

MEMORANDUM OF ASSOCIATION OF

SWAASTHYAM PALLIATIVE CARE AND CANCER FOUNDATION

[COMPANY LIMITED BY SHARES NOT FOR PROFIT UNDER SECTION 8 OF THE COMPANIES ACT,
2013]

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

I. The name of the company is SWAASTHYAM PALLIATIVE CARE AND CANCER FOUNDATION

II. The Registered Office of the company will be situated in the State of Andhra Pradesh.

III. The objects for which the Company is established are.

(A) MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To provide and promote “Palliative Medicine and Palliative Care Services” hereinafter referred to as “**Palliative Care Services**” at **Palliative Care Centers and through Homecare and Telehealth Services**. To provide Palliative Care Services in a **holistic manner** to provide quality of life to people with debilitating health issues or serious health-related suffering associated with life limiting and terminal illnesses like Cancer, Stroke, Muscular Dystrophy, Dementia, end stage Heart and Kidney Diseases etc. The holistic approach to palliative care would provide prevention and relief of suffering by means of early identification and treatment of pain and other physical problems, besides addressing psychosocial and spiritual support needs. To provide and promote **Cancer Prevention, Early Identification and Treatment Services** through **Community based outreach services, including Telehealth Services and through Cancer Treatment Centers**
2. To design, build and construct, setup, establish, develop, takeover, run and manage **Palliative Care Institutions** and **Cancer Care Institutions**, with supporting facilities like Laboratories, Blood Bank, Tissue Bank etc. These services would be provided **free of charge** and rendered without

discrimination or reference to gender, race, region, religion, caste or creed and for people of all age groups.

3. To provide **training and capacity building** in Palliative Care Services and Cancer Prevention and Treatment Services to Doctors, Nurses, Physiotherapists, Counselors, Other Clinical Professionals, Volunteers, Patient Caregivers and Community Level Participants. This would be done through both formal and informal training programs, including organising workshops, seminars, conferences, awareness meetings, publication of books and journals etc. Formal programs would include Internships, Certificate programs, Fellowships, Diplomas and formal Degrees. These would include Fellowships, DNB etc applicable to relevant medical professionals as approved by relevant statutory medical education approval bodies.
4. To undertake **research** and support activities that advance the knowledge and science of providing holistic Palliative Care Services and Cancer Prevention and Treatment Services.
5. **Geography focus:**
 - 5.1. Provide these services in a focussed and **intensive manner in the Sri Sathya Sai District and its bordering districts.**
 - 5.2. Provide these services **all over India.**
 - 5.3. Provide Telehealth Services, Training and Capacity Building **globally**, especially for resource constrained areas.
6. To assist, advise and provide inputs to the Government for formulation of effective Policies to further the above objectives.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

1. **To enter into any agreement with any Government or authorities** (municipal, local or otherwise) or any corporations, companies, or persons, or any cooperative society or organisation or institutions in any part of the

world which may seem conducive to the Company's object or any of them and to obtain from any such Government authority, corporation, company or person any contracts, rights, moneys, privileges and concessions which the Company may think desirable and to carry out, exercise and comply with any such contracts, rights, privileges and concessions.

2. To pay all the costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of the Company.
3. **To open and operate bank account or accounts in Company's name and all such current, saving, fixed or other deposit accounts with any Banks, Financial Institutions** and to pay into and to withdraw moneys from such account or accounts.
4. To promote or acquire any Company or Organization or Institution or Trust to carry out any of the objects of this company
5. To establish a Fund/Funds and or a Corpus for carrying out any one or more the objectives of the Company.
6. **To apply to the Government, public bodies, Urban, Local, Municipal, District and other bodies, corporations, companies or other persons for and to accept grants of money,** equipment, land, buildings, donations, endowments, gifts and other assistance with a view to promoting the objects of the company and to conform to any proper conditions on which such grants and other payments may be received.
7. **To appeal, solicit, receive or accept any gift(s) or donation (s) or contribution (s)** in cash or in kind from any person or persons or firm (s) or company or others, on such terms and conditions and subject to the law of land for the furtherance of the objects of the Company or for any one or more of them, not inconsistent with the objects and constitutions of the Company.
8. **To form funds or public charitable or welfare trust for the benefit of employees,** ex-employees, their dependents and general public or for the development and advancement of any activity relating to the main objects of the Company
9. **To make donations to individuals and organisations** such that it furthers the achievement of the main objects of the company.

