This Deed of Declaration of Trust (Re-affirmation of Trust) made and executed at Harihar on this Seventeenth day of March One Thousand Nine Hundred Eightynine (17th March, 1989) by and between :

1. Dr. C.A.Phalnikar, aged 62 years, Son of Late Ananth Phalnikar residing at Navalur, District Dharwar - 580 009.
2. Sri S.V.Deshmukh, aged 53 years, Son of Viswanath Deshmukh residing at J-52, M.K.Colony, Harihar - 577 602.
3. Sri A.S.Keshavamurthy, aged 57 years, Son of Late A.N.Subba Rao residing at J-53, M.K.Colony, Harihar- 577 602.
4. Dr. Dinesh Rao, aged 44 years, Son of Late Ramachandra Rao residing at P.B.Road, Harihar - 577 601.
5. Sri Vikram S.Kirloskar, aged 30 years, Son of Late Shreekant Kirloskar, residing at J-89, M.K.Colony, Harihar - 577 602.

hereinafter referred to as the TRUSTEES which term shall mean and include their successors in office.

REGISTRAR
MKET's LK Schools HARIHAR.

PRINCIPAL
MKET's LK English Medium School
(Affiliation to CBSE, New Delhi)
HALE HARIHARPURA,
Guttur Post, HARIHARA-577601
Davangere Dt. Karnataka.

h 411 The Mysore Rajasthan Education Trust
50.-
Haribar 2 Mercs 90,000 Rs only

Presented at 11 a.m. on 20-3-89
in the Office of the Sub Registrar.
Haribar with fee paid as follows

	Rs.	P.
1 Registration	3564	00
2 Copying		
Endorsement		
Miscellaneous	38	
Mutation		
Total	3564	00

by Sri C.A. Bhalkikar

C A Bhalkikar

Registered as No 2129 of the year 88-89
at page 1 of Volume 174 of Book No 1

Sub Registrar

Date: 20-3-89

EXECUTION ADMITTED BY

C A Bhalkikar

Ramaswamy

S.P.A. Holder of Sri Vikram Sikri Nilkan
of Yashas S.P.A. No 1/89 dt. 17-3-89 authenticated
in Book 4 at Haribar on 17-3-89

20/3/1989

40 Rs.

WITNESSETH AS FOLLOWS :

Whereas The Mysore Kirloskar Ltd., Harihar, a Company registered under the Indian Companies Act, 1956, having its Registered Office at Harihar, Chitradurga District, Karnataka State hereinafter referred to as the SETTLOR, founded a Charitable Trust always known as THE MYSORE KIRLOSKAR EDUCATION TRUST, hereinafter known as the TRUST, as evidenced by a Deed of Trust dated 15th August 1958 (Fifteenth August Nineteen Fifty Eight) hereinafter referred to as the ORIGINAL TRUST DEED,

AND WHEREAS the TRUST was founded with the object of furthering and promoting educational activities and cause of education within the State of Karnataka and particularly within Chitradurga District.

AND WHEREAS the corpus of the TRUST when it was founded consisted of a fund of Rs. 5,000 (Rupees Five Thousand only).

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PRINCIPAL
MRET's LK English Medium School
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HALE HARIHARPURA.
Gutter Post, HARIHARA-577601.

AND WHEREAS the TRUST during its existence has acquired various moveable and immoveable properties which are detailed in Schedule 'A' to this Deed;

AND WHEREAS the present TRUSTEES have entered and accepted the TRUST on various dates (15th August 1958, 1st July 1962, 1st July 1972, 24th March 1982, 20th June 1985, 28th February 1986, 14th April 1986, 1st July 1987 and 4th July 1988) having been duly inducted as Trustees by the previous Trustees who were themselves successors to the Founder Trustees, in accordance with the terms of the Original Trust Deed dated 15th August 1958.

AND WHEREAS the activities of the TRUST are being carried on with the following Objects as originally stipulated :

(i) To acquire by purchase, lease or otherwise any lands, buildings, tenements or hereditaments situate in Harihar which the Trustees may consider suitable Provided that in the case of leaseholds being purchased, the same shall be for an unexpired period of not less than 99 years.

(ii) To build, construct, erect, maintain, manage, repair, pull down, rebuild/improve alter or extend any buildings, constructions or structures and to furnish or equip the same and to provide the same with light, drainage and all other necessaries.

