

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

CALI AI PRIVATE LIMITED

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

Delhi

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

1. To carry on the business of developing, designing, implementing, maintaining, and providing technology solutions and services using Artificial Intelligence (AI), Machine Learning (ML), Data Analytics, Cloud Computing, and related emerging technologies for land intelligence platforms and digitisation, cadastral mapping, property records management, and geographical information systems (GIS) using cognitive and mutative AI tools and technologies. To undertake the business of creating, digitising, analysing, and managing land and spatial data including but not limited to satellite imagery, drone surveys, photogrammetry, remote sensing, topographical mapping, 3D terrain modelling, and other geospatial data processing and interpretation.

2. To provide consultancy, technical, and software development services for e-Governance, Smart City, and Infrastructure projects involving land record modernisation,

property registration systems, urban planning, and resource management using AI-based geospatial platforms. To develop, license, market, and maintain proprietary or customized software applications, digital platforms, and solutions for governments, corporations, and individuals for land and asset digitisation, GIS mapping, environmental analysis, and spatial data management. To engage in data collection, integration, validation, and visualization using AI-powered tools for predictive analytics, spatial intelligence, and decision support systems relating to land use, infrastructure, agriculture, forestry, water resources, and environmental monitoring.

3. To collaborate, enter into joint ventures, technical collaborations, or partnerships with public and private entities, research institutions, and technology providers in India and abroad for advancement in AI, GIS, and land information systems. To import, export, purchase, sell, or otherwise deal in software, hardware, data, digital maps, and other products or services required for AI and GIS operations. To act as consultants, advisors, implementers, and service providers in the field of Artificial Intelligence, Geographic Information Systems, Remote Sensing, and Digital Land Management, and to undertake all ancillary or allied activities connected therewith.

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

1) To import, export, buy, sell, lease, license, market, or otherwise deal in all kinds of hardware, software, equipment, and components used in AI solutions.

2) To enter into contracts, agreements, MOUs, and partnerships with domestic or international organizations for the development and marketing of AI technologies and services.

3) To hire, train, and employ data scientists, machine learning engineers, software developers, consultants, researchers, and other personnel for the business of the company.

4) To apply for, obtain, register, purchase, or otherwise acquire and protect any patents, trademarks, copyrights, or other intellectual property rights related to AI software, models, and inventions.

5) To undertake, support, or collaborate on research and development in AI and allied technologies.

6) To establish offices, branches, development centers, training centers, labs, and service centers anywhere in India or abroad.

7) To acquire, purchase, lease, license, exchange or otherwise obtain any land, buildings, kiosks, vehicles, infrastructure, and other immovable or movable property, and to construct, renovate, furnish, decorate, equip, and maintain the same for use in connection with the company's operations.

8) To enter into contracts, agreements, partnerships, collaborations, franchise arrangements, joint ventures or strategic alliances with individuals, companies, firms, or government bodies for procurement, distribution, delivery, branding, marketing, or any other business purpose.

9) To borrow or raise money in such manner as the company shall think fit and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, hypothecation, lien, or pledge of the whole or any part of the

company's property, assets, or revenue.

10) To apply for, purchase, or otherwise acquire any licenses, permits, permissions, clearances, registrations, or approvals from local, municipal, state, or central government authorities or bodies, including GST registration, fire safety clearance, trade licenses, and environmental compliances.

11) To advertise, promote, and market the business through any form of media including print, digital, social media, outdoor displays, direct marketing, public relations, influencer marketing, and sponsorships.

12) To invest the surplus funds of the company not immediately required in such manner (other than in banking and insurance) as may be determined by the company from time to time, including in fixed deposits, mutual funds, bonds, or any other financial instruments in accordance with applicable law.

13) To open, maintain, and operate bank accounts, and to draw, make, accept, endorse, discount, execute, and issue cheques, drafts, promissory notes, bills of exchange, letters of credit, and other negotiable instruments.

14) To institute or defend legal proceedings, settle claims or disputes by arbitration, conciliation, or any other legal means, and to take any necessary legal or compliance-related action in the interest of the company.

15) To do all such other acts and things as are incidental or conducive to the attainment of the above objects or any of them, and to carry on any other

business that may seem capable of being conveniently carried on in connection with the company's main business or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.

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

500000	Equity Share	Shares of	10	Rupees each	
--------	--------------	-----------	----	-------------	--

6

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	MANU MALHOTRA; SAI DARSHAN, S.V.P. MARG OPP. VERSOVA TELEPHONE EXCHANGE, ANDHERI WEST MUMBAI, MAHARASTRA-400053; and SERVICE	0*7*9*7*	1000 Equity,0 Preference		23/10/2025
2	SEEMA SHARMA; 16, NAND RAM SEN STREET, SOVABAZAR, KOLKATA, WEST BENGAL-700005; and SERVICE	0*3*3*9*	1000 Equity,0 Preference		23/10/2025
3	QUICK ADVISORY SERVICES PRIVATE LIMITED; BHARAT BHAWAN, 2ND FLOOR, ROOM-C 53rd C.R. AVENUE, KOLKATA, WEST BENGAL-700072; and BUSINESS	1*0*9*5*	498000 Equity,0 Preferen		23/10/2025
Total shares taken			500000 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
ACS	RAJU DUBEY	A-401, AARADHYA HERITAGE, NEAR RUTU PEARL, SAMA VEMALI, VADODARA GUJARAT-390008; PRACTICING COMPANY SECRETARY; and SERVICE.	2*8*9		23/10/2025

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