10. **To retain or employ skilled professionals or advisors in connection** with the objectives of the Company and to pay professional fees or remuneration as may be thought fit to those who are not members of the Company.
11. **To purchase, acquire, buy, take on lease or in exchange or otherwise acquire, sell, rent out, lease, dispose off any land of any tenure or description or building** or parts of buildings and to develop and turn to account any land acquired by the Company and to construct buildings and work of public utility and to sell, transfer, allot the same to such person as may be thought fit by the Company.
12. **To transfer without consideration or at such fair or concessional value and subject to the provisions of the Companies Act, 2013, divest the ownership of any property of the Company to or in favour of the any public** or local body or authority or Central or State Government or any public institution or Trust.
13. To do all such other lawful things as may be necessary, incidental or conducive to the attainment 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.

14. (i) The income and property of the Company, whomsoever derived shall be applied solely for the promotion of its objects as set forth in this memorandum.
- (ii) No portion of the 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 anyone or more of them or to any person claiming through anyone 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 reasonable **remuneration** to any of its officers or servants (not being members) or to any other person (not being a member), in return for any services actually rendered to the company.
- (v) No member shall be appointed to any office under the company, which is remunerated by salary, fees or in any other manner which is not in accordance with para (iii), (iv) and (v) of clause VII.
- (vi) 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, without prior approval of the Director of the Income Tax (Exemptions) or any other officer designated for this purpose, if any, and the alteration has been previously submitted to and approved by the Registrar of Companies.
- (vii) (i) True accounts shall be kept of all sums of money received and expended by the company and the matters in respect in which such receipt and expenditure take place, and of the property, credits and liabilities of the company; and subject to any reasonable restriction as to the time and manner of inspecting the same that may be imposed in accordance with the regulation of the company for the time being in force, the accounts shall be open to the inspection of the members.
- (ii) 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 accounts ascertained by one or more properly qualified auditor or auditors.
- (viii) **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, which is duly registered with the Director of the Income Tax (Exemptions) under the Income Tax Act 1961, 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.

(ix) The Company can be **amalgamated/merged** only with another company registered under section 8 of the Act and having similar objects.

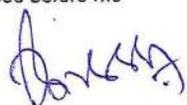
(x) The object of the Company extends to the whole of India .

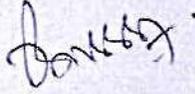
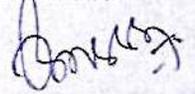
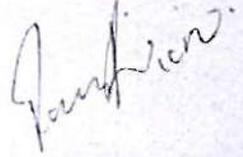
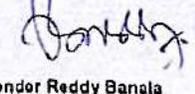
Provided that the Company shall adhere to the guidelines enforced by the Government of India from time to time.

IV. The liability of the members is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

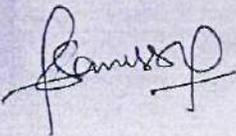
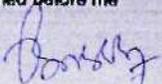
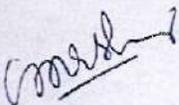
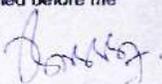
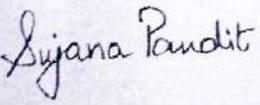
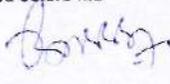
V. The **Authorised share capital** of the company will consist of Rs. 1,10,000 (Rupees One Lakh and Ten Thousand only) divided into 11 (Eleven) Equity Shares of Rs. 10,000 (Ten Thousand) each.

VI. We, the several persons whose names and addresses have been subscribed, are desirous of being formed into a Company not for profit in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

S No	Names, Addresses, Descriptions, Occupations and Signatures of the Subscribers	No of Equity shares taken by each Subscriber	Names, Addresses, Descriptions, Occupations and Signatures of the Witness
1.	<p>Venkatadesikan Mani s/o Sri Mani Venkatasubbaiah Aged 49 Years, Occ: Service, r/o G504, Brigade metropolis, Whitefield Road, Bangalore 560048</p>  <p>Place: Hyderabad Dt: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>
2.	<p>Rajaram Neelakanth Shastry s/o Sri Neelakanth Rajaram Shastry, aged 54 years, Occ: None, r/o #101, Kalyan's Sreelakshmi Golden Edifice, 2-2-24/A/BL/40-41, C. E. Colony, Baghamburpet, Hyderabad, Telangana - 500013</p>  <p>Place: Hyderabad Date: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>