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(Affiliation to C.B.S.E., New Delhi)
HALE HARIHARPURA,
Guttur Post, HARIHARA-577601.
Davangere Dt. Karnataka.

(iii) To provide, endow, furnish and fit out with all necessary furniture, instruments, apparatuses and other equipment and maintain and manage places, buildings, structures and constructions for places of instruction including Schools, Colleges or Academies.

(iv) To provide lay out and maintain and manage play-grounds, recreation grounds, gymkhana, places of recreation, library, museum, theatre, stadium. swimming pools, sports grounds, parks, gardens or any other amenities calculated to help the promotion and encouragement of education in its widest sense or usually provided or which may usefully be provided for places or instruction including Schools, Colleges and Academies.

(v) To institute and provide scholarships, studentships and freeships.

(vi) To co-operate with other educational institutions or bodies.

(vii) To enter into any agreements, arrangements or schemes with any other educational institutions, bodies, authorities, agencies or with any Government, Municipality or any other local or public body or authority for the establishment, conduct, maintenance or management of any places

C. P. Bhalerao

PRINCIPAL

REGISTRAR

(Affiliation No. [illegible] School, Delhi)

HALE HARIHARA-577601.
Cuttur Post, Karnataka.

of instruction including Schools, Colleges, Academies or for any other purpose whatsoever on such terms and conditions as the Trustees may think fit.

(viii) To borrow or raise money for any of the purposes upon the security of any of the property subject to or comprised in these presents or belonging to the Trusts hereby constituted and to grant mortgages, pledges or charges for securing the same.

(ix) To employ Engineers, Contractors, Architects, Teachers, Professors, Instructors, Lawyers, Brokers, Bankers, Experts, Agents and servants professional or other persons on such terms and conditions as the Trustees may think fit.

(x) And Generally to do or cause to be done all such other things as may be necessary or expedient usual or proper and by such other means and ways as may be conducive to the attainment of all or any of the said objects and purposes of the Trusts hereby constituted.

AND WHEREAS the TRUST is being administered in accordance with the following Rules and Regulations as set out in the Original Trust Deed viz -

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REGISTRAR

Sheet of document No. 6 of Book

(5) The Trustees shall have an absolute and uncontrolled discretion as to the nature and character and the mode and time of carrying out the objects and purposes of the Trusts hereby constituted and for the objects and purposes herein-before mentioned or any of them, the Trustees shall have full power to enter into such contracts and to employ such professional or other persons and to do all such acts and things (including insurance of property) incidental to or connected with the objects and purposes aforesaid as the Trustees may think necessary or desirable.

(6) The Trustees may conduct any schools, colleges or places of instruction or educational institutions in pursuance of these presents either by themselves or through any other educational institutions, bodies, academies, agencies or by or through any Government, Municipality or any other local or public body or authority.

(7) The Trustees may at any time invite or receive or without such invitation receive any voluntary contributions from any person or persons whatsoever by way of donation, annual or other subscription, legacy or otherwise for the support or otherwise for the benefit of the Trusts hereby

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Gumti Post, HARIHARA-577601.
Davangere Dt., Karnataka

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KMET's LK Schools HARIHAR

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constituted and upon such terms and conditions as they may think fit AND the Trustees are hereby expressly empowered also to accept gifts of any immoveable property upon such terms and conditions as they may think fit and such immoveable properties shall form part of the Trust Funds and be held upon the like Trusts.

(8) The administration of the Trusts hereby constituted and the entire control, regulation, management and application of the Trusts Funds and of all other, if any, properties for the time being subject to the Trusts of these presents whether capital or income, shall be in the uncontrolled discretion of the Trustees.

(9) The Trustees may at any time and from time to time make such arrangements, draw up such scheme or schemes and make, rescind and alter such bye-laws and regulations (not being inconsistent with this deed) as they in their uncontrolled discretion may think fit for the administration of the Trusts of these presents and the management of the Trusts Funds or any part thereof, and otherwise as the Trustees shall think necessary for the purposes of these presents or in connection with the execution of the Trusts or powers herein contained.

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HALE[illegible]
Guttur Post, [illegible]577601.
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MKET's I.K. Schools HARIHAR

(10) The Trustees may from time to time appoint or employ Secretary, Accountant and such other officers and employees as they shall from time to time think fit with full power to fix and pay the remuneration or wages of such respective Secretary, Accountant, officers and employees.

