

OS IN01

Registration of an overseas company opening a
UK establishment



Companies House

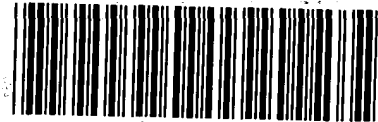
200026/f20

A fee is payable with this form
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register a
UK establishment.

✗ **What this form is NOT for**
You cannot use this form to register
the details of an existing company
officer or establishment.

THURSDAY



A9X4DXVT

A05

28/01/2021

#74

COMPANIES HOUSE

Part 1 Overseas company details (Name)

For official use

A1 Corporate name of overseas company

Corporate name ①

MOSAIC INTERIORS L.L.C

Do you propose to carry on business in the UK under the corporate name as
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to **Section A3**.
- To register using an alternative name, go to **Section A2**.

→ Filling in this form

Please complete in typescript (10pt
or above), or in bold black capitals

All fields are mandatory unless
specified or indicated by *

① This must be the corporate name in
the home state or country in which
the company is incorporated.

A2 Alternative name of overseas company *

Please show the alternative name that the company will use to do business
in the UK.

Alternative name
(if applicable) ②

MOSAIC INTERIORS UK LTD

② A company may register an
alternative name under which it
proposes to carry on business in the
United Kingdom under Section 1048
of the Companies Act 2006. Once
registered it is treated as being its
corporate name for the purposes of
law in the UK.

A3 Overseas company name restrictions ③

Please tick the box only if the proposed company name contains sensitive or
restricted words or expressions that require you to seek comments of a
government department or other specified body.

☐

I confirm that the proposed company name contains sensitive or
restricted words or expressions and that approval, where appropriate,
has been sought of a government department or other specified body
and I attach a copy of their response.

**③ Overseas company name
restrictions**

A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website:
www.gov.uk/companieshouse

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Part 2 Overseas company details

B1 Particulars previously delivered

Have particulars about this company been previously delivered in respect of another UK establishment. ❶

→ No Go to Section B2.

→ Yes Please enter the registration number below and then go to Part 5 of the form. Please note the original UK establishment particulars must be filed up to date.

❶ The particulars are: legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts.

UK establishment registration number

B R [] [] [] [] [] [] [] []

B2 Credit or financial institution

Is the company a credit or financial institution? ❷

☐ Yes

☒ No

❷ Please tick one box.

B3 Company details

If the company is registered in its country of incorporation, please enter the details below.

Legal form ❸

LIMITED LIABILITY COMPANY

Country of incorporation *

UNITED ARAB EMIRATES

Identity of register in which it is registered ❹

DEPARTMENT OF ECONOMIC DEVELOPMENT DUBAI

Registration number in that register

5 5 6 6 4 8 [] [] [] []

❸ Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable.

❹ This will be the registry where the company is registered in its parent country.

B4 Governing law and accounting requirements

Please give the law under which the company is incorporated.

Governing law ❺

U.A.E. LAW

Is the company required to prepare, audit and disclose accounting documents under parent law?

→ Yes Complete the details below.

→ No Go to Part 3.

Please give the period for which the company is required to prepare accounts by parent law.

From

d d m m

To

d d m m

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period.

Months

[] []

❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state.

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B5

Latest disclosed accounts

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation. ^①

☐ Yes.

Please indicate what documents have been disclosed.

☐ Please tick this box if you have enclosed a copy of the accounts.

☐ Please tick this box if you have enclosed a certified translation of the accounts.

☒ Please tick this box if no accounts have been disclosed.

^① Please tick the appropriate box(es).

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Part 3 Constitution

C1 Constitution of company

The following documents must be delivered with this application.

- Certified copy of the company's constitution and, if applicable, a certified translation.

Please tick the appropriate box(es) below.

- ☒ I have enclosed a certified copy of the company's constitution. ^①
- ☒ I enclose a certified translation, if applicable. ^②

^① A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

^② A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

C2 Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?

- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

→ **Yes** Go to **Part 4 'Officers of the company'**

→ **No** If any of the above details are not included in the constitutional documents, please enter them in **Section C3**.

The information is not required if it is contained within the constitutional documents accompanying this registration.

C3 Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation. ^①

^① This address will appear on the public record.

^② Please give a brief description of the company's business.

^③ Please specify the amount of shares issued and the value.

Building name/number	Street no. 12B
Street	Warehouse No.10
	Al Daghaya
Post town	Dubai
County/Region	
Postcode	
Country	UNITED ARAB EMIRATES
	Please give the objects of the company and the amount of issued share capital.
Objects of the company ^④	TRADE OF INTERIOR DECORATION
Amount of issued share capital ^⑤	AED 300,000 (300 SHARES OF AED 1000 EACH)

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Part 4

Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form.
- **No** Complete the officer details.

For a secretary who is an individual, go to **Section D1**; for a corporate secretary, go to **Section E1**; for a director who is an individual, go to **Section F1**; or for a corporate director, go to **Section G1**.

Continuation pages

Please use a continuation page if you need to enter more officer details.

Secretary

D1

Secretary details^①

Use this section to list all the secretaries of the company. Please complete **Sections D1-D3**. For a corporate secretary, complete **Sections E1-E5**. Please use a continuation page if necessary.

Full forename(s)

Surname

Former name(s)^②

① Corporate details

Please use Sections E1-E5 to enter corporate secretary details.

② Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

D2

Secretary's service address^③

Building name/number

Street

Post town

County/Region

Postcode

Country

③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

D3

Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box.

Extent of authority

- ☐ Limited ^④
- ☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

- ☐ Alone
- ☐ Jointly ^⑤

If applicable, name(s) of person(s) with whom you are acting jointly

④ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

⑤ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Corporate secretary

E1

Corporate secretary details^①

Use this section to list all the corporate secretaries of the company.
Please complete Sections E1-E3. Please use a continuation page if necessary.

① Registered or principal address
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address) or DX number.

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

E2

Legal details

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

② Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered^②

If applicable, the registration number

E3

Corporate secretary's authority

Please enter the extent of your authority as corporate secretary.
Please tick one box.

