

# **THE COMPANIES, ACT, 1956**

## **MEMORANDUM OF ASSOCIATION**

### **OF**

## **CONSULTING ELECTRICAL ENGINEERS ASSOCIATION OF MAHARASHTRA**

### **Company Limited by Guarantee**

- I.** The name of the Company is **CONSULTING ELECTRICAL ENGINEERS ASSOCIATION OF MAHARASHTRA**
- II.** The Registered Office of the company will be situated in the State of Maharashtra, under the jurisdiction of the Registrar of Companies, Maharashtra situated at Mumbai.
- III.** The objects for which the company is established are:
  - A. MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION**
    1. To provide a platform for disseminating information and to spread knowledge in all electrical engineering related matters amongst its members and to provide a forum for framing and maintaining code of professional ethics and ensure its observations through self regulatory measures amongst its members within the State of Maharashtra.
    2. To take over the effects and liabilities of the present Association of persons Consulting Electrical Engineers Association of Maharashtra.
    3. To provide a platform for technical interaction with organizations, manufacturers, suppliers concerned with new products or latest trends related to technical, standardization work in the field of electrical engineering by arranging technical seminars, workshops, conducting examinations, etc. of interest in Electrical Engineering.

**B. INCIDENTAL AND ANCILLIARY OBJECTS RELATED TO THE ATTAINMENT OF THE SAID MAIN OBJECTS ARE:**

4. To interact with the statutory authorities as are relevant for a proper and safe installation and facilities for conferring with and ascertaining the views of Consulting Electricals Engineers as regards matters directly or indirectly affecting engineering and to confer with any of the bodies.
5. To encourage the settlement of disputes by conflict resolution, conciliation, Mediation or arbitration , and recommend or nominate conciliators, mediators or arbitrators.
6. To confer and co-operate with associations and organizations and others engaged in activities having aims, and objectives similar to those of the company.
7. To establish one or more branches/ offices to carry on the objects for which the company is incorporated and to do all such lawful acts and things as are incidental or conducive to the attainment of the above objects or any of them.
8. To raise necessary funds and collect subscriptions, fees, grants, corpus, funds, donations, commissions, royalties, cess in any form (e.g in-kind, cash, transfer of land and tax-break) in exchange of services rendered or in the name of objectives and goals of the company.
9. To receive payments from or make payments to any external entity whether public or private, international or domestic, corporate or not, and others in exchange of services rendered as per the objectives and goals.
10. Purchase, take on lease or in exchange, hire or otherwise acquire, or sell, lend or dispose of any immovable or movable property and any rights or privileges for the attainment of the company objectives and goals.
11. To establish, promote or manage or assist in the establishment , promotion or management of any other body, association whose objects are similar to the objects of the association or the establishment or maintenance of which may be beneficial to the club and to subscribe to and become a member of such other body, association provided that no subscription be paid to any such other body, association out of the funds of the Association except bona-fide in furtherance of the objects of the association.
12. To act as advisers and consultants on all matters and problems related to Electrical Engineering Industries, organization, and matters related to commencement, expansion, management, purchasing techniques, marketing, advertisement, publicity, personnel, import, export, of such industries.

13. To investigate on behalf of any company, corporation, body corporate, industries, firm, association or any person and
  - (a) collect information and data and submit reports on feasibility of new projects and or improvement to and or expansion of existing units.
  - (b) diagonalise operational difficulties and weaknesses and suggest remedial measures to improve and modernize existing units.
14. To act as consultants in the field of technology, engineering Process planning, science, management, organization, finance, power planning and act a technical consultants, efficiency experts, advisors to any persons, firm, company, corporation, business, society, association, government, local body and educational institutions in India and other parts of the world.
17. To establish, promote and or partner with educational institutes.
18. To promote, acquire, takeover or become a member of any company/ companies, body corporate/ Association for the purpose of furtherance of the objects of this Association.
19. To establish and support professorship, fellowships and lectureships, grants, chairs, prizes at any institution, Company, university, other entity that directly or indirectly deal with development related issues.
20. To promote, assist in the promotion of or invest monies in any company or association having objects similar to the Company.
21. To receive payments from or make payments to any external entity whether public/ private, international, domestic, corporate or not and others in exchange of services rendered as per the objectives and goals of the Company.
22. To make donations and or give to any persons, companies, societies, foundations, universities, institutions and or trust who have objects similar to any of the Company's objectives.
23. To borrow, raise or secure the payment of money or receive money or deposit at interest or otherwise by promissory notes by taking credits and or by opening current, loans/ overdraft account with any bank/Company/ Firm/ person whether with/ without security or any other legal means u/s 292, 293,58-A of the Companies Act, 1956.
24. To facilitate the study of the theory and practice of Electrical Engineering and for that purpose to institute a scheme of examinations and to give certificates, scholarships, prizes.

