

**THE COMPANIES ACT, 2013**

**U/S. 8 OF THE COMPANIES ACT, 2013**

**COMPANY LIMITED BY SHARES**

**AND**

**HAVING SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**SPPU EDUTECH FOUNDATION**

**PRELIMINARY**

**1.1** The Clauses contained in Table 'F' in the Schedule I to the Companies Act, 2013 shall apply to the Company except to the extent they are expressly or impliedly excluded or modified by the Articles.

**GENERAL**

**2.1** The name of the Company is 'SPPU EDUTECH FOUNDATION' (hereinafter referred to as the 'Company').

**2.2** The 'SPPU EDUTECH FOUNDATION' is registered as a company under section 8 of the Companies Act, 2013 (18 of 2013).

**DEFINITIONS AND INTERPRETATION**

**3.1 Definitions**

In the interpretation of these Articles, the following words and expressions shall have the following meaning unless there is something in the subject and context inconsistent herewith:

- (a) **“Act”** means the Companies Act, 2013, Rules and any notifications thereunder including any alteration/modification/re-enactment thereof for the time being in force. (herein after called **“the Act”**);
- (b) **“Article(s)”** or **“These Articles”** shall mean the Articles of Association of the Company and include the amendment made therein from time to time.;
- (c) **“Bye Laws”** mean the Bye Laws framed by the Board of Directors in accordance with the power conferred under these Articles.
- (d) **“Board”** or **“Governing Board”** means the Board of Directors or Board of the Company as defined under clause (10) of section 2 of Companies Act, 2013 (18 of 2013);
- (e) **“Company”** means the SPPU EDUTECH FOUNDATION;
- (f) **“Director(s)”** means any person appointed as Director(s) of the Company;
- (g) **“General Meeting”** means a general meeting of the Shareholder Members held in accordance with the provisions of the Act;
- (h) **“Shareholder Member”** means the Savitribai Phule Pune University and includes nominees appointed by it from time to time under the provisions of the Act;
- (i) **“University”** means Savitribai Phule Pune University.
- (j) **“Year”** means the financial year being the period in respect of which the accounts of the Company are made up whether the period is twelve months or not.
- (k) **“Person/s”** includes corporation/s as well as individual/s.
- (l) **“the seal”** means the common seal of the company.

### **3.2 Interpretation**

A. Any reference in these Articles to –

- (a) any gender, whether masculine, feminine or neuter, shall be deemed to be referring to the other gender or genders, as the case may be;
- (b) Words and expressions contained in the Articles shall have the same meaning as in the Companies Act, 2013 or any statutory modification thereof unless the context otherwise requires; and

(c) Words and expressions which have special meaning assigned to them in the Act shall have the same meaning in the Articles.

#### **PRIVATE COMPANY**

4. The Company is a not for profit Company, operating as a "private company" within the meaning of Section 2 (68) of the Act

"Private company" means a company having a minimum paid-up share capital as may be prescribed, and which by its articles],—

- (i) restricts the right to transfer its shares;
- (ii) except in case of One Person Company, limits the number of its members to two hundred:

Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:

Provided further 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;

#### **GOVERNING BOARD OR BOARD OF DIRECTORS**

5. The Governing Board shall comprise of not more than 15 Directors.

6. The Board of Directors shall consist of the following:

- a) Vice Chancellor of the University.
- b) Registrar of the University
- c) Director IT Services of the University

The Directors mentioned at (a), (b) and (c) are the Ex-Officio Directors of the Company, by virtue of their office in the University. The Ex-Officio Directors shall hold office of the Company so long as they hold these offices in the University or till such date the University communicates to the Board in writing, provided that such date shall not be later than 3 months from the date on which ex-Officio director ceases to hold respective office in the University.

7. As on the day of adoption of these Articles the following are the First Directors of the Company:

- a) Dr. Nitin Raghunath Karmalkar s/o Mr. Raghunath Karmalkar in the capacity of Hon'ble Vice Chancellor of the University
- b) Dr. Prafulla Arjun Pawar s/o Mr. Arjun Pawar, in the capacity of Registrar of the University
- c) Dr. Dilip Govind Kanhere s/o Mr. Govind Kanhere in the capacity of Director IT Services of the University

In addition to above, the director(s) of the Company shall be appointed in accordance with the provisions of the Act.

8. Shareholder Member has an exclusive right to nominate directors on the Board and may also decide the period for which they shall hold office.

