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THE COMPANIES ACT, 1956

(A company limited by Guarantee not having share capital)

MEMORANDUM OF ASSOCIATION

OF

CONFEDERATION OF REAL ESTATE DEVELOPERS'  
ASSOCIATIONS OF INDIA

- I. The name of the Confederation shall be "Confederation of Real Estate Developers' Associations of India".
- II. The Registered office of the Confederation shall be situated in the state of Maharashtra.
- III. The objects for which the Confederation is established are:

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

1. To act as a group of associations/federations functioning at national and state level and with the object to address the national issues related to real estate sector and better standards for its all member associations.
2. To encourage fraternity, feelings of co-operation and mutual help among the members of the Confederation, in respect of the subjects connected with the common good of the trade, industry and profession of building construction and development of lands.
3. To encourage adoption and promotion of fair business practices according to an ethical code of fair business practices and to maintain efficiency, dignity and integrity of the Confederation.

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

4. To promote and protect the general interest, of the members and to keep liaison with the Government to formulate right policies relating to the trade, industry and profession of building construction and real estate development.
5. To initiate organized action on the subjects connected with the profession of building construction for increasing efficiency, productivity and quality by Modernization and Technology Advancement.
6. To collect and disseminate data, statistics and information and/or cause to help or assist in its publication, on the subjects related to the profession of building construction.
7. To amalgamate with any other association having similar objects.
8. To provide all possible expert advice, guidance and assistance to Members and to make all possible efforts in the general interest of the trade, industry and profession of building construction and development of lands.

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9. To subscribe to become a member and co-operate with any other Association, whether incorporated or not, whose objects are, either wholly or partly, similar to those of this Confederation and to procure from and communicate to any such Association, such information as may be likely to further the objects of this Confederation.
  10. To promote and protect the general interests of the owners of the constructed premises and to promote welfare schemes for such owners.
  11. To promote and protect the general interests of the construction workers and to promote welfare schemes for them.
  12. To promote research in construction and real estate development.
  13. Generally, to do every thing possible that may be necessary or incidental to the attainment of the above objects.
  14. Collaboration or tie-up with international associations connected with real estate/construction for mutual benefit.
  15. To set up and / or assist in setting up training centre for educational purposes, publish periodicals, magazines/journals, arranging conferences, seminars, communication network in connection with the main objects of the Confederation.
  16. To establish, support, maintain polytechnic, colleges and educational institutions, which impart education as also institutions undertaking (either alone or in collaboration with others) various research projects, libraries, reading rooms in connection with the main objects of the Confederation.
  17. To establish, support, maintain and aid boarding houses and hostels and other institutions for books, lodging for needy and deserving students.
  18. To borrow or raise any money that may be required by the Confederation upon such terms as may be deemed advisable, and in particular by the issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Confederation, or by mortgage or charge of all or any part of the property of the institute.
  19. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
  20. To invest the funds of the Confederation not immediately required in or upon any investments or properties of whatsoever nature and wheresoever situate, including shares, stocks, securities, flats, lands and buildings and to sell, call in, vary, exchange or transfer any investment or properties of the Confederation.
  21. To purchase or take by way of lease, sub-lease, gift, exchange, hire or otherwise acquire any movable or immovable property and in particular any land, buildings, workshops, factories, machinery, equipment, furniture, scientific records, experimental data, library, plant, apparatus, appliances and any rights or privileges necessary or convenient for the purpose of the Confederation and to construct, erect, alter, improve and maintain any building and to manage, develop, sell, demise, let mortgage, dispose of, turn to account or otherwise deal with all or

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any part of the assets and rights of the Confederation for cash or any other consideration with a view to the promotion of the objects of the Confederation.

22. To pay all expenses, preliminary or incidental to the setting up of the Confederation and its registration.

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 any object to the Confederation, would make it a Trade Union.

**(C) THE OTHER OBJECTS: NIL**

- IV. The objects of the Confederation shall cover the whole of India.
- V. 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 as 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 Confederation or to any one or more of them or to any person claiming through any one or more of them.
- 3) Except with the previous approval of the Central Government, no remuneration, or other benefit in money or moneys worth shall be given by the Confederation to any members, whether officers or servants of the company or not, except payment or out of pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.
- 4) Except with the previous approval of the Central Government, no member shall be appointed to any office under the Confederation, which is remunerated by salary, fees, or in any other manner not excepted by sub-clause (3)
- 5) Nothing in this clause shall prevent the payment by the Confederation in good faith of reasonable remuneration to any of its officers or servants (not being members)
- VI. No alteration shall be made to this Memorandum of Association or to the Articles of Association of the Confederation which are for the time being in force, unless the alteration has been previously submitted to and approved by the Regional Director, Department of Company Affairs, Western Region, Mumbai.
- VII. The liability of the members is limited.
- VIII. Each member undertakes to contribute to the assets of the Confederation in the event of its being wound up while he a member or within one year afterwards for payment of the debts or liabilities of the Confederation contracted before he ceases to be a member and of the costs, charges and expenses of winding-up and for adjustment of the rights of the contributories among themselves such amount as may be required not exceeding a sum of ten thousand rupees.

