# SCHEDULE I

# (See Sections 4 and 5)

#### TABLE - H

# ARTICLES OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

#### **OF**

## FORUM FOR INDIAN ACCOUNTING RESEARCH

#### INTERPRETATION

I.

- (1) In these regulations
- (a) "the Act" means the Companies Act, 2013;
- (b) "the Company" means the FORUM FOR INDIAN ACCOUNTING RESEARCH.
- (c) "the seal" means the common seal of the company
- (2) Unless the context otherwise requires, words or expressions contained in these regulations shall have the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

#### **MEMBERS**

II.

- 1. (i) (a) The number of members with which the company proposes to be registered is 04
  - (b) The number of members of the Company shall be limited to Hundred.
  - (c) The Board of Directors may, from time to time, whenever the company or the business of the company requires it, register an increase of members.

## (ii) FOUNDING COMMITTEE:

(a) **Purpose:** The Founding Committee shall assist in establishing the Company to promote and disseminate research in accounting and to publish the Indian Journal of Accounting Research (hereinafter referred to as the "Journal").

## (b) Members Named:

The members of the Founding Committee are as follows:

Founding Member Affiliation

K. V. Achalapathi Dhanwanthari Institute of Science and Technology

Sanjay Kallapur Indian School of Business Hariom Manchiraju Indian School of Business

Srinivasan Rangan Indian Institute of Management, Bangalore

## (c) Duties:

- The Founding Committee shall appoint the Founding Chief Editor.
- The Founding Committee shall also elect the first Board of Directors.
- Upon the constitution of the Board of Editors and the Board of Directors, the founding committee shall assign duties to the above. Subsequent to the assignment of these duties, the Founding Committee may be dissolved.

## (iii) BOARD OF EDITORS:

- (a) Composition: The Company shall have a Board of Editors responsible for the publication of each journal. The Board of Editors of each journal shall be comprised of the following:
  - One (1) Chief Editor
  - Up to four (4) Editors
  - Up to ten (10) Associate Editors
  - Up to fifty (50) Editorial Board Members

## (iv) THE CHIEF EDITOR:

## (a) Appointment:

- The Founding Committee shall appoint the Founding Chief Editor.
- Subsequent Chief Editors shall be selected by the Board of Directors upon the advice
  of a Nominating Committee consisting of academics appointed by them for the
  purpose.

## (b) Duties:

- The Chief Editor will chair the Advocacy Review Committee(s) appointed by the Board, and approve any written statement put forth as the Company's position about any accounting standards, policy measures, or regulations.
- He/ She shall have principal control over the editorial policies of the journal(s), including, but not limited to, final authority over the acceptance of papers submitted to the Company for publication in the Journal (with the exception of those papers submitted for publication which were authored or co-authored by the Chief Editor) and the timing of the publication of such papers. Manuscripts authored or co-authored by the Chief Editor will be reviewed by at least one (1) of the other Editors.
- The Chief Editor shall be responsible for the division of responsibilities among the Editors and Associate Editors.

## (c) Term of office:

- The term of the Founding Chief Editor shall be for five (5) years, followed by another term of five (5) years. The Founding Chief Editor will be re-appointed for the second term, at his wish to continue for the same. He/she shall be subject to the provisions about removal below.
- Subsequent Chief Editors shall serve for a four (4) year term or until (1) their successor is elected, (2) their resignation, or (3) their removal by a two-thirds (2/3) vote of the Board, whichever first occurs.
- No individual may serve more than two (2) successive terms as Chief Editor.

## (d) Removal:

- The Chief Editor may be removed for cause if he/she has been declared of unsound mind by a final order of any court, been convicted of an offence, or been determined by the Board of Directors to have failed to perform his or her corporate duties (cause, hereafter).
- At least a two-thirds (2/3) majority vote of the Board of Directors is needed to remove the Chief Editor.
- The Chief Editor shall not be allowed to vote with respect to his or her removal.

## (e) Resignation:

- The Chief Editor may resign at any time by giving written notice to the Board of Directors.
- Any such resignation shall be effective as of giving such written notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

#### (v) EDITORS:

## (a) Appointment:

- The Founding Chief Editor will appoint the Founding Editors.
- Subsequently, the Board of Directors will appoint Editors upon the recommendation of the Chief Editor.

