

**Memorandum of Association**  
**of**  
**Kerala Infrastructure and Technology for Education**

1. The name of the company is “**Kerala Infrastructure and Technology for Education**”

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

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

1. To foster, promote and implement modernization of educational institutions in the State of Kerala, owned by the state or run under the aid of Government, through providing infrastructure including Information & Communication Technology Infrastructure, Capacity Building, Content Development, Connectivity, e-learning, satellite based education, support and maintenance mechanism, E-Governance or other related activities.
2. To implement up gradation of the Government sector educational institutions on par with international standards in terms of infrastructure, facilities, resources, curriculum, pedagogy etc.
3. To formulate and implement projects for the use of information and communication technology as a tool for the improvement of the education quality in the State of Kerala.
4. To act as advisor or consultant to the government and private sector in improving education quality through information and communication technology.

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

1. To do all such other lawful things as considered necessary for the furtherance of the main objects.

Provided that the company shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the company would make it a trade union

4. The objects of the company shall extend to the State of Kerala in particular and whole of India in general.

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.

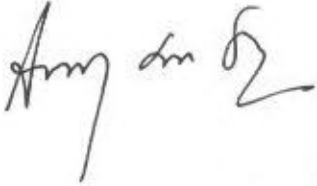
(iv) Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.

(v) Nothing in clauses (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 State Government and the Registrar of Companies and, in case of enjoying benefit of tax exemptions under Income Tax Act, the jurisdictional Commissioner of Income Tax.
7. The liability of the members is limited to the amount unpaid, if any, on the shares held by them.
8. The share capital of the company will consist of Rs. 5,00,00,000/- (Rupees Five crores only) divided into 5,00,000 (Five Lakhs) equity shares of Rs.100/- ( Rupees One hundred only) each.
9. a) 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.  
  
b) 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 the approval of Government of Kerala and subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Insolvency and Bankruptcy Fund formed under section 224 of the Insolvency and Bankruptcy Code, 2016.
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, addresses, descriptions and occupations are hereunto subscribed are desirous of being formed into a company not for profit, in pursuance of this Memorandum of Association

Sl. No.	Name, Address, Description and Occupation of the Subscribers	No. of shares taken by each subscriber	Signature of the Subscriber
1.	<p>Governor of Kerala  Represented  by: Secretary,  General Education  Department to  Government of Kerala  Thiruvananthapuram</p> <p>Dr. Usha Titus  D/o Dr. Thomas P.A,  5/16 Railway Officers  Enclave, Behind  Sanskriti School,  Chanakyaपुरी  New Delhi - 110021  (Government Servant)  Aged : 56 years</p>	<p>4,99,999  (Four lakhs  ninety  nine  thousand  nine hundred  and  ninety  nine)</p>	<p><u>Jone</u></p>

2.	ANVAR SADATH KUNNASSERI S/o MR. ABDULLA KUNNASSERI XV/1006, THAYAL NEDUMPARA KARAKULAM P.O., TRIVANDRUM - 695564 ( Executive Director, IT @ School and Special officer, Govt of Kerala ) Aged 43 years	1 (One)	
	Total Number of shares	5,00,000 (FIVE LAKH)	

Witness Statement

Dated 18<sup>th</sup> July 2017.

Witness to the above two signatures at Thiruvananthapuram.

I witness to subscribers, who have subscribed and signed in my presence on 18<sup>th</sup> July 2017 at Thiruvananthapuram; further I have verified their Identity Details (ID) for their identification and satisfied myself of their Identification particulars as filled in.

Name: CA. I. JAYASINDHU

D/o. C. JAYASENAN NAIR

Address: "SRIDHAR & CO", CHARTERED ACCOUNTANTS

"SREENIDHI", TC 37/275, FORT PO, THIRUVANANTHAPURAM 695023

PRACTICING CHARTERED ACCOUNTANT- MEMBERSHIP No. 205660