25. To develop professionally qualified and competent electrical engineers through a process of education, training, examination, consultancy, counseling and continuing professional development programs.
26. To purchase, take on lease or in exchange, hire, or otherwise acquire, any moveable or immovable property and any rights or privileges which may be deemed necessary or convenient for any purposes of the Association.
27. To invest and deal with the moneys of the Association not immediately required in such manner as may from time to time be determined.
28. To construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Association.

**IV** The objects of the Association extend to the **WHOLE OF INDIA**

- V.** 1) The income and property of the Association when-so-ever and howsoever derived shall be applied solely in the promotion of its objects as set forth in this memorandum.
- 2) No portion of the income or property aforesaid shall be paid or transferred, directly or indirectly, by way of the dividend, bonus, or otherwise by way of profit, to persons who at any time are, or have been members of the Association or to any one or more of them or to any persons claiming through any one or more of them.
  - 3) Except with a previous approval of Central Government no remuneration or other benefit in money's worth shall be given by the Association to any of its members, whether officers or servants of the company or not, except payment out of pocket expenses, reasonable and proper interest on money lent or reasonable and proper rent on premises leased or let to the Association.
  - 4) Except with a previous approval of Central Government no member shall be appointed to any office under the Association who is remunerated by salary, fees or any other manner not excepted in sub-clause (3).
  - 5) Nothing in this clause shall prevent the payment by the Association in good faith of reasonable remuneration to any of its officers or servants (not being members) or to any other persons (not being a member) in return of any services actually rendered to the Association.
- VI** No alteration shall be made to this Memorandum of Association or Article of Association, of the Association which are for the time being in force, unless the alteration has been previously submitted to and approved by the Regional Director.

**VII** The liability of the members is limited.

**VIII** Every member of the Association undertakes or guarantees to contribute to the assets of the Association in the event of the same being wound up during the time that he is a member or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributors amongst themselves such amount as may be required not exceeding Rupees One Thousand.

**IX** True accounts shall be kept of all sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place, and of the properties, credit, and liabilities of the Association; and subject to any reasonable restrictions as to time and manner of inspecting the same as may be imposed in accordance with the regulations for the time being in force, the accounts shall be open to inspection of the members. Once, at least in every year, the accounts of the Association shall be examined and the correctness of the balancesheet and the Income and Expenditure ascertained by one or more properly qualified Auditors.

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

**XI. We, the several persons whose names, addresses, descriptions and occupation are subscribed, are hereunto subscribed are desirous of being formed into a company not for profit, in pursuance of this Memorandum of Association.**

Name & Description & Address , occupation	Signature	Witness
<p><b>1)Surjit Singh</b> S/o Gurbax Singh</p> <p><b>Address:</b> B 707, Vinit Tower, Juhu-Versova Link Road, Andheri (West), Mumbai-400 053.</p> <p><b>Occupation:</b></p>		
<p><b>2)Arvind Gadre</b> S/o Vaman Gadre</p> <p><b>Address:</b> F2/804, Vijaynagar Co. Housing Society, Swami Nityanand Road, Andheri East, Mumbai- 400 069.</p> <p><b>Occupation:</b></p>		
<p><b>3) Ambuj Rastogi</b> S/o Baleshwar Rastogi</p> <p><b>Address:</b>15, Atamica CHS Ltd, P L Lokhande Marg Chembur, Mumbai- 400 089.</p> <p><b>Occupation:</b></p>		
<p><b>4) Mukesh Mulchandani</b> S/o Daryanamal Mulchandani</p> <p><b>Address:</b> 206, Poonam Nagar, Andheri (East), Mumbai-400 093</p> <p><b>Occupation:</b></p>		
<p><b>5)Shailesh Bhuva</b> S/o Himmatlal Bhuva</p> <p><b>Address:</b> Block-12, 2<sup>nd</sup> Floor Sai-Baug Estate, Bldg-5, MG X RD-3, Kandivali (West), Mumbai- 400 067.</p>		

