

## 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

FEELGOOD MULTITRADE (OPC)  
PRIVATE LIMITED

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

Maharashtra

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

1. To carry on the business of marketing, distribution, sale, purchase, import, export, trading, supply, retail, wholesale, online and offline sale of all kinds of consumer products, lifestyle products, wellness and healthcare products, cosmetics, personal care products, household goods, food products, garments, accessories, electronic items, educational products, agricultural products and other permissible goods and services through direct selling, distributors, dealers, franchisees, agents, representatives, ecommerce platforms, digital platforms and other lawful channels in India and abroad.  
2. To appoint, engage, establish, manage and support distributors, dealers, franchisees, channel partners, stockists, retailers, agents, sales representatives and service providers for promotion, marketing, distribution and sale of the products and services of the Company and to provide

training, business support, customer support and related assistance in connection therewith.

3. To manufacture, process, assemble, package, repack, label, customize, buy, sell, import, export or otherwise deal in all kinds of products, goods and merchandise either on its own or through third parties, and to establish, maintain and operate warehouses, stores, distribution centers, showrooms, websites, mobile applications and other infrastructure required for carrying on the business of the Company.

4. To undertake branding, advertising, promotional, educational, consultancy, marketing and business development activities and to provide services relating to sales promotion, customer relationship management, digital marketing, e-commerce operations and other allied activities necessary or incidental for the attainment of the above objects.

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

1. To establish and maintain research and development laboratories and centers for innovation in software, hardware, and emerging technologies; to apply for, obtain, purchase, or otherwise acquire any patents, trademarks, copyrights, and intellectual property rights.

2. To set up, erect, construct, purchase, take on lease, import, buy, install, run, operate and administer plants, machineries, other equipments and factories and to carry on all such functions and business as are necessary and incidental to meet the objectives of the Company and to dispose off such plants, machineries and spare parts which have become obsolete or worn out.

3. To acquire and undertake the whole or any part of the business, property and liabilities of any person, firm or company carrying on business

which the Company is authorized to carry on or is possessed of property suitable for the purpose of the Company.

4. To apply for and take out, obtain, purchase, acquire and turn to account any copy rights, licenses, concessions, patent rights, inventions, knowhow, monopolies, privileges, trade mark, secret formula or quota which may seem capable of being used for any purposes of the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or informations so acquired and to expend money in experimenting upon and testing and improving or seeking to improve any patent rights, inventions, discoveries, process or information of the Company or which the Company may acquire or propose to acquire.

5. To enter into any arrangements with any Government or any other authority, municipal, local or otherwise or any person or firm or any company that seem beneficial to the Companys objects and to apply for, promote and obtain any act of privilege, concessions, license, or authorization of the Government or any other authority, local or otherwise, for enabling the company to carry any of its objects into effect, or for extending any of the powers of the Company, and to carry out, exercise and comply with any such Act privilege, concessions, license or authorization.

6. To acquire, undertake, use, improve, manage, develop, sell, exchange, lease and / or dispose of technology, technical know-how and turn key projects connected with the business of the Company.

7. To sublet all or any contracts from time to time and upon such terms and conditions

may be thought expedient, in the course of attainment of main object of the Company.

8. To supply to the industries, trade and commerce or other institution, technical managerial know-how, technical guidance and technically trained personnel in relation to the aforesaid products and managerial or the business of the company for the development of such industries for cash or any other compensation or on hire purchase system.

9. To purchase, take on lease or in exchange, hire or acquire any real and personal property including any land, building, easement, machinery, plants, stock in trade, equipments, patterns, components, spares, prototypes and other movable and immovable articles, properties and any rights or privileges therein.

10. To sell any patent rights, brevets, invention, copyright, trade mark, or privileges belonging to the Company or which may be acquired by it or any interest in the same, and to grant licenses for the use of the same, or any of them, and to let or to allow to be used or otherwise deal with inventions, brevets inventions, patents, copyrights, trademarks or privileges in which the Company may be interested, and to do all such acts and think as may be deemed expedient for turning to account any inventions, patent and privileges in which the Company may be interested.

11. To establish, run, maintain branches depots, agencies, organize workshops, establish laboratories and research and development centers to perform such research and development, public competitions, establish godowns and other storing, distributing and marketing facilities and to provide and equip them with tools and equipments

for the attainment of the objects of the Company.

12. To pay all preliminary or pre-incorporation expenses incurred and incidental to the formation, incorporation of this Company including all the preincorporation expenses incurred in connection with formation of any company in which this Company is or may contemplate being interested including any such preliminary expenses or any part of the costs and expenses of the owner of the business of property acquire by the Company.

13. To open and operate any account in any Bank and to draw, make, accept, endorse, discount, execute, and issue promissory note, bill of exchange, bill of lading, and other negotiable or transferable instruments.

14. To aid, peculiarly or otherwise any association, body or movement having for an object the solution and settlement of industrial or labor problems or the promotion of Industry or Trade in general.

15. To have tie ups with the organizations, firms, and individuals that provide services in connection with the services of the main objects of the company.

