

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
ASTRON INSTITUTE OF SOCIAL SCIENCES**

**(COMPANY LIMITED BY SHARES NOT FOR PROFIT UNDER SECTION 25
UNDER COMPANIES ACT, 1956)**

(THE COMPANIES Act, 1956)

MEMORANDUM OF ASSOCIATION

OF

ASTRON INSTITUTE OF SOCIAL SCIENCES

COMPANY LIMITED BY SHARES NOT FOR PROFIT
UNDER SECTION 25 UNDER COMPANIES ACT, 1956

- I. The name of the Company is "ASTRON INSTITUTE OF SOCIAL SCIENCES"
- II. The Registered Office of the Company will be situated in the National Capital Territory of Delhi.
- III. The objects for which the Company is established are as follows:
 - A. **THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
 1. To initiate, carry out, execute, implement, aid and assist activities in the field of Social Sector through a scientific approach in community at large impacting and contributing to the wellness and well being of the underprovided section of the society in particular.
 2. To undertake community based research for implementing evidence based projects to improve the status of healthcare services, education, environment and other social sciences in consonance to the identified needs.
 3. To promote, develop, augment and contribute toward the capacity building of value chain's required resources on a sustained and evolving basis.
 4. To determine skills/competency standards and qualifications in consonance with the identified needs.
 5. To identify the skill development needs of the Sector, review international trends in Social Sector skill development and identify Sector skill gaps and technology.

6. To do and undertake the task of educational and vocational skill upgrade for the Social Sector with emphasis in health, education and skill development.
7. To facilitate in standardizing the affiliation and accreditation process for the Social Sector.
8. No objects of the company will be carried out without obtaining prior approval/ no objection certificate from concerned authority wherever required/ prescribed.
9. None of the objects of the company will be carried out on commercial basis.

B. OBJECTS ANCILLARY OR INCIDENTAL TO THE ATTAINMENT OF MAIN OBJECTS ARE:

1. To undertake market studies in foreign countries regularly as well as on an ad hoc basis.
2. To mount trade delegations/study teams to and fro India and the various countries.
3. To appoint representatives or correspondents in foreign markets for the purpose of continuing and regularly reporting trends in prices, market preferences and other allied matters.
4. To conduct publicity campaign regularly and continuously so as to keep Indian goods before the eyes of the public overseas and bring home the advantages of buying goods from India.
5. To collect statistics and other information regarding the manufacture or trade in goods manufactured within or outside India.
6. To act as registering authority if so decided by the Central Government.
7. To propagate information useful to the Indian manufacturers and exporter (including, but not limited to, traders) in goods by seminars, lectures, discussions, books, correspondence or otherwise.
8. To provide and regulate standards of quality and in packaging in respect of goods intended for export.

9. To maintain liaison with any organization that may be set up for the inspection of goods intended for export.
10. To depute the officers, Members of the Association to witness the survey of goods manufactured, exported or intended for export in foreign countries or in India.
11. To enquire, investigate and take remedial action on complaints received from foreign importers or Indian exporters in respect of the quality, description or other particulars of goods manufactured and exported from India and other connected matters.
12. To make recommendations as may be necessary or expedient to the Central Government or state or public bodies like Chambers of Commerce on the basis of investigation of a complaint received by the Company or otherwise in the interest of the present or future export of goods from India.
13. To nominate arbitrators or evaluators in the settlement of disputes and differences arising out of the transactions relating to the exports of goods between parties who agree to refer their disputes to the arbitrator/surveyors so nominated by the Company.
14. To communicate with Chambers of Commerce and other Mercantile and Public Bodies within or outside India for the promotion and advancement of the export of goods.
15. To enunciate just equitable principles to govern the trade in goods and to establish a code or codes of practice for the general guidance of exporters and manufacturers and further to simplify transactions relating to the export of goods.
16. To advise and/or represent to the Central or State Governments, Local and other Authorities, on:
 - (a) Policies and other measures, including direct and indirect taxation.
 - (b) The steps to be taken by them to prevent any contravention of the code of practices laid down by the Company, by any of the persons concerned, where such contravention would affect the export of goods.
 - (c) Provided that such advice or representation shall be only in so far as such policies or measures have a bearing directly or otherwise on the export of goods.
17. To establish and maintain museums, collections, libraries and compilation of literature and to translate, compile, collect, publish, lend, purchase or sell any literature connected with the trade and commerce relating to goods.