<p><b>Occupation:</b></p> <p><b>6) Anil Yardi</b> S/o Yashwant Yardi</p> <p><b>Address:</b> 106, Shanti Niketan , Hadapsar Mundva Road, Pune-411028.</p> <p><b>Occupation</b></p> <p><b>7)Ranjan Mathur</b> S/o Brijmohan Mathur</p> <p><b>Address:</b> RH2/D8/Sector-6, Near ESIS Hospital, Vashi,New Mumbai-400703.</p> <p><b>Occupation:</b></p> <p><b>8)Biharilal Shah</b> S/o Ravilal Shah</p> <p><b>Address:</b> 1003-04, Bhoomi Apartments,Jain Derasur lane,Station Road, Santacruz(East), Mumbai-400051</p> <p><b>Occupation:</b></p> <p><b>9)Mohan Kelkar</b> S/o Madhav Kelkar</p> <p><b>Address:</b> 413, New Bldg, Shastri Hall, Javji Dadaji Marg, Grant Road (West), Mumbai-400 007.</p> <p><b>Occupation</b></p> <p><b>10)Anil Kumar Valia</b> S/o Tribhuvandas Valia</p> <p><b>Address:</b> 201, Classic Society, Dr. Manjrekar Compound, Off. Andheri Kurla Road, Andheri (East), Mumbai- 400069</p>		
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<p><b>Occupation:</b></p> <p><b>11) Suhas Keskar</b> S/o Madhav Keskar</p> <p><b>Address: Flat No.3,Shubha Apts, Alkapuri Society, Paud Road, Kothrud, Pune-411038.</b></p> <p><b>Occupation:</b></p>		
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**Date:**

**Place:**



# **THE COMPANIES, ACT, 1956**

## **ARTICLES OF ASSOCIATION**

### **OF**

## **CONSULTING ELECTRICAL ENGINEERS ASSOCIATION OF MAHARASHTRA**

### **1. (i) In these Articles:**

- a. "The Act means the Companies Act, 1956 or any statutory modifications or re-enactment thereof for the time being in force.
- b. "The Association" or "this Association" means Consulting Electrical Engineers Association of Maharashtra.
- c. "Affiliate Member" means an affiliate Member Association of Member (Organisation) duly elected under these Articles.
- d. "Annual General Meeting" means a General Meeting held in accordance with the provisions of Section 166 of the Act, 1956 and any adjourned holding thereof.
- e. "Consulting Electrical Engineer" means a professional person or a firm possessing the necessary qualifications to practice in Electrical Engineering, advising on Electrical Engineering matters with reference to Indian Electricity Act 2003 or as applicable, Indian Electricity Rules ISS/BSS or any standards, designing and supervising the construction and management of Electrical Engineering Works and associated activities, and receives remuneration for services from clients.
- f. "Extraordinary General Meeting" means a General Meeting (other than an Annual General Meeting) duly held in accordance with the Articles and Act and any adjourned holding thereof.
- g. "Governing Council" means the Governing Council of the Association entrusted with the management of the Association duly constituted under and in accordance with the Articles and include a meeting of such body duly held and called.

- h. "Financial Year" means the 12 months commencing the 1<sup>st</sup> day of April and ending the 31<sup>st</sup> day of March of the following year.
- i. "Months" means calendar month.
- j. "Regional Center" means the Center of the Association opened to look after the Interests of the Association in a given geographical Area.
- k. "Member" means the member (Individual) or Member (Organisation) and includes all categories of membership mentioned in Article 3 of these Articles of Association.
- l. "Office" means the Registered office of the Association.
- m. "President" means the President of the Association.
- n. "Secretary" means the Secretary or Secretaries, paid or honorary (Jointly or severally), of the Association.
- o. "the Seal" means the common seal of the Association

**(ii)** Unless the context otherwise requires, words or expressions contained in these regulations shall bear 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 Association.

