

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

GANGBER EV (OPC) PRIVATE
LIMITED

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

Chattisgarh

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

1. To carry on the business of buying, selling, importing, exporting, distributing, trading, marketing, leasing, and dealing in new motorcycles, scooters, mopeds, three-wheelers, electric two-wheelers, electric three-wheelers, and all other similar automobiles and vehicles of every description.

2. To establish, own, operate, manage, and maintain showrooms, dealerships, service centers, workshops, garages, and distribution networks for the sale, servicing, maintenance, repair, refurbishment, and inspection of motorcycles, scooters, mopeds, three-wheelers, and other motor vehicles.

3. To carry on the business of maintenance, servicing, repairing, overhauling, painting, denting, washing, detailing, restoration, customization, and mechanical, electrical, and electronic repair of motor vehicles, including

providing diagnostic, testing, and roadside assistance services.

4. To manufacture, assemble, purchase, sell, import, export, distribute, stock, commission, consign, and otherwise deal in motor vehicle parts, spare parts, accessories, components, tyres, tubes, batteries, lubricants, oils, tools, safety equipment, and all kinds of automotive products and consumables.

5. To act as dealers, distributors, franchisees, stockiest, agents, representatives, commission agents, service providers, or authorised service centers for manufacturers of motorcycles, scooters, mopeds, three-wheelers, motor vehicles, spare parts, accessories, and allied products in India or abroad.

6. To provide customer support services, warranty management, annual maintenance contracts, vehicle inspection, replacement of spare parts, installation of accessories, vehicle care solutions, and other allied automotive services through physical outlets, mobile service units, or digital platforms.

7. To undertake all such activities as are incidental or conducive to the attainment of the above objects, including entering into agreements with manufacturers, suppliers, financial institutions, insurance companies, technology providers, and other entities for promoting, financing, servicing, marketing, and facilitating the business of automobiles and allied products.

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

1. To purchase, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary or convenient for the purpose of its main business.

2. To enter into partnership or into any arrangement for sharing profits, union of interest, joint

venture, reciprocal concession or cooperation with persons or companies carrying on or engaged in the main business or transaction of this Company.

3. To import, buy, exchange, alter, improve and manipulate in all kinds of plants, machinery, apparatus, tools and things necessary or convenient for carrying on the main business of the Company.

4. To vest any movable or immovable property, rights or interests required by or received or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favor of the Company.

5. To purchase, build, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any plants, warehouse, sheds, offices, shops, stores, buildings, machinery, apparatus, labour lines, and houses, warehouses, and such other works and conveniences necessary for carrying on the main business of the Company.

6. To undertake or promote scientific research relating to the main business or class of business of the Company.

7. To takeover the whole or any part of the business, goodwill, trade-marks properties and liabilities of any person or persons, firm, companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on business this Company is authorised to carry on, possession of any property or rights suitable for the purpose of the Company and to pay for the same either in cash or in shares or partly in cash and partly in shares or otherwise.

8. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organizations for technical, or any other such assistance for carrying out all or

any the main objects of the Company or for the purpose of activity research and development of manufacturing projects on the basis of knowhow, or technical collaboration and necessary formulas and patent rights for furthering the main objects of the Company.

9. Subject to Sections 230 to 232 of the Companies Act, 2013, to amalgamate with any other company of which all or any of their objects companies having similar to the objects of the Company in any manner whether with or without the liquidation.

10. Subject to any law for the time being in force, to undertake or take part in the formation, supervision or control of the business or operations of any person, firm, body corporate, association undertaking carrying on the main business of the Company.

11. To apply for, obtain, purchase or otherwise and prolong and renew any patents, patent rights, brevets, inventions, processes, scientific technical or other assistance, manufacturing processes know-how and other information, patterns, copyrights, trade-marks, licenses concessions and the like rights or benefits, conferring an exclusive or non-exclusive or limited or unlimited right of use thereof, which may seem capable of being used for or in connection with the main objects of the Company or the acquisition or use of which may seem calculated directly or indirectly to benefit the Company on payment of any fee royalty or other consideration and to use, exercise or develop the same under or grant licenses in respect thereof or otherwise deal with same and to spend money in experimenting upon testing or improving any such patents, inventions, right or concessions.

12. To apply for and obtain any order under any Act or

Legislature, charter, privilege concession, license or authorisation of any Government, State or other Authority for enabling the Company to carry on any of its main objects into effect or for extending any of the powers of the Company or for effecting and modification of the constitution of the Company or for any other such purpose which may seem expedient and to oppose any proceedings or applications which may seem expedient or calculated directly or indirectly to prejudice the interest of the Company.

13. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the Company or any of them and to obtain from any such Government, authority, person or company any rights, charters, contracts, licenses and concessions which the Company may think desirable to obtain and to carry out, exercise and comply.

14. To procure the Company to be registered or recognised in or under the laws of any place outside India and to do all act necessary for carrying on in any foreign country for the business or profession of the Company.

15. To draw, make, accept, discount, execute and issue bills of exchange, promissory notes bills of lading, warrants, debentures and such other negotiable or transferable instruments, of all types or securities and to open Bank Accounts of any type and to operate the same in the ordinary course of the Company.

16. To advance money either with or without security, and to such persons and upon such terms and conditions as the Company may deem fit and also to deal with the money of the Company not immediately required.

17. To carry, conduct any other objects which are required to carry main business activities as mentioned in clause 3(a).

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

10000	Equity Share	Shares of	10	Rupees each	
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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	VEENA SAHU 51, GUDI PARA DURG Berla Chattisgarh 491332 Sarda Durg India	O*L*S*6*5*	10000 Equity,0 Preferenc	VEENA SAHU Digitally signed by VEENA SAHU Date: 2026.07.24 11:16:47 +05'30'	23/07/2026
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	NAYANI AGARWAL	SF-235, JMD MEGAPOLIS, SECTOR 48, SOHNA ROAD, GURUGRAM, HARYANA, 122018	5*1*1*	 NAYANI AGARWAL	23/07/2026

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