Memorandum of Association [Pursuant to rule 19(2) the Companies (Incorporation and Incidental) Rules, 2014]

MEMORANDUM OF ASSOCIATION OF VISHWAS HUMAN RIGHTS WELFARE FOUNDATION

- 1. The name of the company is: "VISHWAS HUMAN RIGHTS WELFARE FOUNDATION".
- 2. The registered office of the Company shall be situated in the State of "Uttar Pradesh".
- **3.** The objects for which the company is established are:
 - 1. To develop, establish, promote, facilitate, promotion, improvement of educational, social, cultural, economical and medical relief to the poor and downtrodden, promotion and protection of human rights, community welfare and to promote commerce, art, science, sports, education, health, research, social welfare, religion, charity, Human Rights with TIR and protection of environment.
 - 2. To help, develop, facilitate, promote, support the peoples and their families especially in the field of Health, education, social justice, equality and eradicate hunger, poverty, and malnutrition and promote health care, health camps, mobile medical vans, healthcare centres, sanitation and other facilities that is needed for leading a life of dignity and enhance their skills and opportunities by providing coordination and imparting training in the relevant skills and in entrepreneurship and help them in setting up self-employment ventures.
 - **3.** To facilitate, promote, serve, develop, provide, campaign women empowerment and promote gender and social equality in all the sections of society especially the marginalised to be encouraged and participate to their fullest potential in the art field.
 - 4. To establish, develop, promote, franchise, study and training centres in India for conducting regular, weekday or weekend interactive classes and to get the necessary approval, permission required for this purpose and to enter in to Joint Venture, or collaborate with accredited educational and musical institutions in India to provide such infrastructure assistance to such accredited educational and musical institution and such other learning support on such terms and conditions as may be decided by the company from time to time.
 - To assist and support, and evaluate from time to time the implementation of the various schemes under Ministry of Culture pertaining to the society and facilitate initiatives and proposals for a wider and strong national culture policy that could fill the existing need gap.
 - 6. To establish, setup, maintain, preserve and run in any part of India schools, colleges, coaching institutes, Study centres, oral coaching classes, online classes where in professional, technical, vocational or higher education in field of art or any other type of education be impacted by conducting regular, part time classes for the personal and professional growth of the enrolled student.
 - 7. To educate and promote sustainable and eco-friendly trade practises among the society and reduce waste and improve recycling rate, promote energy & resource conservation including renewable and sustainable energy projects, control on chemical substances, develop environmentally friendly product, minimize the environmental impact on

production sites, and promote specific preservation and emergency procedures in environmental and safety fields.

- 8. To provide help to the poor children, men and women in cities, towns, villages of India on the terms this is in the best interest of the Company. 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.
- 9. The objects of the company extend to the whole of India.
 (i)The profits, if any, or other 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.
 - (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 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;
- 10. 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.
 - 11. The liability of the members is limited.
- **12.** The authorized share capital of the company will consist of Rs. 10,00,000 (Rupees Ten Lakh) divided into 1,00,000 (One Lakh) equity shares of Rs. 10/- (Rupees Ten) each.
- 13. 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.

- **14.** 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.
- **15.** The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.
- **16.** 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:

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 take the number of shares in the Capital of the Company set opposite to our respective names.

S. No.	Names, Addresses, descriptions and occupations of subscribers	No. of Shares taken by each Subscri ber	Photo & Signature of Subscriber	Signature, Names, Addresses, Descriptions and Occupations of witnesses
1.	NAGENDRA SINGH CHAUHAN S/O LS.CHAUHAN R/O 49/10, MOHINI NIWAS, PASHCHIMMI JEEVANPURI, NARORA- 202389 (UTTAR PRADESH)	4,500	M. NO. 413918 B-119,CENTRE POINT, MARRIS ROAD, ALIAGR 20001	NIKHIL KUMAR F.C.A. CHARTERED ACCOUNTANTS
2.	NAKUL KUMAR S/O MAN SINGH RAGHAV R/O RAMPUR, NARORA, BULANDSHAHR-203001 (UTTAR PRADESH)	500		B-119,CENTRE POINT, MARRIS ROAD, ALIAGRH-
-	TOTAL:	5,000	STATE OF THE PARTY	

DATED: 25.02.2022 PLACE: NARORA