**2(i)** The Association shall be a Public Company, limited by Guarantee

### **3 MEMBERSHIP**

The subscribers to the Memorandum of Association of the Association and such other persons as shall be admitted to membership in accordance with these regulations and none others, shall be members of the Association, and shall be entered in the register of members accordingly.

Membership of the Association shall be divided into the following Categories viz:-

- (i) Honorary Member
- (ii) Fellow
- (iii) Member
- (iv) Institutional Member
- (v) Associate Member

All membership Categories will be at the discretion of the Governing Council.

**(i) Honorary Member**

- (1) In exceptional cases, prominent individuals of high standing and repute in the electrical profession may be elected Honorary Member of the Association. However, at any time the total member number of Honorary Members shall not exceed Five.
- (2) For a person to be a Honorary Member, he/she should be:  
Practicing or retired Electrical Engineer of repute. He should/ may have published paper/ articles on Electrical Engineering.  
He may have received award from recognized bodies.  
He may have done research on Electrical Engineering subject.  
He may have contributed to the field of Electrical education.  
He may have contributed to the betterment of the society at large.
- (3) By awarding him/her designation as Honorary Member the Association recognize his/her contribution and achievements in Electrical field/Society.
- (4) Names of candidates may be nominated by at least three voting members. Governing Council will begin formal process of selection process thereafter.

**(ii) Fellow**

Every applicant for membership of the Association shall satisfy the Governing Council that:

- (1) He should be qualified minimum Diploma in Electrical Engineering.  
AND
- (2) He is in the profession of Consulting Electrical Engineering for not less than three years, practicing individually or as partner or employee of a firm of Consulting Engineers,  
OR
- (3) He has retired from the engineering profession from the position of high responsibility and has been practicing as Consulting Electrical Engineer for not less than two years.

**(iii) Member**

Every applicant for membership of the Association shall satisfy the Governing Council that:

- (1) He should be qualified minimum Diploma in Electrical Engineering.
- (2) He is a Corporate Member of any recognized professional engineering society in India or Abroad.

The Governing Council shall have the power to elect as a member of the Association an engineer who does not have the qualification as specified in the opinion of the Governing Council, he has adequate experience and maturity as a Consulting Electrical Engineer.

Members shall have no voting power.

**(iv) Institutional Member**

- (1) Every applicant for Institutional Member shall satisfy the Governing Council that the Organisation is in practice of Engineering profession for not less than five years offering services in power/electrical engineering field.
- (2) They can nominate one member only with an alternate. However, there shall be one voting right only

**(v) Associate Member**

Engineering/ Construction Firms engaged in execution of major electrical work or manufacturing of Electrical products for not less than five years with a turnover of not less than Rupees Ten Crore may be admitted as a member at the discretion of the Governing Council without any voting rights.

Every member binds himself to abide by these Articles and by any alteration or modification thereof that may be made in conformity with the Act for the time being in force.

**(4) PROCEDURE FOR MEMBERSHIP**

- (1) Applications for admission to membership or Affiliate Membership shall be made in such form as may from time to time be prescribed by Governing Council. The Governing Council may call upon the applicant to furnish additional information relating to eligibility, if considered necessary.
- (2) The Governing Council shall have absolute discretion to admit Members and to reject any application for admission without assigning any reasons.
- (3) Every Applicant for Membership shall pay Registration Fee, which shall be non-refundable.

a) Honorary Members	Nil
b) Fellow/ Member	Rs. 1000
c) Life Member	Rs. 1000
d) Institutional Member	Rs. 5000
e) Associate Member	Rs. 5000

- (4) The approval or rejection of any application or Membership will be promptly be notified to the applicant.

- (5) Upon payment of the prescribed Admission Fee and the Annual Subscription, the name of the approved applicant shall be entered in the Register of Member.

