

**THE COMPANIES ACT, 1956  
COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**COASTAL SALINITY PREVENTION CELL**

- I. The name of the Company is " COASTAL SALINITY PREVENTION CELL"
- II. The Registered office of the Company shall be situated in the state of Gujarat.
- III. The objects for which the Company is established are:
  - A. THE MAIN OBJECTS OF THE COMPANY, TO BE PURSUED BY THE COMPANY ARE:**
    1. To promote the activities, to control, mitigate and eliminate salinity ingress into land and water in the coastal states of India and in order that people living in coastal areas get adequate, clean and clear water, access basic needs of life and enjoy adequate livelihood opportunities, leading to the equitable and sustainable development of the coastal region(s) and to take up all conservation measures through rain water harvesting and ground water recharge systems.

No objects of the company shall be carried out without permission of competent authorities whomsoever and no object of the company shall be carried on commercial basis.

## **B. OBJECTS INCIDENTAL OR ANCILLARY TO THE MAIN OBJECTS ;**

1. To network individual(s), group(s), Local body(s), Board(s), Semi-Government body(s), concerned Government department(s), expert(s), corporates and civil society organization(s) - to deal with the problem of coastal salinity along the coastal areas of the country and to strengthen partnerships between government and organisations working in the same field.
2. To facilitate efforts by individuals, groups, concerned departments and civil society organizations, corporates by providing technical and professional support through extension, media exposures, training and education and to undertake activities related to policy advocacy for desirable policy interventions by the concerned departments as well as general policies of the State Government in the areas of water (i.e. water policy), agriculture, industries, land use, Infrastructure etc., as and when necessary for coastal areas focusing people / land to be used for agriculture and other purposes.
3. To generate awareness among people and educate them, directly or through civil society organizations and Panchayat(s), Local Body(s) about the problems of salinity, judicious use of water, water harvesting, improved techniques for judicious use of water and to organize them around these issues;
4. To collaborate and cooperate with other local, regional, national, and international individuals and institutions in the same or related fields.
5. To conduct, promote, administer, maintain, manage institutes such as NGOs, CBOs, trusts, study circles, reading rooms, exhibitions or other related institutes to deal with the problems of salinity.
6. To promote, encourage, aid, finance, organize, undertake and/or otherwise assist in agricultural and allied activities including cultivation of medicinal plants, horticulture, Aquaculture, Pisciculture, floriculture including guidance on changing cropping pattern and other related sciences and to establish, maintain, conduct or otherwise subsidize centers, institutes and render facilities for imparting of theoretical and practical knowledge, research, experiments and training and to undertake and execute scientific and technical tests of all kinds to promote such scientific and technical studies, investigations and researches, holding of lectures, workshops, seminars, meetings, exhibitions, classes and /or conferences, conducted directly or indirectly to advance the cause of education and learning policy advocacy, for design of strategies and actions in all aspects of salinity prevention and mitigation initiatives and also to develop products, material and literature for dissemination of research and improved practices, for effective communication and for awareness, generation, training and capacity building.
7. To establish farm and business information centers, cottage industries, enterprises, agriculture oriented or agricultural based industries and creation of employment opportunities in the rural areas and semi urban areas and to undertake measures for and assist in the promotion of literacy, development of educational awareness and the application of modern, scientific and technical skills in order to improve the quality the socio-economic standards of the population affected by salinity related problems.
8. To encourage, promote, finance including helping the entity in obtaining micro finance, equipment finance and financial planning, assist, undertake, support, and / or subsidize measures, programmes, plans, and schemes to provide services and to act as consultants for environmental development and planning, improvement of habitats, prevention of pollution and /or industrial wastage, and preservation of natural landscapes, forests and animal life or other

works in the field of development of coastal areas which is likely to improve the quality of life of people and / or which are likely to augment the resources of the Coastal Salinity Prevention Cell so as to be utilized for promotion and advancement of cell.

9. To undertake, carryout, engage in, deal with, promote, implement, sponsor and / or assist coastal areas development including any program for promoting the social and economic welfare of, or the uplift of the public in any rural coastal area and to incur any expenditure on any programme of coastal development and to assist any execution and promotion thereof either directly or indirectly or through an independent agency or through associations or institutions which has or have as it's or their object the undertaking of any programme of coastal area development. In the event of any expenditure on coastal areas development resulting in the acquisition or creation of an asset, being building, machinery, plant or furniture, the Company shall have power and authorities to divest the ownership of such asset or property to / or in favour of any public or local body or authority or Central or State Government or public institutions or Trust or Funds or Organizations duly registered under Central or State Laws as may be deemed fit and expedient and for that purpose to effect transfer without consideration or at such fair or concessional value as may be thought fit.
10. To mobilize funds through grants, commodity assistance, Government programmes, fees collected for services rendered or for goods supplied or income investments for fulfilling any of the above objectives.
11. To adopt a demand-responsive, adaptable approach along with community participation based on the empowerment of villagers to ensure their full participation in the project through a decision making role in the choice of the costal salinity prevention, drinking water schemes and other related fields, planning, design, implementation, control of finances and management arrangements.
12. To carry out and enter into all types of public/private contracts in connection with the Main objects.
13. To apply to the government, public bodies, urban, local, municipal, district and other bodies, corporations, companies or other persons, for and to accept grants of money, equipment, land buildings, donation, gifts, subscriptions, and other assistance with a view to promoting the objects of the company and to confirm to the conditions on which such grants and other payments may be received.  
To maintain, control and manage branches or place of activities in India.
14. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
15. To invest the funds of the Company not immediately required in or upon any investments or properties of whatsoever nature and wheresoever situate, including shares, stocks, securities, flats, lands and buildings and to sell, call in vary, exchange or transfer any investment or properties of the Company.
16. To amalgamate, enter into any arrangements for union of interest, co-operation, joint ventures or reciprocal connections with any person or company carrying on or engaged in or about to carry on or engage in or which can be carried on in connection therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and to give or accept by way of consideration for any of the acts or things aforesaid or properties acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain or sell, mortgage and with any shares, debenture-stock or securities so received.

