

Form No. INC-13

e-MOA (e-Memorandum of Association)

[Pursuant to sections 4 and 8 of the Companies Act, 2013 and rules made thereunder read with Schedule I]

Refer instruction kit for filing the form

All fields marked in * are mandatory



Form language

English Hindi

1 The name of the company is

SMS INCUBATION AND
ENTREPRENEURIAL
FOUNDATION

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

Uttar Pradesh

3 (a) The objects to be pursued by the company on its incorporation are:

(A) Promoting various objectives of School of Management Sciences, Lucknow abbreviated as SMS Lucknow established under The Uttar Pradesh University Act, 1973, as decided and communicated by its Executive Council or their representatives from time to time, which includes but not limited to the following:

(i) Establishing Incubation centers, promoting new technology/knowledge/innovation based startups, building of a vibrant startup ecosystem by establishing network between academia, financial institutions, industries and other institutions, provide training and certification services, services to startups like mentoring, legal, financial, technical services etc, conduct exhibitions, trade fairs or any other value added or promotional activities for startups, students or industry at large as and when required, to provide a platform for research and development by any individual, institution, company or otherwise, to provide incubations services, diligence services, preparing feasibility

reports, facilitating various registration procedures, or any other services which may be required by SMS, Lucknow.

(ii) Nurturing the translation of ideas and innovations emerging from the scientific, technological and knowledge capital, to generate commercial and social impact and to contribute to the economic development and social well-being of the region and country by building the necessary infrastructure for creation and translation of technology to market readiness by supporting adoption of it by existing ventures and creation of startup ventures, hedging their investment/market risk, and by creating networks between academia, industry and financial institutions and providing such assistance as required.

(iii) Fostering the spirit of innovation and entrepreneurship in individuals and groups at National and International level, to address the current and emerging societal needs by providing an effective channel or forum, both online or offline to bridge the gap between scientific research and knowledge creation at SMS, Lucknow and commercialization on the other hand to deliver innovative solutions to the requirements of the market or society at large, after obtaining required approvals from SMS, Lucknow.

(iv) Facilitating co-operation and interaction between academic and industry (specifically between SMS, Lucknow and enterprises, entrepreneurs in various sectors) and promote innovation through formal and informal means, to identify, conceptualize, implement joint projects between companies/ entrepreneurs and faculty/

students of SMS, Lucknow and also provide various management, consultancy, or any other services to SMS, Lucknow to promote their objects or as per the requirements, including the services as mentioned above.

(v) Providing training, education, certifications, short term course, long term courses or otherwise of conduct exhibitions, promotional events/activities or otherwise, in parlance to the objects as Stated above, after obtaining required approvals from SMS, Lucknow.

(vi) Undertaking any or all other lawful things as considered necessary for the furtherance of the above objects, provided that the company shall not support with its fund or endeavor's to impose or on procure to be observed by its member or others any regulation or restrictions which as an object of the company, would make it a trade union.

(vii) Further provided that the Company cannot do anything which is against the objects, Statutes, or interests of SMS, Lucknow or written consent from the Institute has not been received, whenever required.

However, the Company shall apply its profit if any in promoting the aforesaid objects and to prohibit the payment of any dividend to its members.

(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are

a. Raising fund or borrow with or without security in line with the objectives of and repay the same to deposit in banks or otherwise deal with the money or funds of the company and to subscribe for

purchase sell, hold, acquire and negotiate every way shares and security of every descriptions on the money market.

b. To facilitate by way of sales, lease loan charge, mortgage hypothecation pledge exchange, hiring out gift or otherwise with or without security the properties or fund of the company or any portion thereof including the marking or giving subscription contribution or assistance or there otherwise to charitable institutions, educational benevolent, social welfare or other institutional body, person as from time to time may deem necessary.

c. To use all income from property movable or immovable or from the works of people as such whomsoever derived from the object of the company that no portion thereof be distributed amongst his member or staff by way of profit or any other from except remuneration for service rendered to the company.

d. To take financial assistance loan take guarantee from any public charitable institutions trust society and other such organization as the board of directors maintain it beneficial and in the interest of the company for the furtherance of the object of the company

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 and all other permitted foreign countries.

5 (i) The profits, if any, or other income and property of the company, when-so-ever 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 these clauses (iii) and (iv) shall prevent the payment by the company in good faith of prudence 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. **Table applicable to Section 8/ Part I Section 8 company**

B - MEMORANDUM OF ASSOCIATION OF
A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Table A / B / C

(A- MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES/ B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL/ C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING SHARE CAPITAL)

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 the 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 *

The share capital of the company is rupees, divided into

	Shares of	Rupees 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.

12 We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details

S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of equity shares taken	DSC	Dated
1	Name: VED KUMAR Fathers Name: SHIV RAM Address: PLOT NO. 20 KHASRA NO. 310, JAGDAMBA CITY, TAKROHI CHINHAT, LUCKNOW, UP- 226028, INDIA Occupation: ASSISTANT PROFESSOR	AVYPK2291C	0 Equity,0 Preference	Ved Kumar <small>Digitally signed by Ved Kumar Date: 2024.02.16 18:07:55 +05'30'</small>	16/02/2024
2	Name: HEMANT KUMAR SINGH Fathers Name: JAGANNATH PRASAD KANAUJIA Address: H. NO. 10, KEDAR VIHAR, GAUSHALA ROAD, BALAGANJ, LUCKNOW, UP- 226003, INDIA Occupation: HOD (CS&E) & DEAN ENGINEERING	AXBPS1445H	0 Equity,0 Preference	Hemant Kumar Singh <small>Digitally signed by Hemant Kumar Singh Date: 2024.02.16 18:13:09 +05'30'</small>	16/02/2024
3	Name: AMARJEET SINGH Fathers Name: BALESHWAR PRASAD SINGH Address: D-2/497, SECTOR-F, JANKIPURAM, LUCKNOW, UP- 226021, INDIA Occupation: PROFESSOR & HEAD	BFPP56506A	0 Equity,0 Preference	Amarjeet Singh <small>Digitally signed by Amarjeet Singh Date: 2024.02.16 18:08:09 +05'30'</small>	16/02/2024
4	Name: ASHA KULSHRESTHA Fathers Name: R S KULSHRESTHA Address: 33 B EDEN ENCLAVE NEAR SHRASHTI APARTMENT GUDAMBA, KURSI ROAD, LUCKNOW, UP- 226021, INDIA. Occupation: HOD	ATAPK7050K	0 Equity,0 Preference	ASHA KULSHRESTHA <small>Digitally signed by ASHA KULSHRESTHA Date: 2024.02.16 18:13:28 +05'30'</small>	16/02/2024
5	Name: ATUL KUMAR Fathers Name: GHAN SHYAM TIWARI Address: VILL HARDASPUR, POST HASANPUR, SULTANPUR, UP- 228001, INDIA Occupation: ASSISTANT PROFESSOR	DLUPK9415D	0 Equity,0 Preference	Atul Kumar <small>Digitally signed by Atul Kumar Date: 2024.02.16 18:08:29 +05'30'</small>	16/02/2024
Total shares taken			0 Equity,0 Preference		

Signed before me

Membership type of the witness	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	*DSC	Dated
FCS	SHOBHIT RASTOGI	222/42, RAJA BAZAR ROAD, LUCKNOW, UP- 226003, INDIA.	9977	SHOBHIT RASTOGI <small>Digitally signed by SHOBHIT RASTOGI Date: 2024.02.16 18:13:48 +05'30'</small>	16/02/2024