## (b) Duties:

• The Chief Editor shall determine the duties and responsibilities of the Editors,

#### (c) Term of Office:

- An Editor will have a term co-incident with that of the Chief Editor, and may be
  extended for another term by the Board upon the recommendation of the Chief
  Editor. No individual may serve more than two terms as Editor (but could thereafter
  become Chief Editor for up to two terms as in the case of any other Chief Editor).
- The term of Editors appointed by the Chief Editor shall terminate upon the expiration of the term of the Chief Editor who appointed them.

#### (d) Removal:

- At any time, upon the recommendation of the Chief Editor, the Board of Directors, by a two-thirds (2/3) vote, can remove the Editor for unsatisfactory performance.
- The Editor can also be removed for cause (as discussed in section XXX).

## (e) Resignation:

- An Editor may resign at any time by giving written notice to the Chief Editor.
- Any such resignation shall be effective as of giving such written notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

#### (vi) ASSOCIATE EDITORS:

## (a) Appointment:

• The Chief Editor, in consultation with Editors, will appoint Associate Editors.

## (b) Duties:

• The Chief Editor shall determine the duties and responsibilities of the Associate Editors.

#### (c) Term of Office:

- The Associate Editor will have a term co-incident with that of the Chief Editor, and may be extended for another term by the Chief Editor. No individual may serve more than two terms as Associate Editor (but could serve in other capacities such as Editor and Chief Editor).
- The term of those Associate Editors appointed by the Chief Editor shall terminate upon the expiration of the term of the Chief Editor who appointed them.

## (d) Removal:

• At any time, the Chief Editor and Editors by a two-thirds (2/3) vote can remove an Associate Editor for unsatisfactory performance.

The Associate Editor can also be removed for cause.

## (e) Resignation:

- An Associate Editor may resign at any time by giving written notice to the Chief Editor.
- Any such resignation shall be effective as of giving such written notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

## (vii) MEMBERS OF THE EDITORIAL BOARD:

## (a) Appointment

• The Chief Editor, in consultation with Editors, will appoint members of the Editorial Board.

## (b) Duties:

• The Editorial Board shall advise the Chief Editor on improving the quality of the Journal.

## (c) Term of Office:

• An Editorial Board member will have a term of four (4) years which can be extended for four (4) year periods at a time by the incumbent Chief Editor.

#### (d) Removal:

• At any time, the Chief Editor and Editors, by a two-thirds (2/3) vote, can remove a member of the Editorial Board for unsatisfactory performance.

A member of the Editorial board can also be removed for cause.

#### (e) Resignation:

- A member of the Editorial board may resign at any time by giving written notice to the Chief Editor.
- Any such resignation shall be effective as of giving such written notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.
- **2.** The subscribers to the memorandum and such other persons as the Board shall admit to membership shall be members of the company.

#### **GENERAL MEETINGS**

- **3.** All general meetings other than annual general meeting shall be called extraordinary general meeting.
- **4. (i)** The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

(iii) The General Meeting may be called by giving a notice of not less than 14 (Fourteen) clear days unless a shorter Notice is agreed as per the applicable provisions of the Companies Act, 2013 as amended from time to time.

#### PROCEEDINGS AT GENERAL MEETINGS

- **5. (i)** No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
- **6.** The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
- **7.** If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
- **8.** If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

#### **ADJOURNMENT OF MEETING**

- **9. (i)** The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **VOTING RIGHTS**

- **10.** Every member shall have one vote.
- **11.** A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- **12.** No member shall be entitled to vote at any general meeting unless all sums presently payable by him to the company have been paid.
- **13. (i)** No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

**14.** A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

- **15.** A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- **16.** Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

#### **BOARD OF DIRECTORS**

- **17.** (i) (a) The number of the directors shall not be less than two and not more than such numbers as may be stipulated by the Act for the time being in force.
- (b) The First Directors of the Company shall be:
  - Dr. Venkat achalapathi Kamaraju- Gadda
  - Dr..Sanjay Gokuldas Kallapur

## (ii) COMPOSITION:

- The Founding Committee shall elect the initial Board.
- The Board shall elect one (1) Chairperson and one (1) Vice Chairperson.
- A vacancy or vacancies in the Board of Directors shall be deemed to exist upon the occurrence of the following (i) the death or (ii) resignation by any Director.
- Any vacancy can be filled by the continuing members of the Board who can by two-third (2/3) majority vote nominate a new director.
- A director may be removed for cause by a two-thirds (2/3) majority vote of the Board of Directors.
- A director may resign at any time by giving written notice to the Chairman of the Board. Any such resignation shall be effective as of giving such written notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.
- The Chief Editor will be an ex-officio member. All editors and associate editors will be invitees to the Board meetings, except the Executive session.

