

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

SWARNIM HOUSE OF ARTISANS
(OPC) PRIVATE LIMITED

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

Karnataka

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

OBJECTS OF THE COMPANY
(A) THE OBJECTS TO BE PURSUED
BY THE COMPANY ON ITS
INCORPORATION
1. To carry on, whether in
India or abroad, whether on its
own account or as principal,
agent, commission agent,
franchisee, distributor, stockist,
reseller or otherwise, the
business of designing, sourcing,
procuring, manufacturing
(including through job-work or
third-party arrangements),
branding, marketing, buying,
selling, trading, retailing,
wholesaling, importing, exporting
and dealing in the following
products and allied articles:
a. Silk and Textile Products ?
including silk stoles, silk scarves,
silk sarees, silk dupattas, shawls,
dress materials, fabrics,
garments, home furnishings,
accessories and all other articles
made wholly or partly of silk or
other natural or synthetic fibres.
b. Handicrafts and Artisanal
Products ? including handloom
products, traditional crafts,

embroidered and hand-painted articles, wooden, metal, brass, terracotta, pottery, ceramic, jute, bamboo, paper, leather and decorative artefacts, gift items and home dcor products.

c. Clothing and Apparel ?
including ready-made garments, ethnic wear, western wear, designer wear, customised clothing, uniforms, athleisure, fashion accessories, footwear, bags, belts and allied lifestyle products.

d. Jewellery and Ornaments ?
including artificial, imitation, costume, customised and semi-precious jewellery, beaded jewellery, bridal jewellery and related accessories and packaging materials.

2. To establish, develop, own, operate and manage online, digital and offline sales and distribution channels for the products of the Company, including the Company's own website, mobile applications, social media platforms, third-party e-commerce marketplaces, retail stores, showrooms, kiosks, pop-up stores, exhibitions and franchise outlets, and to carry on direct-to-consumer (D2C), omnichannel and cross-border e-commerce business.

3. To carry on the business of import and export of all products dealt in by the Company and to act as merchant exporters, buying agents, selling agents, consolidators, indenters and commission agents in domestic and international markets.

4. To build, develop and promote a design-led and globally recognised lifestyle brand focused on silk, handicrafts, apparel, jewellery and allied products, while supporting artisans, weavers, craftsmen and other producers through ethical sourcing and sustainable business practices.

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

(B) MATTERS WHICH ARE
NECESSARY FOR FURTHERANCE
OF THE ABOVE OBJECTS

1. To acquire, lease,

establish and operate offices, studios, warehouses, fulfilment centres, retail outlets, showrooms and storage facilities.

2. To source raw materials, finished goods, packaging materials and other inputs required for the business.
3. To enter into arrangements with manufacturers, artisans, designers, suppliers, e-commerce operators, logistics providers, payment gateways and other service providers.
4. To undertake branding, advertising, digital marketing, social media promotion, exhibitions and trade fairs.
5. To provide customisation, packaging, gift-wrapping, return, replacement and customer support services.
6. To import, export, transport, store and distribute goods and to establish logistics and supply-chain infrastructure.
7. To acquire, register, protect, license and exploit trademarks, copyrights, designs, patents, domain names and other intellectual property rights.
8. To appoint employees, consultants, agents, distributors, franchisees, dealers, influencers and other representatives.
9. To open and operate bank accounts, payment gateway accounts, merchant accounts and other financial arrangements.
10. To borrow or raise money and secure repayment by mortgage, charge, hypothecation or other security over the assets of the Company, subject to applicable law.
11. To apply for and obtain all registrations, licences and approvals required for the business, including GST, PAN, TAN, IEC, DGFT, MSME/Udyam, trademark and other statutory registrations.
12. To acquire, lease, hire or otherwise obtain movable and immovable properties, vehicles, equipment, software and technology required for the

business.

13. To enter into partnerships, joint ventures, collaborations, strategic alliances and commercial arrangements with any person or entity in India or abroad.

14. To pay all preliminary and incidental expenses relating to the formation and incorporation of the Company.

15. To do all such lawful acts, deeds and things as are incidental or conducive to the attainment of the above objects.

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	
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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	SHILPI POPLI A-604, Pride Pristine Apartment, Huskur Gate Anantha Nagar, Phase 3, Kammasandra, Electronic City, ekal, Bang Bangalore Karnataka 560100 NA India	0*1*6*7*	10000 Equity,0 Preferenc	SHILPI POPLI Digitally signed by SHILPI POPLI Date: 2026.05.22 14:49:03 +05'30'	22/05/2026
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	Prudhvi Raju Vemanamanda	4th Floor, A1 Towers, Sri Rama Colony, Kavuri Hills Phase 3, Kavuri Hills, Madhapur, Hyderabad, Telangana 500081	2*2*7*	VEMANAMANDA PRUDHVI RAJU Digitally signed by VEMANAMANDA PRUDHVI RAJU Date: 2026.05.22 14:49:39 +05'30'	22/05/2026

7 Shri / Smt Son Of resident of

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