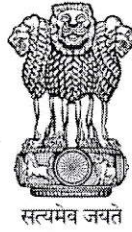


Form No. INC-33



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

CSM UNIVERSE PRIVATE LIMITED

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

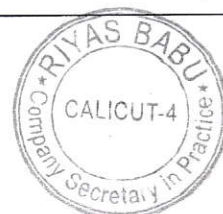
Kerala

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

To carry on in India the business of concept marketing, direct marketing, multilevel marketing and to provide high quality of services and products to clients and consumers either directly or through the network of members, consultants, bonafide commission agents, franchises, associates and distributors of multi level marketing through network publicity, market research analyses, surveys, organizing events, contest, seminar and other advertising and related outdoor activities.

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

01. To establish, carry on, manage, operate and franchise the business through India or elsewhere of manufacturing, selling, marketing and distributing of foods products..
02. To promote, establish, run, manage, supervise, advise, assist, aid, and collaborate with any association, firm, and company, enterprises, undertaking institutions or scheme for the business of the Company.
03. To carry on any activity like



manufacturing, distribution, trading, training for attaining the main objective of the Company.

04. To purchase, take on lease or otherwise acquire the whole or any part of the

undertaking, business property, rights and liabilities of any person, firm, society or company carrying on any business in India or outside India, which the company is entitled to carry on.

05. To purchase, take on lease or import any equipment, vehicles, cars, implements, plants, utensils, products and chemicals that are necessary for the business of the company and for execution and maintenance of the projects in connection with the business of the company.

06. To undertake, handle and carry on business in India and abroad connected with events for different corporate, companies or individuals which includes any happening such as organizing and management of luxury events, government & private events, road shows including financial market, expositions, seminars, fashion shows, concerts, lavish parties, conferences, social events e.g. summer camp for children, game shows, fun events & theme, corporate family carnival, brand launches, brand promotion and management, cultural events & celebrity management, award nights, entertainment shows, music shows, exhibitions, event management shows, fashion shows, organising fairs, expositions, meets, product launches, concerts, gala dinners, weddings, pandals, religious events, government, college and school festivals, theme parties, Online promotion of events, concerts, live shows, parties and sale of tickets or simply bookings & reservations and to acquire, purchase, sale, import or export, let on hire, install for that purposes various things, equipments and systems viz. audio visual systems, exhibitions, display panels and boards,



conference kit and guides, and to provide support services including venue decor and infrastructural support as providing venue booking, no objection certificates and government permissions, sound and light arrangements, fabrication of stalls, stage platforms, decorative items, transportation and labour or any other device or systems to execute the said business.

07. To acquire by concession, grant, purchase, barter, lease or other means and to construct, develop and turn to account, lands, buildings, factories, plantations, easements, way leaves, privileges, rights, licenses, powers and concessions, and any machinery, plant utensils, goods, trademarks, and other movable and immovable property of any description which the company may think necessary or convenient for the purpose of its business or which may seem to the company capable of being turned to account.

08. To establish and maintain any agencies in India or outside India for the conduct of the business of the company or for the sale of any materials or things for the time being at the disposal of the company for sale, and to advertise and adopt means of making known on promoting the use of all or any of the products or goods of the company, in any way that may be thought advisable

09. To apply for, purchase or otherwise, from India or otherwise, acquire any patents, patent rights or inventions, licenses, concessions, copy rights, or secret processes and the like conferring an exclusive or non-exclusive or limited right to use any secret or other informations as to any inventions which may seem capable of being used for any of the purposes of the company, or the acquisition of which may seem calculated directly or indirectly to benefit this



company, and to use exercise, develop, grant licenses in respect of or otherwise turn into account the property rights and information so acquired.

10. To enter into any agreements with any Governments or States or authorities, Municipal, local or otherwise that may seem conducive to the company's objects or any of them to obtain from any such Government or state or Authority any rights, privileges, and concessions which the company may think it desirable to obtain, and to carryout, exercise, and comply with any such agreements, rights, privileges and concessions.

11. To enter into contracts, agreements including foreign collaboration agreements, partnerships, joint ventures and other arrangements with any company, firm, person or organisation in India or abroad for pursuing the objects of the company.

