

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

DHINDIA ASSOCIATION

1. The name of the Company is **“DHINDIA ASSOCIATION”**.
2. The registered office of the Association will be situated in the state of **KARNATAKA**
3. The objects for which the Association is established are:
 - a) To advise policy makers on strategic and tactical initiatives, national standards and regulatory activities related to Digital Health for the improvement of health care and cross-disciplinary education and research for well-being of the society, preventing ill-health, improve health outcomes and prolonging life through organized efforts.
 - b) To build capacity in health informatics through the development of curriculum, educational activities, accreditation and professional development across society.
 - c) To promote cross-disciplinary approaches to solving healthcare challenges by fostering collaboration between various specialties within healthcare, digital technology, health informatics and allied disciplines as well as protecting the population from hazards to health.
 - d) To help close the gap between research and practice as well as between education and implementation through effective use of information science and technology through participation in the forums for innovation, incubation and mentoring the industry and associating formally with academic institutions towards the goal of Universal health coverage and Health for all by setting up good and effective healthcare systems.
 - e) To serve as the venue for scientific and industry spotlights spanning the breadth and depth of health informatics as well as liaison between the broader international scientific and industry community

(B) Matters which are necessary for furtherance of the objects specified in clause 3(A)

are:—

- a. To perform the role of a Digital Health advisory for State and Central Government by actively participating and involvement in core committees on Digital Health with respect to tenders, implementation reviews and any other matter pertaining to healthcare information technology (HIT) in the society.
- b. To help, assist and work with Non Governmental bodies such as Private healthcare providers, Mission/Trust organizations, Academic associations for promotion and enhancement of society's Digital Health adoption.
- c. To establish partnerships and consultancy with global multilateral agencies engaged in the field of Digital Health.
- d. To liaise with Academic institutions for capacity building through Curriculum validation, training and Internship and placements assistance for Healthcare IT workforce.
- e. To partner with Health IT Industry to provide Software accreditation. Champion the cause of adoption of various standards and interoperability in the digital health ecosystem.
- f. To support and mentor students and young professionals for enhancing research and innovation in the field of Digital Health through incubation platforms.
- g. To arrange development of Health IT workforce for Digital Health adoption and implementation by creating and/or supporting academic courses and skills training initiatives.
- h. To hold conferences, workshops and webinars with a view to exchange of ideas and experiences in cooperation with academia and industry.
- i. To partner with firm affiliations with similar association, societies or institutions, who are connected with / or related to Digital Health in India and abroad.
- j. To advocate adoption and knowledge transfer in the field of Digital Health by printing/electronic publishing of scientific papers, journal, bulletins, periodicals,



booklets, pamphlets, textbooks and promoting exchange of thoughts and ideas through interactive electronic / other forums.

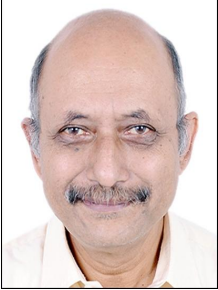



- k. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company for the well being of the society.
- l. To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects.
- m. To borrow or raise money for the purposes of the Company on such terms and on such security as may be deemed fit.
- n. To invest the moneys of the Company not immediately required for its purpose in or upon such investments, securities or property as may be thought fit.
- o. To pay all the costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of the Company and other expenses attending to the printing, stamping and all forms to be filled up by the Members of the Company.
- p. To enter into reciprocal representation agreements with companies in India or other countries, having similar objectives as set out in this Memorandum of Association, and enter into any arrangement for union of interests, cooperation, reciprocal concession or otherwise with any person, association or company carrying on or engaged, or about to carry on or engage in any activity or transaction which this Company is authorized to carry on so as to, directly or indirectly to further the aims and objectives of the Company.
- q. To do all other lawful acts and things as may be incidental or conducive to the realization or attainment of all or any of the objects of the company directly or indirectly.
- r. The profits, if any, or other income and property of the company, when so ever derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum

- s. No portion of the profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the company or to any one or more of them or to any persons claiming through any one or more of them.
 - t. Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.
 - u. Nothing in this 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;
 - v. Establishments or other entities carrying out similar businesses or may assist in achieving its objectives by merging, acquiring or amalgamating with such companies.
4. The liability of the member(s) is limited.
5. Every member of the company undertakes to contribute:
- (i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and
 - (ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding 1000 rupees.
6. True accounts shall be kept of the sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure takes place, and of the property, credits and liabilities of the Association, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being and shall be open to the inspection of members. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

7. If upon winding up or dissolution of the Company there remains, after satisfaction of 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 or institution having objects similar to the objects of the 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.
8. No alteration shall be made to this Memorandum of Association or to the Articles of Association of the Company for the time being in force without the alteration being previously submitted to and approved by Registrar of Companies.
9. 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 name and addresses and description occupations are hereunder subscribed are desirous of being formed into a company not for profit, in pursuance of this Memorandum of Association:

Sr. No.	Names, Addresses, Descriptions and Occupations of Members	Signature	Amount of Guarantee	Photo
1.	Uma Nambiar 13 th Floor, Sea Wind, Rainbow Realtors, Payyambalam, Kannur-678001, Kerala, India OCCUPATION: Professional PAN : ACTPN8352K DIN : 07763542		Rs. 1000/-	
2.	Shashi Bhushan Gogia 28/31, Old Rajinder Nagar-110060, Delhi, India OCCUPATION: Professional PAN : AAHPG8857C DIN : 08249821		Rs. 1000/-	

3.	<p>Uday Sankar Mohalanobish</p> <p>No 276, Jal Vayu Towers, NGEF Layout, Sadanand Nagar, Indiranagar Post, Bangalore – 560038, Karnataka, India OCCUPATION: Professional PAN : AIEPM2277M DIN : 03151102</p>		Rs. 1000/-	
4.	<p>Oommen John</p> <p>Flat No.101, Suraksha Sadan CGHS, Plot No.13, Sector 9, Dwarka-110077, New Delhi, India OCCUPATION: Professional PAN : AEWPJ5642R DIN : NA</p>		Rs. 1000/	
5.	<p>Pramod David Jacob</p> <p>A 3 , Whispering Palms , Youth Hostel Rd, Miramar, Panaji- 403001, Goa, India OCCUPATION: Professional PAN : AHDPJ1638F DIN : 00562220</p>		Rs. 1000/	
6.	<p>Radhamani Prajeesh</p> <p>B011, Suryakiran Apartment, 42/1, Netaji Road, Frazer Town, Bangalore-560005, Karnataka, India OCCUPATION: Professional PAN : ADCPP4926H DIN : NA</p>		Rs. 1000/	

Dated the 28th day of August, 2019

Place: Bangalore

Dated the 28th day of August, 2019

Place: Bangalore

Witnesses to the above Signatures of :

**For MOHIT CHOTIA & CO.
Chartered Accountants**

Mohit Chotia
**CA Mohit Chotia
M.No. 434291**



1. Signature

Name : Mohit Chotia

Father's Name: Pawan Kumar Chotia

Address : 301, 5th-floor, Ankalikar Building,
Near Jain Temple, Sanvid Nagar, Kanadia Road,
Indore-452016, Madhya Pradesh, India.

Occupation : Chartered Accountant

PAN : AWQPC5273P