

Form No. INC-13

MEMORANDUM OF ASSOCIATION
[UNDER SECTION 8 & RULE 19(2) OF THE COMPANIES (INCORPORATION) RULES,
2014 OF THE COMPANIES ACT, 2013]

1. The name of the Company “CHARLES WALTERS COUNCIL FOR INNOVATION AND RESEARCH”
2. The registered office of the Company will be situated in the state of Uttar Pradesh, within the Jurisdiction of Registrar of Companies, Uttar Pradesh.
3. (I) The objects for which the Company is established are:

To promote and support Research & Innovation through human resource development including Science & technology, Academics, Literature etc. and the provision of the necessary research facilities in order to facilitate the creation of knowledge, innovation and development in all fields of Trade, Technology, Commerce, Education, Social Science, Health, Economic, Industry and Agriculture and, including indigenous knowledge, and thereby contribute to the improvement of the quality of life of all Indian including but not limited to provide platform for capacity building of individual and organization from world recognized institution or Body through various programme, Course and diploma, human resource development for scholars who are interested in sharing their original views, knowledge, and research findings with an international audience, publishing academic journals & proceedings, Original and peer-reviewed research papers from all over the world and to do all incidental acts and things necessary for the attainment of the above objects.

(II) The doing of all other things as considered necessary for the furtherance of the above objects:

- i. To conduct training programmes, classes, seminars, webinars, talks and lectures, relating to the objective of the Foundation.
- ii. To provide grants, fellowships, scholarships, awards to groups and individuals for education and innovative and effective ideas in consonance with the objective of the Foundation.
- iii. To develop, support various forms of audio, video, film and print material, animations for promoting the objects of the Foundation.
- iv. To receive, accept, subscribe, transfer, channelize grants, donations, contributions from/to other charitable, educational, medical and/or cultural institutions.
- v. To provide free legal advice to the underprivileged and destitute section of the society

- vi. To accept assignments in the nature of research, consultancy, study or exploration from other individuals, Corporations, Governments Agencies, Statutory bodies etc. established in India or abroad relating to the products of grassroots producers / their organizations, their standard of living, as well as the marketing infrastructure for their products.
- vii. To investigate into and improve various processes of production with a view to secure greater efficiency, rationalization reduction of costs, reduction of wastage, increase in productivity and product quality and yield and to take such measures as to propagate them.
- viii. To insure against losses, damages, risks and liabilities of all kinds, which may affect the members and / or their organization company and also to obtain such insurance in respect of the commercial transactions of grassroots producers / their organizations related to the objects of the company.
- ix. To secure better and adequate transport and other facilities from railways, airways, land or waterways and port authorities and such other Government institutions as may be required for fulfillment of the objects of the company.
- x. To procure for better tax facilities / tax exemptions, benefit of tax credits or such other benefits as announced by the Government from time to time, in respect of the production / export of products produced by grassroots producers/their organizations and / or to import for the activities of the company.
- xi. To open account or accounts with any schedule bank or banks in India and outside India and to pay into and withdraw money from such account or accounts as well as to draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of landing, warrants, debentures and other negotiable and transferable instruments as well as to borrow money from Bank, financial Institutions or from any other persons for the purpose of the business of the company subject to the provisions of the Companies Act, 2013.
- xii. To enter into any arrangements with any Government Authority, Municipal, Local or otherwise that may seem beneficial to any of the Company's object and to apply for, promote and obtain any Act of Parliament, privilege, concession, licence or authorization of the Government or any other authority local or otherwise for enabling the company to carry on any of its objects into effect or for extending any of the powers of the Company and to carry out, exercise and comply with any such Act, privilege, concession, license or authorization and to collaborate / associate or co-ordinate with other organizations for the achievement of the objects of the company.
- xiii. To establish offices or branches or appoint personnel and / or to form companies / trust or any other organization in or outside India and to procure recognition of the company or its offices or branches in or under the laws of any place outside India in order to carry out the above-mentioned objects of the company.