#### (iii) POWERS:

- Establish the policies of the Company.
- Adopt rules and regulations consistent with these By-laws to guide and manage the Company's affairs.
- Select and remove all officers, agents, and employees of the Company; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these By-laws; and fix their compensation.
- Appoint a standing or ad-hoc Advocacy Review Committee consisting of two
  practitioners and two academics (who may or may not be members of the different
  Boards), and the Chief Editor as the ex-officio chair. For each position statement to
  be issued in the name of the Company, this committee will appoint a drafting

- committee, and vet their output before recommending it as the Company position statement to be submitted to the relevant authorities.
- Appoint Nominating Committee that shall serve as a search-cum-selection committee for Chief Editors after the term of the Founding Chief Editor is over. The Nominating committee shall comprise academics
- who may, but need not, be members of the Editorial Board or Board of Directors. Establish other committees as the Board may deem necessary or desirable and fix the duties and powers of such committees.
- Appoint officers as the Board may deem necessary or desirable and fix the duties and powers of such officers.

# (iv) DUTIES:

- Perform any and all duties imposed on them collectively or individually by law, by the Articles of Company of this Company, or by these By-laws.
- Meet at such times and places as required by these By-laws and the provisions of the applicable law.
- **18** (i) A director of the Board shall serve without compensation for any services rendered by them to the Company in their capacity as a Director.
- (ii) No Director of the Board shall be personally liable for any of the Company's debts, liabilities, or obligations.

## PROCEEDINGS OF THE BOARD

- **19.** (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- (iii) Meetings of the Board of directors may be held at any place, including online in compliance with the provisions of the Companies Act 2013,. In the absence of such designation, regular meetings shall be held at the Company's principal executive office.
- (iv) Regular meetings of the Board of directors shall be held at such time as shall from time to time be fixed by the Board. Such regular meetings may be held without notice.
- (v) Special meetings of the Board for any purpose may be called at any time by the Chairman of the Board. Such call shall be in writing and filed with the Secretary of the Company.

## (vi) NOTICE:

- (a) Notice for the Meeting of Board of directors along with time and place of meetings shall be given to each Director through Email or by personal delivery or written notice or by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director.
- **(b)** All such notices shall be given or sent to the Director's address or directed at the Director's telephone number as shown on the Company's records.
- (c) No matter by what means, the notice shall be given at least ten (10) days before the time set for the meeting.

(d) The notice shall state the time and place for the meeting. However, it need not specify the purpose of the meeting, except that where one of the purposes of the meeting is the amendment of the Articles of Incorporation or these By-laws, the notice shall so indicate.

#### (vii) QUORUM:

- (a) Either eight members or twenty five per cent, of its total strength whichever is less shall constitute a quorum for the meeting.
- **(b)** A meeting at which a quorum is initially present may continue to transact business, notwithstanding the Director's withdrawal, if at least a majority of the required quorum for such meeting approves any action taken.

#### (viii) WAIVER OF NOTICE:

- (a) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum is present, and either before or after the meeting, each of the Director not present signs a written waiver of notice, written consent to holding the meeting or written approval of the minutes with respect to such meeting.
- **(b)** The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the records of this Company or made a part of the minutes of the meeting.
- (c) Waiver of notice of a meeting shall also be deemed given by any Director who attends the meeting without protesting before it or at its commencement about the lack of adequate notice.

## (ix) CONDUCT OF MEETINGS:

- (a) Meetings of Directors shall be presided over by the Chairperson of the Board, or in his/her absence, by the Vice-Chairperson.
- **(b)** In the absence of both the Chairperson and Vice-Chairperson, a Director chosen by a majority of the Directors present shall preside over the meeting.
- (c) The Secretary of the Company shall act as Secretary of the meeting.
- **(d)** In the Secretary's absence, the presiding officer shall appoint any Director present at the meeting to act as Secretary thereof.

