

Form No. INC-13

Memorandum of Association

[Pursuant to rule 19(2) the Companies (Incorporation and incidental) Rules, 2014

1. The name of the company is **"TELEMATICS ASSOCIATION OF INDIA"**.
2. The registered office of the company will be situated in the State of **Delhi**.
3. The objects for which the company is established are:
 - I. To promote healthcare, mental health and wellness, education, social, urban and rural empowerment, to work towards sustainable development goals on non-profit basis, working with government and non-government organization and all the sections of society.
 - II. To constitute and maintain a Central and/or Zonal Organisation for co-operation among all those engaged as embedded design house / manufacturer of Vehicle Tracking System, AIS 140, IOT devices, any other government mandated telematics devices and its accessories for working with government and non-government organization and all the sections of society.
 - III. To further mutual assistance on technical and industrial problems and to make representations to Government Departments and Officials upon inspection, production, specification of material and such like matters pertaining to the telematics and telematics ancillary industries.
 - IV. To establish and promote effective liaison between telematics device design house / manufacturers on the one hand and the telematics ancillary industries on the other, with a view to ensure that the products of the latter are purchased by the former for use as original equipment for social benefits.
 - V. To develop the growth and maintain the efficiency of the telematics and telematics ancillary industries for social benefits.

- VI. To encourage friendly feeling and unanimity amongst the manufacturers of telematics and telematics ancillary on all subjects connected with their common good.
- VII. To work for the welfare of animals through the medium of humane and animal welfare education and to sow seeds of empathy towards people, compassion towards animals and a respect for the environment. To connect and empower animal protectors to achieve animal rights by advocacy and capacity building, to create a high-impact, well-connected movement at all levels which will continually address ongoing animal issues.
- VIII. To promote behavioral change in society with sole object of promoting the development in the world and well-being of urban and rural people. None of the objects of the company will be carried out on commercial basis.
- IX. To associate itself with any other institution, society or association having objectives wholly or in part similar to those of this and to cooperate with any person or body of person in furtherance with such objectives.
- X. To support people and other organizations in their organization development through facilitating workshops, trainings and mentoring them.
- XI. To collaborate, tie up, joint ventures etc., with other Societies/organizations pursuing the objective similar to those of the Foundation on non-commercial basis and to participate in Central & state Government schemes and implementing thereof, for betterment of the Society.
- XII. To arrange for providing coordination and imparting training in the relevant skills, participating in Government projects and providing entrepreneurship skills to artisans, students, children and help them in setting up self employment ventures on non-commercial basis.

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, when so ever derived, shall be applied, solely for the promotion of it subjects 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 submitted to and approved by the Registrar.

7. The liability of the members is limited.

8. Every member of the Association undertakes to contribute to assets of the Association in the event of the same being wound up, during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceased to be a member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributors amongst themselves, such amounts as may be required not exceeding Rupees twenty five.

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.