

**(THE COMPANIES ACT, 2013)**  
**(COMPANY LIMITED BY SHARES)**  
**UNDER SECTION 8 OF THE COMPANIES ACT, 2013**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**KENU CARE FOUNDATION**

1. The name of the company is “KENU CARE FOUNDATION”.
2. The registered office of the company will be situated in the State of Rajasthan
3. The objects for which the company is established are:
  - To work upon on the causes, effect, consequences of poverty on the urban poor and removal of urban poverty thereof,
  - Alleviate poverty by addressing Hunger and Food insecurity as the primary focus of its development endeavour,
  - To work on employment/ livelihood promotion policies and programmes,
  - To do Research on Vendor policy and its implementation in India,
  - To work on issues of equity, slum upgradation, etc. in Nation and/or in whole or in any parts of India,
  - To work towards implementation of Right to Education and other such Govt. policies,
  - To promote policy research and innovation in the field of education,
  - To provide/ promote educational assistance across children, female and adults through school, vocational camps, night classes and all such feasible options,
  - To promote education across every strata of society with a focus on rural, disabled and underprivileged,
  - To promote sustainable economic development in small and medium towns through spatial planning,
  - Research on Resettlement & Rehabilitation schemes/ programmes and its impact on society,

- To innovate and facilitate participatory planning process, medical relief, medical aid, aware public for their health and medical in urban as well as rural areas,
- To promote affordable housing for all,
- To research and work on Rural-Urban Continuum,
- Environment and Sustainable development through sustainable management and development of natural resources,
- Identifying existing needed regulations or polices for environment conservation and natural resource Management,
- To explore the feasible approaches and alternative for sustainable development,
- Promotion and Improvement of urban ecological planning,
- To suggest/ influence the essential reforms for good governance at local, state and national level,
- Any other reforms required to facilitate good governance
- To unit and transform financially disadvantaged communities by focusing on projects which make a difference to people's lives in the short term and improve their prospects in the long term

**Matters which are necessary for furtherance of the objects specified in Clause 3 above are:**

- a. To alienate by way of sale, lease, loan, charge, mortgage, hypothecation, pledge, exchange, hiring out, gift or otherwise with or without security, the properties or funds of the company or any portion thereof including the marking or giving subscription(s), contribution(s) or assistance or there wise to charitable institution(s), educational, benevolent, social welfare or other institutional bodies, person(s) as from time to time may deem necessary.
- b. To use all income from the property movable or immovable or from the works of the company as such whomsoever derived for the objects of the company, that no portion thereof be distributed among its members or staff by way of profits or any other form, except remuneration for services rendered to the company.

and 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 endeavor 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 (VII) and (VIII) 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 of Companies. Rajasthan.
7. The liability of the members is limited.
8. The share capital of the company will consist of Rs. 1,00,000/- comprising of 10,000 equity shares of Rs.10/- only 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.

11. The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.

We the several person whose name and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association and we respectively agree to take the numbers of shares in the capital of the company set opposite to our respective names

S. No.	Names, addresses, descriptions and occupations of subscribers	No. of shares taken by each subscriber	Signature of subscriber	Signature, names, addresses, descriptions and occupations of Witnesses
1.	Kiran D/o Sagar Mal R/o Kalba, Nangal Chaudhry, Mahendragarh, Haryana 123023  DIN: 08671692	5000		Signed before me:  CS RAUNAK BANSAL S/O JAISINGH BANSAL R/O F 4/3, VYAS COLONY SHASTRI NAGAR, JAIPUR OCCUPATION: CS  M No 44000 CP 19083
2.	Vishambhar Dayal S/o Mool Chand R/o Kalba, Nangal Chaudhry, Mahehndergarh, Haryana 123023  DIN: 08671693	5000		I WITNESS TO THE SUBSRIBERS, WHO HAVE SUBSCRIBE AND SIGNED IN MY PRESENCE ON 12.07.2022 AT JAIPUR. I HAVE VERIFIED THEIR IDENTITY AND SATISFIED MYSELF OF THEIR IDENTIFICATION PARTICULARS AS FIELD

Place: JAIPUR

DATE: 12.07.2022