<p>3</p>	<p>Sai Jayanthi Ravi d/o Sri Varadarajan Srinivasachary Budgur, aged 61 years, Occ Volunteer, r/o 102, Sai Rushi Residency, Gokulam, Puttaparthi 515134</p>  <p>Place: Hyderabad Date: 26/9/23</p>	<p>1 (one) of Rs 10,000/- each</p>	<p>Signed before me</p>  <p>Narendar Reddy Banala s/o Late Sri B Anjaiah R/o H No #204, Parkstone Apartments, Sumallenagar Colony, Natanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identity details for his identification and satisfied myself of her identification particulars as filled in.</p>
<p>4</p>	<p>Shree Lakshmi Sathya Sai d/o Sri S Venkateswara Rao, aged 53 years, Occ Service, r/o #3-346C, G-1, Gopuram west 3rd Cross, Puttaparthi, Sri Sathya Sai District, Andhra Pradesh - 515134</p> <p>S Lakshmi</p> <p>Place: Hyderabad Date: 26/9/2023</p>	<p>1 (one) of Rs 10,000/- each</p>	<p>Signed before me</p>  <p>Narendar Reddy Banala s/o Late Sri B Anjaiah R/o H No #204, Parkstone Apartments, Sumallenagar Colony, Natanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identity details for his identification and satisfied myself of her identification particulars as filled in.</p>
<p>5</p>	<p>Rakesh Krishna Narasimha s/o Krishna Narasimha Reddy, aged 37 years, Occ Service, r/o Villa no 41, Sai Sarva dharma villas, opposite to super hospital, Puttaparthi, AP - 515134</p>  <p>Place: Hyderabad Date: 26/9/23</p>	<p>1 (one) of Rs 10,000/- each</p>	<p>Signed before me</p>  <p>Narendar Reddy Banala s/o Late Sri B Anjaiah R/o H No #204, Parkstone Apartments, Sumallenagar Colony, Natanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identity details for his identification and satisfied myself of her identification particulars as filled in.</p>

6.	<p>Jagannath Jayanthi Narasimham s/o Sri Rama Narasimham Jayanthi, aged 71 years, Occ: Retired, r/o Plot 442, Road 81, Jubilee Hills, Fim Nagar, Hyderabad-500033, Telangana</p> <p><i>Jagannath Jayanthi Narasimham</i></p> <p>Place: Hyderabad. Dt. 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p> <p><i>Narender Reddy Banala</i></p> <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>
7.	<p>Dr. Gayatri Palat d/o Sri K.T.Haridas, aged about 55 years, Occ: Service, r/o 1804, Block D, Magnus Sattva, Shaikpet, Tolichowki, Hyderabad- 500008</p> <p><i>Dr. Gayatri Palat</i></p> <p>Place: Hyderabad Dated: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p> <p><i>Narender Reddy Banala</i></p> <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>
8.	<p>Manoj Pushpangadan Mannamparambil Kumar s/o Sri Pushpangadan Mannamparambil Kumaran, aged about 31 years, Occ: Service, r/o Mannamparambil House, P.O P.Vemballur, PIN: 680671, Thrissur District, Kerala</p> <p><i>Manoj</i></p> <p>Place: Hyderabad Dated: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p> <p><i>Narender Reddy Banala</i></p> <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>

9	<p>Chetarla Sai Swaroop Reddy s/o Sri Manohar Reddy Chetarla, aged about 33 years, Occ Service, r/o 10-5-94, Santosh Nagar Colony, Mahabub Nagar, Telangana, India - 509001</p>  <p>Place: Hyderabad Dt: 26/9/2023</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>
10	<p>N. Vishwas Chitlur s/o Sri Narasimha Murthy Ramashetty Bangalore, aged about 34 years, Occ Service, r/o No. 854, 51 main, 1st stage, Kumaraswamy layout</p>  <p>Place: Hyderabad Date: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>
11.	<p>Sujana Pandit d/o Sri Shiva Pandit, aged about 44 years, Occ Service, r/o Dua House House 4, 8th Avenue, Gadaipur Bandh Road, Mehrauli, New Delhi - 110030</p>  <p>Place: Hyderabad Date: 26/9/23</p>	1 (one) of Rs.10,000/- each	<p>Signed before me</p>  <p>Narender Reddy Banala s/o Late Sri B.Anjaiah R/o H.No.#204, Parkstone Apartments, Sirmallenagar Colony, Nalanda Nagar, Hyderguda-500048, Ranga Reddy District, Telangana.</p> <p>I witness to subscriber who has subscribed and signed in my presence on September 26, 2023 at Hyderabad. Further, I have verified his identify details for his identification and satisfied myself of her identification particulars as filled in.</p>