#### **FILLING OF CASUAL VACANCY IN THE BOARD**

9. Any casual vacancy arising in the Board due to vacation of office of any one or more of the Directors, either due to disqualification or due to withdrawal of nomination by the shareholder or otherwise, in accordance with these articles shall be filled by the Directors on the basis of nomination received from the shareholder member.

#### **VACATION OF OFFICE BY A DIRECTOR OF THE BOARD**

10. A director of the Board shall vacate office in terms of the provisions of section 167 of the Companies Act, 2013.

#### **MEETING OF THE BOARD**

11. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

12. A director may at any time, summon a meeting of the Board and cause the Secretary or any other authorised person to issue notice for the same.

13. A meeting of the Board shall be held at least once in every six calendar months.

14. Subject as aforesaid the Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings, as it thinks fit.

15. The company may pay sitting fee to the Directors such sum as may be decided by the Governing Board for attending meetings of the Board or Committees thereof, not exceeding the limits prescribed under the Companies Act, 2013, read with Rules made thereunder.

16. Notice of every meeting of the Board shall be given of not less than 7 days in writing to every Director for the time being in India at his usual address in India, unless a shorter notice is agreed to by majority of directors on the Board for the time being.

17. The quorum for a meeting of the Board shall be as per the provisions of Section 174 of the Act or any amendments thereof.

18. Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

19. 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.

### **COMMITTEES**

20. The Governing Board shall constitute one or more Committee(s), Advisory Committee and the Rules, Other committees as may be decided by Governing Board from time to time for the furtherance of its objectives.

21. The terms of reference of these Committees shall be as provided in the model bye laws and such other functions as may be specified by the Governing Board.

22. The Board may, subject to the provisions of the Act, delegate any of its powers to or appoint for any special purposes committees and the committees so formed shall conform to any regulations that may from time to time be imposed upon it by the Board and shall consist of such Director or Directors of its body as it thinks fit.

23. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations and conditions that may be prescribed on it by the Board.

24. The meetings and proceeding of any committee shall be governed by the provision contained herein for regulating meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by any regulation made by the Board.

25. A committee may meet and adjourn as it thinks proper.

26. Questions arising at any meeting of a committee shall be determined by a majority of votes of the directors present, and in case of an equality of votes, the chairman shall have a second or casting vote.

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.

#### **ADVISORY COMMITTEE**

28. (1) The Governing Board may form an Advisory Committee of such numbers directors and/ or such experts as may be selected by the Governing Board to advise on any matters pertaining to-

- (a) furtherance and implementation of objectives of the Company;
- (b) development of standards and best practices in respect of educational technology and research culture; and
- (c) effective and efficient implementation of Company's policies.
- (d) such other mandate and scope enumerated by the Governing Board.

29. The Advisory Committee may meet at such places and times as the Governing Board may provide.

#### **ACTS OF BOARD OR COMMITTEE VALID NOTWITHSTANDING INFORMAL APPOINTMENT**

30. 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.

#### **POWERS OF THE BOARD**

##### **General Power of the Board**

31. The Board may exercise all such powers of the Company and do all such acts and things as are meant by the Act or by the Rules made thereunder, any other Act or by the Memorandum or by the Articles of the Company except those powers and acts required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, to the provisions of the Act, or any other Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if the regulation had not been made.

#### **RIGHT OF SHAREHOLDER MEMBERS**

32. The Shareholder Member shall hold and continue to hold entire share capital of this Company either on its own name or through its nominees.

33. The Shareholder Member has exclusive right to change the nomination as shareholders of the Company to hold shares on its behalf.

34. Shareholder Member has exclusive right to nominate or withdraw the nomination of directors on the Board of the Company.

35. The changes in the nomination of shareholders or directors is to be communicated to the Company in writing and has an effect from the date mentioned in the communication.

36. Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every shareholder, at his request, within seven days of the request, on payment of such sum as may be prescribed.

37. The official representative of the shareholder member and its nominees shall have the right to receive the notice of Annual and other General Meetings.

#### **GENERAL MEETINGS**

38. All General Meetings other than Annual General Meeting shall be called Extraordinary General Meeting.

39. The Board may, whenever it thinks fit, call an Extraordinary General Meeting.

40. The Annual General Meeting can be called to be convened and held on any day that is not a National Holiday, in the city of Registered Office and during the working hours of the Company provided the time, date and place of each such meeting is decided in advance by the Board having regard to the directions, if any, given in this regard by the Company in General Meeting.