① If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

② If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

Extent of authority

- ☐ Limited ^①
☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

- ☐ Alone
☐ Jointly ^②

If applicable, name(s) of person(s) with whom you are acting jointly

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Director

F1	Director details ¹	
	Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G3. Please use a continuation page if necessary.	
Full forename(s)	GAORAV	
Surname	KAPOOR	
Former name(s) ²		
Country/State of residence ³	UNITED ARAB EMIRATES	
Nationality	INDIAN	
Month/year of birth ⁴	X X 0 4 1 9 7 3	
Business occupation (if any) ⁵		

1 Corporate details
Please use Sections G1-G3 to enter corporate director details.

2 Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

3 Country/State of residence
This is in respect of your usual residential address as stated in Section F5.

4 Month and year of birth
Please provide month and year only. Provide full date of birth in section F4.

5 Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

F2	Director's service address ⁶	
Building name/number	49	
Street	TURNER ROAD	
Post town	EDGWARE	
County/Region	MIDDLESEX	
Postcode	H A 8 6 A T	
Country	UNITED KINGDOM	

6 Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

F3	Director's authority	
	Please enter the extent of your authority as director. Please tick one box.	
Extent of authority	<input type="checkbox"/> Limited ⁷ <input checked="" type="checkbox"/> Unlimited	
Description of limited authority, if applicable		
	Are you authorised to act alone or jointly? Please tick one box.	
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ⁸	
If applicable, name(s) of person(s) with whom you are acting jointly		

7 If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

8 If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Corporate director

G1 Corporate director details ^①	
Use this section to list all the corporate directors of the company. Please complete G1-G3. Please use a continuation page if necessary.	
Name of corporate body or firm	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	
① Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address) or DX number.	

G2 Legal details	
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.	
Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered ^②	
If applicable, the registration number	
② Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register	

G3 Corporate director's authority	
Please enter the extent of your authority as corporate director. Please tick one box.	
Extent of authority	<input type="checkbox"/> Limited ^① <input type="checkbox"/> Unlimited
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box. <input type="checkbox"/> Alone <input type="checkbox"/> Jointly ^②
If applicable, name(s) of person(s) with whom you are acting jointly	
① If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below. ② If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.	

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Part 5 UK establishment details**H1 Documents previously delivered - constitution**

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.→ **Yes** Please enter the UK establishment number below and then go to **Section H2**.UK establishment
registration numberB R **H2 Documents previously delivered – accounting documents**

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.→ **Yes** Please enter the UK establishment number below and then go to **Section H3**.UK establishment
registration numberB R **H3 Delivery of accounts and reports**This section **must** be completed. Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment. ^①☒ In respect of this establishment. Please go to **Section H4**.☐ In respect of another UK establishment. Please give the registration number below, then go to **Section H4**.^① Please tick the appropriate box.UK establishment
registration numberB R **H4 Particulars of UK establishment ^①**You **must** enter the name and address of the UK establishment.^① **Address**

This is the address that will appear on the public record.

Name of establishment MOSAIC INTERIORS UK LTD

Building name/number 49

Street TURNER ROAD

Post town EDGWARE

County/Region MIDDLESEX

Postcode H A 8 6 A T

Country UNITED KINGDOM

Please give the date the establishment was opened and the business of the establishment.

Date establishment
opened 2 7 0 1 2 0 2 1Business carried on at
the UK establishment INTERIOR DECORATION

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Part 6

Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment.

J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company. Please complete Sections J1-J4.

Continuation pages
Please use a continuation page if you need to enter more details.

Full forename(s) RAJNI

Surname KAPOOR

J2 Permanent representative's service address^①

Building name/number 49

Street TURNER ROAD

Post town EDGWARE

County/Region

Postcode H A 8 6 A T

Country UNITED KINGDOM

① Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative. Please tick one box.

Extent of authority
☐ Limited^②
☒ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☒ Alone
☐ Jointly^③

If applicable, name(s) of person(s) with whom you are acting jointly

② If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

③ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Part 7

Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ **Yes** Please enter the name and service address of every person(s) authorised below.

→ **No** Tick the box below then go to **Part 8** 'Signature'.

☐ If there is no such person, please tick this box.

K1

Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below. Please complete **Sections K1-K2**.

Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s)

VISHAL

Surname

GANDHI

K2

Service address of person authorised to accept service ①

Building name/number

49

Street

TURNER ROAD

Post town

EDGWARE

County/Region

MIDDLESEX

Postcode

H A 8 6 A T

Country

UNITED KINGDOM

① Service address

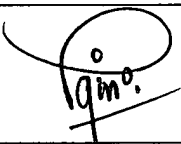
This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

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Part 8

Signature

	This must be completed by all companies.		
	I am signing this form on behalf of the company.		
Signature	<div>Signature</div> <div>X</div> <div></div> <div>X</div>		
	This form may be signed by: Director, Secretary, Permanent representative.		

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **VISHAL GANDHI**

Company name **INTRAVISION LTD**

Address **49 TURNER ROAD**

EDGWARE

Post town **EDGWARE**

County/Region **MIDDLESEX**

Postcode **H A 8 6 A T**

Country **UNITED KINGDOM**

DX

Telephone **07825373032**



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The overseas corporate name on the form matches the constitutional documents exactly.
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate.
- ☒ You have included certified copies and certified translations of the constitutional documents, if appropriate.
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate.
- ☒ You have completed all of the company details in Section B3 if the company has not registered an existing establishment.
- ☒ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment.
- ☒ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address) DX number.
- ☒ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses and day of birth.



How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1.

Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Higher protection

If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

عقد تأسيس شركة
موزايك انترنيوز (ش.ذ.م.ح)
ذات مسئولية محدودة

This Memorandum is entered on the day of 00/00/2004, between the parties as follows:

أبرم هذا العقد في هذا اليوم الموافق ٢٠٠٤/٠٠/١٠
 فيما بين الأطراف المشار إليهم في العقد :-

1st NAME: Fatima Ali Abdulla

Nationality: U.A.E.

Emirates ID No: ~~781-1873-170~~

Date of birth : ~~19-01-1945~~

Address : Dubai U.A.E

Here in after called the
(PARTNER / FIRST PARTY).

الاسم: فاطمه علي عبدالله

الجنسية: الامرات

رقم بطاقة هوية: [REDACTED]

تاريخ الميلاد :

العنوان: دبي - ا.ع.م

ويشار إليه هنا وفيما بعد في هذا العقد بعبارة:

الشريك : (الطرف الأول).

