

Form No. INC-13

THE COMPANIES ACT, 2013

MEMORANDUM OF ASSOCIATION

OF

AWADH INCUBATION FOUNDATION

(A COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL UNDER SECTION 8 OF THE COMPANIES ACT, 2013)

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

1. The name of the company is “**AWADH INCUBATION FOUNDATION**”.
2. The registered office of the company will be situated in the State of Uttar Pradesh.
3. The objects for which the company is established are:

Promoting various objectives of **Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU)** established under The Uttar Pradesh University Act, 1973, as decided and communicated by its Executive Council or their representatives from time to time, which includes but not limited to the following:

- (i) Establishing Incubation centers, promoting new technology/knowledge/innovation based startups, building of a vibrant startup ecosystem by establishing network between academia, financial institutions, industries and other institutions, provide training and Certification services, services to startups like mentoring, legal, financial, technical services etc, conduct exhibitions, trade fairs or any other value added or promotional activities for startups, students or industry at large as and when required, to provide a platform for research and development by any individual, institution, company or otherwise, to provide incubations services, diligence services, preparing feasibility reports, facilitating various registration procedures, or any other services which may be required by Khwaja Moinuddin Chishti Language University, Lucknow(KMCLU).
- (ii) Nurturing the translation of ideas and innovations emerging from the scientific, technological and knowledge capital, to generate commercial and social impact and to contribute to the economic development and social well-being of the region and country by building the necessary infrastructure for creation and translation of technology to market readiness by supporting adoption of it by existing ventures and creation of startup ventures, hedging their investment/market risk, and by creating networks between academia, industry and financial institutions and providing such assistance as required.
- (iii) Fostering the spirit of innovation and entrepreneurship in individuals and groups at National and International level, to address the current and emerging societal needs by providing an effective channel or forum, both online or offline to bridge the gap between scientific research and knowledge creation at Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU) and commercialization on the other hand to

deliver innovative solutions to the requirements of the market or society at large, after obtaining required approvals from Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU).

- (iv) Facilitating co-operation and interaction between academic and industry (specifically between Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU) and enterprises, entrepreneurs in various sectors) and promote innovation through formal and informal means, to identify, conceptualize, implement joint projects between companies/entrepreneurs and faculty/students of Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU) and also provide various management, consultancy, or any other services to Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU) to promote their objects or as per the requirements, including the services as mentioned above.
- (v) Providing training, education, certifications, short term course, long term courses or otherwise of conduct exhibitions, promotional events/activities or otherwise, in parlance to the objects as Stated above, after obtaining required approvals from Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU).

Undertaking any or all other lawful things as considered necessary for the furtherance of the above objects, provided that the company shall not support with its fund or endeavor's to impose or on procure to be observed by its member or others any regulation or restrictions which as an object of the company, would make it a trade union. Further provided that the Company cannot do anything which is against the objects, Statutes, or interests of Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU) or written consent from the Institute has not been received, whenever required.

However, the Company shall apply its profit if any in promoting the aforesaid objects and to prohibit the payment of any dividend to its members.

**Matters which are necessary for the furtherance of the objects specified in Clause 3 above subject to prior written permission of Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU) are as follows:**

- a. Raising fund or borrow with or without security in line with the objectives of and repay the same to deposit in banks or otherwise deal with the money or funds of the company and to subscribe for purchase sell, hold, acquire and negotiate every way shares and security of every descriptions on the money market.
- b. To facilitate by way of sales, lease loan charge, mortgage hypothecation pledge exchange, hiring out gift or otherwise with or without security the properties or fund of the company or any portion thereof including the marking or giving subscription contribution or assistance or there otherwise to charitable institutions, educational benevolent, social welfare or other institutional body, person as from time to time may deem necessary.
- c. To use all income from property movable or immovable or from the works of people as such whomsoever derived from the object of the company that no portion thereof be distributed amongst his member or staff by way of profit or any other from except remuneration for service rendered to the company.
- d. To take financial assistance loan take guarantee from any public charitable institutions trust society and other such organization as the board of directors maintain it beneficial and in the interest of the company for the furtherance of the object of the company and doing of all such other lawful things as considered necessary for the furtherance of the above object.

