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MEMORANDUM

OF

ASSOCIATION



DEEKSHA
GEHLOT

OF

WOMENSERVE INDIA FOUNDATION

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OF

WOMENSERVE INDIA FOUNDATION

[Pursuant to Rule 19(2) The Companies (Incorporation) Rules, 2014]

- I. The name of the company is "Womenserve India Foundation" (hereinafter referred to as the "Company").
- II. The registered office of the Company will be situated in the State of National Capital Territory of Delhi.
- III. The objects for which the Company is established are:-

(a) The main objects to be pursued by the Company on its incorporation are:

1. To provide a philanthropic platform for women and their families to express their stories and advocate issues of their concern; to create and disseminate content through various media; to work towards economic empowerment of women and their families through various means; to reduce dowry harassment, child marriage, female genital mutilation, infanticide, gender based inequality and eliminate human trafficking; to promote self-help groups, responsible human habitats, renewable energy, rain water harvesting; and to conduct research and analysis.
2. To promote, incubate, assist, support, sustainable and scalable entities and entrepreneurs engaged in agriculture (including plantation activities, horticulture, pisciculture, floriculture, animal husbandry, development of seeds, aquaculture, cultivation of fruits and vegetables under controlled conditions and all agro and allied services), arts, culture, community building, healthcare, housing, nutrition, water, education, microfinance, livelihood, clean energy, sanitation, transportation, clean technology, women's empowerment, entrepreneurship, youth empowerment, rural development, waste management, vocational training and any other area as the Board may, at its discretion deem fit, in accordance with the objectives of the Company, in order to improve and elevate the lives of economically backward, poor and deserving people in India.
3. To provide and carry out the operation for charitable, religious, educational and scientific purposes in India, including to promote philanthropy among individuals, companies and foundations and to endeavour to solve social and economic problems by providing financial support and assistance including access to financial assistance and technology support.

Provided that the Company shall not support with its funds or endeavor 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.

(b) Matters which are necessary for furtherance of the objects specified in Clause III (a) are:

1. To collect, classify and circulate statistical and other information and to undertake special enquiries whenever necessary for attainment of objects from inside India

- and to sponsor and undertake research projects to measure the impact and scope for improvement of the Company's projects.
2. To promote or join in the promotion of any company or companies registered under Section 25 of the Companies Act 1956 or under Section 8 of the Companies Act 2013 (hereinafter referred to as the "Act") including subsidiary companies (wholly owned or partly owned) for the purpose of acquiring all or any of the properties, rights and liabilities of the company or for any other purposes which may seem directly or indirectly calculated to benefit the Company.
 3. To pay all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and charges in connection therewith.
 4. To enter into arrangements with any Government or authorities municipal, local or any persons or company in India that may seem conducive to the objects of the Company or any of them and to apply for, from such Government, authorities, persons or company any right, privileges, powers, authority, charters, contracts, licenses, concessions, grants, decrees, rights which the Company may think desirable for attaining its main objects.
 5. To acquire, lease, manage, sell, dispose off, let, mortgage, exchange, redeem, underlet, grant leases, licenses, easements to turn to account or otherwise dispose off in any manner the whole of the undertaking or any properties (movable or immovable), assets, rights and effects of the Company or any part thereof, on such terms and for such purposes and for such consideration as the Company may think fit.
 6. To acquire or amalgamate, absorb or merge with any other company or companies registered under Section 25 of the Companies Act, 1956 or under Section 8 of the Act or to form, promote subsidiaries having objects altogether or in part similar to those of this Company.
 7. Subject to the provisions of applicable law, to procure the recognition of the Company in any Indian state or place and to establish and regulate agencies for the purpose of the Company's work and to apply or join in applying to any parliament, local government, municipal or other authority or body for any rights or privileges that may seem conducive to the Company's objects.
 8. To invest the funds of the Company not immediately required in government or semi-government corporations, mutual funds, bonds or other permitted investments under applicable Indian laws.
 9. To give and receive fees, donations, gifts, contributions, subsidies, grants, and other mode of receipts of money for the furtherance of the objects of the Company in conformity with applicable Indian laws.
 10. To receive funds as a philanthropic donation and/or charity towards corporate social responsibility activities, maintain a corpus of such funds received and/or spend the funds so received by undertaking, carrying out, managing, sponsoring and/or engaging in any one, some or all of the activities specified in Schedule VII read together with Section 135 of the Act as amended and notified from time to time, for the furtherance of the objects of the Company.
 11. To insure properties, assets, undertakings, contracts, guarantees, liabilities, risks or far obligations of the Company of every nature and kind.