2ND

NAME: GAORAV KAPOOR
RAMEAH KUMAR

Nationality : INDAN

Passport no : [REDACTED]

Address : DUBAI, EMIRATES

P.O. Box Here in after called the :
PARTNER / (SECOND PARTY)

الاسم : جاور اوکابور امیش کومار

الجنسية : النرويج

رقم جواز السفر: ٩٢٨٢٣٢٣

مقيم فسي : دبي ، الامارات ص . ب دبي

ويشار إليه هنا وفيما بعد في هذا العقد بعبارة:

الشريك : (الطرف الثاني)

PEAMBLE:

The above mentioned parties agreed to establish a Limited Liability Company in the emirate of Dubai under the provision of U A E federal law no (8) of 1984 concerning commercial companies and its amendments and in accordance to the following provisions and terms :

العقدية

اتفق أطراف هذا العقد وكل منهم بكامل الأهلية القانونية للتعاقد على تأسيس شركة ذات مسؤولية محدودة فيما بينهم في إمارة دبي طبقاً لأحكام قانون الشركات التجارية رقم (٨) لسنة ١٩٨٤ وتعديلاته والقرارات الوزارية المنفذة له ، وذلك وفقاً للأحكام والشروط التالية ، تشكل المقدمة جزءاً لا يتجزأ من هذا العقد

هــ

الرجاء لا يخرج من هذا القيد
FRANCIS & SONS LTD - DUBAI

10

True & Certified by:

True & Co.
100
RAJINI KAPOOR

ART	DEFINITIONS	المادة
1	<p>In This Memorandum , The Word Shall Have The Following Meanings :</p> <p>1. "THE COMPANY" shall mean the company formed pursuant to this memorandum.</p> <p>2. "THE COMMERCIAL REGISTER" shall mean the commercial register at the economic department.</p> <p>3. "THE COMMERCIAL COMPANIES LAW" means the federal law no 8 of 1984 concerning commercial companies and its amendments</p> <p>4. "DIRECTOR (S)" means the director or the directors of the companies and its amendments</p> <p>5. "THE ECONOMIC DEPARTMENT" shall mean the Economic Department of the Emirate of Dubai.</p> <p>6. "THE MINISTRY" shall mean the ministry of economy in the Emirate of Dubai .</p> <p>7. "THE PARTNER" shall mean the parties to this memorandum</p>	<p>يكون للكلمات التالية في هذا العقد المعاني التالية :</p> <p>"الشركة" تعني الشركة التي تأسست بموجب هذا العقد .</p> <p>"السجل التجاري" يعني السجل التجاري لدى الدائرة الاقتصادية :</p> <p>"قانون الشركات التجارية" يعني القانون الاتحادي رقم (٨) لسنة ١٩٨٤ في شأن الشركات التجارية و القوانين المعدلة له .</p> <p>١-٤ "مدير/مديرو" تعني مدير أو مديرو الشركة المعين بموجب هذا العقد .</p> <p>١-٥ "الدائرة الاقتصادية" تعني الدائرة الاقتصادية في إمارة دبي .</p> <p>١-٦ "الوزارة" تعني مكتب وزارة الاقتصاد والتجارة في إمارة دبي .</p> <p>١-٧ "الشركاء" تعني أطراف هذا العقد و أي شخص طبيعي أو اعتباري يصبح مالكا لأية حصة من رأس مال الشركة وفقا لشروط هذا العقد .</p>
2	<p>COMPANY NAME</p> <p>MOSAIC INTERIORS LLC (Limited Liability Company)</p>	<p>٢ اسم الشركة :</p> <p>موزايك انتريرز ش.م.م (شركة ذات مسؤولية محدودة)</p>
3	<p>OBJECTS OF THE COMPANY</p> <p>3-1 The objectives of the company is caring on the trade of INTERIOR DECORATION</p> <p>The company may not carry on the business of insurance banking or the investment of funds for the account of the third parties .</p> <p>3-3 The company may acquire or invest in the establishments of companies having similar objects and do all such things as may be conducive to the business of the company or the arise out of powers of the company provided the same be lawful . The company may change or amend its Objects and carry any lawful activity as may be approved by the resolution of the General Assembly and the Economic Dept.</p>	<p>٣ أغراض الشركة :</p> <p>١-٣ الغرض من تأسيس الشركة هو ممارسة نشاط: اعمال تنفيذ التصميم الداخلي</p> <p>٢-٣ لا يجوز للشركة أن تمارس أعمال التأمين أو المصارف أو استثمار الأموال لحساب الغير .</p> <p>٣-٣ بإمكان الشركة الحصول أو الاستثمار في مؤسسة أو شركات أخرى تعمل في نفس المجال و القيام بكافة الأعمال التي تناسب تجارة الشركة أو تنشأ من الصلاحيات المخولة للشركة قانونا بإمكان الشركة تغيير أو تعديل أغراضها والقيام بأي نشاطات قانونية تتم الموافقة عليها بموجب قرار من الجمعية العمومية و الدائرة الاقتصادية .</p>
4	<p>HEAD OFFICE OF THE COMPANY</p> <p>The Head Office of the COMPANY shall be in the Emirate of Dubai it should be permissible for the COMPANY to establish branches , offices and/ or agencies in the UNITED ARAB EMIRATES and abroad .</p>	<p>٤ المركز الرئيسي للشركة :</p> <p>يكون مركز الشركة الرئيسي في إمارة دبي ، ويجوز للشركة أن تنشئ لها فروعاً أو مكاتب أو توكيلات داخل الدولة وخارجها .</p>

