

[Pursuant to Schedule I (see sections 4 and 5) to the Companies Act, 2013] FORM NO. INC-33

SPICE+MOA
(e-Memorandum of Association)

* Table applicable to company as notified under schedule I of the companies Act, 2013

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

1. The Name of the Company is

FUTURE CREATION MARKETING (OPC) PRIVATE LIMITED

2. The Registered office of the company will be situated in the state of

Haryana-HR

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

To carry on the business in India or elsewhere of maintaining, operating, managing, shopping centres, immovable properties of all nature and description including shopping malls, commercial complexes, shopping plazas, , departmental stores, hypermarkets, shops, business for buying, selling, importing, exporting, distributing, transporting, warehousing, promoting, supplying, trading and dealing of all kinds of goods including fast moving consumable goods, merchandise either raw material, finished or semi-finished items of grocery, garments, fruits and vegetables, apparels, furniture, fixture and furnishing, cosmetic, child care products, electric and electronic products, home decor, jewellery, foot wear, entertainment, stationery, books and journals etc.

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

1. To apply for, purchase or by other means acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patent rights, inventions, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account, and to manufacture under or grant franchise or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
2. To import all kinds of equipment, tools and machinery required to set up and carry on the said projects in the main object and arrange financial assistance, bank loans for any project to be developed and to enter into Joint Venture with State Government, other Government authorities as well private bodies for provision of services and products developed by the Company.
3. To enter into guarantees, indemnities, bonds and undertakings and to provide cash deposits, counter-indemnities or any other form of security whatsoever which may be required or acceptable in India for the performance of the obligations of or to secure claims against any person.
4. To effect all such insurances in relation to the property of Company and the carrying on of its business and any risk incident thereto as may seem expedient.
5. To refer to or agree to refer any claims, demands, 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 members of the Company and / or his representatives, or between the Company and third parties, to arbitration and to observe and perform and do all acts, matters and things to carry out or enforce the awards, to act as agents for service of process and otherwise represent foreign entities in legal and arbitral proceedings in India.
6. To provide for or utilize such sum or sums of money that may be agreed upon by the Company from time to time for research and development connected with the objects of the Company and for the protection of the interest of the Company and securing any process or processes / patent or patents or protecting any invention or inventions which the Company may acquire or propose to acquire or deal with