- xiv. To create any depreciation fund, reserve fund, sinking fund, insurance fund, capital redemption fund, including a Security fund or for repairing, improving, extending or maintaining any of the property of the company or for any other purpose whatsoever conducive to the interest of the company.
- xv. To pay all expenses, preliminary or incidental to the formation of the company and its registration either in cash or through cheque.
- xvi. To provide ready means for arbitration for settlement of disputes and to act as arbitrator in any dispute, between a member and a purchaser of the products produced by grassroots producers / their organizations when both the parties are willing for such and arbitration.
- xvii. To adopt such means of making known the product, business and interest of the Company as it may deem expedient and in particular by advertising in the press, radio, television and cinema, by circulars, by purchase construction and exhibitions of work of art or general interest, by publication of books and by granting prizes, rewards and donations subjects to the provisions of law.
- xviii. To subscribe in or donate to or guarantee money for national philanthropic, benevolent, public, general or useful object, fund or organization, association or institution or for any exhibition or for any purpose which may be likely directly or indirectly to further the object of the Company or the interest of its members subject to the provisions of the Companies Act, 2013.
- xix. To lease, let out hire, mortgage or otherwise dispose off the property or assets of the company or any part thereof for such consideration, as the company may think fit.
- xx. To approve any contract entered into by the promoters of a company before its incorporation for the purposes of the company, and such contract is warranted by the terms of the incorporation provided that the company has accepted the contract and has communicated such acceptance to the other party to the contract.

Provided that the company shall not support with its funds or endeavor to impose on, or procure to be observed by, its member or others, any regulations or restrictions which, if an object of the company would make it a trade union.

- 4. The objects of the Company are extended to the whole of India and Abroad.
- 5. (i) The profits if any, or other income and property of the Company, whensoever derived, shall be applied, solely for the promotions of its objects as set forth in this Memorandum.

(ii) No portion of profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the Company or to any one or more of them or to any persons claiming through any one or more of them.

(iii) Except with the previous approval of Central Government, no remuneration or other benefit in money or money's worth shall be given by the Company to any of its members, whether officers or servants of the Company or not, except payment of out-of-pocket expenses, reasonable and proper rent on premises let to the Company



(iv) Nothing in this clause shall prevent the payment by the Company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the Company;

(v) Nothing in this clauses (iii) and (iv) shall prevent by the Company in good faith of prudent remuneration to any of its officers or servants in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the Company;

6. No alteration shall be made to its memorandum of association or to the articles of association of the Company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar of Companies, Uttar Pradesh.
7. The Liability of the Members is limited
8. The share capital of the Company will consist of Rs. 1,00,000 divided into 10000 equity shares of 10/- rupees each.
9. (i) True accounts shall be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of property, credits and liabilities of the Company; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force , the accounts shall be open to the inspection of members.

(ii) Once atleast in every year, the accounts of the Company shall be examined and the correctness of the balance sheet and the income and expenditure account ascertained by one or more properly qualified auditor or auditors.
10. If upon a winding up or dissolution of the Company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the Company but shall be given or transferred to such other company having objects of this company, subject to such conditions as the Tribunal may impose, or may sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund Formed under Section 269 of the Act.
11. The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.

12. We, the several persons whose names, addresses, descriptions and occupations are hereunto subscribed are desirous of being formed into a private limited company not for profit, in pursuance of this Memorandum of Association:

SL. No.	Names, Addresses, Descriptions of the Subscribers	Number of Equity Shares Taken by Subscribers	Place & Signatures of the Subscribers	Name, Address, Occupation of the Witness to the Signature
1.	<p>Mr. Abhishek Pandey</p> <p>Address: Little Star Academy, Indera Nagar, Biladpur, Gorakhpur, Uttar Pradesh – 273001,</p> <p>Occupation: Business.</p>	9900	 <p><i>Abhishek Pandey</i></p> <p>Signature: Place: Gorakhpur</p>	<p>Witness to All</p> <p><i>Samee</i></p> <p>Name: Abdul Samee Address: Mumbai Occupation: Professional</p>
2.	<p>Mr. Nishant Mehta</p> <p>Address: A-2403, 24th Floor, Lodha Estrella, Plot-8 PT, T-7 Salt Pan Road, Antop Hill, New cufie Parade, Mumbai –400037.</p> <p>Occupation: Professional.</p>	100	 <p><i>Nishant</i></p> <p>Signature: Place: Mumbai</p>	<p>I WITNESS TO SUBSCRIBER(S) AND SIGNED IN MY PRESENCE ON FURTHER, I HAVE VERIFIED HIS DETAILS FOR HIS IDENTIFICATION AND SATISFIED MYSELF FOR HIS IDENTIFICATION AS FILLED IN</p>
TOTAL		10000		

Dated the **Friday** of **July 2nd**, 2021.