(11) The Trustees shall be entitled to reimburse themselves and pay and discharge out of the Trusts Funds all expenses incurred in or about the execution of the Trusts or powers imposed or conferred upon them by virtue of or under this Deed and to be fully and completely indemnified out of the Trusts Funds against all liabilities or whatever nature incurred by them thereunder.

(12) The Trustees may and hereby expressly empowered at any time at their uncontrolled discretion :

(a) To let any lands, buildings or hereditaments for the time being subject to the Trusts hereby constituted, or any part thereof respectively for such terms of years or shorter term, at such rent subject to such covenants, conditions, stipulations or provisions as the Trustees shall determine.

(b) Mortgage or charge, the lands hereditaments or premises comprised in or forming part of

REGISTRAR

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MKET's LK Engl... edium School,
(Affiliation ... ... Delhi)
HALE ...PURA,
...PURA-577601.

the Trusts of these presents or any part thereof respectively to secure repayment of any sum or sums of money which the Trustees may (as they are hereby authorised to do) borrow on the security of the premises and with or subject to such power of sale and other provisions as the Trustees shall think fit.

(13) The Trustees may and are hereby expressly empowered at any time at their uncontrolled discretion to sell or otherwise dispose of any land hereditaments and premises or any other properties comprised in or subject to the to the Trusts of these presents either by public auction or private contract and subject to such stipulations conditions and provisions as to title or otherwise (including such as they might make or impose if they were absolute owners and not Trustees of any such land hereditaments and premises or properties) as the Trustees shall in their absolute discretion determine.

(14) The Trustees shall hold the proceeds of sale or sales as aforesaid after payment thereout of the expenses incidental thereto upon Trust to apply the same as capital or as income for or in or towards all or any of the Trusts, objects and

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Davangere Dt., Karnataka.

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LK Schools HARIHAR.

purposes of these presents and in such manner and upon such terms and conditions as the Trustees shall in their absolute discretion think fit with power to settle any scheme or schemes and to vary or alter the same from time to time.

(15) Upon any sale by the Trustees under the power of sale aforesaid the purchaser or purchasers dealing bonafide with the Trustees shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to appointment and retirement of Trustees hereinbefore, contained have been properly and regularly observed and performed nor shall the purchaser or purchasers be concerned to see to the application of the purchase money.

(16) The Trustees shall apply all or any such sum or sums of money as they shall receive from or in respect of their exercise of any of the powers by clauses 7 & 12 of this Deed conferred upon them or otherwise undser or by virtue of this Deed as they in their uncontrolled discretion shall determine for all or any of the Trusts, objects and purposes of this Deed.

(17) Any moneys (whether consisting of proceeds of sale or sales or income of the Trust Fund or any

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REGISTRAR
...s LR Schools HARIHAR

part thereof or any moneys given or received by the Trustees upon the Trusts of this Deed) at any time in the hands of the Trustees and not immediately required for any of the Trusts, objects and purposes aforesaid may be invested at the discretion of the Trustees in any investments permitted by law for the investments of Trusts funds with power to the Trustees at discretion to vary any investments for others of any nature hereby authorised.

(18) The Trustees may meet for the despatch of business, adjourn and otherwise regulate their meetings as they may think fit and two Trustees shall be a quorum. A Trustee may summon a meeting at any time. Notice of every meeting of the Trustees, stating the general nature of the business to be transacted at such meeting shall be given in such manner as the Trustees shall decide and in default of or until such decision, atleast two clear days before such meeting, unless urgent circumstances require shorter notice, but the proceedings for any meeting shall not be invalidated by any irregularity in respect of such notices.

(19) The minutes of every meeting of the Trustees shall be read at the next meeting thereof and

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REGISTRAR

shall be confirmed either with or without amendment.

(20) A majority of the Trustees present at any meeting of the Trustees at which a quorum is prsent may exercise all powers and do all acts and things which the Trustees are by these presents authorised and empowered to exercise or do.

(21) The receipt of the Trustees for the purchase moneys of any property sold or for other moneys paid to or received by them or for any stocks, shares funds, securities or properties transferred to them by virtue of these presents or in the execution of any of the Trusts or powers hereof shall effectually discharge the person or persons paying or transferring the same therefrom and from being bound to see to the application or being answerable for the loss or application thereof.

