

# Form No. INC-13

## Memorandum of Association

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

1. The name of the company is “**GUJARAT S. C. MOST BACKWARD CASTE DEVELOPMENT CORPORATION**”

2. The registered office of the company will be situated in the State of Gujarat

3. (a) **The objects for which the company is established are:**

- i. To grant concessional loans, advances and subsidies at such rates of interest to **Gujarat S. C. Most Backward Caste Development Corporation** and their dependents subject to income and/or economic criteria as may be determined from time to time in accordance with the guidelines or schemes prescribed by the Central Government or by the State Government, either individually or in groups, whether directly or through some agency, in collaboration with the Ministries or Departments of the State/Central Government or National Schedule Caste Finance and Development Corporation or such other Financial Institutions under relevant programs for economically and financially viable Schemes and Projects and therefore to act as channelizing agency;
- ii. To examine the problems of Ati-Pachhaat Communities and try to find their solutions.

**No object of the Company shall be carried out on commercial Basis and shall not be commenced without permission of competent authorities whomsoever.**

**However, the Company shall apply its profits, if any, or other income in promoting its objects and to prohibit the payment of any dividend to its members.**

**(b) Matters which are necessary for furtherance of the object specified in Clause 3(a) are:-**

1. To examine the problems of Ati-Pachhaat Communities and try to find their solutions;
2. To promote economic developmental activities for the benefits of Ati-Pachhaat Communities, their family and dependents;
3. To promote self-employment ventures for the benefit and/or rehabilitation of Ati-Pachhaat Communities, their families and dependents;
4. To prepare developmental scheme(s) for the occupations suitable to Ati-Pachhaat Communities, and get these schemes implemented in co-operation or assistance with the National Schedule Caste Finance and Development Corporation, Financial Institutions, Nationalized Banks/Co-operative society, Non-Government Departments of State or Central Government, private or co-operative society, Non-Government Organisations as well as various agencies for the economic development of these communities;
5. To extend loans to students belonging to Ati-Pachhaat Communities for pursuing professional or technical education of graduation or higher levels;
6. To assist in the upgradation of technical and entrepreneurial skills of persons belonging to the community of Ati-Pachhaat Communities or their family and dependents for proper and efficient managements of manufacturing and/or service units;
7. To assist and extend support to self-employed individuals or groups of individuals belonging to Ati-Pachhaat Communities including their dependents or units/co-operative set-up by them in procurement or raw materials or other inputs and marketing of finished goods or services;
8. To promote education, training, quality control, technology upgradation and common facility centers for carrying out sanitation and sanitary ware work;
9. To raise grants, loans, advances or other money on deposits or otherwise from National Schedule Caste Finance and Development Corporation or from National or International institutions, bilateral or multilateral aid-cum-development agencies, financial institutions, banks or co-operatives and such other institutions and agencies on such terms as may be considered appropriate and subject to guidelines or directions issued by the State Government from time to time;

10. To assist the State level organizations and Non-Government organizations dealing with the development of the Ati-Pachhaat Communities by providing financial assistance or equity contribution and in obtaining commercial funding for refinancing;
11. To work as an apex institution for co-ordination and monitoring the work of all corporations/boards/other bodies set up by the State Government administrations for given the responsibilities of assisting the Ati-Pachhaat Communities for their economic development;
12. To extend help, support and assist in furthering the Government policies and programs for the development of Ati-Pachhaat Communities;
13. To undertake finance and commercial obligations, transactions and operations of all kinds connected with the attainment of such pre-requisites including Mortgage, Charge of the Property, giving Guarantee, Promissory note and to execute necessary contract, agreement and relevant documents;
14. To establish branches, offices or agencies of the Company at any place in Gujarat and to discontinue the same, as per policy of the State Government;
15. To invest the moneys of the company, not immediately required in such manner as per State Government policy, other than in the share of the company as from time to time as may be determined;
16. To undertake the activities essential in the field of Social, Educational and Economical Development of Ati-Pachhaat Communities;
17. To draw, accept, make, endorse, discount and negotiate promissory notes, Bills of Exchange, cheques or other negotiable instruments;
18. To invest the fund or the money entrusted in such security or in any such other manner as may from time to time be determined by the Company from time to time and to sell or transpose such investments as per State Government prior approval;
19. To purchase, take on lease, accept as gift, construct or otherwise acquire any land or property, furniture & fixture, electrical, electronics, etc. wherever suitable, which may be necessary or useful for the Company;
20. To sell, lease, exchange and otherwise transfer all or any properties of the Company subject to approval of the State Government;