12. To purchase, take on lease or exchange, hire or otherwise acquire any movable or immovable property and/or rights or privileges therein, necessary for carrying on the business of the Company from India and abroad and to export/import any equipment, design, patents, vehicle, cars, implements, plants, utensils, products and other accessories that are necessary for the business of the company.

13. To construct, improve, maintain, develop, work, manage, carry out or control any offices, shops, conveyances or other works and convenience which the Company may think to be directly or indirectly conducive to attain the objects of the Company.

14. To adopt such means of making known the business or the services of the company as may seem expedient.

15. To acquire and undertake in whole or in part the business, property, goodwill,



intellectual property rights and/or liability(ies) of any organisation, person, firm or company carrying on any business which the Company is authorised to carry on or to possess property suitable for the purposes of the Company.

16. To acquire and hold shares in any Company having object wholly or partly similar to that of the Company or carrying on any business capable of being conducted so as to benefit this Company.

17. To enter into partnerships or arrangements for joint ventures in business, sharing of profits, pooling of any undertaking, or for reciprocal concessions, with any other company, firm, organisation or person, carrying on or engaged in any business which are within the objects of the Company or similar thereto.

18. To promote any other company or companies for the purpose of acquiring any privilege, concession, property or asset of any person, firm, company, or organisation or acquiring other rights and liabilities of such other company or companies or concerns or businesses as the case may be, as may be conducive to or beneficial for the purposes of the Company.

19. To amalgamate with any other company or companies having objects altogether or in part similar to those of this Company.

20. To enter into any arrangements with any Government or authority, that may seem beneficial to the Company and to obtain from such Government or Authority any charters, subsidies, loans, indemnities, grants, contracts, licenses, rights, concessions, privileges or immunities which the Company may think desirable and to exercise and comply with any such arrangements, rights, privileges and concessions.

21. To hire, employ and



remunerate experts, foreign or Indian, in connection with the planning, development and implementation of all or any of the business of the Company.

22. To apply for, purchase or otherwise acquire any patents, licenses, intellectual property rights and concessions conferring any rights to use any secret or other information regarding any invention which may seem capable of being used for any of the purpose of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, develop or grant license in respect thereof or otherwise turn to account the rights or information so acquired.

23. To remunerate any person, firm or company for services rendered or to be rendered whether by cash payment or share in the profits of the Company or by allotment of shares or securities of the Company credited as paid up in full or in part or partly in one or more of the above modes and partly in the other, or otherwise.

24. To acquire machinery items and software either from India or from a Foreign country for carrying the business of the company.

25. To construct, maintain, alter, develop or reconstruct any buildings or works necessary or convenient for the purposes of the company's business.

26. To let out on lease or for rent or for hire all or any of the property or any portion thereof of the company either immovable or movable.

27. To pay for properties, rights or privileges acquired by the Company whether by cash payment or share in the profits of the Company or by allotment of shares or securities of the Company credited as paid up in full or in part, or partly in one or more of the above modes and partly in the other, or otherwise.

28. To adopt such means of making known the activities of



the Company as may seem expedient and in particular by advertising in the press, internet, issuing circulars, publication of books and periodicals, purchase and exhibition of works of art or interest and by granting prizes, awards and donations.

29. To sell, improve, manage, develop, exchange, lease, mortgage, or otherwise deal with all or any of the properties and rights of the Company.

30. To sell or dispose off or otherwise deal with the under?taking of the Company or part thereof for such consideration as may be appropriate and in particular; for shares, stocks, debentures, or other securities of any other Company having objects similar to that of the Company.

31. To purchase, acquire, build, construct, demolish, fur?nish, improve, maintain and develop any other things as may be conducive to the business of the Company.

32. Subject to the provisions of the Companies Act 2013 and Reserve Bank of India regulations issued from time to time to borrow and raise money from any financial institutions or banks and to secure or discharge any debt or obligation of the Company in such manner as it may deem fit either through mortgages and charges creat?ed upon all or any of the properties and assets (present and future) of the company and on it?s uncalled share capital; or by creation and issue, on such terms and conditions as may be thought expedient, of debenture stock or other securities of any description .