18. To borrow money from the Banks or financial institutions and accept donations, grants or contributions from the Central Government, State Governments, or other public bodies or Authorities or any other person and to deal with the same as the Association may deem appropriate in the furtherance of its objects provided that the Company shall not deal with or use the funds or money received from the Central Government, by way of grant borrowing or otherwise, except in the manner or for the purpose specified by the Government, without prior written approval of such Government.
19. To grant subsidies, loans and advances to its employees or to the manufacturers or exporters of Goods upon such terms and conditions, if, in the circumstances and as approved by the Central Government and to realize and recover such subsidies, Loans and advances in accordance with such approved terms and conditions thereof
20. To sell, improve, manage, develop, exchange, loan, sublet, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property of the Company, except that purchased with the Government grants which will be disposed of.
21. To enter into contracts, including guarantee.
22. To draw, make, accept, endorse, discount, and execute negotiable instruments.
23. To deposit/invest the money of the Company in any bank approved in this behalf by the Government.
24. To subscribe to, become a member of and co-operate with any other Association whether incorporated or not, whose objects are, similar to those contained in this Memorandum and
25. To do all such other lawful acts as may be conducive for the maintenance and increase of the export and trade and commerce in Goods or incidental to the attainment of the above objects or any of them, provided that the Company shall not support or impose any regulations or restrictions on any objects of Company which would make it a trade union.
26. To construct, purchase, hire or otherwise acquired and maintain suitable buildings, apartments, furniture and other fittings in any country for the establishment of show-rooms, export or other agencies for publicity for the purpose of achieving any of the objects for which the Company is established.

27. To acquire, purchase, or take on lease land, building or other movable or immovable property which the Company may from time to time deem it necessary to acquire, purchase or take on lease.

C. OTHER OBJECTS - NIL.

Provided that the company shall not support with its funds, or endeavor to impose on, or procure to be observed by, its members or other, any regulation or restriction which, if an object of the company, would make it a Trade Union.

- IV. The objects of the Company extend to the territories comprised in the Union of India and all other countries of the world.
- V. The Income and properties of the Company, whenever, derived, shall be applied solely for the promotion of its objects as set forth in this Memorandum.
 1. No portion of the Income and 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 person claiming through any one or more of them.
 2. Except with the previous approval of the Central Government, no remuneration or other benefit in money or moneys worth shall be given by the Company to any of its members, whether officers or servants 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.
 3. Except with, the previous approval of the Central Government, no member shall be appointed to any office under the Company, which is remunerated by salary, fees or in any other manner not excepted by sub-clause (3).
 4. Nothing in this clause shall prevent the payment by the Company in good faith of reasonable remuneration to any of its officers or servants (not being members) or to any other persons (not being member) in return for any services actually rendered to the Company.

VI. 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 of Companies, NCT of Delhi & Haryana.

VII. The liability of the members is limited.

VIII. The share capital of the company will consist of 1, 00,000/- (Rupees One Lac Only) divided into 10,000 (Ten Thousand) shares of 10/- (Rupees Ten Only) each.

IX. 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 properties, 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 of the Company 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.

X. 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 registered under section 25 of the act, having objects similar to the objects of this Company, to be determined by the members of the Company at or before the time of dissolution or in default thereof, by the High Court of Judicature that has or may acquire jurisdiction in the matter.

XI. We, the several persons whose names, addresses and descriptions are described hereib below are desirous of being formed into the 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 our respective names on own hand-written sheet for Memorandum:

Sl. No	Name, Address description, occupation of each subscriber	Number of Equity Shares taken by each Subscriber	Signature of Subscriber	Name, Address description, occupation and signature of witness or witnesses
1.	Dr. Yash Paul Bhatia S/o Late Sh. Tilak Raj Bhatia B-1/226, Paschim Vihar Delhi-110063 Age: 57 years Occ: Doctor	5000 (Five Thousand)	<u>Yashate</u>	I hereby witness the signing of Subscribers of M.P. Company NEERU S/O SH. LALRAM 211/1026, RAJINDER DIGRA, FARUL AZIL ROAD, KARUL BGSN. New Delhi. 5 C.P. 376 Prachy Company Secretary
2.	DR. NEERU BHATIA D/o SH. SARDARI LAL PASSI B-1/226, PASCHIM VIHAR DELHI-110063 Age: 55 years Occ: Doctor	5000 (FIVE THOUSAND)	<u>NPBhatia</u>	
		10000 (TENTHOUSAND ONLY)		
Place: Delhi				
Dated: 16/4/2013				