

Form No. INC-13



Form language

☒ English

☐ Hindi

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*

1 The name of the company is

KAUSER FOUNDATION

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

West Bengal

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

1. To provide educational support services including coaching, tutoring, mentoring, academic assistance, guidance and counselling to students and learners.
2. To develop and provide learning materials, digital education platforms, online courses, skill development programs and educational content.
3. To conduct training programs, seminars, workshops, awareness campaigns and capacity-building initiatives in the field of education and skill development.
4. To provide career guidance, vocational training, employability skills and professional development services.
5. To undertake social welfare and community development activities for upliftment of underprivileged, economically weaker sections, women, children, senior citizens and marginalized groups.
6. To promote education, literacy, skill development and social awareness through

outreach programs, support initiatives and collaborations.

7. To provide non-institutional support services such as scholarships, mentorship, digital access, educational aid and community-based learning.

8. To collaborate with government authorities, NGOs, institutions and other organizations for carrying out educational and social development programs.

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

1. To provide food, clothes, education and training, housing, healthcare, ambulance services, asylum, drinking water, legal aid and awareness to and to work for the development of tribal, poor, women, disabled, older, children and other deprived sections of society.

2. To carry on the environmental, religious and cultural awareness, preservation and development activities.

3. To organize awareness campaigns including campaigns on water and soil preservation, various diseases and mass marriage programmes.

4. To establish and run hospitals, schools, colleges, blood banks, research centers and de-addiction centers.

5. To establish, manage, and operate elder care homes that provide a safe, supportive, and caring environment for the elderly.

6. To establish and operate charitable hospitals, clinics, and laboratories, providing aid and support to these institutions.

7. To conduct and organize General Medical Checkup Centers and Health

Care Camps.

8. To receive grants, donations, subscriptions and financial assistance from individuals, institutions, government authorities and other lawful sources for the purpose of achieving the objects of the Company, and to establish, operate and maintain offices, training centres and digital platforms as may be necessary for effectively carrying out its activities.

9. To appoint and engage staff, trainers, consultants and other professionals required for the efficient functioning of the Company, and to undertake all such lawful acts, deeds and things as are incidental or conducive to the attainment of its main objects. To establish offices, training centres and digital platforms for achieving the above objects.

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, 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 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. Table applicable to Section 8/ Part I Section 8 company

A - MEMORANDUM OF ASSOCIATION OF
A COMPANY LIMITED BY SHARES

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

1500000

rupees, divided into

150000	Equity Share	Shares of	10	Rupees each	
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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	MOHAMMAD SHAHID IMAM SWAPNOTARI APT C BLOCK, ATGHARA RAJARHAT MAIN ROAD Rajarhat West Bengal 700136 Rajarhat Gopalpur North 24 Parganas India	A*P*I*3*5*	5000 Equity,0 Preference		09/05/2026
2	KAUSER KHUSTABA VILL-BIJAURA, P.O: MOKAR, P.S: BHAGWANGUNJ PATNA, NADAUL, BIHAR Masaurhi Bihar 804454 Nadaul Patna India	C*D*K*6*6*	95000 Equity,0 Preference		09/05/2026
Total shares taken			100000 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
	MD INTEKHABUDDIN	41G TOPSIA ROAD SOUTH KOLKATA, 2ND FLOOR, KOLKATA- 700046, ADVOCATE, COP/2025/20000 07	A*S*U*6*8*		09/05/2026