21. Subject to prior approval of the Government to make rules, regulations and Bye-Laws for the conduct of the affairs of the Company and add, amend vary or rescind them from time to time;
22. To maintain a social and General welfare section for the purpose of studying social conditions, customs, existence and causes of undesirable practices, superstitions, suggestion of reforms in social customs, sanitation, health, hygiene and for development of cultural and allied activities amongst the Ati-Pachhaat Communities;
23. To see that the Government schemes for Ati-Pachhaat Communities regarding housing, electricity, water, etc. are implemented thoroughly and shall make efforts to design new schemes in this regard and get them implemented and also try to rehabilitate Ati-Pachhaat Communities
24. To implement suggestions that may be made by any commission, constituted by the Government of India or the State Government and formation of schemes regarding these suggestions and implement them;
25. To take active steps for giving benefits of such development schemes of the State/Central Government, whose benefits can also be taken by the Ati-Pachhaat Communities;
26. To undertake steps for inculcation culture in children of Ati-Pachhaat Communities at preprimary stage, by taking the benefits of Balmandirs and Balwadis or other educational facilities;
27. To formulate the schemes for award of scholarships to students studying prescribing the annual income limit or other economic criteria of the parents;
28. To award scholarships for professional courses, prescribing the annual income limit of the parents;
29. To give professional training through Training-cum-Production centers;
30. To derive training from approved artisans and to arrange for award of scholarships for the purpose;
31. To give training in sewing, knitting and cottage industries to women belonging to Ati-Pachhaat Communities;
32. To arrange for special coaching classes to increase the employment opportunities in the competitive examination;

33. To formulate the schemes and programs for development of handicrafts, handlooms and art and to take steps for its implementation;
34. To arrange for special coaching classes to increase the employment opportunities in the competitive examination;
35. To make efforts to free the Ati-Pachhaat Communities from addiction and debts;
36. To take up activities to make the society of Ati-Pachhaat Communities free from social evils like bad customs, superstition, taking wine, gambling, etc. and arrange cultural activities like camps, mass marriage, etc. for social reformation.

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, if an object of the Company, would make it Trade Union;

Provided that the company shall not support with its funds or Endeavour to impose 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 Corporation, whensoever's 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 approved by the Registrar of Companies, Gujarat.

7. The liability of the members is limited.

8. [FOR COMPANIES LIMITED BY SHARES]

The Authorised Share Capital of the company will consist of **Rs. 10,00,00,000/-** (Rupees Ten Crores only) divided into **10,00,000 (Ten Lacs)** Equity shares of **Rs. 100/-** (Rupees One Hundred) each.

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 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.

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.

The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects as per the provisions of the Companies Act, 2013.

We, the several persons, whose names, addresses and descriptions and occupations are hereunder subscribed are desirous of being formed into a Company not for profit, 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:-