16. To establish the agency of any subsidiary Company or Companies and to reorganize, promote or incorporate such subsidiary company or companies and to enter into any arrangement with such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on or for the financing any such subsidiary company or guaranteeing its liabilities or to make any other arrangements which may seem desirable with reference to any business or branch so carried on including power at any time and either

temporarily to close any such branch or business. 17. To allocate surplus moneys of the Company not immediately required in such manner as may from time to time be determined.

18. To create any reserve fund, sinking fund, or any other special fund whether for depreciation or for repairing, improving extending or maintaining, any of the property of the Company or for purposes conducive to the interests of the Company.

19. To appoint attorneys for the Company and to grant necessary powers to the attorneys to act for and in the name of the Company or on behalf of the Company or to revoke all or any such powers so given.

20. To establish and maintain or procure the establishment and maintenance of any contributory or noncontributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowance or emoluments to any persons who are or were at any time in the employment or service of the Company.

21. Subject to the provisions of the Companies Act, 2013 to distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, in the event of winding up of the Company.

22. Subject to the provisions of the Companies Act, 2013, to undertake and execute any trust or discretion the undertaking whereof may seem desirable and the distribution amongst the beneficiaries, pensioner or other persons, entitled thereto, of any income capital of annuity, whether periodically or otherwise, and whether in money or spice, in furtherance of

ny trust, direction, discretion obligation or permission. 23. To let on lease or hire the whole or any part of the movable or immovable property and undertaking of the Company or any part or the property of the company as may not be immediately required for the principal business of the Company on such terms, as the Company shall determine. 24. To ensure 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 respect thereof either fully or partially.

25. To appoint or nominate Directors or Managers of any subsidiary company or of any other company in which this Company may be interested.

26. The Company can conceive, develop, create, acquire, register, purchase, license, protect, maintain, renew, sell, assign, transfer, lease or otherwise deal in and dispose of all forms of intellectual property rights including but not limited to trademarks, service marks, trade names, logos, copyrights, patents, designs, domain names, know-how, trade secrets, proprietary rights and any other similar rights, whether in India or abroad;

27. The Company shall have the power to apply for, obtain, register, record, protect, enforce, defend, renew and maintain such intellectual property rights in its own name or in association with any other person, and to oppose or challenge any infringement, misuse or unauthorised use thereof;

28. THAT the Company be further authorised to enter into agreements, arrangements or understandings for licensing, franchising, assignment, transfer, commercial exploitation or otherwise dealing with such intellectual property rights and to receive or pay royalties, fees

or consideration in connection therewith;

29. THAT the Company may undertake all such acts, deeds and things as may be necessary or incidental for the effective protection, management and commercial utilisation of its intellectual property rights.30. To hold, deal with, manage, direct the management to buy, sell, exchange, mortgage, charge, lease, dispose of or grant any right or interest in, over, or upon any real or personal property of any kind whatsoever, including contingent and reversionary interests in any property. 31.To acquire, purchase, lease or otherwise deal in movable and immovable property and to hold or dispose of the same as may be considered necessary or expedient for its business. 32. Subject to the provisions of the Act and these Articles, the Board shall have power to borrow any sum or sums of money for the purpose of the Company on such terms and conditions and from such person or persons, firms, bank or any financial, industrial, institutions or any government or semigovernment corporation as the Company may think fit without limit and upon such terms and in such manner as think fit, apply for any kind of Credit Card, and to grant any mortgage, charge and standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party and execute all such documents as may be required to encumber or charge (including hypothecation, pledge, mortgage) deal with any properties of the company 32. 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 any member or members or his or their representatives, or between the Company and third parties, to arbitration in India or in any place outside India, pursuant to Indian or any foreign system of law, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce any award.

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.

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

|        |              |           |    |             |  |
|--------|--------------|-----------|----|-------------|--|
| 100000 | Equity Share | Shares of | 10 | Rupees each |  |
|--------|--------------|-----------|----|-------------|--|

6

☐ 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                  | NEERAJ SHIVAJI CHAMKIRE 13, BUTTEPATIL CLASSIC PRABHAT ROAD Pune City Maharashtra 411004 Deccan Gymkhana Pune India | 1*0*4*4*                    | 50000 Equity,0 Preferenc  | Neeraj Shivaji Chamkire<br>Digitally signed by Neeraj Shivaji Chamkire<br>Date: 2026.06.15 15:39:05 +05'30' | 15/06/2026 |
| Total shares taken |                                                                                                                     |                             | 50000 Equity,0 Preference |                                                                                                             |            |

### Signed before me

| Membership type of the witness<br>(ACA/FCA/ACS/FCS/ACMA/FCMA) | *Name of the witness    | *Address, Description and Occupation                                                                | DIN / PAN / Passport number / Membership number | DSC                                                                                                         | Dated      |
|---------------------------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------|
| FCS                                                           | Girish Sunitkumar Varma | Add - Office No 22A, Yogesh House, East Street, Pune - 411001<br>Occ - Practicing Company Secretary | 1*5*4                                           | GIRISH SUNITKUMAR VARMA<br>Digitally signed by GIRISH SUNITKUMAR VARMA<br>Date: 2026.06.15 15:39:21 +05'30' | 15/06/2026 |

7 Shri / Smt  Daughter Of  resident of

aged  years shall be the nominee in the event of death of the sole member.