(22) If any Trustee for the time being of these presents shall become bankrupt or insolvent under any law for the time being in force in India, he shall thenceforth ipso facto cease to be a Trustee.

(23) If and so often as any of the Trustees hereby appointed or any future Trustee or Trustees of

PRINCIPAL
Medium School,
New Delhi)
PURA.
HARIHARA-577601.

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these presents shall die or leave India for residing abroad for a period exceeding one year or be adjudged an insolvent or be adjudged or become insane or desire to retire or be discharged from the Trusts of these presents or refuse or become unfit or permanently incapable to act in the Trusts of these presents, then and in every such case, it shall be lawful for the Settlor until its dissolution and after its dissolution for the surviving or continuing Trustee or Trustees for the time being of these presents or the legal representative of the last surviving or continuing Trustee to appoint any other person or persons to be a Trustee or Trustees in the place of the Trustee or Trustees so dying or leaving India or adjudged an Insolvent or adjudged or becoming insane or desiring to retire or to be discharged or refusing or becoming unfit or incapable to act as aforesaid with liberty upon any such appointment to alter the number of Trustees but so that it shall not exceed five or be reduced below two and upon every such appointment, the Trust Funds (if and so as the natures of the property and other circumstances shall require or admit) be transferred so that the same be respectively vested in the Trustees or Trustee for the time

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Medium School,
New Delhi)
HARIHARA-577601.
Karnataka

being and every Trustee so appointed as aforesaid may as well before as after such transfer of the Trust Funds, act or assist in the execution of the Trusts and powers of these presents, as fully and effectually as if he had been hereby constituted a Trustee.

(24) The Trustees for the time being of these presents shall be respectively charged and be chargeable only for such moneys and securities as they shall respectively actually receive notwithstanding their respectively signing jointly any receipt or receipts for the sake of conformity and they shall respectively be answerable and responsible only for their own respective wilful acts, defaults or dishonesty and for not for those of each other nor for those of any banker, broker,auctioneer, agent or other person with whom or into whose hands any Trust moneys, securities or properties shall or may be deposited or come in the ordinary course or for the insufficiency in title or deficiency in value of any investments nor for any other loss unless the same shall happen through their own wilful act or default or dis-honesty respectively, and also they, the Trustees may reimburse themselves or pay and discharge out of the Trust Funds, all costs, charges and expenses incurred in or about

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Guttur Post, HARIHARA-57760...
...Karnataka

REGISTRAR

the execution of the Trusts and powers of these presents.

(25) In case the Trustees shall not be unanimous upon any matter arising out of or about the Trusts of these presents, the decision of the majority shall bind the dissenting minority and the acts of the majority in the execution of the Trusts and powers hereby reposed in and given to the Trustees shall be as valid as if they acted in such matter unanimously.

AND WHEREAS the Trustees have acquired various property since 1959, such as a site from Harihar Municipality and constructed a School building in 1959 and also acquired a Play Ground in 1971 to 1982 at the cost of Rs.88,696 and put up a School building and a Gallery and also acquired a site at Rajaram Nagar in 1983 at the cost of Rs. 35,261. The total cost of all the buildings as on 31st March 1988 is Rs.11,51,491 and total cost of land and buildings is Rs.12,76,555, the details of which are annexed as Schedule I hereunder.

AND WHEREAS the TRUSTEES are desirous of affirming the TRUST and their position as Trustees and are further desirous of incorporating certain additional Rules and Regulations for the administration of the TRUST, as unanimously resolved by them at their meeting held on 17th December 1988.

PRINCIPAL

REGISTRAR

Number of document 98 of Book 1

NOW THIS DEED FURTHER WITNESSETH AS FOLLOWS :

1. The TRUST shall continue to be known as THE MYSORE KIRLOSKAR EDUCATION TRUST with the same objectives and rules and regulations as setout in the preamble hereto.

2. The following rules and regulations shall be added to the existing rules and regulations :

RULE 26: TO MAKE INVESTMENTS

The Trustees shall have power to make investments of the Trust Fund and requiring investments shall be invested in the securities specified for investments under the provisions of Section 13(1)(d) read with Section 11(5) or such other relevant sections of Income-tax Act, 1961.

