

**"Form No. INC-13**

**Memorandum of Association**

*[See rule 19(2) the Companies (Incorporation ) Rules, 2014].*

1. The name of the company is ".....".
  
2. The registered office of the company will be situated in the State of.....

3. The objects for which the company is established are:

.....  
.....

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.

4. The objects of the company extend to the .....

*[Here enter the name of the State or States, and Country or Countries]*

- 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 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.** [FOR COMPANIES LIMITED BY GUARANTEE]
- 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. ....

[FOR COMPANIES LIMITED BY SHARES]

The share capital of the company will consist of Rs. .... divided into ..... shares of ..... rupees each.

9. (1) 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.

(2) 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:

Names, addresses, descriptions and occupations of subscribers:

- 1.....of.....\*
- 2.....of.....\*
- 3.....of.....\*
- 4.....of.....\*
- 5.....of.....\*
- 6.....of.....\*
- 7.....of.....\*

Witnesses to the above signatures of:

- 1.....
- 2.....

Dated the..... day of.....20....

\*If the association is a company limited by shares, here enter "number of shares" taken by each subscriber.

\*\* Note: Section 8 company which is an Electoral Trust as per the Electoral Trusts Scheme, 2013 read with section 2(22AAA) of the Income-tax Act, 1961 may amalgamate with another section 8 company having the object of an Electoral Trust or may wind up or dissolve only after disbursing all its funds as per the scheme.";

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**"Form No. INC-16**

**Licence under section 8 (1) of the Companies Act, 2013**

*[See rule 20 the Companies (Incorporation ) Rules, 2014]*

WHEREAS it has been proved to my satisfaction that .....,  
a person or an association of persons to be registered as a company  
under the Companies Act, 2013, for promoting objects of the nature  
specified in clause (a) of sub-section (1) of section 8 of the said Act,  
and that it intends to apply its profits, if any, or other income and  
property in promoting its objects and to prohibit the payment of any  
dividend to its members;

NOW, THEREFORE, in exercise of the powers conferred by section 8 of  
the said Act, I, the Registrar at ....., hereby grant, this Licence,  
directing that the said person or association or persons be registered  
as a company with limited liability without the addition of the word  
"Limited", or as the case may be, the words "Private Limited" to its  
name, subject to the following conditions, namely:-

- (1) that the said company shall in all respects be subject to and  
governed by the conditions and provisions contained in its  
memorandum of association;
- (2) that the profits, if any or other income and property of the said  
company, whensoever derived, shall be applied solely for the  
promotion of the object as set forth in its memorandum of  
association and that no portion thereof 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 said company or to any of them or to any person claiming through any one or more of them;

- (3) that no remuneration or other benefit in money or money's worth shall be given by the company to any of its members 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;
- (4) that 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;
- (5) that nothing in clauses (3), (4) and (5) 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) that no alteration shall be made to the 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 Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects; and

(8) that, without prejudice to action under any law for the time being in force, this Licence shall be liable to be revoked, if the company:

- (a) contravenes any of the requirements of section 8 of the Act or the rules made thereunder or any of the conditions

f.

subject to which a Licence is issued;

(b) if the affairs of the company are conducted fraudulently or in a manner violative of the objects of the company or prejudicial to public interest.

.....

Registrar

Dated this..... day of.....20.....

\* Note: Section 8 company which is an Electoral Trust as per the Electoral Trusts Scheme, 2013 read with section 2(22AAA) of the Income-tax Act, 1961 may amalgamate with another section 8 company having the object of an Electoral Trust or may wind up or dissolve only after disbursing all its funds as per the scheme."

(ii) Form INC-21 shall be omitted.

(File No. 1/13/2013-CL-V)

  
29/05/2015

(Amardeep Singh Bhatia)

Joint Secretary to the Government of India

Note:- The principal rules were published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (i), vide number G.S.R. 250 (E) dated the 31<sup>st</sup> March, 2014 and subsequently amended vide number G.S.R. .... dated the 1<sup>st</sup> May, 2015.