12. To undertake the payment of all rent and the performance of all covenants, contracts, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or acquired by the Company.
13. To refer or agree to refer any claims, demands, disputes or any other questions by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third party to arbitration in India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
14. To engage, employ, train, suspend and dismiss any agents, managers, superintendents, assistants, clerks or other employees, not being members, and to remunerate any such persons at such rate as shall be thought fit and to grant pensions or gratuities to any such person or to his widow or children and generally to provide for the welfare of employees.
15. To open and operate current, overdrafts, loan, cash, credit or deposit accounts with any banks, in India.
16. To make, draw, accept, endorse, discount, execute, negotiate, assign and issue cheques, promissory notes, drafts, hundies, bonds, railway receipts, bills of exchanges, bills of lading, warrants and other negotiable or transferable instruments.
17. Subject to Section 73 of the Act and the rules framed there under and the directives issued by the Reserve Bank of India, to borrow or raise money or to take money on loan on interest from banks, financial institutions, government agencies, subject to approval by a simple majority of the shareholders of the Company.
18. No objects of the Company shall be carried out without obtaining prior approval and/or no objection certificate from the appropriate authority wherever required, if any, and objects stated above shall be carried out on a non-commercial basis.
19. To generally do all other lawful things as are incidental or conducive to the attainment of the above objects. In carrying out any of the above objects, the Company shall not carry on any activity for profit. It is hereby specifically provided that in all the activities of the Company, the basic objective will be to render service to the persons engaged in industry, as per the main objects and not to make profit. All such activities shall be undertaken on 'no profit' basis. If any such activity incidentally results in a surplus, the same shall be utilized for the objects of the Company only as set forth in this Memorandum of Association.

IV. The objects of the Company extend to the whole of India.

V. Conditions:

- (a) The income and property of the Company when so ever derived shall be applied solely for the promotion of its objects as set forth in this Memorandum of Association.
- (b) 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.

- (c) 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.
- (d) Nothing in this Clause V 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 a member), in return for any services actually rendered to the Company.
- (e) Nothing in Clauses V(c) and V(d) 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.
- (f) The Company may be registered with the relevant authority under the Income Tax Act, 1961 ("ITA") with the intent that the donations to the Company either by way of additions to corpus or income of the Company shall be granted exemption/ relief under the ITA in the hands of the donor and the income of the Company will be exempt as per provisions of ITA.
- (g) The Company may also be registered with the Ministry of Home Affairs, Government of India, for the purpose of receiving contributions from foreign entities, in terms of the Foreign Contribution Regulation Act, 2010 ("FCRA") or as per the applicable laws of India.
- VI. 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 jurisdictional Registrar of Companies.
- VII. The liability of the members of the Company is limited.
- VIII. The Authorized Share Capital of the Company is Rs. 1,00,000/- (Rupees One Lakh only), divided into 10,000 (Ten Thousand) equity shares of Rs. 10/- (Rupees Ten only) each.
- IX. 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.
- X. 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.
- XI. The Company can be amalgamated only with another company registered under Section 8 of the Act and having similar objects.
- XII. Subscription:

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

Sl. No.	Name, Occupation and address of each Subscriber	No. of Equity Shares taken by each Subscriber	Signature of Subscribers	Name, address, Description occupation And Signature of witness
1.	<p>WomenServe 4515, Ross Road, Sebastopol, California 94572 USA. Company represented by Barkaj Jain S/o H. Pr. Jain Kumar Jain, A/o A202, Gaurmath Mishra, Flat No. 1, Sec 5, Dwar Ka, Nandini-110075 (Professional Advocate)</p>	<p>9,999 (Nine thousand Nine hundred and Ninety nine)</p>	<p>* <u>Barkaj Jain</u></p>	<p>I witness the signature of all subscribers who have signed in my presence dated 06 May of 2017 at Delhi. Further I have identified their identity details and satisfied myself of their identification details as filled in. <u>Sudhrajain</u> Company Secretary in Practice, C.P.No. 14747, M.No. 39740 FLAT No. 204, PLOT No. 9, SHIV SHAKTI APARTMENT, OM VIHAR PHASE-1A, UTTAM NAGAR, NEW DELHI, PIN - 110059.</p>
2.	<p>Deeksha Gehlot d/o Sh. Vinay Gehlot K/o R-264, Second floor, Greater Kailash - 1, New Delhi - 110098 (nominee subscriber of WomenServe, 4515 Ross Road, Sebastopol, California 94572, USA (Professional, Advocate)</p>	<p>1 (One)</p>	<p><u>Deeksha Gehlot</u></p>	
	<p>Total</p>	<p>10,000 (Ten Thousand)</p>		

Place: Delhi

Dated: 06/05/2017