

FORM NO. INC -13
THE COMPANIES ACT, 2013
[COMPANY LIMITED BY GUARANTEE & NOT FOR PROFIT]
UNDER SECTION 8 OF COMPANIES ACT, 2013
MEMORANDUM OF ASSOCIATION
OF
GUNJI DEVI FOUNDATION

1. The name of the company is **“GUNJI DEVI FOUNDATION”**.
2. The Registered office of the company will be situated in the State of **UTTAR PRADESH**
3. **(a) The main objects to be pursued by the company on its incorporation are:**

1. The main objective is to promote commerce, education, research, development in all sectors, art, science, sports, social welfare, protection of human rights, protection of the environment, provide education to needy peoples, backward class people or others, promoting the social and economic welfare of or the uplift of the public in any rural area and to incur any experience on any programme or rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner or any other such objective provided the profits, if any, or other income is applied for promoting the objectives of the company.

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



Provided that the company shall not support with its funds, or endeavour to impose on, or procure to be observed by its members or others, any regulation or restriction which, as an object of the company would make it a trade union.

1. No objects of the company shall be carried out without permission of competent authorities whatsoever and no objects of the company shall be carried out on commercial basis
2. To uplift the poor and downtrodden. All the activities of the company shall be carried out as charity

3. All the activities of the company shall be carried out as charity irrespective of caste, religion and sex. No objects of the Company shall be carried out on commercial basis
 4. No objects of the Company shall be carried for without prior approval of the competent Authorities
 5. To provide the profits, if any or other income is applied for promoting only the objects of the company and no dividend is paid to its members.
4. The objects of the company extend to the whole of India.
5. (i) The profits, if any, or other income and property of the company, whensoever derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum.
- (ii) No portion of the 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) 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 members of the company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or 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 actually rendered to the company.
- (v) Nothing in clauses (iii) and (iv) shall prevent the payment by the company in good faith of prudence remuneration to any of its members 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 this 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 Ghaziabad.
7. The Company formed is Irrevocable
8. The liability of the members is limited

9. Each member, undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year afterwards, for payment of the debts or liabilities of the company contracted before he ceases to be a member and of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributories among themselves such amount as may be required not exceeding a sum of Rs.10,000/- (Rupees Ten Thousand Only)
10. 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 the 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 the members.
Once at least 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.
11. 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 similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under Section 269 of the Act.
12. The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.

6th. We, the several persons whose names, address, descriptions and occupations are here unto subscribed are desirous of being formed into a company limited by guarantee & not for profit in pursuance of this Memorandum of Association.

S.No	Name, Address, Description, PAN and Occupation of the Subscribers	Signature of the Subscriber	Signature, Name, Address, Description, PAN and Occupation of the Witness
	<p>AMARESH JHA S/o Mr. SITARAM JHA 'SHYAM' H.No. 433 Sec3 First Floor, Vasundhara Ghaziabad, Nr. SN Public School, UHAR Pradesh - 201012 PAN-AGXPJ0904F Occupation: Business</p>	<p>Amresh Jha</p>	<p>I J HEDVA KUMAR S/o. JAYARAMAN Witness to subscribers who have subscribed and signed in my presence on 26/02/2021, Chennai to be given further I have verified their identity details (ID) for their identification and satisfied myself of their identification particulars as filled in. PAN: ADGPH8502D Enrollment No: MS 3452/2012 Occupation: Advocate Address: NO.6, Dhanammal Street, Sputank road, Chetpet Chennai - 600013 Tamilnadu SIGN:- J. Hedva Kumar 26/02/2021</p>
	<p>AWADHESH JHA S/o. Mr. SITARAM JHA 'SHYAM' Plot No-167, 2ND Floor Abhay Khand I, Indirapuram, Ghaziabad, Uttar Pradesh-201014 PAN-AEDPJ052967 Occupation - Business</p>	<p>Awadhesh Jha</p>	<p>(Continued from above)</p>

Place: Ghaziabad

Date: 26.02.2021