41. A General Meeting may be called by giving a notice in writing of not less than 14 days. However, the same can be convened at a shorter notice if consent is given for the same, in writing or by electronic mode, by not less than 95% of the members entitled to vote at such meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

42. No business shall be transacted at any General Meeting unless a quorum of Shareholder Members is present at the time when the Meeting proceeds to business.

43. Save as otherwise provided herein, two persons present in person shall be the quorum for the General Meetings.

44. If within half an hour from the time appointed for holding a meeting a quorum is not present, the meeting shall stand adjourned to the same day next week, at the same time and place, or to such other day and at such other time and place as the Board may determine.

45. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the shareholder members present shall be the quorum.

46. The Chairperson, if any, of the Board shall preside as Chairperson at every General Meeting of the Company.

47. If there is no such Chairperson, or if he is not present within 15 (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 Board members to be Chairperson of the meeting.

48. If at any meeting no Director is willing to act as Chairperson or if no Director is present within 15 (fifteen) minutes the shareholder members present shall choose one of their members to be Chairperson of the Meeting.

#### **ADJOURNMENT OF GENERAL MEETING**

49. 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.

50. No business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

51. When a Meeting is adjourned for 30 (thirty) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting.

52. 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.

#### **MINUTES OF GENERAL MEETING**

53. The Company shall cause minutes of all proceedings of every General Meeting to be kept by making, within 30 days of the conclusion of every such meeting concerned, entries thereof in books or loose leaf binders kept for the purpose with their pages consecutively numbered.

54. Each page of every such book/loose leaf binder shall be initialled or signed and the last page of the record of proceedings of each meeting in such book/binder shall be dated and signed by the Chairman of the same meeting within that aforesaid period of 30 days or in event of the death or inability of that Chairman, within that period, by a member of the Board duly authorised by the Board for the purpose.



55. In no case the minutes of proceedings of a meeting shall be attached to any such book loose leaf binder as aforesaid by pasting or otherwise.

56. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

57. The minutes of proceedings recorded in the book/binder shall be conclusive evidence of the proceedings at the meeting.

58. The book/binder containing the minutes of proceedings of General meetings shall be kept at the registered office of the Company and shall be open, during business hours, for such periods, not being less in the aggregate than two hours in each day as the Board may determine, to the inspection of any member without charge.

### **VOTING RIGHTS**

59. Subject to any rights or restrictions for the time being attached to any class or classes of shares, --

- (a) on a show of hands, every member present in person shall have one vote; and
- (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

60. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

61. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

62. 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

63. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

64. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid

65. (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.

### **ACCOUNTS**

66. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of shareholder Members not being Directors.

67. The provisions with regard to Membership (including non-voting members or nominal members)- eligibility for enrolment, process of enrolment as member, membership fee, register of members, duties of members, monitoring mechanism for members, grievance redressal mechanism, disciplinary proceedings, surrender of membership and expulsion from membership shall be as specified in the Model Bye laws.

### **RIGHT TO INDEMNITY**

68. Every Director of the Company or a committee thereof, or other Officer or servant of the Company shall be indemnified out of the assets of the Company to pay, all costs, losses and expenses, which any such person may incur or become liable for by reason of any contract entered into, or act or thing done by him in any way in the discharge of his duties, including travelling expenses, and in particular and so as not to limit the generality of or the foregoing provisions against all liabilities incurred by such Director of the Company committee thereof, Manager, Officer or Servant, or Auditor in defending any proceeding, whether civil or criminal in which any judgment is given in his favour or in which he is acquitted, or in which relief is granted to him by the court, and the amount for which such indemnity is provided and have priority as between the members over all the claims.

### **DIRECTORS OF THE BOARD ETC. NOT RESPONSIBLE FOR ACTS OF OTHERS**

69. No Director of the Company or a Committee thereof, or other Officer or servant of the Company shall be liable (otherwise than through any negligence, default, misfeasance, breach of duty or breach of trust on his part) for the Acts, receipts or defaults of any other Director or members of a Committee, or officers or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Board for and on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss occasioned by any error of judgment or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office, or in relation thereof.

### **AUTHORISATION THROUGH ARTICLES**

70. Where it has been provided that Company shall have any right, privilege or authority or that Company cannot carry out any transaction unless it is so authorized by its Articles, then and in that case Article hereby authorizes and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any other specific Article in that behalf herein provided.