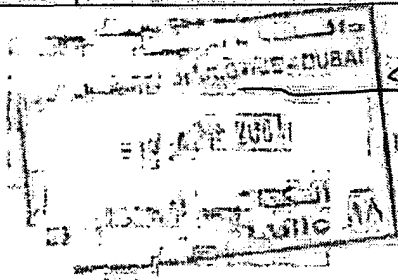
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ART 5	<p align="center"><u>DURATION OF THE COMPANY</u></p> <p>The Duration of the COMPANY shall be Ten (10) years, starting from the date of its registration in the commercial register, Its permitted to extend or decrease this duration by a decision of the general assembly if objective of the company required that.</p>	<p align="center"><u>مدة الشركة :</u></p> <p>مدة الشركة (١٠) عشر سنوات ميلادية تبدأ من تاريخ تسجيل الشركة في السجل التجاري ويجوز بقرار من الجمعية العمومية للشركاء إطالة أو تقصير هذه المدة</p>	المادة ٥																																
ART 6	<p align="center"><u>THE CAPITAL OF THE COMPANY</u></p> <p>6-1 The capital of the COMPANY is specified as sum of DHS (300.000) Divided into 300 shares, the value of each share being 1,000 (one Thousand only).</p> <p>6-2 The capital of the COMPANY is divided among the Partners in the following manner:</p> <table border="1" data-bbox="300 705 805 907"> <thead> <tr> <th>PARTNER NAME</th><th>NO. OF SHARES</th><th>SHARES AMOUNT</th><th>%</th></tr> </thead> <tbody> <tr> <td>FIRST P.</td><td>153</td><td>153.000</td><td>51%</td></tr> <tr> <td>SECOND P.</td><td>147</td><td>147.000</td><td>49%</td></tr> <tr> <td>TOTAL</td><td>300</td><td>300.000</td><td>100</td></tr> </tbody> </table> <p>6-3 The cash of the capital of the company are kind and are fully contributed by the partners.</p>	PARTNER NAME	NO. OF SHARES	SHARES AMOUNT	%	FIRST P.	153	153.000	51%	SECOND P.	147	147.000	49%	TOTAL	300	300.000	100	<p align="center"><u>رأس مال الشركة :</u></p> <p>١-٦ حدد رأس مال الشركة بمبلغ ثلاثمائة ألف درهم (٣٠٠,٠٠٠) فقط مقسمة إلى ٣٠٠ حصة وقيمة كل حصة ألف درهم (١,٠٠٠) فقط.</p> <p>٢-٦ قسم رأس مال الشركة بين الشركاء كالتالي :</p> <table border="1" data-bbox="837 705 1324 907"> <thead> <tr> <th>النسبة المئوية</th><th>قيمة الحصص</th><th>عدد الحصص</th><th>الطرف</th></tr> </thead> <tbody> <tr> <td>%٥١</td><td>١٥٣,٠٠٠</td><td>١٥٣</td><td>الطرف الأول</td></tr> <tr> <td>%٤٩</td><td>١٤٧,٠٠٠</td><td>١٤٧</td><td>الطرف الثاني</td></tr> <tr> <td>%١٠٠</td><td>٣٠٠,٠٠٠</td><td>٣٠٠</td><td>المجموع</td></tr> </tbody> </table> <p>٣-٦ الحصص المكونة لرأس المال جميعها حصص نقدية تم تقديمها بالكامل من قبل الشركاء.</p>	النسبة المئوية	قيمة الحصص	عدد الحصص	الطرف	%٥١	١٥٣,٠٠٠	١٥٣	الطرف الأول	%٤٩	١٤٧,٠٠٠	١٤٧	الطرف الثاني	%١٠٠	٣٠٠,٠٠٠	٣٠٠	المجموع	المادة ٦
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ART 7	<p align="center"><u>TRANSFER OF SHARES</u></p> <p>7-1 Any partner may transfer his shares in the COMPANY to one or more partners or to a third party by the way of a written instruments notarize by the concerned authorities.</p> <p>7-2 If one of the partners intends to transfer his shares with or without a price to a person who is not a partner, he must notify the other partners through the Company's Director must notify the others partners soon to receiving of his such transfer notice. Any partner may apply to acquire the shares at the agreed price, in the event of a disagreement on the price, Article 231 of the Commercial Company Law shall be applied.</p>	<p align="center"><u>التنازل عن الحصص :</u></p> <p>١-٧ يجوز لأي شريك أن يتنازل عن حصصه في الشركة إلى واحد أو أكثر من باقي الشركاء أو للغير بمقتضى محرر موقعا من قبل الجهة الرسمية المختصة</p> <p>٢-٧ إذا اعتزم أحد الشركاء التنازل من حصته أو حصصه في الشركة بعوض أو بغير عرض لشخص من غير الشركاء ، وجب عليه أن يخطر باقي الشركاء عن طريق مدير/مديري الشركة بشروط التنازل و على مدير/مديري الشركة إخطار باقي الشركاء بمجرد وصول الأخطار إليهم و يجوز لكل شريك أن يطلب استرداد الحصة الحصص بالثمن الذي يتفق عليه ، وفي حالة الاختلاف على الثمن يطبق حكم المادة ٢٣١ من قانون الشركات التجارية.</p>	المادة ٧																																