**(5)(1) ANNUAL SUBSCRIPTION**

- |                         |                        |
|-------------------------|------------------------|
| a) Honorary Members     | Nil                    |
| b) Fellow/Member        | Rs. 500                |
| c) Life Member          | Rs. 5000-one time only |
| d) Institutional member | Rs. 5000               |
| e) Associate Member     | Rs. 5000               |

- (2) Annual subscription shall be payable in full advance for the financial year and shall become due on the first of April each year.
- (3) Any Member in arrears for more than three months in the payment of his annual subscription shall not be entitled to take part in any proceedings of the Association.

**(6) REGISTER OF MEMBERS**

A register of member shall be kept in which shall be set forth the name, address, occupation and class of membership of every member of the Association for the time being and in which all changes in membership from time to time shall be recorded. An index of the names of the name of members shall also be kept unless the register of members is in such form as to constitute an Index.

**(7) RESIGNATION**

Any member may resign from Association at any time by giving thirty days notice in writing to the Secretary of his intention to resign. The resignation shall take effect upon the expiry of the notice period, but without prejudice to any liability or obligation incurred by the member.

**(8) EXPLUSION**

The Governing Council shall have the power by resolution to expel from membership of the Association, any Member, who in the opinion of the Governing Council established by two-third majority of the full Governing Council is guilty of professional misconduct provided that such expulsion can be ordered

**(9) GENERAL MEETINGS**

The General Meeting of the Association shall be of two classes:

1. Annual General Meeting
2. Extraordinary General Meeting.

**1. Annual General Meeting**

Annual General Meeting of the Association shall be held once in every Calendar year and not more than fifteen months after the holding of the preceding Annual General Meeting.

- (a) To adopt the Annual Report of the Association.
- (b) To pass the audited accounts of the Association.
- (c) To appoint auditors for the financial year.
- (d) To announce the names of President and other elected office bearers.
- (e) To conduct any other business of which notices has been given through the notice of the Annual General Meeting.

## **2. Extraordinary General Meeting**

- a) All general Meetings other than annual general meetings shall be called extraordinary general meetings.
- b) The governing council may whenever it thinks fit, call an extraordinary general meeting.

## **(10) CONVENING GENERAL MEETINGS**

- (1) The General Meeting of the Association shall be convened by the Governing Council, or in its behalf by the secretary giving not less than 21 days notice provided that Extraordinary General Meeting shall be convened on requisition by the Governing Council or on its behalf by the Secretary or one forth of the Members on the Register of the Association. All such requisitions shall specify the nature of the business to be transacted at the Meeting. On receipt of the notice, the secretary shall call such meeting within 21 days and atleast 21 days notice shall be given specifying the place, day, hour of the Meeting. In case of any default by the Secretary in following such procedure, the requisition may hold such Meeting, provided that no business other than that specified in the notice can be transacted.
- (2)The non-receipt of such notice by any persons entitled to receive notice thereof shall not invalidate any resolution passed or proceedings taking place at such meeting.
- (3) A General Meeting may be called after giving a shorter notice than that Specified above if consent is accorded thereto-
  - (a) In the case of an Annual General Meeting, by all the Members entitled to vote thereat and
  - (b) In the case of any other Meeting, by Members of the Association having not less than 95 percent of the total voting power excisable at that meeting.

## **(11) QUORUM AT GENERAL MEETING**

- (1) No business shall be transacted at any General Meeting unless there is a

quorum when the meeting proceeds to business. Save as herein otherwise provided, one-fifth of the members on the Register of Members present in person shall be the quorum.

- (2) If within 30 minutes from the time appointed for holding of General Meeting, the quorum is not there, the Meeting, if convened on the requisition of Members shall be dissolved, in any other case, it shall be adjourned to one-half hour after the adjournment the same day, at the same place, or to such other day and at such other place as the members present may determine and if at such an adjourned meeting a quorum is not there the members present shall be the quorum.

## **(12) CONDUCT OF GENERAL MEETINGS**

- (1) The President or in his absence one of the Vice-President shall act as the Chairman at every General Meeting of the Association. If the President and the Vice-President are not present at the Meeting, the Members present choose one member from amongst themselves as Chairman of the Meeting.
- (2) No individual or organization other than a member (individual or organization) duly registered who is not in arrears of Membership subscription shall be entitled to participate or to vote in any General Meeting.

