

Form No. INC-33**e-MOA (e-Memorandum of Association)**

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013]



Form language

☒ English☐ Hindi

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

(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)

Table A/B/C/D/E

1 The name of the company is

B.S. SPONGE LIMITED

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

West Bengal

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

Due to space restriction, complete set of MOA is attached in this form.

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

1. To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with, all or any part of the property and rights of the Company. 2. To accept stock or share in, or debentures, mortgaged debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company. 3. To grant or guarantee loans or advances to any company, association or concern engaged in similar business and to assist its development or expansion or to undertake and start any new institution approved by the Company. 4. To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly or enhance the value of or render profitable any of the Company's property or rights. 5. To acquire and undertake the whole or any part of the business, property, and liabilities of any person, firm or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of this

Company and to enter into arrangements or agreements with any company or person for joint operation, control, and management of any industry, business or trade which is conducive to the interest of the Company.

6. To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, for which the Company shall consider to be in the nature of preliminary expenses including therein the cost of advertising, commissions for underwriting, brokerage, printing and stationery and expenses attendant upon the formation of agencies.

7. Upon any issue of shares, debentures or the securities of the Company, to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services by payment in cash, or by the issue of shares, debentures or other securities of the Company, or by the granting of options to take care of the same, or in any other manner allowed by law.

8. Generally, to purchase, take on lease or in exchange, hire, or otherwise acquire, any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business and in particular and land, building, easements, machinery, plant, instruments and stock-in-trade.

9. To construct, maintain and alter any building, or works necessary or convenient for the purpose of the Company and to construct, improve, maintain, develop, work, manage, carry out or control any roadways, tramways, branches, or sidings, bridges, manufactories, warehouse, electric works, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to, subsidies, or otherwise assist to take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.

10. To develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up, and improving building, and by planting, paving, draining, farming, cultivating and letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders and others.

11. To apply for and take out, purchase or otherwise acquire any trademark, patents, patents rights, inventions, copyright, designs or secret processes, which may be useful for the Company's object and to grant license to use the same, and to work, develop, carry on, exercise and turn to account the same.

12. To manufacture, buy, sell, import, export, install, work and generally deal in, any things of any description, which in the opinion of the Company is in connection with any of its objects and to issue, or guarantee the issue of, on the payment of interest, the shares, debentures, debenture stock, or

securities or obligations of any company or association and to pay or provide for brokerage, commission, and underwriting in respect of any such issue. 13. To draw, make, accept, discount, execute, issue and negotiate, bills of exchange and promissory notes, debentures, and other negotiable or transferable instruments and to borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital, and to purchase redeem or pay off any such securities. 14. Subject to provisions of the Act and Rules made thereunder and the directives of the Reserve Bank of India, to borrow money or to receive money or deposits for the purpose of financing the business of the Company either with security, lien and collateral or mortgage or other security charge on the undertaking on all or any of the assets of the Company including uncalled capital and to increase, reduce or pay off any such securities. 15. To lend money to such persons or companies or institutions and on such terms as may seem expedient, and in particular to customers and others having dealing with the Company, and to guarantee the performance of contracts by any such persons or companies. 16. To invest the money of the Company not immediately required in such manner, other than in the shares of this Company, as from time to time may be determined. 17. To acquire the subscription, purchase or otherwise and to accept and take, hold and sell, shares or stocks in and company, society or undertaking, the objects of which shall, either in whole or in part, be similar to those of this Company, or such as may be likely to directly or indirectly promote or advance the interests of this Company. 18. Distribute in specie or otherwise as may be resolved, any assets of the Company among its members, and particularly the shares, debentures or other securities of any other Company formed to take over the whole or any part of the assets or liabilities of this Company. 19. To establish agencies in India and elsewhere and to regulate and discontinue the same. 20. To do all or any of the matters hereby authorised (in any part of the world) either alone or in conjunction with or as factors, trustees or agents for any other companies or persons, or by or through any factors, trustees or agents. 21. To undertake and execute any trusts, the undertaking whereof may seem desirable, either gratuitously or otherwise. 22. To promote subsidiary companies for the purpose of implementing any of the objects of the Company herein-before mentioned. 23. Generally, to do all such other matters and things as may appear to be incidental or conducive to the attainment of the above subjects or any of them or consequential upon the exercise of its powers or discharge of its

duties. And it is hereby declared that, in the interpretation of this clause the powers conferred on the Company by any paragraph shall not be restricted by reference to any other paragraph, or to the name of the Company, or be the juxtaposition of two or more objects and that, in the event of any ambiguity this clause and every paragraph hereof shall be constructed in such a way as to widen and not restrict, the powers of the Company. 24. To carry on the business of carriers by land, sea and air as may be required from time to time.

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

1000000000	Equity Share	Shares of	10	Rupees each	,
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Attachments

First Subscriber (s) sheet

B.S. SPONGE_ALTERED MOA.pdf

Declaration

Pursuant to resolution no. dated, I, on the behalf of Board of Directors, declare that following amendments have been adopted in Memorandum of Association:

ALTERATION IN NAME CALUSE OF MEMORANDUM OF ASSOCIATION BY THE MEMBERS OF THE COMPANY VIDE ITS RESOLUTION PASSED ON 1ST SEPTEMBER, 2026 APPROVED THE CONVERSION OF THE COMPANY FROM PRIVATE TO PUBLIC COMPANY.

To be digitally signed by

Name

ASHISH AGARWAL

Designation

Director

DIN

0*2*8*0*

DSC

ASHISH
AGARWAL
Digitally signed by
ASHISH AGARWAL,
Date: 2026.04.08
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