17. To become member of and to communicate with chamber of Commerce and other mercantile and public bodies through out the world and to advise on, concert, promote and support measures for the protection, advancement, growth of commerce and industry and for protection and welfare of persons engaged therein.
18. To apply for tender, purchase or otherwise acquire and contracts, subcontracts, licenses and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake, execute, carry-out dispose of or otherwise turn to account the same.
19. To enter into any Government or authority, municipal, local or otherwise or any person or company that may seem conducive to the company's objects or any of them and obtain from any such Government, authority, person or company any rights, privileges, charters, licenses and concession which the Company may think fit and desirable to obtain and to carry out, exercise and comply therewith.
20. To apply for, purchase or otherwise acquire, use, protect and renew in any part of the world any patents, patent rights, trade-marks, design, licenses, copy rights, concession and the like confirming any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention, which may seem capable of being used for any of the objects of the Company or acquisition of which may seem calculated directly or indirectly to benefit the Company and use, exercise, develop or grant license in respect of or otherwise turn to account the property, rights or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
21. To refer or agree to refer any claims, demands, disputes or any other questions by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third parties to arbitration in India or any places outside India and to observe and perform awards made thereon and to do all acts, deeds, matters and things to carry out or enforce the awards, in accordance with the provisions of Indian Arbitration Act.
22. To purchase or take by way of lease, sub-lease, gift, exchange, hire or otherwise Acquire any movable or immovable property, and in particular any land, buildings, workshops, laboratories, machinery, equipment, furniture, scientific records, experimental data, library, plant, apparatus, appliances and any rights or privileges necessary or convenient for the purposes of the company and contract, erect, alter, improve and maintain any building and to manage, develop, sell, demise, let, mortgage, dispose of, turn to account or otherwise deal with all or any part of the assets and rights of the Company for cash or any other consideration with a view to the promotion of the objects of the Company.
23. To pay all expenses, preliminary or incidental to the setting up of the Company.
24. To use the funds and any of the assets of the Company in the employment of persons of learning or skill, the provision and use of buildings, and purchase and maintenance of instruments, materials and appliances for scientific and industrial research.
25. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and convenience calculated to benefit employees or ex-employees of the institute or the dependents of such persons, and to grant pensions and allowances to make payments toward insurance of such persons and generally to provide for superannuation benefits.
26. To procure the Company to be recognised in any part of India or in any foreign country or place.

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

- C. OTHER OBJECTS : Nil.
- IV. The objects of the Company extend to the whole of India.
- V. (1) The income and property of the Company whensoever and howsoever derived, shall be applied solely in the promotion of its objects as set forth in this Memorandum.
- (2) No portion of the 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 them.
- (3) Except with the previous approval of the Central Government no remuneration or other benefit in money's 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 leased or let to the Company.
- (4) Except with the previous approval of the Central Government no member shall be appointed to any office under the Company who is remunerated by salary, fees, or in any other manner not excepted by sub-clause (3).
- (5) Nothing in this clause shall prevent the payment by the Company in good faith of reasonable remuneration to any of this officers or servants (not being members) or to any other persons (not being a 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 Regional Director, Western Region, Dept. of Company Affairs, Mumbai.
- VII. The Authorised Share Capital of the Company is Rs. 10,00,000/- (Rupees Ten Lac only) divided into 1,00,000 (One Lac ) Equity Shares of Rs. 10/- (Rupees Ten only) each.
- VIII. The liability of the members is limited.
- 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 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 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 not be distributed amongst the members of the Company but shall be given or transferred to such other body having object altogether similar to the objects of the 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.

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 and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names. :-

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Number of Equity Shares taken by each Subscriber	Name, Address, Description, Occupation and Signature of the Common Witness
1.	<p>Apoorva Oza S/o. Ajay Oza 701, Vatsraj Apartment, Jodhpur Road, Sattelite, Ahmedabad-380015. Service Passport No. : E9613017 Pan No. : AAPLPO2483M</p> <p style="text-align: right;">Sd/-</p>	<p>20000 (Twenty Thousand)</p>	<p>Common witness to both the subscribers Sd - Bhawsagar Singh Munjal S/o. Late Bhupendra Singh J. Munjal ET-22 36. Sector-E, Opp. Main Water Tank, Sterling City, Bopal, Ahmedabad-58. Practicing Chartered Accountant M.No. 41305</p>
2.	<p>Haribhai R. Mori S/o. Ranabhai Mori GEB Society, By Pass Road, Kodinar, Gujarat-362720. Service Passport No. : F9575649 Pan No. : ACUMP6754H</p> <p style="text-align: right;">Sd/-</p>	<p>20000 (Twenty Thousand)</p>	
Total		<p>40000 (Forty Thousand Only)</p>	

Place : Ahmedabad  
Date : 7th January, 2008