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	<p>7-3 Notice , none of the partners exercise their right to acquire the share .The partner shall be free to dispose his shares .</p> <p>7-4 If more than one of the partners exercise their right to acquire the shares under transfer question , this share shall be divided between them in proportion to the share which each of them holds in the capital subject to provision of Article 227 of the Commercial Companies Law .</p> <p>7-5 No transfer shall be valid as against the COMPANY or the third party until it is recorded in the register of partners and commercial register. The COMPANY may not refuse to the record transfer in the register of partners unless it contravenes the provisions of this memorandum .</p> <p>7-6 In all event , the transfer must not result in the reduction of the shares of the national partners in the capital of the COMPANY to less than 51% of the total shares nor increase the number of partners to more than fifty (50) , nor decrease it to less than two (2) .</p>	<p>٣-٧ إذا انقضى ثلاثون يوما من تاريخ الإخطار دون أن يستعمل أحد الشركاء حق الاسترداد ، كان الشريك حرا في التصرف في حصصه .</p> <p>٤-٧ إذا استعمل حق الاسترداد أكثر من شريك قسمت الحصص المبيعة بينهم بنسبة حصة كل منهم في رأس المال مع مراعاة أحكام المادة ٢٢٧ من قانون الشركات التجارية .</p> <p>٥-٧ لا يحتج بأي تنازل في مواجهة الشركة أو الغير إلا من تاريخ قيده في سجل الشركة وفي السجل التجاري ولا يجوز للشركة الامتناع عن قيد التنازل في السجل إلا إذا خالف ما نص عليه في هذا العقد .</p> <p>٦-٧ وفي جميع الأحوال يجب أن لا يترتب على التنازل انخفاض نصيب الشركاء المواطنين في رأس مال الشركة إلى أقل من ٥١% من مجموع الحصص كما يجب أن لا يترتب عليه زيادة في عدد الشركاء إلى أكثر من خمسين شريكا ولا يقل عدد الشركاء عن اثنين .</p>	
ART 8	<p>REGISTER OF PARTNERS</p> <p>8-1 A special register of partners shall be prepared by the COMPANY and kept at its main office which should include the following</p> <p>A)Full name of each partner</p> <p>B)Nationality</p> <p>C)Profession</p> <p>D) Domicile</p> <p>E)Address</p> <p>F)Number and value of shares owned by each of them</p> <p>G)Details of all dealings carried out with regards to the share , together with the dates there or .</p> <p>8-2 The DIRECTOR shall be jointly liable for maintaining the register and for accuracy of its content , the partners and any interested party shall have the right to review such register .</p> <p>8-3 The COMPANY shall provide both the ministry and the Economic Dept. in January of each year with the particulars recorded in the register referred to the above and amendments there to</p>	<p>سجل الشركاء :</p> <p>١-٨ تقوم الشركة بإعداد سجل خاص بالشركاء يحتفظ في مركزها الرئيسي ويشتمل على ما يلي :</p> <p>(أ) اسم ولقب الشريك :</p> <p>(ب) الجنسية :</p> <p>(ج) المهنة :</p> <p>(د) الموطن :</p> <p>(هـ) العنوان :</p> <p>(و) عدد وقيمة الحصص التي يملكها كل شريك :</p> <p>(ز) تفاصيل كافة التصرفات التي أجريت على الحصص مع بيان تواريخها :</p> <p>٢-٨ ويكون مدير الشركة مسئول بالتضامن عن هذا السجل وصحة بياناته ، ويكون للشركاء ولكل ذي مصلحة حق الاطلاع على هذا السجل .</p> <p>٣-٨ ترسل الشركة إلى كل من الوزارة والدائرة الاقتصادية في شهر يناير من كل سنة البيانات الثابتة في السجل المشار إليه أعلاه والتغيرات التي طرأت عليها .</p>	المادة ٨
ART 9	<p>MANAGEMENT OF THE COMPANY</p> <p>9-1 The partners have agreed that the first Managing Director shall be Mr. GAORAV KAPOOR RAMEAH KUMAR INDAIAN Nationalty</p> <p>9-2 The director shall be appointed for a period of commencing from the date of registration of the Commercial register . It shall be permissible to reappoint the director whose period of appointment have or has expired the director shall be subject to removal in accordance with the Commercial Companies Law or in such manner as the partners shall agree at a General Assembly.</p>	<p>إدارة الشركة :</p> <p>١-٩ اتفق الشركاء على أن يكون السيد / جاور او كابر راميش كومار</p> <p>٢-٩ يكون تعيين المدير لمدة غير محددة من تاريخ تسجيل الشركة في السجل التجاري ويجوز إعادة تعيين المدير الذي انتهت مدة تعيينه . و يكون المدير خاضع للقرول طبقا لقانون الشركات التجارية أو بالأصلية التي يتفق عليها الشركاء في الجمعية العمومية .</p>	المادة ٩

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9-3 The Director shall have all of the powers necessary for the management of the Company, representing the Company and signing on its behalf and carrying out all acts required by its objects. The powers of the Director include the following:

1) To represent before all Governmental or semi-governmental depts. /ministries, all companies, Establishments or other business and sign all documents, paper and contracts with or before them.

2) To purchase any business, assets, or goods on credit.

3) To appoint or remove advocates, lawyers and to file or defend any suits before all U.A.E courts at all levels.

4) To appoint and remove employees and consultants and fix their duties and remuneration.

5) To present before Municipality, Ministry of Economy and Commerce, Labor Immigration, Post Office, Chamber of Commerce, Electricity and Water, Erisalat, Police Dept., Ports & Customs, Airport and all other Official Federal and local depts. In the U.A.E.

6) To represent before all the Ministries and local Authorities for establishing this Company and do any other work in connection therewith.

7) To sign all tenders, contracts, documents or receipts of financial or Commercial nature on behalf of the COMPANY.

8) To sign and sanction all vouchers for books of account and payment of all expenses.

9) To sub-delegate all or any of these powers to any other person partner.

10) To open and Close Bank Account or Accounts in the name of the company and to Operate Such Bank Account And To Get Loans and Bank's Facilities And L.C.

٢-٩ يكون للمدير كافة الصلاحيات الضرورية لإدارة الشركة والتوقيع نيابة عنها والقيام بجميع الأعمال التي تقتضيها أغراضها، وتتضمن سلطات أعضاء مجلس الإدارة ما يلي :-

(١) أن يمثل الشركة أمام كافة الدوائر الرسمية وشبه الرسمية والوزارات كافة والشركات والمؤسسات والأعمال التجارية الأخرى والتوقيع على كافة المستندات والأوراق والعقد مع أمام الجهات المذكورة.

(٢) أن يقوم بشراء أو قيام بأي أعمال تجارية أو أصول أو بضائع على الحساب.

(٣) أن يقوم بتعيين أو إلغاء المحامين وأن يرفع أو يرفع أية دعاوى أمام كافة محاكم الإمارات العربية المتحدة بمختلف درجاتها.

(٤) أن يقوم بتعيين أو إنهاء خدمات المستخدمين والمستشارين وأن يحدد واجباتهم ومكافآتهم.

(٥) تمثيل الشركة لدى البلدية والدائرة الاقتصادية ووزارة الاقتصاد والتجارة ووزارة العمل ودائرة الجنسية والهجرة ومكتب البريد وغرفة تجارة وصناعة دبي ودائرة الماء والكهرباء ومؤسسة الاتصالات ودائرة الموانئ والجمارك والشرطة وجميع الدوائر الرسمية والمحلية والاتحادية الأخرى في دولة الإمارات.

(٦) التمثيل أمام كافة الوزارات والسلطات المحلية لتأسيس هذه الشركة وأن يقوم بأي عمل يرتبط بهذا الشأن.

(٧) أن يقوم بالتوقيع على كافة العطاءات والعقود والمستندات والإيصالات ذات الصلة المالية التجارية نيابة عن الشركة.

(٨) أن يعتمد ويصادق على كل السندات للفاتر الحسابية ولرفع كافة المصروفات.

(٩) أن يحيل كل أو أي من هذه السلطات إلى أي شخص آخر.

(١٠) أن يقوم بفتح وإغلاق الحسابات البنكية باسم الشركة وأن يقوم بتمثيل الشركة في هذه العمليات والإجراءات البنكية.