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- IX. True accounts shall be kept of all sums of money received and expended by the Confederation and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Confederation; 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 Confederation for the time being in force, 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 once every year.
- X. If upon a winding up or dissolution of the Confederation, 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 Confederation but shall be given or transferred to such other association having objects similar to the objects of this Confederation, to be determined by the members of the Confederation at or before the time of dissolution or in default thereof, by the High Court of Judicature that has or may acquire jurisdiction in the matter.

We, the several persons, whose names, descriptions, addresses, and occupations are subscribed below, are desirous of forming ourselves into a Confederation, in pursuance of this Memorandum of Association: -

Names, address, description and occupation of Subscribers.	Signature of Subscriber	Signature, address, description and occupation of Witness.
<p>Mr. Mohan Deshmukh S/o Mr. Marutirao Deshmukh 7- Happy Home Co-op Hsg. Society, Nehru Road Vile Parle (East) Mumbai – 400 057. Business Age – 49 yrs</p>	<p>Sd/-</p>	<p>Mr. Ashok Rajaram Tawade S/o Rajaram L. Tawde B/6, Bank of India Amrut Tara Co-op Hsg. Society Yari Road, Varsova Mumbai – 400 061. Service Sd/-</p>
<p>Mr. Rajnikant S/o Shamalji Ajmera B/6, Pramukh Palace Kapole Co-op Hsg. Society V.L. Mehta Road, Vile Parle (West) Mumbai – 400 049. Business Age – 46 yrs</p>	<p>Sd/-</p>	<p>Mr. Pramod Madhukar Kale S/o Madhukar Sridhar Kale 15, Vijayshree Durga Society 6th Road, Santacruz (E) Mumbai – 400 055. Service Sd/-</p>
<p>Mr. Gopal L. Raheja S/o Late Lachmandas L. Raheja Raheja House Auxiliam Convent Road Pali Hill, Bandra (West) Mumbai – 400 050. Business</p>	<p>Sd/-</p>	<p>Mr. Vijay Pitamber Lulla S/o Pitamber Lulla 201, Satchitanand Bldg. 12th Road, Khar (West) Mumbai – 400 052. C.A Sd/-</p>
<p>Mr. Kumar Pritamdas Gera S/o Pritamdas T. Gera 200, Gera Plaza Boat Club Road Pune – 411 001. Business</p>	<p>Sd/-</p>	<p>Mr. Chandrasekhar Joglekar S/o Gopal K. Joglekar B/8, 24, Mahindra Nagar Malad (E), Mumbai – 97. Service Sd/-</p>

Names, address, description and occupation of Subscribers.	Signature of Subscriber	Signature, address, description and occupation of Witness.
<p>Mr. Jitendra S/o Mr. Manohardas Thakker Thakker Bungalow Thakker Nagar Gangapur Road Nashik – 422 002. Business Age – 42 yrs.</p>	<p>Sd/-</p>	<p>Mr. Sanjay Pandurang Shetye S/o Pandurang R. Shetye B-502 Regent Deshmukh Residency Borivali (E) Mumbai – 400 068. Service. Sd/-</p>
<p>Mr. Suhas Merchant S/o Mr. Ratilal 1133, Shivajinagar Pune – 411 016. Business Age - 50</p>	<p>Sd/-</p>	<p>Mr. Ganesh Achyut Tatke S/o Mr. Achyut B. Tatke Ramdarshan Co-op Hsg. Society Ltd. Opp. Godrej Showroom Mandada Road Dombivili (E), Thane. Service Sd/-</p>
<p>Mr. Lalit Kumar Jain S/o Kesrimalji Oswal 2 4-B, Gydney Park Shlisberry Park Pune – 411 001. Business Age – 35 yrs</p>	<p>Sd/-</p>	<p>Mr. Anil Prabhakar Mohite S/o Prabhakar B. Mohite 101/D Rajshree Sahar Road, Deolwadi Chakala Andheri (East) Mumbai – 400 099. Service Sd/-</p>

Dated this 10th day of September, 1999.

Place: Mumbai.