7. To appoint engineers, technicians, professionals, contractors, managers, brokers, canvassers, agents and other persons and to establish, undertake, transact, execute, and maintain agencies or branches in any part of India or elsewhere for the purpose of the company's business and to discharge and to discontinue the same.
8. To engage any person, firm or company rendering professional, consultancy or advisory services to the Company and to remunerate any such person, firm or company as may be thought expedient.
9. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organizations for technical, financial or any other assistance for carrying out all or any of the objects of the company or for the purpose of activating research and development of manufacturing projects on the basis of know-how, technical collaboration and acquire necessary formulae and patent rights for furthering the objects of the company.
10. To purchase or to lease or take on licence or in exchange, hire or otherwise acquire and to erect, maintain, reconstruct, and adopt any land, building and any other kind of real and personal property whether moveable or immovable necessary or convenient for the purpose of the business of the Company and for that purpose to enter into any Agreement, Deed of Sale or any kind of arrangement with any party and to create any kind of fund (depreciation, reserve, sinking, insurance) for repairing, maintaining, improving or replacing its assets / properties and also to extend, expand, develop the business of the Company by adding or altering, enlarging all or any of the buildings, premises and machinery stock in trade for the time being the property of or in possession of the Company and by expending from time to time, such sums of moneys as may be necessary or expedient for the purpose of improving, repairing and maintaining the buildings, machinery and property for the time being of the Company.
11. To exchange, sell, convey, mortgage, assign or let on lease or leases the whole or any part of the property (whether immovable or movable except securities) of the Company and to take back or reacquire any property so disposed off by repurchasing or leasing the same for such price or prices and on such terms and conditions as the Company may think fit.
12. To apply for, purchase or otherwise acquire and protect, prolong and renew whether in India or in any part of the world, for the purpose of using in its business, any patents, patent rights, copy rights, sophisticated technology, designs, licenses, concessions, conferring any exclusive or non-exclusive or limited right to use any secret, technical or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may directly or indirectly benefit the Company.
13. To undertake the payment of all rent and the performance of all covenants, conditions and agreements contained in and reserved by any lease that maybe granted or assigned to or is otherwise acquired by the Company.
14. To purchase the reversion or reversions or otherwise acquire the freehold rights in all or any part of the lands for the time being held under lease or for an estate less than a freehold estate by the Company.
15. To enter into any arrangements with any Government Authorities (Central, State, Municipal, local or others) or Company (whether incorporated in India or outside India) firm or person that may seem conducive to the attainment of Companies objects or any of them and to obtain from any such Government or other authorities any orders, charters, licenses, authorizations, rights, subsidies, loans, indemnities, sanctions, protection, privileges and concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any arrangements, rights, privileges, subsidies and concessions.
16. To advance money to such persons and on such terms as may seem expedient and in particular to member of the staff, customers and others having dealings with the Company and to guarantee the performance of contracts and engagements by any such persons.
17. To make advances of such sum or sums of money upon or in respect of or for the purchase of goods, machinery, stores or any other property, articles and things required for the purposes of the Company upon such terms, with or without security as the Company may deem expedient.
18. Subject to the provisions of the Companies Act, 2013 and as per directives of the Reserve Bank of India, to borrow money for any of the purposes of the Company and provide security for any such money so borrowed. Provided that the OPC shall not carry on Banking business as defined in the Banking Regulation Act, 1949 and shall not carry out any investment or activity in violation of Rule 3(6) of Incorporation Rules, 2014.
19. To apply for, promote and obtain any order, license or consents of the Department of Industry or other Authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated, directly or indirectly to promote the Company's interests and to oppose any proceedings directly or indirectly that are likely to prejudice the Company's interests.
20. To open account or accounts with any Bank or Banks and to pay into and to withdraw money from such account or accounts.
21. To enter into such contracts as may be necessary for all or any contracts from time to time and upon such terms and conditions as may be thought expedient.
22. To distribute any of the property of the Company or any proceeds of sale or disposal of any property in specie or kind among the members, subject to the provisions of the Companies Act, 2013, in the event of winding up of the Company.
23. To pay out of the funds of the Company all expenses of and incidental to the formation, registration, advertisements and establishment of the Company.
24. To create any reserve fund, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, insuring, improving, extending or maintaining any of the property of the Company or for any other purpose, conducive to the interest of the

Company.

25. Subject to the provisions of the Companies Act 2013, to subscribe, contribute, gift or donate any moneys, rights or assets for any national, educational, religious, charitable, scientific, public, general or useful object or to make gifts or donations of moneys or such other assets to any institutions, clubs, societies, associations, trusts, scientific research associations, funds, universities colleges or any individual, body of individuals, or bodies corporate for the purpose of corporate social responsibility activities.

26. To establish and maintain or procure for the establishment and maintenance of any contributory or non-contributory pension or superannuation, provident or gratuity funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances, bonus or emoluments to any persons who are or were at any time in the employment or service of the Company and make payments to or towards the insurance of any such persons as aforesaid.

27. To do the above things in any part of the world either as principals, agents, contractors, trustees or otherwise and either by or through agents, trustees, sub-contractors or otherwise and either alone or in conjunction with others and to allow any property to remain outstanding with such agents or trustees.

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. The share capital of the company is

100,000.00

rupees, divided into,

10,000.00	Equity	shares of	10.00	rupees each	,and
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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 (Applicable in case of one person company):

S.No.	Subscriber Details					
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken	DSC	Dated	
1	Anita Devi D/o Sube Singh R/o 141, Danokri, Sidhrawali, Gurgaon, Haryana-122413, Occupation: Business	CESPD2157R	10000	Equity	ANITA DEVI Digitally signed by ANITA DEVI Date: 2021.07.02 17:38:05 +05'30'	02/07/21
				Preference		
Total Shares taken			10,000.0	Equity		
				Preference		

Signed before Me					
Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated	
FCA	Manish Gupta	Manish Anil Gupta & Co. Add: 701-702, 7th Floor Vishwa Sadan Tower District Centre Janakpuri Delhi-110058, Occupation: CA	537314	MANISH GUPTA Digitally signed by MANISH GUPTA Date: 2021.07.02 17:59:23 +05'30'	02/07/21

7. Shri/Smt

MANJEET

Son

of

MAHENDER SINGH

resident of

141, Danokri, Sidhrawali, Gurgaon, Haryana-122413

Aged

35

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

Modify

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