ART	FINANCIAL MANAGEMENT	المادة
10	<p>10-1 The Company's Director shall prepare the company's balance sheet and profit and loss account . He shall also prepare an annual report of the Company's activities , its financial position and proposal for the distribution of profits . All the above should be completed within three (3) months of from the end of from the end of the Company's financial year.</p> <p>10-2 The balance sheet and the profit and loss account shall be submitted to the annual General Assembly for approval .</p> <p>10-3 The Director shall within ten (10) days of receipt of the partners approval of the balance sheet and the profit and loss account , provide the Ministry and the Economic Dept. with copies of the aforesaid documents.</p>	<p>١-١٠ الإدارة المالية :</p> <p>١-١٠ يتولى مدير الشركة إعداد الميزانية السنوية للشركة وحساب الأرباح والخسائر كما يقوم بوضع تقرير سنوي عن نشاط الشركة و مركزها المالي مقترحاته بشأن توزيع الأرباح وذلك كله خلال ثلاثة أشهر من تاريخ انتهاء السنة المالية .</p> <p>٢-١٠ يجب تقديم الميزانية وحساب الأرباح والخسائر إلى الجمعية العمومية السنوية لاعتمادها .</p> <p>٣-١٠ على المدير خلال الأيام العشرة التالية من تصديق الشركاء على الميزانية وحساب الأرباح والخسائر أن يودعها لدى كل من الوزارة و الدائرة الاقتصادية .</p>
11	<p>11-1 The company shall have a General Assembly composed of all the partners. The General Assembly shall be convinced at the invitation of the director at least once yearly on the date and the place to be determined by the director during the four months following the end of financial year.</p> <p>11-2 Invitation to attend the General Assembly if so required by the board of Supervision, if any or number of partners holding not less than one quarter of the capital. Invitations to attend the General Assembly shall be sent by registered mail with acknowledgement of receipt addressed to Each Partner at least twenty one days before the date of the meeting. The invitations must include the particulars of the agenda and place, date and time of the meeting.</p> <p>11-3 Every partner shall have the right to attend a General Assembly irrespective of the number of shares he owns. A partner may, by proxy, Delegate another partner other than the director to represent him a general assembly. Each partner shall have an number of votes equal to the number of shares he owns or represent.</p> <p>11-4 The agenda for the Annual General Assembly must include the following matters:</p> <p>A) Review of the report of the director on the Company's activities and financial position during the year, the report of the board of supervision, if any and the auditor's report.</p> <p>B) Discussion and adoption of the balance sheet and profit and loss account.</p> <p>C) Determination of the share in the profits to be distributed among the partners.</p> <p>D) Appointment of the Director or members determination of their remuneration.</p>	<p>المادة</p> <p>١١</p> <p>١-١١ تكون للشركة جمعية عمومية تتكون من الشركاء وتتخذ الجمعية العمومية بدعوة من المدير مرة على الأقل في السنة في الزمان و المكان الذي يحدده المدير خلال الأشهر الأربعة التالية لنهاية السنة المالية ، وتوجه الدعوة إلى الجمعية العمومية من مدير الشركة ويجب على المدير دعوة الجمعية العمومية للاعتقاد إذا وجد عدد من الشركاء يملك ما لا يقل عن ربع رأس المال .</p> <p>٢-١١ توجه الدعوة لحضور الجمعية العمومية بموجب كتب مسجلة يعلم الوصول ترسل إلى كل شريك قبل موعد انعقادها بواحد وعشرين يوما على الأقل ويجب أن تشمل كتب الدعوة على بيان جدول الأعمال ومكان الاجتماع و زمانه .</p> <p>٣-١١ لكل شريك حق حضور الجمعية العمومية اجتماعها السنوي على المسائل الآتية : موضوع عدد الحصص للزيادة أو النقصان أو إدخال شريك بدلا من المدير، ولكل شريك له الحق بالتصويت نسبة لعدد الحصص التي يمتلكها .</p> <p>٤-١١ يجب أن يشمل جدول أعمال الجمعية العمومية في اجتماعها السنوي على المسائل الآتية .</p> <p>أ) سماع تقرير المدير عن نشاط الشركة ومركزها المالي خلال السنة وتقرير مراجع الحسابات .</p> <p>ب) مناقشة الميزانية وحساب الأرباح والخسائر والتصديق عليهما .</p> <p>ج) تحديد حصص الأرباح التي توزع على الشركاء .</p> <p>د) تعيين المدير وتحديد مكافآتهم .</p>

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E) Any other matter within its competence in accordance with the provisions of the Commercial Companies Law or this Memorandum.

11-5 The General Assembly may not deliberate matters not included in the agenda unless serious issue are disclosed at the meeting which require discussion. Should any one of the the partners request the inclusion of a specific matter on the agenda, the Director must do so, but if he fails to do so, the partner has the right to appeal to the General Assembly.

11-6 Every partner shall have the right to discuss matters included in the agenda. The Director is obliged to reply to any Partner/s question, provided that, it is not detrimental to the Company's interest. Should one of the partners consider the reply of the Director to be insufficient, he may appeal to the General Assembly. Whose resolution shall be binding.

11-7 Resolution of the General Assembly shall not be valid unless adopted by a number of partners representing 60% of the capita of the Company. If such majority is not achieved during the first meeting, a second meeting shall be convened within the twenty one days following the first meeting. Resolution at this meeting shall be adopted by half of the votes represented thereat.

11-8 The Director may not participate in voting in on resolution relating to discharge of his responsibility for the management.

11-9 Minutes adequately summarizing the discussions of the General Assembly should be prepared. The minutes and resolutions of the General Assembly should be recorded in a special register kept at the company/s head office. Any of the partners may review the register personally or through and attorney. They may also review company's balance sheet and loss account and annual report.

11-10 Without prejudice to the rights of the third parties acting in good faith, a resolution adopted at a General Assembly in violation of the provisions of the Commercial Companies Law or this Memorandum, benefiting certain partners or causing damage to the Company, shall be void. In this event, only the partner s who had objected to adoption of the said resolution or those were unable to object there to for acceptable reasons, may request the nullification of the resolution. A nullification resolution shall be considered as void for all partners.

11-11 resolution of the General Assembly to dismiss a Director shall be valid only if passed by a number of partners representing at least 75 % of the shares in the Company.

هـ) أية مسائل أخرى التي تدخل ضمن اختصاصها بموجب أحكام قانون الشركات التجارية أو هذا العقد

٥-١١ لا يجوز للجمعية العمومية أن تداول في غير المسائل الواردة في جدول الأعمال إلا إذا تكشف أثناء الاجتماع وقائع خطيرة تقتضي المداولة فيها و إذا طلب أحد الشركاء إدراج مسألة معينة على جدول الأعمال وجب على المدير إجابة للطلب وإلا كان من حكم الشريك أن يحتكم إلى الجمعية العمومية.