RULE 27: ACCOUNTS

The Trustees shall maintain proper books of accounts wherein all the transactions are recorded regularly, properly and correctly. Such books of accounts shall be forwarded to the Auditors who is competent to audit the accounts under the Companies Act,1956 for verification and certification. Such accounts once audited shall be binding on all the Trustees.

C. R. Bhalkikar

PRINCIPAL

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KLE's LK Schools HARIHAR

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RULE 28: AMENDMENT CLAUSE

It is hereby expressly agreed and declared that the Trustees shall have the power by an unanimous resolution in that behalf to modify, enlarge or abridge any of the objects and purposes of these presents or any other power or provisions of these presents without however, affecting in any way the general object and purpose of the Trust for utilising the Trust Funds and the income of the Trust Funds for the Public Charitable purposes only for the benefit of all without distinction of the caste, creed and religion and to the intent that the Trust Funds and the income thereof shall be at all times hereafter be utilised for such charitable purposes only and not otherwise and on the Trustees resolving to terminate any particular object or purpose or any particular power or provision as aforesaid the same shall thereafter cease to be applicable but without prejudice to the rights of the Trustees by similar unanimous resolution to restore any such objects or purpose power or provision either in the original formor with such modification thereto as the Trustees may consistently with provisions of this clause determine.

C. A. Akalwadi

PRINCIPAL

REGISTRAR
MKET's LK Schools KARIMAB.

However, no amendment to this Trust Deed shall be made which may prove to be repugnant to the provisions of Section 2 (15, 11, 12 and 13) and 80G and other applicable provisions of Income-tax Act, 1961. Further no amendment shall be carried out without the prior approval of the Commissioner of Income-tax.

RULE 29: BENEFICIARIES OF TRUST

The benefit of this Trust shall be available to all persons irrespective of caste, creed or religion.

RULE 30: DURATION OF TRUST

It is hereby declard that the Trust is and shall be and remain irrevocable for all times.

RULE 31: DISTRIBUTION OF ASSETS

In the event of dissolution or winding up of the Trust, the assets and moneys after meeting all the liabilities as on the date of such dissolution or winding up of the Trust, shall not be distributed amongst the Trustees or their relatives but shall be handed over to another Charitable Institution(s) having similar objectives as that of this Trust and which enjoys recognition under Secton 80G of the Income-tax act, 1961.

PRINCIPAL

MKET's LK ... School,
(Affiliation ...
... HALE ...
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Davangere Dt. Karnataka.

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Book 4, Volume No. 209, Page No. 19 of Book 4, 19

IN WITNESS WHEREOF the Trustees 1 to 5 have set their hands to this Deed on the day month and year first above written in the presence of witnesses.

Witnesses:

1. M C Ramakrishna
M.C RAMAKRISHNA.
32/A 8th MAIN
RMV Extension
Bangalore 560 080

2. V Manjunatha Rao
V. Manjunatha Rao
Chief Branch Manager
P.O. Guttur
Harihar.
577601

1. (Vikram S Kindlekar)

2. C A Phalnikar
(C.A. Phalnikar)

3. S V Deshmukh.

4. Keshavamurthy
(A.S.Keshavamurthy)

5.

REGISTRAR
AKET's LK Schools HARIHAR

PRINCIPAL
AKET's LK English Medium School,
(Affiliation to C... Delhi)
HALE [illegible]PURA.
Guttur Post, HARIHARA-577601.
Davangere Dt. Karnataka.

S C H E D U L E

Description of the property		Value Rs
1. School building built on land admeasuring 250' x 100' situated in J. Division of Harihar Town, Harihar Taluk. The site Registered as No.206/61-62 of Book I, Vol. 338, Pages 233-234 dated 11.5.1961.	..	2,39,440
2. School building and Gallery built on land admeasuring 10 acres situated in S.Nos. 32, 33/1, 33/2, 35 and 36 of Harlapur Village, Harihar Taluk. The land Registered as No.977/70-71, Book I, Vol.38, Pages 4 to 7 dated 17.8.1970.	..	10,01,854
3. Vacant alienated land admeasuring 100' x 120' situated in Site No. 135 to 146 In R.S.No.18/2B of Mahjenahalli, Harihar Taluk. The land Registered as No.1013/82-83, Book I, Vol. 571, Pages 162-165, dated 29.10.1982.	..	35,261
	Total ..	12,76,555

C. N. Bhalekar

Bathavamma

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Davangere Dt. Karnataka.