

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

VITAL ELECTRONICS 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 in India and/ or abroad business of manufacturing, trading, concurrent engineering, sourcing and job work of populated printed circuit Boards and/ or electronics assemblies, testing and custom designed packing of products.

2. To take over the existing business carried under the name and style of Vital Electronics & Manufacturing Co. pursuant to conversion.

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

1. To provide consulting, technical support, and after-sales services to customers for electronic components and associated equipment, ensuring their optimal use and functionality.

2. To establish and maintain warehouses, and distribution centers for the production and storage of electronic components and related products.

3. To provide contract manufacturing of PCBA (Printed circuit Boards Assemblies) for auto insertion for Thru Hole components, SMT and MI component placement.

4. To borrow or raise money in such manner as the company shall think fit and in particular by the issue of debentures or debentures stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.

5. To let mortgage or sell or otherwise dispose of any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as may be thought fit and to accept payment or satisfaction for the same in cash or otherwise and in particular, for securities of any other company having objects similar to those of the Company.

6. To enter in to partnership or into any arrangements for sharing of profits, amalgamation, union of interest, reciprocal concession or co-operation with any person, partnership or company to promote and aid in promoting, constituting, forming and organizing companies or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of the Company or of

advancing directly or indirectly the objects thereof for any other purpose which this company may think expedient. And also to pay for any properties, rights or privileges acquired by this company either in shares of the Company or partly in shares and partly in cash or otherwise and to give shares or stock of this Company in exchange for shares or stock of any other company.

7. To enter into any arrangements with any Government or authorities supreme, municipal local or otherwise, or any person or company that may seem conducive to the Company's Objects or any of them to obtain from any such Government, authorities, person or company any rights, privileges, charters, contracts, licenses and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges, charters, contracts, licenses and concessions.

8. To lend, invest or otherwise employ or deal with money belonging to or entrusted to the Company in securities and shares or other movable or immovable property or with or without security upon such terms and in such manner as may be thought proper and from time to time to vary such transactions and investments in such manner as the Directors may think fit subject to the provisions of the Companies Act, 2013.

9. To pay, or satisfy the consideration for any properties, rights, privileges or assets whatsoever which the company is authorised to purchase or otherwise acquire either by payment in cash or by the issue of shares, or other securities of the Company or in such other manner as the Company may

agree or partly in one mode and partly in another or others.

10. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal with cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds, bills of lading, railway receipts, warrants and all other negotiable or transferable instruments.

11. To open account or accounts with any firm or with any bank or banks or bankers and to pay in to and to withdraw money for such accounts.

12. To apply for, tender, purchase or otherwise acquire any contracts, sub-contracts, licenses and concessions for or in relation to the objects or business herein mentioned or any of them, and to undertake, execute, carry out, dispose of or otherwise turn to account the same.

13. To employ experts to investigate and examine into the conditions, prospects, value, charter and circumstances of any business concerns and undertakings having similar objects and of any assets, property or rights.

14. To do the business which this company is authorised to carry on by means or through the agency of any 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 branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to

close any such branch or business.

15. To nominate any Directors or Managers of any subsidiary company or of any other company in which this company is or may be interested.

16. To take part in the management, supervision and control of the business or operations of any company or undertaking having similar objects and for that purpose to appoint and remunerate any directors, trustees, accountants or other personnel.

17. To pay all preliminary expenses of any company promoted by the Company or any company in which this company is or may contemplate being interested including in such preliminary expenses all or any part of the cost and expenses of owners of business or property acquired by the Company.

18. To acquire and take over the whole or any part of the business property and liabilities of any person or persons from incorporation carrying on any business which this Company is authorized to carry on or possessed of any property or rights suitable for the purposes of the Company and to carry on or liquidate and wind up such business.

19. To acquire by purchase, lease or otherwise land, building and here detements of any tenure or description situate in any place in India or elsewhere and any estate or interest therein, any right over or connected with land so situate and lump the same in account as may seem expedient and in particular by preparing building sites and by construction, altering, improving, decorating furnishing and maintaining the same to achieve the above

objects.

20. To enter into contracts of every description in connection with the business of the Company.

21. To purchase, take on lease, hire and otherwise however, acquire any immovable or moveable property, patents, licenses, rights and privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, tenements, buildings and easements and to pay for same either in cash or in share or securities and to sell, let lease or indent ease or otherwise dispose of or grant rights over any immediate property belonging to the company.

22. To purchase or otherwise enquire, erect, maintain or reconstruct any building, offices, factories, warehouses, found necessary or convenient for the purpose of the Company.

23. To enter into any kind venture, any management, for sharing profits and losses union of interest, joint ventures, reciprocal concession or otherwise with any person or persons firm or concern or corporation carrying on or engaged in or about to carry on or engaged in any business or enterprise which the Company is authorized to carry on and to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such Company and to sell, hold, reissue with or without guarantee or otherwise deal with such shares stock or securities.