33. To lend money to and/or guarantee the performance of the contracts and/or obligations of any person or company having dealings with the Company whose objects are similar to those of this Company and to generally give guarantees and indemnities. But the



Company shall not carry on the business of Banking within the meaning of Banking Regulation Act 1949.

34. To receive money on deposit within the permissible limits as per the Companies Act, 2013 or as advance from customers upon such terms as the Company may approve; but the Company shall not carry on Banking business within the meaning of the Banking Regulation Act, 1949.

35. To draw, make, accept endorse, negotiate execute and issue and to buy, sell and deal with bills of exchange, promissory notes and other negotiable or transferable instruments; provided that the Company shall not carry on banking business within the meaning of the Banking Regulation Act, 1949.

36. To procure the registration of the Company in or under the laws of any place in India or abroad and to establish, maintain and manage any agency or branch offices of the Company in India or abroad and to regulate the same or discontinue the same.

37. To insure with any other company or person against losses, damages, risks, and liabilities of all kinds that may affect the assets or profits of the Company.

38. To give charitable aids or donations to any person or institutions as the Company may deem expedient subject to the provisions of the Companies Act, 2013.

39. To pay the costs, charges and expenses preliminary and incidental to the formation of the Company.

40. To invest and deal with the money of the Company not immediately required in such manner as the Company may from time to time be deemed expedient.

41. To provide funds for the training of necessary personnel (including Directors) required for carrying on the business of the



company anywhere in India or abroad.

42. To open account or accounts of the Company with any of the bank or banks and to operate the same.

43. Subject to provisions of the Companies Act, 2013; to distribute, in species if so considered fit, among the members of the Company, any assets or properties of the Company in the event of it being wound up.

44. To establish or support or aid in establishment of association, institution, funds, trusts, and conven?ience, calculated to benefit the employees or ex-employ?ees of the Company or dependents of such persons and to grant pension, gratuity, allowances or relief and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects subject to provisions of the Companies Act, 2013.

45. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the donations, gratuities, pensions allowances and/or emoluments to any persons who are or were at any time in employment or service the Company or any company which is a subsidiary of this company or is associated with the Company or its subsidiary company or who are/were Directors or Officers of the Company or of any such other company as aforesaid and the spouse, child or dependents of any such persons and also to establish, subscribe or subsidise any association, institution, club or fund, calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other company as aforesaid and make payment to or towards the



insurance of any such persons as aforesaid and to any matter as aforesaid either alone or in conjunction with any such other company.

46. To aid pecuniary or otherwise, any association, body or movement having similar objects, for the solution, settlement of labour problems or for the promotion of industry or trade.

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		100000
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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	MATHEWCHEN GEORGE VELLARINGATTU KODUMPIDI KADANADU KOTTAYAM Meenachil Kerala 686651 Kodumpidi Kottayam India	02834815	5000 Equity,0 Preference	MATHEWCHEN GEORGE Digitally signed by MATHEWCHEN GEORGE Date: 2023.07.24 20:11:48 +05'30'	24/07/2023
2	BIJOY SEBASTIAN Naduvilekoot Meenachil Kerala 686651 Kodumpidi Kottayam India	01720550	5000 Equity,0 Preference	BIJOY SEBASTIAN Digitally signed by BIJOY SEBASTIAN Date: 2023.07.24 20:12:34 +05'30'	24/07/2023
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
FCA	AJESH JOSE	VELIYATHUMALI ESTATE, THODUPUZHA, KERALA 685584, PRACTICING CHARTERED ACCOUNTANT	232288	Ajesh Jose Digitally signed by Ajesh Jose Date: 2023.07.24 20:13:10 +05'30'	24/07/2023

7 Shri / Smt

Of

resident of

aged

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


RIYAS BABU ARANHIKKAL
 Company Secretary in Practice
 Door No: 63/4740-A4,A2, First Floor
 Shanthi Building, Rajeev Nagar
 Near Lions Hall, Ashokapuram Road
 P.O. Puthiyara, Calicut-673004, Kerala
 FCS : 7572 · CoP : 8129