## (x) ADJOURNMENT:

- (a) A majority of the Directors present at a meeting, whether or not constituting a quorum, may adjourn any meeting to another time and place.
- **(b)** Notice of the time and place of holding an adjourned meeting need not be given unless the meeting is adjourned for more than twenty-four (24) hours.
- (c) In such event, before the adjourned meeting may resume, a notice of the time and place for resumption of the adjourned meeting shall be given to the Directors who were not present at the time of the adjournment.

## (xi) ACTION WITHOUT MEETING:

(a) Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board, individually or collectively, consent in writing to that action.

- **(b)** Such action by written consent shall have the same force and effect as the unanimous vote of the Board.
- **(c)** Such written consent or consents shall be filed with the minutes of the proceedings of the Board.
- **20.** (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
- **21.** The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
- **22.** (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) If no such chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their members to be Chairperson of the meeting.
- **23.** (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
- **24.** (i) A committee may elect a Chairperson of its meetings.
- (ii) If no such Chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
- **25.** (i) A committee may meet and adjourn as it thinks proper.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the chairman shall have a second or casting vote.
- **26.** All acts done by any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
- **27.** Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be as valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

# CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

- **28.** Subject to the provisions of the Act,—
- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board.
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- **29.** A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

## THE SEAL

- **30.** (i) The Board shall provide for the safe custody of the seal.
- (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

s.NO	NAMES, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF SUBSCRIBERS	SIGNATURE, NAMES, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF WITNESSES
1.	Name: Venkat Achalapathi Kamarajugadda Address: 2-2-1144/11/3/B, New Nallakunta, Opp Sai Ram Medical Hall, Hyderabad-500044, Telangana. DIN: 09137660 Occupation: Professor  Signature:	1. Name: ChetanRaj Suryavanshi Address: #74, BCMD Lines, Opp LB Stadium, Hyderabad - 50004. Occupation: Service PAN: CPEPSO763K Signature:
2.	Name: SANJAY GOKULDAS KALLAPUR Address: PF 4A C 101, Ground Floor, Faculty housing, Near Infosys, ISB, Gachibowli, Hyderabad - 500032, Telangana. DIN: 08377808 Occupation: Professor  Signature:   JARAUA  MARKET SANJAY GOKULDAS KALLAPUR  Address: PF 4A C 101, Ground Floor, Faculty housing, Near Infosys, ISB, Gachibowli, Hyderabad - 500032, Telangana.  DIN: 08377808  Occupation: Professor	2. Name: N. Subhashini Address: H.No.112, MIG-1, 9th Phase, KPHB, Hyderabad – 500072. Occupation: Service  PAN:BCYPN5931. Signature:  Subharlin
3.	Name: HARI OM MANCHIRAJU Address: Flat No: I-804 Aparna Saroyar Grande, Nallagandla, Serlingampalli, Hyderabad – 500001 Telangana. PAN: AISPM6902B Occupation: Professor Signature:	
4.	Name: SRINIVASAN RANGAN Address: Indian Institute of Management, Banneraghatta Road, Bangalore - 560076, Karnataka. PAN: AHAPR843E Occupation: Professor Signature:	

Dated 17<sup>th</sup> day of July, 2021

Place: Hyderabad



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## FORM NO. INC-13

#### MEMORANDUM OF ASSOCIATION

[See Rule 19(2) of the Companies (Incorporation) Rules, 2014]

- 1. The Name of the Company is "FORUM FOR INDIAN ACCOUNTING RESEARCH".
- 2. The Registered office of the Company will be situated in the State of "TELANGANA".

## 3. The objects for which the Company is established are:

- i. To carry on the research related to setting up of Indian Accounting Standards and emerging accounting issues and provide academic inputs to various national and international agencies relating to accounting and auditing standards.
- ii. To provide academic analysis of the exposure drafts issued by the national or international agencies.
- **iii.** To carry on and facilitate research on accounting and allied subjects and publish such scholarly work in journals, monographs, books, reports, blogs, and the like.
- **iv.** To organize training programs, seminars and conferences and discuss on various topics and objects including but not limited to research on accounting and related activities and also to work with various academic institutions and professional bodies to enhance the accounting and allied subjects' research eco-system in India.

