
MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

DEEJAY AGRI SUPPORT FOUNDATION

CIN No. U74900KA2014NPL077322



GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Bangalore
E' Wing , 2nd Floor , Kendriya Sadana , Koramangala

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 of the Companies (Incorporation) Rules, 2014]

I hereby certify that Deejay Agri Support Foundation is incorporated on this Eighteenth day of November Two Thousand Fourteen under the Companies Act, 2013 and that the company is limited by guarantee.

The CIN of the company is U74900KA2014NPL077322.

Given under my hand at Bangalore this Eighteenth day of November Two Thousand Fourteen.

Validity unknown

Digital Signature of
Geetha Mahalakshmi K
Date: 20/11/2014
18:43:34 GMT+05:30

K GEETHA MAHALAKSHMI
Assistant Registrar of Companies
Karnataka

Mailing Address as per record available in Registrar of Companies office:

Deejay Agri Support Foundation
SHALOM, NO.16, CONVENT ROAD,
BANGALORE - 560025,
Karnataka, INDIA





GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Office of the Registrar of Companies, Registrar of Companies, Karnataka
E' Wing , 2nd Floor , Kendriya Sadana , Koramangala , Bangalore - 560034, Karnataka, INDIA

License under section 8 (1) of the Companies Act, 2013
[Pursuant to rule 20 of the Companies (Incorporation) Rules, 2014]

Section 8 Licence Number : 104630

WHEREAS it has been proved to my satisfaction that the DEEJAY AGRI SUPPORT FOUNDATION an association of persons to be registered as a company under the Companies Act, 2013, for promoting objects of the nature specified in clause (a) of sub-section (1) of section 8 of the said Act, and that it intends to apply its profits, if any, or other income and property in promoting its objects and to prohibit the payment of any dividend to its members;

NOW, THEREFORE, in exercise of the powers conferred by section 8 of the said Act, I, the Registrar at Bangalore, hereby grant, this license, directing that the said association of persons be registered as a company with limited liability without the addition of the word "Limited", or as the case may be, the words "Private Limited" to its name, subject to the following conditions, namely: -

(1) that the said company shall in all respects be subject to and governed by the conditions and provisions contained in its memorandum of association;

(2) that the profits, if any or other income and property of the said company, whenever derived, shall be applied solely for the promotion of the object as set forth in its memorandum of association and that no portion thereof 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 said company or to any of them or to any person claiming through any one or more of them;

(3) that no remuneration or other benefit in money or money's worth shall be given by the company to any of its members 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;

(4) that 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;

(5) that nothing in clauses (3) and (4) 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) that no alteration shall be made to the 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 Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects; and

(8) that, without prejudice to action under any law for the time being in force, this license shall be liable to be revoked, if the company:

(a) contravenes any of the requirements of section 8 of the Act or the rules made thereunder or any of the conditions subject to which a license is issued;

(b) if the affairs of the company are conducted fraudulently or in a manner violate the objects of the company or prejudicial to public interest.

Dated this Tenth day of November Two Thousand Fourteen.

Deejay Agri Support Foundation

Form No. INC-13

MEMORANDUM OF ASSOCIATION

[Pursuant to rule 19(2) the Companies (Incorporation) Rules, 2014].

MEMORANDUM OF ASSOCIATION OF Deejay Agri Support Foundation- A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

1st The name of the company is "Deejay Agri Support Foundation".

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

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

1. To help small and medium farmers move from poverty to middle income group through sustainable agriculture practices.
2. To create financial security to the farming community there by achieving poverty reduction.
3. Creating sustainable lifelong income sources to the small and marginal farmers through agriculture.
4. Supporting the small farmers and farmer groups with input sourcing, help and service in agronomical practices, help raise finances, help in education of new technological developments, helping in marketing of agri produce of the farmers, helping in creating linkages etc.

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

- (i) To develop a skill development plan for farmers.
- (ii) To set skills/competency standards and qualifications in consonance with the Sector norms.
- (iii) To plan and execute training of trainers.
- (v) To facilitate in standardizing the affiliation and accreditation process for the Sector.
- (vi) To coordinate participation of social partners, employers in the private sector, training providers, professional societies and NGOs/civil society groups in the process of skill development for the Sector.
- (vii) To identify the skill development needs of the Sector, review international trends in Sector skill development and identify Sector skill gaps and technology.

- (viii) To do and undertake the task of educational and vocational skill upgrade for the Sector.
- (ix) Facilitate in setting up a robust and stringent certification and accreditation process for the Sector to ensure consistency and acceptability of standards.
- (x) To participate in the affiliation, accreditation, examination and certification.
- (xii) To work with global consultants, universities, institutions, Sector associations as well as experts from national and international agencies associated with research and development, training, skill development, course accreditation or other required specializations in the Sector.
- (xiii) To liaise and collaborate with various associations in the Sector or otherwise by suitable means (memorandum of understanding, collaboration agreements, partnering arrangements and others) for course content development, teaching and training, arrangement of apprenticeships and research within the Sector.
- (xiv) To recruit trained manpower and source trainers and experts to ensure adequate participation by them in achieving the objects of the Company.
- (xv) To devise the establishment, development and operation of new centres, their governance, accreditation, inter-centre linkages.
- (xvi) To accept grants, donations, assistance from public bodies, corporations, companies or persons or trusts and foundations for the purposes of achieving the objects of the Company and to manage efficient, effective and permissible fund flow and fund utilization in consonance with the objects stated herein.

