



**COMPANY NAME: ODISHA MINERAL BEARING AREAS  
DEVELOPMENT CORPORATION**

**CIN NO. U75100OR2014NPL018478**

Certified copy of Memorandum of Association filed

On 02.12.2014 vide SRN C34203638

And approved on 02.12.2014.

(Containing 10 pages)

सत्य प्रतिलिपि प्रमाणित की जाती है ।  
**Certified to be a True Copy**

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सहायक कम्पनी रजिस्ट्रार  
Asstt. Registrar of Companies  
उडिशा / Orissa

*h*  
04/2/15

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**ODISHA MINERAL BEARING AREAS DEVELOPMENT CORPORATION**  
**(Incorporated under Section 8 of the Companies Act 2013)**  
**[Pursuant to rule 19(2) of the Companies (Incorporation) Rules,**  
**2014]**




- 1st. The name of the company is **ODISHA MINERAL BEARING AREAS DEVELOPMENT CORPORATION**
- 2nd. The Registered Office of the Company will be situated in the state of Odisha.
- 3rd. The objects for which the company is established are as under:
- (A) The main objects to be pursued by the Company on its incorporation are –**
1. To implement projects/works for the tribal welfare and area development so as to promote inclusive growth in the mineral bearing areas of the State.
  2. To undertake projects for holistic development, including but not limited to area development, livelihood improvement, improvement of healthcare, sanitation, education, sports, agro-silvi-horti based livelihood projects etc. in the areas impacted by mining activities which may be extended to such areas as deemed appropriate.
  3. To accept and mobilise funds for taking up activities for inclusive development of mineral bearing areas and for socio-economic and educational development of communities and persons affected by mining activities as per law applicable, if any.



**(B) The objects incidental or ancillary for the attainment of the above main objects are:-**



1. To establish, promote, co-operate with or become a member of any other association, act or appoint trustees, or delegates for the control, management, superintendence of, assist any association and institution, incorporated or not incorporated with objects altogether or in part similar to those of the Company.
2. 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, land, buildings, donations, gifts, subscriptions and other assistances with a view to promote the objects of the Company as per law applicable, if any.
3. To enter into contracts, agreements and arrangements with any other person, firm, company, body corporate, authority, institutions, or agency for carrying out by such other person, firm, company, body corporate, authority, institutions, or agency, on behalf of the Company, of any of the objects for which the Company is formed.
4. To purchase, take on lease or in exchange, hire or otherwise acquire any immovable or movable property and any right or privileges which the Company may think necessary or convenient for the fulfilment of its objects and in particular any land, buildings, easements, machinery or plant, and either to retain any property so acquired or to turn the same to account as may seem expedient.
5. To construct, improve, maintain, develop, work, manage, carry out or control any buildings and conveniences which may seem calculated directly or indirectly, to advance the Company's objects and to contribute to subsidise or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carrying out or control thereof in which may complement the objects of the Company.
6. To sell, exchange, lease, grant licenses, easements and other rights over and to improve, manage, develop, mortgage, turn to account or in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company and in particulars for shares, debentures or securities of any company or any part thereof, for such consideration as the Company may think fit with prior approval of Government of Odisha.
7. To enter into any arrangement with any Government or authority, municipal, local or otherwise, or any person or company that may seem conducive to the Company's objects or any of them and to obtain from any such Government, authority, person or company any rights, privileges, charters, contracts, licenses and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply therewith either itself or through its members.
8. Apply to promote and obtain any act, charter, privilege, concession, license, authorization, of any Government, State or Municipal, provisional order or license of any authority for enabling the Company to carry out any of its objects into effect or for extending any of powers of the Company, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the interest of the Company.
9. To receive from or make donations to such persons or institution and in such cases and either of cash or otherwise as may be thought directly or indirectly conducive to any of the Company objects.
10. To refer or agree to refer any claim, demand, dispute or any other question, by or against