٦-١١ لكل شريك حق مناقشة الموضوعات المدرجة في جدول الأعمال ويكون المدير ملزم بالإجابة على أسئلة الشركاء بشرط أن لا يعرض ذلك مصالح الشركة للضرر ، فإذا رأى أحد الشركاء أن رد المدير على سؤاله غير كاف احتكم إلى الجمعية العمومية وكان قرارها بهذا الخصوص واجب التنفيذ .

٧-١١ لا تكون قرارات الجمعية العمومية صحيحة إلا إذا صدرت بموافقة عدد من الشركاء يمثل ٦٠ % من رأس مال الشركة ، فإذا لم تتوفر هذه الأغلبية في الاجتماع الأول وجب دعوة الشركاء لاجتماع ثان يعقد خلال الواحد والعشرين يوما التالية للاجتماع و تصدر القرارات في هذا الاجتماع بأغلبية الأصوات الممثلة فيه .

٨-١١ لا يجوز للمدير الاشتراك في التصويت على القرارات الخاصة بإبراء نمته من المسؤولية عن الإدارة .

٩-١١ يحرر محضر بخلاصة وافية لمناقشات الجمعية العمومية وتدون المحاضر و قرارات الجمعية العمومية في سجل خاص يودع بمركز الشركة الرئيسي ويكون لأي من الشركاء حق الاطلاع عليها بنفسه أو بوكيل عنه ، كما يكون له حق الاطلاع على الميزانية و حساب الأرباح و الخسائر وللقرير السنوي .

١١- مع عدم الإخلال بحقوق الغير حسني النية يقع بإطلا كل قرار يصدر من الجمعية العمومية للشركاء بالمخالفة لأحكام قانون الشركات التجارية و هذا العقد وكذلك إذا صدر لمصلحة بعض الشركاء أو للضرار ببعض الآخر دون اعتبار لمصلحة الشركة. و في هذه الحالة لا يجوز أن يطلب البطلان إلا للشركاء الذين اعترضوا على القرار أو لم يتمكنوا من الاعتراض عليه لأسباب مقبولة وترتب على الحكم بالبطلان اعتبار القرار كأن لم يكن بالنسبة إلى جميع الشركاء .

١١-١١ لا يكون قرار الجمعية العمومية بعزل المدير صحيحا إلا إذا قرره عدد من الشركاء يمثلون ما لا يقل عن ثلاثة أرباع من الحصص في الشركة .

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ART 12	<u>GURANTEE:</u> If any partner or director provides any personal guarantee to banks, creditors or financial institutions in connections with the business/credit facilities required by the Company, such partner or director shall be initiated to such guarantees commissions as may be approved by the resolutions of the general Assembly.	<u>الضمانات :</u> إذا قدم أي شريك أو عضو من أعضاء مجلس الإدارة أية ضمانات شخصية لبנק أو الدائنين أو البيوت المالية في شأن العمل التجاري أو التسهيلات الائتمانية المطلوبة من قبل الشركة ، فإن هذا الشريك أو العضو من مجلس الإدارة سوف يستحق عمولة الضمان والتي يقرها اجتماع الجمعية العمومية .	المادة ١٢
ART 13	<u>THE FINANCIAL YEAR:</u> The financial year of the Company shall commence in 31 st December each year, with the exception of the first year, which shall commence on the date of the registration of the Company in the Commercial Register and end on 31 st December of the same year	<u>السنة المالية :</u> تبدأ السنة المالية للشركة في الأول من يناير وتنتهي في الحادي والثلاثين من ديسمبر من كل عام وتنتهي من ذلك السنة المالية الأولى حيث تبدأ من تاريخ تسجيل الشركة في السجل التجاري وتنتهي في ٣١ ديسمبر من نفس العام .	المادة ١٣
ART 14	<u>PROFIT AND LOSS</u> After deduction of all the costs and expenditures, the profits and losses will be distributed as follows:- 14-1 The company shall allocated 10% of its net profit each year to create a Saturday reserve. The partners is the General Assembly may allocate additional reserves as they see fit. The partners may resolve that allocation of net profit be allocation of net profit be discontinued when the reserve reaches half of the Capital. 14-2 The Profit Shall Be Distributed Between The Partners As Follows : First Party 51 % Second party 49 % 14-3 Each of the partners shall only be liable to the extent of his shares in the capital.	<u>توزيع الأرباح والخسائر :</u> بعد استقطاع جميع المصاريف والتكاليف يتم توزيع الأرباح والخسائر حسب الآتي :- ١-١٤: تخصص نسبة لا تقل عن ١٠% من صافي أرباح الشركة كل سنة لتكوين احتياطي قانوني و يجوز للشركاء أن يقرروا وقف هذا التخصيب إذا بلغ الاحتياطي نصف رأس المال . ٢-١٤: يتم توزيع الأرباح والخسائر بين الشركاء كالاتي الطرف الأول ٥١ % الطرف الثاني ٤٩ % ٣-١٤: لا يسأل الشريك إلا بقدر حصته في رأس مال الشركة	المادة ١٤
ART 15	<u>THE AUDITOR:</u> The Company shall have one more Auditors registered in Dubai to be selected by the partners at the General Assembly. The auditor shall be subject to the same provision concerning to Auditors of joint stock companies.	<u>مراجع الحسابات :</u> يكون للشركة مراجع للحسابات من المرخص له بالعمل في إمارة دبي تختاره الجمعية العمومية للشركة كل عام ، وتسري في شأنه الأحكام الخاصة بمراجعي الحسابات في الشركات المساهمة .	المادة ١٥
ART 16	<u>VARIATION ON THIS MEMORANDUM:</u> If shall not be permissible to amend this Memorandum nor to increase or reduce the capital in the Company unless it is approved by a number of partners holding 75% of the capital of the company, nor shall it be permissible to increase the obligation of the partners save by their unanimous consent. A resolution to reduce the capital of the company shall not be valid unless it is approved by the Economic Department. The Director(s) of the company must serve and deposit the legal documents relating to the above and any amendments thereto with the Commercial Registry.	<u>تعديل العقد :</u> لا يجوز تعديل عقد الشركة و لا زيادة رأس مال الشركة أو تخفيضه إلا بموافقة عدد من الشركاء يملكون ثلاثة أرباع من رأس المال ، كما لا يجوز زيادة التزامات الشركاء إلا بموافقة الدائرة الاقتصادية ويتعين على مدير الشركة إبلاغ وإيداع المستندات القانونية المتعلقة بما جاء أعلاه وعليه بالتجدي لتعديلات لدى السجل التجاري .	المادة ١٦



