## (THE COMPANIES ACT, 2013)

### (COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL)

# A COMPANY NOT FOR PROFIT UNDER SECTION 8 OF THE COMPANIES ACT, 2013 INC-13

[Pursuant to rule 19(2) the Companies (Incorporation) Rules, 2014]

## MEMORANDUM OF ASSOCIATION

OF

#### PAL CHARITY INDIA FOUNDATION

- 1. The name of the company is "PAL CHARITY INDIA FOUNDATION".
- 2. The registered office of the company will be situated in the State of Orissa.
- **3.** The objects for which the company is established are:
- (A) To promote the social welfare activities by providing education to the needy people for their development. To contribute the improvement of poor people by providing various services such as charity, healthcare, education especially girl education, health education and other related facilities. To contribute to improvements in the well being of women, children and whole society at large, as well as to the reduction of vulnerabilities to situations and actions that lead to discrimination, neglect, abuse, exploitation of women and children of the society. To remove educational backwardness, and create awareness about the national ideals of Justice, Liberty, Equality and formulate, implement educational schemes and plan for the benefits of the educationally backward minorities and weaker section of the society to conduct seminar, programmers and strategies for the protection, education, healthcare, rehabilitation, religion, charity and social welfare by promoting/strengthening continuum of above services for the promotion of human rights and providing education to children, women and all needy people for the development of rural areas and to do all social welfare activities related to this.

Do all such other lawful things as are incidental or conducive to the attainment of the 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.

However the Company will not paid the any portion of the profits, other income 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.

Company will not carry on any above object for the commercial basis and no any activities of the company will be carrying on by company on the basis of commercial purpose. Company will only do welfare and promotional activities as described above.

- **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 or 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 prudent 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.
- 7. The liability of the members is limited.
- **8.** 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. 22,500.
- 9. 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.
- 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 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.
- **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 company not for profit, in pursuance of this Memorandum of Association

SI. N o.	Names, Addresses, descriptions and occupations of subscribers	Guaranteed Amount by each Subscriber	Signature of Subscriber	Name and describption of Witness
1.	Name: Rajib Bishoyi  S/o: Shri Gourango Bishoyi  R/o: Sidhakhandi, Post Sidheswar, Near Krishna Temple, Berhampur, Sidheswar, Ganjam, Orissa 761054  Nationality: Indian  DOB: 14/04/1990  Place of Birth: Ganjam, Odisha Educational Qualification: Post Graduate Occupation: Social Work  PAN: APVPB3176N  Email: bishoyi-rajib@pal.org.in Phone No: 9938265997	(7,000) (Seven thousand only)	Rays Ponstage Signature	Witness I Namu!- Mayank Goel Slo!- Pawan Kumar Rlo!- J-12, J block, Laxmy Nagar, Jelhi-1/009
2.	Name: Sanjaya Bisoyi  S/o: Shri Gouranga Bisoyi  R/o: Siddheswar, Siddheswara, Ganjam Orissa 761054  Nationality: Indian  DOB: 12/03/1984  Place of Birth: Ganjam, Odisha  Educational Qualification: Graduate  Occupation: Social Work  PAN: AJSPB0037B  Email: sanjay@pal.org.in  Phone No: 7682830182	(1,000) (One thousand only)	Sanjaya Risayi Sanjaya Risayi	Name-Vilram Nagi S/D:-Mr. Vijay Kumar Nagi R/D!. B-674 Sec-1, Robini, Nambelli - 110085
	TOTAL	8000(Eight Thousand)	4.	

Place: Delhi

12. We the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to guarantee an amount to the Company set opposite to our respective names

SI. No	Names, Addresses, descriptions and occupations of subscribers	Guaranteed Amount by each Subscriber	Signature of Subscriber	Name and description of Witness
3.	Name: Ajit Kumar Barada  S/o: Shri Biswanath Barada  R/o: Village/Ward: Tileswar, G.P/Town:  Maulabhanja P.S: Digapahandi, District: Ganjam  Digapahandi Orissa 760001  Nationality: Indian  DOB: 09/05/1988  Place of Birth: Ganjam, Odisha	(1,000) (One thousand only)		Witness I Name!- Mayank Croel Sloj- Pawan Kumata Rlo!- J-62, J-Block Laxmi Nager, Delhi - 11009?
	Educational Qualification: Post Graduate Occupation: Social Work PAN: ATBPB9027A Email: barada-ajit@pal.org.in Phone No: 7682830181		Ajit Kumar Barada Signature	
	Name: Arati Kumari Swain  D/o: Shri Krushna Chandra Swain  R/o: Goutami, Ganjam, Orissa - 761054  Nationality: Indian  DOB: 21/02/1996  Place of Birth: Ganjam, Odisha  Educational Qualification: Post Graduate  Occupation: Social Work  PAN: FSFPS3848A  Email: arati@pal.org.in  Phone No: 7682830183	(1,000) (One thousand only)	Red Signature	Witness-2 Name: Vikeau Nagi S/o:- Mr. Vijay Kumar Nagi R/o:- B-674, Sec-1, Robini New Dellu:- 110085
	TOTAL	(10,000) Ten Thousand		