- the Company or in which the Company is interested or concerned or affected and whether between the Company and the members or members of his or their representatives or between the Company and third parties, to arbitration in Odisha, India and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
11. To pay out of the funds of the Company expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the Company.
  12. To receive money from Ad-hoc CAMPA to the tune of 50% of the additional amount of NPV, pursuant to the Hon'ble Supreme Court's Order in IA No. 2746-2748, 2862, 2941, 3629 and 3721, in 3629 in 2746-2748 in WPC No. 202 of 1995 dated 27<sup>th</sup> January 2014 and 28<sup>th</sup> April 2014, in achieving the objectives of the Company.
  13. To invest and deal with the surplus funds of the Company in a secured and prudent manner as may be determined by the Board from time to time.
  14. To insure the whole or any part of the property of the Company either fully or partially, to protect and indemnify the Company from liability or loss in any respect either fully or partially and also to insure and protect and indemnify any part or portion thereof either on mutual principle or otherwise.
  15. To exercise all or any of its corporate powers, rights and privileges and to conduct its activities in all or any of its branches in Odisha and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient and necessary.
  16. To establish offices or agencies at such place or places in Odisha, in order to carry out the objects of the Company.
  17. To conduct, undertake and participate in national or international exhibitions.
  18. To open and operate upon accounts of any description with any Nationalized Bank or Nationalized banks and close the same.
  19. To do all / everything necessary, suitable or proper for the accomplishment of any of the purpose or the attainment of any of the objects or the furtherance of any of the objectives hereinbefore set forth, either alone or in association with other act or acts, thing or things, incidental or appurtenant to, or growing out of, or connected with, the aforesaid objects or any part or parts thereof, provided the same be not inconsistent with the laws of the Union of India.
  20. 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, if an object of the said organization would make it a trade union
- 4th. The objects of the company extend to the whole of India.
- 5th. (1) The income and property of the company, whensoever derived, shall be applied solely for 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 dividend, bonus or otherwise by way of profits to persons who at any time are or have been members to the company, or to anyone or more of them or to any person claiming through anyone or more of them.
  - (3) No remuneration or other benefits 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 out of pocket expenses, reasonable and proper interest on money lent or reasonable and proper rent on premises let to the company.


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- (4) Nothing in this clause shall prevent the payment by the company in good faith or reasonable 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) 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.
- 6th. No alteration shall be made in this Memorandum of Association or in the Articles of Association of the Company which are for time being in force, unless the alteration has been previously submitted to and approved by the Registrar Of Companies, Odisha.
- 7th. The liability of the members is limited.
- 8th. The Authorized Share Capital of the company is Rs.5, 00,000/- (Rs. Five Lacs Only) divided into 50,000 (fifty thousand Only) equity shares, of Rs.10/- (Rs. Ten Only) each.
- 9<sup>th</sup>. 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 expenditures 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 regulation of the Company for the time being in force, the accounts shall be open to the inspection of the members.
- Once at least in very 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.
- 10th. If upon a winding-up or dissolution of the Company, there remains, after the satisfaction of all 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 condition 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.
- 11th. 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, addresses, are subscribed hereinto are desirous of being formed into a Company in pursuance of this Memorandum of Association as we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.





Name, address description and occupation of each Subscriber	Number of shares taken by each subscriber	Signature of subscribers	Name, address description and occupation of witness.
1	2	3	4.
Governr of Odisha Represented by Sri Gokul Chandra Patil S/o Late Rangadhar Patil D.No. 5, Type VIII - SGO Unit 6, Bhubaneswar Occupation:- Government Service	9992 (Nine Thousand Nine Hundred Ninety Two)		I, the undersigned, a subscriber to the above Memorandum of Association, have signed in my presence on 20/10/14 at Bhubaneswar, Odisha, the details of the subscribers and I have verified their identity details for their identification details of the subscribers myself of their identity and other particulars as filled in.
Sri Gokul Chandra Patil S/o Late Rangadhar Patil D.No. 5, Type VIII - SGO Unit 6, Bhubaneswar Occupation:- Government Service	1 (One)		Sri Gokul Chandra Patil S/o Late Rangadhar Patil D.No. 5, Type VIII - SGO Unit 6, Bhubaneswar, Odisha - 751003 Occ. Professional P.S. - Capital Police Station Bhubaneswar, Odisha.

Date:- 20.10.14  
 Place:- BHUBANESWAR


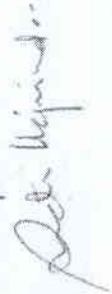
Name, address description and occupation of each Subscriber	Number of shares taken by each subscriber	Signature of subscribers	Name, address description and occupation of witness.
1	2	3	4
<p>G-SRINWAS S/O G.S. CHALAM SER NO: 6 TYPE-5R UNIT I, BHUBANESWAR OCCUPATION GOVERNMENT SERVICE</p>	<p>1 (One)</p>		<p>I have verified the identity details for the subscriber and I am satisfied with the particulars as filed in the application.</p>
<p>Pradipta Kumar Kalapatra S/O Late Guntamba Kalapatra Ser. No-4, Type-VIII Unit-1, Forest Range Bhubaneswar - 751003 Occupation: Government Service</p>	<p>1 (One)</p>	<p>7</p>	<p>Miss Sumati Hegind, D/O Late Mr. O.M. Hegind, R/O MTH/9, Sange Nandan Bhubaneswar - 751003 Occ - Professional P.S. Capital Police Station Pradipta Hegind</p>