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 endeavour 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.

4th The objects of the company extend to the India.

5th (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 an persons claiming throughany 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. th 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 ROC of Karnataka.

7.th The liability of the members is limited.


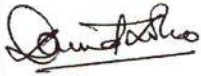


8.th [FOR COMPANIES LIMITED BY GUARANTEE]

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 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. 50,000.

9. th 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. th 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.

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:

Name, Address, Description and Occupation of Subscribers	Photo	Signature of each Subscriber	Signature, Names, Addresses, Descriptions and Occupation of Witness
<p>Mr: DAVID JONATHAN LOBO S/O(Late) F. X. LOBO "SHALOM" NO. 16, CONVENT ROAD BANGALORE 560025 OCCUPATION - BUSINESS</p>			<p>Both the subscribers signed before me. I witness to subscribers who have subscribed and signed in my presence on 25th September 2014 at Bangalore. Further I have verified their identity details (ID) for their identification and satisfied myself of their identification particulars as filled in <u>Pradeep K.</u> Pradeep B. Fulltime s/o. B.V. Fulltime No. 33/1-A, SPL Sree Theertha Apartment 1st floor, 27th Cross, Malleshwaram Bangalore - 560025 Practising Company Secretary FCS 7360 CP No. 7835</p>
<p>DR. ALMA LOBO D/O. (LATE) V.P. CORDEIRO "SHALOM" NO. 16, CONVENT ROAD BANGALORE - 560025 OCCUPATION - BUSINESS</p>			

Dated this 25th day of September 2014
 Bangalore

Deejay Agri Support Foundation

TABLE - H

ARTICLES OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

Interpretation

I. (1) In these regulations—

- (a) "the Act" means the Companies Act, 2013;**
- (b) "the seal" means the common seal of the company.**

(2) Unless the context otherwise requires, words or expressions contained in these regulations shall have the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

PRIVATE COMPANY

- 1. The Company is a Private Company Limited by guarantee and not having Share Capital:**
 - i. restricts the right to transfer membership ;**
 - ii. limits the number of its members to two hundred:**

Provided that---

- (a) persons who are in the employment of the Company, and**
 - (b) persons who having been formerly in the employment of the company were members of the Company while in that employment and have continued to be members after the employment ceased, Shall not be included in the number of members; and**
- iii. prohibits any invitation to the public to subscribe for any securities of the company;**

Members

- II. 1. The number of members with which the company proposes to be registered is hundred, but the Board of Directors may, from time to time, whenever the company or the business of the company requires it, register an increase of members.**
- 2. The subscribers to the memorandum and such other persons as the Board shall admit to membership shall be members of the company.**

General meetings

3. All general meetings other than annual general meeting shall be called extraordinary general meeting.

4. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

5. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

6. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

7. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

8. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of meeting

9. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

10. Every member shall have one vote.
11. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
12. No member shall be entitled to vote at any general meeting unless all sums presently payable by him to the company have been paid.
13. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
14. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:
- Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
15. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
16. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

Board of Directors

17. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.
- (i) DAVID JONATHAN LOBO
- (ii) ALOMA LOBO

- 18. (i)** The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (ii)** In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
- (a)** in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
- (b)** in connection with the business of the company.

Proceedings of the Board

- 19. (i)** The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii)** A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- 20. (i)** Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii)** In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
- 21.** The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
- 22. (i)** The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii)** If no such chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their members to be Chairperson of that meeting.
- 23. (i)** The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii)** Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

- 24. (i)** A committee may elect a Chairperson of its meetings.
- (ii)** If no such Chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
- 25. (i)** A committee may meet and adjourn as it thinks proper.
- (ii)** Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the chairman shall have a second or casting vote.
- 26.** All acts done by any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
- 27.** Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be as valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.


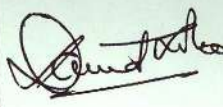


***Chief Executive Officer, Manager, Company Secretary or
Chief Financial Officer***

- 28.** Subject to the provisions of the Act,—
- (i)** A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board.
- (ii)** A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- 29.** A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

The Seal

30. (i) The Board shall provide for the safe custody of the seal.

(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

Name, Address, Description and Occupation of Subscribers	Photo	Signature of each Subscriber	Signature, Names, Addresses, Descriptions and Occupation of Witness
<p>Mr. DAVID JONATHAN LOBO B/o (Late) F. X. LOBO " BHALOM" NO: 16, CONVENT ROAD BANGALORE 560025 OCCUPATION - BUSINESS</p>			<p>Both the subscribers signed before me I witness to the subscribers who have subscribed and signed in my presence on 25th September 2014 at Bangalore. Further I have verified their identity details (ID) for their identification and satisfied myself of their identification particulars as filled in <u>Form 1</u>.</p> <p>Pradeep B. Kulkarni S/O. B.V. Kulkarni No. 53/1-7, 9L Sr. Theertha Apartments 1st floor, 17th Cross, Malleshwaram Bangalore 560055 Practising Company Secretary FCS 7260 CP No. 2835</p>
<p>DR ALMA LOBO D/o. (LATE) V.P. CORDEIRO " SHALOM" No 16, CONVENT ROAD BANGALORE - 560025 OCCUPATION - BUSINESS</p>			

Dated this 25th day of September 2014
Bangalore