### **NOMINATION BY SHAREHOLDER MEMBER**

71. All the directions of Shareholder Member / University as provided in these Articles in respect of nomination of any person for admission to the membership of the Company or appointment to the Board or withdrawal from the Board or amendments to the Rules and other matters envisaged in these Articles shall be acted upon if they are conveyed in writing, either through physical mode or electronic mode.

### **THE SEAL**

72. (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.

### **CONFLICTS OF INTEREST**

73. Directors must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared, provided that the terms and conditions of the contract or arrangement exceeds one lakh rupees and absents himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any financial interest). Any Director absenting himself or herself from any discussions in accordance with this clause must not vote or not be counted as part of the quorum in any decision of the Company on the matter.

74. The Board of Directors may, in its discretion, approve by majority a conflict of interest policy to protect the Company's interest when it is contemplating to entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Company or might result in a possible excess benefit transaction.

### **BYE-LAWS**

75. The Board of Directors shall have power from time to time to make, alter, modify and repeal all such Bye-Laws, not inconsistent with the Memorandum of Association and these Articles as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and that it may by such Bye-Laws regulate.

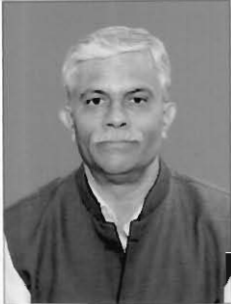


### **WINDING UP**



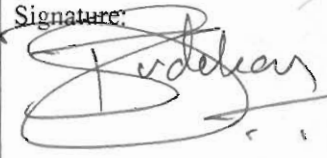
76. If upon a winding up or dissolution of the Company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the Company but shall be given or transferred to such other Company having objects similar 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.

### **AMENDMENTS**

77. These Articles of Association or any alteration or modification thereto that may be made from time to time in conformity with the Companies Act, 2013 for the time being in force, subject to the approval of the Central Government.

We, the several persons whose names, addresses, description and occupations are hereunder subscribed are desirous of being formed into a Company not for profit in pursuance of this Articles of Association:

SL. No.	Names, Addresses, Descriptions of the Subscribers	Signatures of the Subscribers	Name, Address, Occupation of the Witness to the Signature
1.	<p><b>Name:</b> Savitribai Phule Pune University having campus at Ganeshkhind, Pune, Maharashtra 411007 through its authorized representative</p> <p><b>Name:</b> Dr. Nitin Raghunath Karmalkar S/o Mr. Raghunath Karmalkar</p> <p>Vice Chancellor</p> <p><b>Address:</b> Flat No. 48, RatanKrupa Apartment, Pashan Sus Road, Near Sai Chowk Pashan Pune 411021</p> <p><b>Occupation:</b> Service</p> 		<p>Witness to All</p> <p>I witness to subscribers who have subscribed &amp; signed in my presence on <u>01/03/19</u> at <u>Pune</u>, further I have verified their identity details for the identification and satisfied myself of their identity particulars as filled in</p> <p><b>Name:</b> Devesh Tudikar</p> <p><b>Address:</b> A-5, Snehal Classique, shree Saraswati Hsg. Soc., Shivajinagar, Pune: 411005</p> <p><b>Occupation:</b> Practicing Company Secretary</p> <p><b>Signature:</b></p> 

<p>2. <b>Name:</b> Dr. Prafulla Arjun Pawar S/o Mr. Arjun Pawar</p> <p>Registrar</p> <p><b>Address:</b> Flat No.301. Chintan Apartment, S.No.82/1/8. Baner. Sahyadri Farms, Pune 411045</p> <p><b>Occupation:</b> Service</p> <p>As a Registered owner for one equity share and Beneficial Ownership is with Savitribai Phule Pune University having campus at Ganeshkhind, Pune, Maharashtra 411007</p> 		<p>Witness to All</p> <p>I witness to subscribers who have subscribed &amp; signed in my presence on <u>01/03/19</u> at <u>Pune</u>, further I have verified their identity details for the identification and satisfied myself of their identity particulars as filled in</p> <p>Name: <u>Devesh Tudekar</u></p> <p>Address: <u>A-5, Snehal Classique, Shree Saraswati Hsg. Soc., Shivajinagar Pune: 411005</u></p> <p>Occupation: <u>Practicing Company Secretary.</u></p> <p>Signature: </p>
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Date: 01/03/2019

Place: Pune