## **(13) MINUTES OF MEETING**

- (1) The Association shall cause minutes of all proceedings of every General Meeting to be kept by making within 30 days at the conclusion of every such meeting concerned entries thereof in books kept for that purpose with their pages consecutively numbered.
- (2) Each page of every such book shall be initialed or signed and the last page of the record of Proceedings of each meeting in such book shall be dated and signed by the Chairman of the same Meeting within the aforesaid period of 30 days or in the event of the death or inability of that Chairman within that period by a member of the Council duly authorized by the Council for the purpose.
- (3) Any such minutes shall be evidence of the proceedings recorded therein.
- (4) The book containing the minutes of proceedings of General Meeting shall be kept at the Registered Office of the Association and shall be open during business hours, for such periods, not less than in aggregate two hours in each day as the members of the Association determine to the inspection of any Member without charge.
- (5) The minutes shall also contain the names of the Members of the Council present at the Meeting and in the case of each resolution passed at the meeting, the names of the Members of the Council, if any, dissenting from, or not concurring in the resolution.

**(14) GOVERNING COUNCIL**

**(A) FIRST COUNCIL MEMBERS**

The following shall be the first Council Members of the Association,

1. Ambuj Rastogi
2. Surjit Singh
3. Suhas Keskar
4. AnilKumar Valia
5. Mohan Kelkar
6. Anil Yardi
7. Ranjan Mathur
8. Shailesh Bhuva
9. Arvind Gadre
10. Biharilal Shah
11. Mukesh Mulchandani

**(B) COMPOSITION**

(1) The affairs of the Association shall be managed by the Governing Council which unless otherwise determined by a General Meeting shall consist of not less than 10 members of the Association comprising:

1. 7 duly elected Members
2. 1 immediate Past-President.
3. 2 Co-opted Members

(2) The elected Governing Council Members shall complete:

1. Fellows : 5 or more
2. Institutional Members : Not more than 2

(3) The immediate Past President shall be the ex-officio Member of the Governing Council.

(4) The following shall be the office Bearers of the Association:

1. President
2. Vice-President-2 Nos.
3. Honorary Secretary
4. Joint Secretary
5. Honorary Treasurer.

**(C) ELECTION OF GOVERNING COUNCIL**

1. Election of Governing Council shall be held once in every two years
2. Governing Council shall be elected for a term of two years.
3. Election to Governing Council shall be held by secret ballot.
4. The retiring members shall be eligible for re-election.
5. Casual vacancies in the Governing Council by death, resignation or otherwise, shall be filled by co-option and such co-opted members shall retire at the end of the term of the Governing Council.



6. Every individual Member shall have one vote and every Member (Organisation) One Vote. In case of equal votes, the Chairman of the Meeting shall be entitled to a second casting vote.

**(D) ELECTION OF OFFICE BEARER**

1. The Governing Council shall elect from amongst its own members, the President, two Vice-Presidents, one Honorary Treasurer for the next term before the Annual General Meeting for a period of two years.
2. The President after completing his term of two years shall not be eligible for re-election as President.

**(E) POWERS AND DUTIES OF THE GOVERNING COUNCIL**

1. The Governing Council shall manage the property, proceedings and affairs of the Association in accordance with the Memorandum of Association, Articles of Association. The Governing Council may exercise all such powers of the Association as are not prohibited by Registration Act, or any statutory modification for the time being in force required to be exercised in General Meeting.
2. No resolution by the Association in a General Meeting shall invalidate any prior act of the Governing Council which would have been valid if that resolution had not been made.
3. All the residuary powers of the Association, not expressly mentioned in these Articles to be exercised by a General Body Meeting, shall vest in the Governing Council.
4. The Governing Council may regulate its own procedure and may determine its own quorum unless otherwise prescribed; four shall form a quorum at the Governing Council Meeting.
5. The Governing Council may delegate any of its powers to any committee it may specially appoint, consisting of such persons, whether Members of the Association or not, as they think fit. Any committee so formed shall in exercise of the powers so delegated conform to any Regulations that may from time to time be imposed upon it by the Governing Council, provided that the election of new members shall be one of the duties of the Governing Council which shall not be delegated to any body or committee.
6. The Governing Council shall meet at such place and at such time as they determine and the Secretary may at any time and shall on requisition of three members of Governing Council by giving seven clear days notice to members of the Governing Council.
7. The Governing Council shall maintain proper and sufficient accounts of the capital funds, receipts and expenditure of the Association, so that the true financial state and condition of the Association may at all times be exhibited by such accounts.
8. The Accounts of the Association shall be made up each financial year and after having been approved by the Governing Council and

examined and the correctness thereof ascertained and certified by an authority or auditors shall be laid before the Annual General Meeting next following.