# The doing of all such other lawful things as considered necessary for the furtherance of the above objects:

- i. To hold exhibitions, seminars, meetings, lectures and classes and to publish or distribute newspapers, magazines, books and other literary works in connection with the activities and in furtherance of the objects of the Company.
- **ii.** To enter into agreements, franchise agreement and contracts with Indian or Foreign individuals, firms or companies for technical, financial or other assistance or collaboration for carrying on all or any of the objects of the Company.
- **iii.** To provide, encourage, initiate or promote facilities for the discovery, improvement or development of new methods of education.
- **iv.** To promote manage, cooperate with or afford assistance to or otherwise assist the work of any other foundation, institution or body engaged in the main objects of the Company.
- V. To apply for, purchase or otherwise acquire any trademarks, copy rights, patents, licenses, concessions and the like, concerning any exclusive or non-exclusive or limited rights of any kind which may appear to be necessary or convenient for the business of the Company and to purchase or otherwise acquire any information as to any invention which may seem capable of being used for any of the purposes of the Company.
- **vi.** To acquire from any sovereign, state or authorities in India or elsewhere, any concessions, grants, rights, powers and privileges whatsoever, which may seem

- to the company capable of being turned to account and to work, develop, carry out, exercise and turn to account the same.
- **vii.** To sell, lease or otherwise dispose of the undertaking of the Company or any part thereof as per the provisions of the Companies Act, 2013.
- **viii.** To carry out research and development of managing parameters to achieve main objects.
- ix. To purchase, take on lease or in exchange, hire, construct or otherwise acquire any movable or immovable properties or any rights or privileges, which the Company may think necessary or convenient for the purpose of its business.
- x. To subscribe or contribute or otherwise to assist or to grant money to charitable, benevolent, religious, scientific, national, public or any other useful institutions, objects or purposes or for any exhibition.
- xi. To construct, establish and run schools, colleges, universities, institutions, libraries, classes, workshops, hostels and provide learning, understanding, data, information, skills, training, instructions, practice sessions, guidance in all areas, branches, disciplines, fields, matters including asset management, aviation, banking, business and other allied areas in conformity with the objects of the Company.
- xii. To pay out of the Company's funds the costs and expenses incurred in connection with all matters preliminary and incidental to the formation, promotion and incorporation of this Company and the costs and expenses incurred in connection with all matters preliminary and incidental to the formation and incorporation of any Company which may be promoted by this Company and to remunerate any person, firm or Company for services rendered in the promotion of the Company or the conduct of its business.
- **xiii.** To receive donations, contributions, grants and other mode of receipts of money for the furtherance of the object of the Company or for any one or more of them, not inconsistent with the objects and constitution of the company and which may be acceptable to the Board.
- **xiv.** To open account or accounts with any bank or banks in the name of the Company and to operate upon the same.
- **xv.** To create and operate any depreciation fund, development rebate fund, reserve fund, sinking fund, investment allowance fund, insurance fund or any other special fund, whether for depreciation or for repairing, improving, enhancing, extending or maintaining any property of the company or protecting the rights of the company or for any other purpose conducive to the interests of the company.
- **xvi.** To make, draw, accept, endorse, execute, discount, negotiate and issue cheques, promissory notes, hundies, bills of exchange, bills of lading, railway receipts, debentures and other negotiable or transferable instruments subject to the Banking Regulation Act, 1949.
- **xvii.** The Company may also be registered with Ministry of Commerce and Industry, Government of India and/ or any other concerned government department or ministry, as per the applicable laws of India for the purpose of advancing its objects.

- **xviii.** 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.
- xix. 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.
- To employ or pay experts, foreign consultants, management consultants and others in connection with the prospecting, acquiring, planning, execution, development, delivery and maintenance, training, and consulting, of all or any part of the business which the Company is entitled to carry on.
- **xxi.** To acquire, absorb or merge with any other company or companies registered u/s 8 of the Companies Act, 2013 (Section 25 of the Companies Act, 1956) or to form, promote subsidiaries having objects altogether or in part similar to those of this Company.
- **xxii.** To appoint, agent, franchise of the Company subject to the provisions of Companies Act, 2013 or any other applicable Act(s), Rule(s) and Regulation(s) etc.
- **xxiii.** To distribute among members any property or assets of the Company and particularly the shares, debentures or other securities of any other Company including the Company formed to take over the whole or any part of the assets of this Company, subject to provisions of the Companies Act, 2013 or any other applicable Act(s), Rule(s) and Regulation(s).
- xxiv. To borrow or raise moneys, from commercial banks/financial institutions and/or other companies, or to receive it on deposit at interest or otherwise, and to secure the payment of such money in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, stocks, bonds, obligations, notes and securities of all kinds, to mortgage, pledge, guarantee, hypothecate or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled paid capital, by special assignment or otherwise, or to transfer or convert the same absolutely or any interest therein and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided, the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.
- **xxv.** To advance, deposit or lend with or without security money, securities, assets and property to or with such person, companies or corporations and on such terms as may seem expedient, to negotiate loans, to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable security or documents.
- **xxvi.** To enter into any arrangements with the Government of India or with any states, with any authorities, municipal, local or otherwise or with any other persons, that may seem conducive to the Company's objects or any other and to apply for and