24. To invest and deal with the moneys of the Company not immediately required in shares, stock, bonds, debentures, obligations or other securities of

any Company or association or in Government securities or in deposit with Banks or in any other investments or commodities or in any other manner as may from time to time as determined.

25. To promote any Company or Companies for the purpose of acquiring all or any of the properties, rights and liabilities of this Company having similar business.

26. To enter into any arrangement with any Government or authorities Municipal Local or otherwise they may seem conducive to the Company's activities or any of them and to obtain from any such Government or authority any rights, privilege and concessions which the Company may think it desirable or expedient to obtain and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions.

27. To procure the recognition of the Company under the laws or requisitions of any other country and to do all acts necessary for carrying on any business or activity of the Company in any foreign country.

28. To insure any of the properties, undertaking connects guarantees or obligations of the Company of every nature and kind in any manner whatsoever.

29. To establish and maintain local registers, agencies and branches, places or business and procure the Company to be registered to recognized and carry on business in any part of the world.

30. To establish provide maintain, conduct and experimental workshop for scientific and technical research and experiment to undertake

and carry on scientific and technical researches, experimental and test of all kinds to promote studies and researches both scientific and technical, investigations and inventions, by providing, subsidizing and endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the remunerations of scientific or technical professors or teachers and by providing or contributing to the award of scholarships, prizes grants to students and /or employees or otherwise and generally to insurance , promote and reward studies researches investigations, experiments test and inventions or any kind that may be considered likely to assist any business which the Company is authorized to carry on.

31. To engage all type of skilled and unskilled personnel as may be required for the Company.

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

1000	Equity Share	Shares of	100	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	Mahesh VasANJI Maroo S/o. VasANJI Kurpar Maroo resident of A2/501,5th floor, Neelkanth Regent, R.N Narkar Marg, (Near Datta Samant Union Office), Pant Nagar, Ghatkopar(E), Mumbai ? 400075 Occupation: Business	0*1*7*3*	150 Equity,0 Preference	MAHESH VASANJI MAROO <small>Digitally signed by MAHESH VASANJI MAROO Date: 2024.10.09 12:27:00 +05'30'</small>	09/10/2024
2	Rajkumar Kishore Kapur S/o. Kishore Kishan Kapur residing of B-3 Corinthian Building 17, Off Arthur Bunder Road, Opp Fariyas Hotel Colaba, Mumbai ? 400005 Occupation: Business	0*2*6*5*	850 Equity,0 Preference	RAJKUMAR KISHORE KAPUR <small>Digitally signed by RAJKUMAR KISHORE KAPUR Date: 2024.10.09 12:28:12 +05'30'</small>	09/10/2024
Total shares taken			1000 Equity,0 Preference		

Signed before me

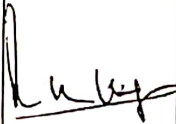
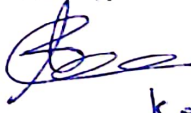

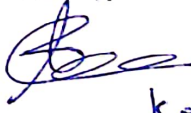
Membership type of the witness (ACA/FCA/ACS/FCS/ACMA/FCMA)	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	DSC	Dated
FCS	Prajakta V. Padhye	B-201, Pratik Industrial Estate, Mulund Goregaon Link Road, Nahur (W), Mumbai - 400 078; PCS	7*7*	PRAJAKTA VASANT PADHYE <small>Digitally signed by PRAJAKTA VASANT PADHYE Date: 2024.10.09 12:58:43 +05'30'</small>	09/10/2024

7 Shri / Smt Of resident of

aged

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

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, and we respectively agree to take the number of shares in the capital of the company set against our respective names

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	No. Equity shares taken by each subscriber	Signature of Subscriber	Signature of witness With Description and Occupation
	Mr. Rajkumar Kishore Kapur B-3 Corinthian building 17 off Arthur bunder Road, Colaba, Mumbai 400005. Maharashtra, India Occupation: business	850		I witness to the Subscriber No 1&2 who has subscribed and signed in my Presence on 20 th September, 2024 at Navi Mumbai Further I have verified their Identity details for their Identification and satisfied myself of their Identification Particulars as filled in  Keshav - CA Mahesh Madhokkar (Chartered Accountant) A-104 fantasia CHSL, Rafaja Gardens, CBS Road, Thane (W) 400 604.
2.	Mr. Maheshvasanji Maroo A2 1501, 5 th Floor, Neelkanth Regent, R.N. Narkar Marg, (Near Datta Samant Union Office), Pant Nagar, (Ghatkopar (E) Mumbai - 400075 Maharashtra, India Occupation - Business	150		 Keshav - CA Mahesh Madhokkar (Chartered Accountant) A-104 fantasia CHSL, Rafaja Gardens, CBS Road, Thane (W) 400 604.
	TOTAL	1000		Son of Keshav (Chandrajji Madhokkar)

Date: 20/09/2024

Place: Navi Mumbai