9. The Governing Council shall have power to appoint officers & staff as may be considered appropriate from time to time and to fix their remuneration.
10. The Governing Council shall arrange for publication, in any manner, which it deems advisable, such papers, documents and publications as may be considered by the Governing Council to be likely to advance knowledge of engineering, science and the aims and objectives of the Association. All such papers, documents, publications shall be the property of the Association. Each member shall get a copy of such a publication on such terms as the Governing Council may decide.
11. The property, moveable and immoveable, belonging to the Association shall vest in the Governing Council.
12. The Governing Council shall cause to draw an Annual Report of the Association and shall present it at the Annual General Meeting.

**15 CHAIRMAN**

The President of the Association shall be entitled to act as Chairman at every meeting of the Council and General body meetings. If at any meeting, the president is unable to attend, one of the Vice-President would preside over the meeting and in the absence of the President and Vice-President, the members present may choose one of them to be the Chairman of the Meeting.

**16 BORROWINGS**

Subject to the provisions of Section 292 as applicable to the Association and section 293 of the Act and of these Articles, the Council may, from time to time, at its discretion, by a resolution passed at a meeting of the Council, raise or borrow or secure the payment of any sum or sums of money for the Association.

**17 MORTGAGE**

The payment or repayment of money borrowed as aforesaid may be secured in such manner and upon such terms and conditions and upon such securities in all respects as the Association may think fit.

The Association shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act, of all mortgages and the charges specifically affecting the property of the Association and shall cause the requirement of Sections 116, 125, 127 and 144 (both inclusive) of that Act in that behalf to be duly complied with, so far as they fall to be complied with the Association.

**18 REGIONAL CENTERS/CHAPTERS**

- (1) The Governing Council may establish Regional Centers/ chapters of the Association with prescribed geographical boundaries.
- (2) The Regional Chapter shall be like an extension/ a branch of the Association.
- (3) The Regional Chapter shall establish a Regional Committee consisting of one President, one Secretary and one Treasurer who shall be the local members and such number of members as the Governing Council shall decide.
- (4) The composition of the Regional Committee shall be such that it shall comprise of not more than 50% from the Governing Council.
- (5) The Regional Committee shall look after the day to day functioning and accounts of the regional Chapter/ Council.
- (6) The Quorum of the Meeting of the Regional Committee shall be 50% of the total number of members of the Regional Committee. Out of the 50% of the number of members of the Governing Council shall decide.
- (7) No meeting shall commence unless proper quorum is present.
- (8) The Chairman of the meeting shall be from the local members of the Regional Committee.
- (9) The Association in its General Body meeting shall appoint Auditor/s for auditing the accounts of the regional Chapter who shall be accountable to the Statutory Auditor of the Association.
- (10) The accounts of the Regional Chapter shall be merged with the accounts of the Association.

**19 SEAL**

The Governing Council may provide a common seal of the Association and shall make provision for safe custody of the same and for the use thereof. The seal shall not be affixed to any instrument except by the authority previously given by a resolution of the Governing Council and in the presence of at least one/member of the Governing Council who shall sign every instrument to which the seal is affixed and every such instrument shall be countersigned by the Secretary or some other person appointed by the Governing Council.

**20 ACCOUNTS**

- (1) The Honorary Treasurer shall cause proper books of accounts to be kept with respect:
  - All sum of the money received and spent by the Association and the matters in respect of which such receipts and expenditure take place.
  - All sales and expenditure by the Association.
  - All assets and liabilities by the Association.