Sr. No.	Name, address, description and occupation of subscriber	No. of equity shares	Signature of subscriber	Name, address, description and occupation of witness and their signature
1.	2.	3.	4.	5.
1.	<p>Sanjay Prasad S/o Bimal Prasad Add: E-903, Samrajan Flat Towers, Gulbai Tekra, Ambawadi, Ahmedabad, Gujarat. Occ: Government Service.</p> <p><i>Sanjay</i> 13-8-14</p> <p>(For Govt. of Gujarat)</p>	10 (Ten)	<p><i>Sanjay</i> 13-8-14.</p> 	<p>Common witness for subscriber No 1 to 3 who have signed before me for and on behalf of Govt. of Gujarat</p> <p><i>Arun D. Gaudana</i> 307 Ashirwad Paras, corporate Road, satellite, Ahmedabad-380011 Occ: Practising Company Secretary</p>
2.	<p>Rameshkumar Makadia S/o Jeejabhai Makadia Add: A, Samiksha Apartment, Nr. Phujabai Hall, Navarangpura, Ahmad - 09 Occ: Govt Service</p> <p><i>Ramesh</i></p> <p>(For Govt. of Gujarat)</p>	10 (Ten)	<p><i>Ramesh</i></p> 	<p>Common witness for subscribers No 1 to 3 who have signed before me for and on behalf of Govt. of Gujarat</p> <p><i>Arun D. Gaudana</i> 307 Ashirwad Paras, corporate Road, satellite, Ahmedabad-380011 Occ: Practising Company Secretary</p>
3.	<p>Rajanikant Jadar S/o Mathurbhai Jadar Add - 153/2, Sector - 26, Karamnagar Gandhinagar (Gujarat) Occ - Govt Service</p> <p><i>Rajanikant</i></p> <p>(For Govt. of Gujarat)</p>	10 (Ten)	<p><i>Rajanikant</i></p> 	<p>Common witness for subscribers No 1 to 3 who have signed before me for and on behalf of Govt. of Gujarat</p> <p><i>Arun D. Gaudana</i> 307 Ashirwad Paras, corporate Road, satellite, Ahmedabad-380011 Occ: Practising Company Secretary</p>

A witness to subscribers (subscribers) who have subscribed and signed in my presence on 4/6/2013 at Gandhinagar, Gujarat. Further I have verified their identity details (CIN) for their subscription and satisfied myself of their identity. I have filled in this form.

*Arun D. Gaudana*

JADESH KHADSE  
SON OF  
JETHABHAJI KHADSE

10  
SECS

Adit

Addr: Plot No-12811  
Sector-41C  
Gandhinagar

Govt. Service  
Adit

(For Govt. of Gujarat)



5. Kusum Mehta  
Daughter of Rutilal  
Mehta

10 (Ten)

KR Mehta

Addr → Plot No-149811  
Sector 21C  
Gandhinagar

Occ → Govt. Service

KR Mehta  
(For Govt. of Gujarat)



6. Hirabhai Parmar  
Son of Ratnabhai  
Parmar

10 (Ten)

Hirabhai

addr:- Block No 71214  
Ghh-1 Type  
Sector - 8  
Gandhinagar

occ. Govt. Service

Hirabhai  
(for Govt. of Gujarat)




Common citizens for Subscriber No 4, 5 & 6 who have signed before me for  
and on behalf of Govt. of Gujarat

Arvind D. Gaudane  
307 Ashirvad Paras, Corporate Road, Satellite, Ahmedabad - 380 015  
occ. Pradhy Company Secretary

will not be subscribers/subscribers who have subscribed and signed in my presence on 4/8/14 at Gandhinagar. Further I have verified  
and signed my self of his/her their identity and submitted details CID for their identification and signature on filed in  
Arvind D. Gaudane.



7.	<p>Pravinbhai Shaimali          Son of Bebhubi Shaimali          Add.: 80/ W.H.B.          Sector No. 25          Gandhinagar          Occ.: Govt. Service.</p> <p><i>(For Govt. of Gujarat)</i></p>	<p>4940  <del>4994</del>          Four thousand nine hundred and ninety four</p>		<p>Common witness for Subscriber No. 7 who has signed before me for and on behalf of Govt of Gujarat          Arvind D. Grandave          307 Ashirvad Paras, Corporate Road, Satellite, Ahmedabad. 380015          occ: Practising Company Secretary</p> <p>I witness to subscriber who has subscribed and signed in my presence on 04/08/14. Further I state that I have verified his identity details (CIN) for that identification and subscribed on behalf of his self. Particulars filled in the above</p>
	TOTAL	5000		

Date: 04/08/2014  
 Place: Gandhinagar

Note: The above shares shall be transferred upon cessation of his office to new incumbent appointed by Government of Gujarat from time to time.