustee. Any such delegation which is revocable may be revoked by instrument in writing under the hand or seal of the Appointor and shall take effect on and from the date on which such instrument or a facsimile copy thereof is delivered to the Trustee. The Trustee after receiving due notice of any such delegation shall be bound by every act or thing done by such delegate in every respect as if that act or thing had been done by the Appointor and so long as such delegation shall remain unrevoked the delegate shall be entitled to exercise all the authorities and powers so delegated to the entire exclusion of the Appointor and this Trust shall be construed in every respect as if such delegate were named herein as the Appointor.

31.2 Succession to Appointor

- (a) In case the Appointor shall have exercised the power conferred by clause 31.1 to delegate to some person all authorities and powers conferred on the Appointor by this deed and such delegation if expressed to be revocable shall remain unrevoked immediately prior to the death or dissolution of the Appointor then subject to clause 31.3 forthwith upon such death or dissolution such delegate shall ipso facto become the Appointor in the place and stead of the deceased or dissolved Appointor.
- (b) In case the Appointor shall be a natural person then, subject to clause 31.2(a) and clause 31.3, upon his death the like powers of appointment and removal of Trustee as are conferred on the Appointor by this deed shall be exercisable by such person as the Appointor by memorandum in writing under his hand (which if expressed to be revocable shall not have been revoked) or by his will shall have most recently appointed for the purpose and, subject to clause 31.2(a) and clause 31.3, upon the death of such person (being a natural person) by the surviving trustee or trustees for the time being of the deceased estate of such person or by the legal personal representative for the time being of the last surviving of such trustees. In default of the Appointor having so appointed any such person or in the event that the person so appointed shall not have survived the Appointor or be in existence at the time of his death then, subject to clause 31.2(a) and clause 31.3, upon the death of the Appointor the said powers of appointment and removal shall be exercisable by the trustee or trustees of the deceased estate of the Appointor or by the legal personal representative for the time being of the last surviving of such trustees.

31.3 Additional Power of Appointment

The Appointor shall have the power at any time by instrument in writing under his hand or seal to revocably or irrevocably appoint such person as the Appointor may think fit to be substituted in his place and stead as Appointor and may specify in such instrument the date or event upon which such appointment shall take effect and on and from the date upon which notice of such appointment is given by the Appointor to the Trustee or such later date or event (if any) as shall have been specified in such instrument of appointment such appointment shall become effective and the person so appointed shall thereupon become the Appointor for all purposes of this deed (including but not limited to clause 31) in substitution for and to the exclusion of the person making such

appointment.

Entity Makers

THE SCHEDULE

ITEM 1

Settled Sum: \$123456

ITEM 2

General

- Beneficiaries:
- (a) Ashok and the persons related to Ashok as follows, namely:
 - (i) spouse;
 - (ii) children and more remote descendants of such children;
 - (iii) brothers, sisters, parents and grandparents;
 - (iv) uncles and aunts and children of such uncles and aunts;
 - (v) children and more remote descendants of brothers and sisters; and
 - (vi) spouses of any of the foregoing;
 - (b) any corporation or partnership of which any one or more of the foregoing beneficiaries is a member either directly or indirectly through some other entity;
 - (c) the Trustee of any trust (in his capacity as such) which trust is bound to be determined not later than the Vesting Day and under which any one or more of the foregoing beneficiaries has any interest whether vested contingent or merely expectant or prospective;

- (d) such individuals, corporations, trusts or other entities having separate legal identity as may from time to time be nominated to be beneficiaries in accordance with the powers contained in this Trust Deed;
- (e) the trustee of any superannuation fund under which any one or more of the foregoing beneficiaries is a member.

EXCLUSIVE HOWEVER of the Settlor, the Settlor of any trust fund transferred to the Trustee as an addition to the Trust Fund and any person whom the Trustee determines to be excluded as a beneficiary under clause 17.

ITEM 3

Remainder

Beneficiaries: The Royal New South Wales Institute for Deaf and Blind Children.

ITEM 4

Appointor(s) Praveen gudem tadepalli andhrapradesh 123456

ITEM 5

Governing Law: New South Wales

ITEM 6

Name of Trust: The Harsha Trust

SIGNED SEALED AND DELIVERED by)
SaiSreeHarsha ("The settlor") in the
presence of:)

)
_____))

Signature of Witness)

)
_____))

Name of Witness - please print)

SIGNED SEALED AND DELIVERED by)
Manoj kadapa kadapa suburb
andhrapradesh 123456 in the presence of:)

)
_____))

Signature of Witness)

)
_____))

Name of Witness - please print

STATUTORY DECLARATION

I, Manoj of kadapa kadapa suburb andhrapradesh 123456 in New South Wales do solemnly and sincerely declare as follows:

1. I am the Trustee referred to in Trust Deed of Settlement lodged for stamping herewith.
2. The actual assets of the trust as at the date of the Trust Deed of Settlement was only the settled sum of \$10.00 described in the Deed.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 of New South Wales.

Subscribed and declared)
at on 20)
before me:) _____

Justice of the Peace/Solicitor

**Please cross out any text that does not apply*

I a Justice of the Peace/Solicitor, certify the following matters concerning the making of this statutory declaration by the person who made it:

1. *I saw the face of the person *or* *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.
2. *I have known the person for at least 12 months *or* *I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was [*describe identification document relied on*].

Justice of the Peace/Solicitor

Date: