



# DEED OF VARIATION

## GC Legal

Suite 2, Lvl 9, 122 Arthur Street North Sydney  
P 02 9929 4043

[www.guptaco.com.au](http://www.guptaco.com.au)

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The parties to this deed agree to the terms and conditions set out in the deed.

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# **Deed of Variation of SMSF Deed**

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**Trust Name**

**Trustees**

Registered Office:

**Members & Other Parties**

## Deed of variation of Superannuation Trust Deed for the Sample Superannuation Fund.

**Between**

**and**

### **Background**

- 1 Self-Managed Superannuation Fund know as \_\_\_\_\_ (**“the fund”**) was established by a deed on \_\_\_\_\_  
**and as amended from time to time by amending deed(s) executed on the** \_\_\_\_\_  
The original deed and any amending deed(s) will be referred to hereinafter as (**“the current deed”**).
- 2 This deed, once executed, will supplement the fund’s current deed.
- 3 Clause \_\_\_\_\_ of the fund’s current deed provides that the trustee may by deed vary the provisions of the fund’s current deed subject to any limitations contained in the fund’s current deed and superannuation laws.
- 4 This deed is being executed due to changes in the superannuation laws and tax laws.
- 5 The parties wish to vary the fund’s current deed by deleting all of its provisions and replacing them with provisions contained in Schedule A to this deed.
- 6 The parties to this deed agree that superannuation laws will take precedence over terms of this deed and any provisions in the current deed that cannot be legally deleted will continue.

### **This Deed witnesses**

#### **Variation of fund’s current deed**

- 1 The fund’s current deed is varied by this deed, with effect from the execution date, by deleting all provisions of the fund’s current deed, including any schedules or appendices, and replacing them with the provisions contained in Schedules A to this deed.
- 2 If any clause of the fund’s current deed cannot be amended or replaced then clause 1 does not operate in relation to that clause, and that clause is retained to the extent required by the current deed or superannuation laws (**“the retained clauses”**). The current clauses must be read together

with the provisions contained in Schedule A to this deed and in the event of any inconsistency between the clauses, the retained clauses prevail, to the extent of the inconsistency.

- 3 The parties consent to the variation of the fund's current deed by this deed, and parties that are corporations have passed a resolution to this effect.

### **Compliance with current deed, superannuation laws and tax laws**

- 4 The parties are satisfied that the requirements of the fund's current deed have been complied with in this deed including compliance with clause                      of the fund's current deed.
- 5 The parties do not consider that this deed has either of the following effects:
- Lessen or adversely affect the rights of any accrued member entitlements that arose before the execution date;
  - Diminish the amount of any other entitlement that is or may become payable in relation to a time before the execution date.
- 6 The parties are satisfied that the requirements of the superannuation laws and tax laws have been complied with.

### **Continued operation**

- 7 The current deed remains effective and unaltered, except as varied by this deed. The trustee declares that as from the execution date, it will stand possessed of the assets of the fund and income of the fund upon the trusts and with and subject to powers and provisions contained in the fund's current deed as varied by this deed.
- 8 This deed does not vary or otherwise affect the terms of any binding nomination, notice or agreement relating to a member's death benefits, nor the terms of any member's pension or pension payment agreements.
- 9 No break or discontinuity shall have occurred in the fund by reason of the execution of this deed and the amendment shall not operate as a resettlement or re-establishment of the fund. If any clause or words in this deed result in the establishment or resettlement of the fund, then those clauses or words shall be read down and severed to the extent that such a resettlement will not arise.

## Execution

Executed as a deed.

Dated :

Signed for and on behalf of

As director of trustee company  
under Section 127 of Corporations Act

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in the presence of:

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Signature of witness

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Witnesses' name and title (please print)

Signed for and on behalf of

As director of trustee company  
under Section 127 of Corporations Act

---

in the presence of:

---

Signature of witness

---

Witnesses' name and title (please print)

Signed by :  
As Member of the Fund

---

in the presence of:

---

Signature of witness

---

Witnesses' name and title (please print)

Signed by :  
As Member of the Fund

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in the presence of:

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Signature of witness

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As director of trustee company  
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in the presence of:

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Signature of witness

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Witnesses' name and title (please print)

Signed by :  
As Member of the Fund

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in the presence of:

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Signature of witness

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Witnesses' name and title (please print)

Signed by :  
As Member of the Fund

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in the presence of:

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Signature of witness

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Witnesses' name and title (please print)