Date:- 20.10.14  
Place:- BHUBANESWAR

Name, address description and occupation of each Subscriber	Number of shares taken by each subscriber	Signature of subscribers	Name, address description and occupation of witness.
1	2		4
Raj Kumar Sharma s/o Late Kishore Sharma  VII / 2, Unit-1, Bhubaneswar 751009 Govt Service	1 (One)		I witness to subscribers who have subscribed & signed in my presence on 20/10/14 at Bhubaneswar, Orissa. I have verified their identity details for their identification & satisfied myself of their identification particulars as filled in.
Sheo Sharan - - Srivastava s/o Badri Narain - - Srivastava GRNO. B-5 B.J.B. Nagar BHUBANESWAR - 751014 OCCUPATION: Govt-Service	1 (One)		New Bunder Kepingind, D/O Late Mr. O.M. Kepingind R/O A/10, Sanyal Nagar Bhubaneswar, Orissa - 751003 OC - Professional PS Capital Police Station.  Badi Kepingind.


Date:- 20.10.14  
 Place:- BHUBANESWAR



Name, address description and occupation of each Subscriber	Number of shares taken by each subscriber	Signature of subscribers	Name, address description and occupation of witness.
1	2	3	4
Shri Upendra Nath Bacher. s/o. Late Lakshmintha Bcher. Pl. no. 5, <del>Unit</del> - Type - VIII Unit - 1, Bhubaneswar Occupation - Government Service	1 (One)		I witness to subscribers who have subscribed and signed in my presence on 20/10/2014 at Bhubaneswar, Odisha. I have verified their details for the satisfaction of the Registrar and I have identified myself as a witness in the particulars as filled in.
Shri Aditya Prasad Padhi s/o Narsing Charan Padhi SR-10 Forest Park Unit - 1 Bhubaneswar - 751009 Occupation - Government Service	1 (One)	A. Padhi	Miss Swati Kishore D/O Late Mr. C. M. Kishore R/O A-17/10, Surya Nagar, Bhubaneswar, Odisha - 751003 OCC - Professional P.S. Capital Police Station 

Date:- 20.10.14

Place:- BHUBANESWAR

Name, address description and occupation of each Subscriber	Number of shares taken by each subscriber	Signature of subscribers	Name, address description and occupation of witness.
1	2	3	4
Shri Jnanendra Divakar Sharma S/o Late Balak Ram Co. No. - VII R - 1 Unit - 1 Bhubaneswar - 751009	1 (One)		I witness to subscribers who have subscribed & signed in my presence on 20/10/14 at Bhubaneswar. I have verified their identity details for their identification and satisfied myself of their identity on particulars as filled in.
Total	10000/- (Ten Thousand)		Miss Divya Kishor, D/O Late Mr. O.M. Kishor, R/O A.P. 10, Junga-Nagpur, Bhubaneswar, Odisha - 751003 O.C. - Professional P.S. - Capital Police Station Divya Kishor

Date:- 20.10.14  
 Place:- BHUBANESWAR



Sri Gokul Chandra Patil



Ananta Prasad Padhi



Sri Upendra Narayn Reddy



Sri Raj Kumar Sharma



Sri Pradipta Kumar Mahapatra



Sri Ganesh Srinivas



Sri Jaganathan Dewankar Sharma



Sri Chao Sharma Sureshchandra

सत्य प्रतिलिपि प्रमाणित की जाती है ।  
Certified to be a True Copy

*Chao*  
सहायक कम्पनी रजिस्ट्रार  
Asstt. Registrar of Companies  
उडिशा / Orissa

*Chao*  
04/2/15

# MINISTRY OF CORPORATE AFFAIRS

## RECEIPT FOR eSTAMP

G.A.R.7

SRN : D08509028

Civil

Payment made into : Indian Bank

Service Request Date : 20/01/2015

**Received From :**

Name : SAROJ KUMAR PANDA  
Address : 2ND FLOOR BISWAL COMMERCIAL COMPLEX  
CUTTACK ROAD  
BHUBANESWAR,ORISSA  
751006



**Entity on whose behalf money is paid**

CIN : U75100OR2014NPL018478  
Name : Odisha Mineral Bearing Areas Development corporation  
Address : ARANYA BHAWAN, GD-2/12,  
CHANDRASEKHAR PUR,  
BHUBANESWAR,ORISSA  
INDIA - 751023

**Full Particulars of Remittance**

Service Type: Stamp Duty Fee

Service Description	Type of Fee	Amount(Rs.)
Stamp Duty Fee for Certified Copy of MoA - Memorandum of Association-021214	Normal	10.00
Stamp Duty Fee for Certified Copy of AoA - Articles of Association-021214	Normal	10.00
	<b>Total</b>	<b>20.00</b>

Mode of Payment: Internet Banking - Indian Bank

Received Payment Rupees: Twenty only

Note : Kindly make payment for stamp duty fee and eFiling fee simultaneously