- (2) The Association at General Meeting, may from time to time make reasonable conditions and regulations as to time and manner of inspection by the members of the Accounts and the books of the Association, or any of them and subject to such conditions and regulations the accounts and the books of the Association shall be open to the inspection of members at all reasonable time.
- (3) Once at atleast in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and the Balancesheet ascertained by one or more properly qualified auditor or auditors.
- (4) Auditors shall be appointed at the Annual General Meeting on such terms and conditions as the Annual General Meeting may deem fit.
- (5) The financial year of the Association shall be from first day of April to the last day of March each year.
- (6) The Annual Accounts of the Association together with the Auditor's Report shall be laid before the General Body at the Annual General Meeting immediately following the close of the financial year.

## **21 INDEMNITY**

Every officer or agent for the time being of the Association shall be indemnified out of the Assets of the Association against any liability incurred by him in defaulting any proceedings whether civil or criminal in which judgement is given in his favour or in connection with any application under Section 633 in which relief is granted to him by the Court.

## **22 WINDING UP**

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

**We, the several persons whose names, addresses, descriptions and occupations are subscribed, are hereunto subscribed are desirous of being formed into a company not for profit, in pursuance of this Articles of Association.**

<b>Name &amp; Description &amp; Address , occupation</b>	<b>Signature</b>	<b>Witness</b>
<p><b>1)Surjit Singh</b> S/o Gurbax Singh</p> <p><b>Address:</b> B 707, Vinit Tower, Juhu-Versova Link Road, Andheri (West), Mumbai-400 053.</p> <p><b>Occupation:</b></p>		
<p><b>2)Arvind Gadre</b> S/o Vaman Gadre</p> <p><b>Address:</b> F2/804, Vijaynagar Co. Housing Society, Swami Nityanand Road, Andheri East, Mumbai- 400 069.</p> <p><b>Occupation:</b></p>		
<p><b>3) Ambuj Rastogi</b> S/o Baleshwar Rastogi</p> <p><b>Address:</b>15, Atamica CHS Ltd, P L Lokhande Marg Chembur, Mumbai- 400 089.</p> <p><b>Occupation:</b></p>		
<p><b>4) Mukesh Mulchandani</b> S/o Daryanamal Mulchandani</p> <p><b>Address:</b> 206, Poonam Nagar, Andheri (East), Mumbai-400 093</p>		

<p><b>Occupation:</b></p> <p><b>5)Shailesh Bhuva</b> S/o Himmatlal Bhuva</p> <p><b>Address:</b> Block-12, 2<sup>nd</sup> Floor Sai-Baug Estate, Bldg-5, MG X RD-3, Kandivali (West), Mumbai- 400 067.</p> <p><b>Occupation:</b></p> <p><b>6) Anil Yardi</b> S/o Yashwant Yardi</p> <p><b>Address:</b> 106, Shanti Niketan , Hadapsar Mundva Road, Pune-411028.</p> <p><b>Occupation</b></p> <p><b>7)Ranjan Mathur</b> S/o Brijmohan Mathur</p> <p><b>Address:</b> RH2/D8/Sector-6, Near ESIS Hospital, Vashi,New Mumbai-400703.</p> <p><b>Occupation:</b></p> <p><b>8)Biharilal Shah</b> S/o Ravilal Shah</p> <p><b>Address:</b> 1003-04, Bhoomi Apartments,Jain Derasur lane,Station Road, Santacruz(East), Mumbai-400051</p> <p><b>Occupation:</b></p> <p><b>9)Mohan Kelkar</b> S/o Madhav Kelkar</p> <p><b>Address:</b> 413, New Bldg, Shastri Hall, Javji Dadaji Marg, Grant Road (West), Mumbai-400 007.</p>		
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<p><b>Occupation</b></p> <p><b>10) Anil Kumar Valia</b> S/o Tribhuvandas Valia</p> <p><b>Address:</b> 201, Classic Society, Dr. Manjrekar Compound, Off. Andheri Kurla Road, Andheri (East), Mumbai- 400069</p> <p><b>Occupation:</b></p> <p><b>11) Suhas Keskar</b> S/o Madhav Keskar</p> <p><b>Address:</b> Flat No.3, Shubha Apts, Alkapuri Society, Paud Road, Kothrud, Pune-411038.</p> <p><b>Occupation:</b></p>		
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**Date:**  
**Place:**