obtain and to purchase or otherwise acquire from any such Government, State, authorities or persons, any rights, powers, privileges, decrees, licenses, sanctions, grants and concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain and acquire and to carryout exercise and comply with any such arrangements, rights, powers, privileges, licenses, sanctions, grants and concessions.

- **xxvii.** To grant licenses or concessions over or in respect of any property or rights of the Company.
- **xxviii.** To institute, conduct and defend all actions and legal proceedings, against the Company and its officers and to refer any claim or demand by or against the Company and its officers to arbitration and to perform or challenge the awards if necessary.
- **xxix.** To insure the whole or any part of the Company, either fully or partially, to protect and indemnify the Company from liability or loss in any respect, either fully or partially and also to insure and to protect and indemnify any part or portion thereof, either on mutual principle or otherwise.
- xxx. To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in India and in any or all states, territories, possessions and dependencies thereof and in any or all foreign countries, and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient,
- **xxxi.** To acquire by purchase or otherwise for the business of the company in India or elsewhere, any lands, buildings, and other things found necessary for carrying out the main objects of the Company.
- institutions or to give any charity incidental to or conducive to any business that may be carried on by the Company.
- rom any other society or Company whether incorporated or not, whose objects are wholly or partly identical with or similar to those of the Company and procure from and to communicate to any such society or Company such information as may be likely to further the objects of the Company.
- **xxxiv.** To do all and everything necessary suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporate bodies, firms, or individuals, and to do every other act or acts, thing or things, incidental to, or growing out of, connected with the aforesaid business or powers, or any, parts thereof, provided the same be not inconsistent of the Union of India.

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 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 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 Central Government.
- **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 after wards, for the payment of the debts or liabilities of the Company contracted before he ceases to be a member and of the costs 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 INR 1,000.
- 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 company not for profit, in pursuance of this Memorandum of Association:

Names, addresses, descriptions and occupations of subscribers:

s.NO	NAMES, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF SUBSCRIBERS	SIGNATURE, NAMES, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF WITNESSES
1.	Name: VENKAT ACHALAPATHI KAMARAJUGADDA Address: 2-2-1144/11/3/B, New Nallakunta, Opp Sal Ram Medical Hall, Hyderabad-500044, Telangana. DIN: 09137660 Occupation: Professor Signature:	1. Name: ChetanRaj Suryavanshi Address: #74, BCMD Lines, Opp LB Stadium, Hyderabad – 50004. Occupation: Service PAN: CPEPSO763K Signature:  2. Name: N. Subhashini Address: H.No.112, MIG-1, 9 <sup>th</sup> Phase, KPHB, Hyderabad – 500072. Occupation: Service PAN:BCYPN5931. Signature:  Gulaballici
2.	Name: SANJAY GOKULDAS KALLAPUR Address: PF 4A C 101, Ground Floor, Faculty housing, Near Infosys, ISB, Gachibowli, Hyderabad - 500032, Telangana. DIN: 08377808 Occupation: Professor Signature: Sykallapur	
3.	Name: HARIOM MANCHIRAJU Address: Flat No: I-804 Aparna Sarovar Grande, Nallagandla, Serlingampalli, Hyderabad – 500001 Telangana. Occupation: Professor PAN: AISPM6902B Signature:	
4.	Name: SRINIVASAN RANGAN Address: Indian Institute of Management, Banneraghatta Road, Bangalore - 560076, Karnataka. Occupation: Professor PAN: AHAPR843E  Signature:	

Dated 17<sup>th</sup> day of July, 2021. Place: Hyderabad.



E. Some



Gulehandin