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

4. The objects of the company extend to the whole of India and all other permitted foreign countries.
5. (i) The profits, if any or other income and property of the company, whatsoever derived, shall be applied, solely for the promotion of its objects at 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 profits to persons who, at anytime are, or have been, member of the company or to anyone or more of them or to any persons claiming through anyone 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, accept 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 REM narration to any of its officer or servant (not being member) or to any other person (not being member) in return for any services actually rendered to the company
  - (v) Nothing in clause III and IV shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants or to any other person in return of any service(not being services of any kind which are required to be rendered by the 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 Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU) and the Registrar of Companies, Uttar Pradesh.
7. The liability of the members is limited.

**8. FOR COMPANIES LIMITED BY GUARANTEE:**








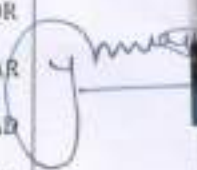



Every member of the company undertakes to contribute to the assets of the company in the event of it being wound up while he is a member, or within one year afterwards, for payment of the debt of liabilities of the company contacted before he/ she ceases to be a member; and the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding Rs.5000/-(rupees five thousand only).

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 inforce, the accounts shall be open to inspections of the members. Once at least in every year the account of the company shall be examined and the correctness of the balance sheet and the income and expenditure account ascertain by one or more properly qualified auditor or auditors as and when appointed by the **Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU)**.
10. If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debt 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 object of this company, subject to such conditions as the tribunal may impose, or

maybe sold and proceeds thereof credited to the Rehabilitation an 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 after taking prior written permission from the **Khwaja Moinuddin Chishti Language University, Lucknow (KMCLU)**.

We the several persons whose names, addresses, descriptions, and occupations are hereunder subscribed below are desirous of being formed into a Private Limited Company not for profit in pursuance of this Memorandum of Association:-

Sl. No.	Name, Fathers Name, Addresses and Occupation of Subscribers	Photograph of Subscriber	Signature of Subscriber	Signature, Name, address and Occupation of Witness
1.	<b>Name:</b> ALOK KUMAR RAI <b>Father's Name:</b> TARKESHWAR RAI <b>Address:</b> N6/2B- 7, CHITAI PUR, INDIRA NAGAR, VARANASI, UP- 221005, INDIA. <b>Occupation:</b> VICE-CHANCELLOR			I witness to subscribers, who have/has subscribed and signed in my presence further i have verified their identity details for their identification and satisfied myself of his/her/their identification particulars as filled in:   <b>(FCS SHOBBIT RASTOGI)</b> M.No. - F9977 <b>222/42, RAJA BAZAR ROAD, LUCKNOW – 226003, UTTAR PRADESH</b>
2.	<b>Name:</b> SANJAY KUMAR <b>Father's Name:</b> MUNSHI MALL <b>Address:</b> 11/155, VIKAS NAGAR, LUCKNOW, UP- 226022, INDIA. <b>Occupation:</b> REGISTRAR			
3.	<b>Name:</b> RUCHITA SUJAI CHOWDHARY <b>Father's Name:</b> VINDOO PRASAD <b>Address:</b> W/O: SUJAI CHOWDHARY, M M I G 52, SECTOR- C, SBI COLONY, SITAPUR ROAD, ALIGANJ, LUCKNOW, UP- 226024, INDIA. <b>Occupation:</b> ASSISTANT PROFESSOR			
4.	<b>Name:</b> PRAVEEN KUMAR TRIPATHI <b>Father's Name:</b> RAGHUVIR PRASAD TRIPATHI <b>Address:</b> FLAT NO.- J- 1004, RAPTI APARTMENT, GOMTI NAGAR EXTENSION, SECTOR- 4, GOMTINAGAR, LUCKNOW, UP- 226010, INDIA. <b>Occupation:</b> FINANCE OFFICER			
5.	<b>Name:</b> SYED HAIDER ALI ABIDI <b>Father's Name:</b> SYED SHER ALI ABIDI <b>Address:</b> 450/128/22, NAPIER ROAD COLONY- 2, THAKURGANJ, LUCKNOW, UP- 226003, INDIA. <b>Occupation:</b> PROFESSOR			

Date: 12/03/2022

Place: Lucknow