

# Form No. INC-33



Form language

English

Hindi

## e-MOA (e-Memorandum of Association)

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013]]

Refer instruction kit for filing the form

All fields marked in \* are mandatory

### \* Table applicable to company as notified under schedule I of the Companies Act, 2013

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL

D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL

E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF  
ASSOCIATION OF A COMPANY  
LIMITED BY SHARES

### Table A/B/C/D/E

1 The name of the company is

SARVAEARTH PRIVATE LIMITED

2 The registered office of the company will be situated in the State of

Uttar Pradesh

3 (a) The objects to be pursued by the company on its incorporation are:

to carry on business of Activities of Ayurveda practitioners, Wholesale of toiletry, perfumery and cosmetics, FMCG products, Wholesale of fruits & vegetables and all other works related with this above object.

(b) \*Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. To enter into contracts, agreements and arrangements with any other company, government and non government body firm or person in India or abroad on behalf of the company for the objects for which the company is formed.  
2. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns or undertakings or of any assets, properties, rights in connection with the business of the company.  
3. To establish branches, subsidiary companies or appoint agencies for or in connection with any of the objects of the company, and to enter into any

arrangement with such subsidiary company for taking the profits to and bearing the losses of any business or branch so carried on or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which seems desirable with reference to any business or branch so carried on including power at any time either temporarily or permanently, or close any such branch or business.

4. To establish and maintain branch offices and local registers and to procure recognition of the company and to carry on business in any part of the world as are possessed by local companies or partnerships or as may be thought desirable.

5. To enter into arrangement with any government or authorities, municipal, local or otherwise, or any other person or company that may seem conducive to the company's objects, or any of them, and to obtain from such government, authority, person or company any rights, privileges, charters, contracts, licenses and any concessions which the company may think fit, desirable to obtain and to carry out, exercise and comply therewith.

6. To improve, manage, cultivate, develop, exchange, refine, repair, alter, let on account, grant rights, and privileges in respect, of or otherwise deal with all or part of the properties and rights of the company.

7. To adopt such means of making known the business of the company as may seem expedient, and in particular by advertising in the press, circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

8. Subject to the provisions of the Companies Act, 2013 to make donations to such persons or institutions and in such case and either by cash or any other assets

as may be thought directly or indirectly conducive to any of the company's objects or otherwise expedient and in particular to remunerate any person or corporations introducing business to this company and also to subscribe, contribute or otherwise assist or guarantee money for charitable scientific, religious or benevolent, national, public, cultural, educational or other institutions or objects or for any exhibition or for any public, general or other objects.

9. 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, and whether between the company and the members or their representatives, or between the company and third parties, to arbitration in India or at any other place outside India, and to observe and perform awards made thereon, and to do all acts, deeds, matters and things necessary or expedient to carry out or enforce the awards.

10. To open any kind of accounts in the bank, and to make, draw, accept, endorse, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.

11. Subject to the provisions of the Companies Act, 2013, to distribute among members in specie or in kind any property of the company or any proceeds of sale or disposal of any property of the company in the winding up of the company.

12. To borrow money from banks, institution and other agencies for the objects of the Company at such terms as may be decided by the Board of Directors from time to time.

13. Subject to the provisions of the Companies Act, 2013 and the Regulations made there under and the direction issued by concerned Authorities, to

provide guarantees, counter-guarantees, third party guarantees or stand as surety for payment of money, secured or unsecured, obtained by the company from banks, financial institutions, companies, firms, individuals or other entities on commission or otherwise and to pay for the money so guaranteed in respect of contracts, mortgages, charges, banking facilities, instruments and securities of any such entities as aforesaid. The company shall give guarantee or security by way of mortgage of Companies immovable properties for such loans/cash credit/overdraft, acquired by any of its directors, bodies corporate, directly or indirectly or the directors, others may themselves advance money to company or other companies at such interest, terms and conditions as they may deem fit.

4 The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.

The liability of the member(s) is limited

The liability of the member(s) is Unlimited

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 \*  rupees.

(iii) The share capital of the company is  rupees, divided into

Equity Share	Shares of	10	Rupees each		150000
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We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

- I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:
- We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of shares taken	DSC	Dated
1	RAM CHANDRA SINGH House no 136 PURVANCHAL ENCLAVE BEHIND MAYA CLINIC SEMRA CHINHAT LUCKNOW- Lucknow Uttar Pradesh 226019 Industria Area Chinhata Lucknow India	AWEPS5357G	5000 Equity,0 Preference	RAM CHANDRA SINGH Digitally signed by RAM CHANDRA SINGH Date: 2023.04.14 00:42:01 +05'30'	14/04/2023
2	SANJAY KUMAR SINGH 3rd 18 WIE Colony Anpara RTC Auri Sonbhadra Dudhi Uttar Pradesh 231225 Anpara Tps Sonbhadra India	CDYPS2375B	5000 Equity,0 Preference	SANJAY KUMAR SINGH Digitally signed by SANJAY KUMAR SINGH Date: 2023.04.14 00:42:19 +05'30'	14/04/2023
Total shares taken			10000 Equity,0 Preference		

#### Signed before me

Membership type of the witness (ACA/FCA/ACS/FCS/ACMA/FCMA)	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	DSC	Dated
	VIVEK KUMAR SHAHI	S/o Ajay Kumar Shahi Vill Semra Bujurg Semra Khurd Barhalganj Gorakhpur UP 273412 (Advocate in Practice)	FNHPS7846K	VIVEK KUMAR SHAHI Digitally signed by VIVEK KUMAR SHAHI Date: 2023.04.14 00:42:33 +05'30'	14/04/2023

7 Shri / Smt  Of  resident of   
 aged  years shall be the nominee in the event of death of the sole member.