ART 17	<u>DISSOLUTION OF THE COMPANY</u> The company shall be dissolved for any of the following reasons: A) The expire of the period specified in this Memorandum unless this period is renewed. B) Fulfillment of the objects for which the Company was established. C) Amalgamation of the Company. D) The partners holding more than the half of the capital of the Company deciding to terminate the duration of the Company. E) The depletion of all or most of the assets of the Company making beneficial investment of the reminder of the assets, if any, impracticable. F) If the number of the partners of the Company becomes less than two Upon the rendering of the decision from the court to dissolve the Company.	<u>حل الشركة :</u> تحل الشركة لأحد الأسباب التالية : أ) انتهاء المدة المحددة للشركة ما لم يتفق على تجديدها . ب) انتهاء الغرض الذي أسست الشركة من أجله . ج) اندماج الشركة في شركة أخرى . د) اتفاق الشركاء الذين يملكون ثلاثة أرباع من رأس مال الشركة على إنهاء مدتها . هـ) هلاك جميع أو معظم أموال الشركة بحيث يتعذر استثمار الباقي استثمارا مجديا . و) إذا انخفض عدد الشركاء إلى أقل من اثنين . ز) بناء على صدور قرار من المحكمة ينص على حل الشركة .	<u>المادة</u> ١٧
ART 18	<u>LIQUIDATION OF THE COMPANY</u> One or more liquidates shall be appointed by the partners at a General Assembly and accordance with the provisions of the Commercial Companies Law, Unless the partners agree, otherwise, upon the dissolution of the Company. If the liquidation is by decision of the court, they shall determine the manner of the liquidation and powers of the director shall ceases when the liquidation is appointed.	<u>تصفية الشركة :</u> تقوم الجمعية العمومية بتعيين مصف أو أكثر و يتبع في تصفية الشركة الأحكام في قانون الشركات التجارية ما لم يتفق الشركاء على خلاف ذلك عند حل الشركة ، وإذا كانت التصفية بناء على حكم المحكمة ، يبتت المحكمة طريقة التصفية وعينت المصفي وتنتهي سلطة المديرين بتعيين المصفي .	<u>المادة</u> ١٨
ART 19	<u>NOTICES</u> Notice sent by the Company to the Partners shall be in the form of registered record recorded delivery letters to the address of each Partners as shown in the register of partners.	<u>التبليغات</u> تكون التبليغات الموجهة من الشركة إلى الشركاء بواسطة خطابات مسجلة بعلم الوصول على عنوان كل شريك كما هو مبين في هذا العقد والمدون في سجل الشركاء .	<u>المادة</u> ١٩
ART 20	<u>COPIES</u> This Memorandum has been made and signed by the parties. One copy given to each of the parties, and the other copies for registration purpose as required by the Commercial Companies Law.	<u>النسخ</u> حرر هذا العقد وتم توقيعه من قبل أطرافه وأعطى كل طرف نسخة منه وتكون النسخ الأخرى لأغراض التسجيل وفقا لما يقتضيه قانون الشركات .	<u>المادة</u> ٢٠
ART 21	<u>MISCELLANEOUS</u> 21-1 The company shall not have been a corporate personality and shall not be allowed to perform its until it is registered in the Commercial Register Individuals shall jointly liable for all acts or transactions performed on behalf of the company by their prior to its registration. 21-2 Matters not provided for in this memorandum shall be subject to the provision of the Commercial Companies	<u>أحكام متفرقة :</u> ٢١-١ لا يكون للشركة شخصية اعتبارية ولا يجوز لها أن تبدأ أعمالها إلا بعد قديمها في السجل التجاري و كل ما يتم من أعمال أو تصرفات لحساب الشركة قبل قديمها يسأل عنه بالتضامن الأشخاص الذين أجروا هذه الأعمال أو التصرفات ٢١-٢ تكون المسائل غير المنصوص عليها في هذا	<u>المادة</u> ٢١

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	law and its amendments and ministerial decisions made in implementation thereof . 21-3 This memorandum and amendments shall thereto shall be written in Arabic Language and notarized by the concerned authority; otherwise the memorandum and any amendments thereto shall be void. Should there be any amendment, such amendment must be annexed hereto	العقد خاضعة لأحكام قانون الشركات التجارية وتعديلاته والقرارات الوزارية المنفذة له . ٢٠-٢١ يجب أن يكون هذا العقد وكل تعديل يطرأ عليه مكتوباً باللغة العربية و موثقاً من قبل الجهة الرسمية المختصة و إلا كان العقد أو التعديلات باطلاً كما يجب إرفاق كل التعديلات بهذا العقد .	
ART 22	<u>DISPUTES</u> In the event that any differences arise between the partners in respect of the liquidation for the company or about any article or clause of this memorandum of association, it shall be settled amicable, if no agreement is reached, the Dubai Courts Department shall have jurisdiction to dispose of such difference.	<u>النزاعات :</u> في حالة أي نزاع بين الشركاء بخصوص تصفية الشركة أو على أي من بنود عقد التأسيس فإنه على الشركاء أن يحاولوا الاتفاق بالتراضي لتسوية هذا النزاع ، أما إذا تعذر تسوية النزاع بالتراضي فإن الأمر يحال للفصل النهائي فيه من قبل محكم واحد يتم الاتفاق عليه بين الشركاء ، و أما إذا لم يتمكن الشركاء من الاتفاق على تعيين محكم واحد خلال (١٥) خمسة عشر يوماً من تاريخ تسليم أي من الشركاء مذكرة إخطار باللجوء للتحكيم ، فإنه على كل طرف من أطراف النزاع تعيين حكم محكمين إذا دعت الضرورة ، ويجب أن يكون مقر التحكيم في دبي ، هذا و سيكون قرار المحكم أو المحكمين أو حكم المحكمين نهائياً و ملزماً للشركاء .	المادة ٢٢
ART 23	<u>BANKRUPT OR DEATH OF A PARTY (PARTNER)</u> In the event of the bankruptcy or death of any party, its representative and creditors shall not be entitled in any event to apply for selling or dividing the property of the company, nor shall they interfere in its management. The company shall continue between the remaining parties and the representatives of the bankrupt or deceased party until the end of duration of the company and the rights of such representatives shall be limited to the profits accruing to the deceased/bankrupt party.	<u>إفلاس أو وفاة طرف :</u> في حالة إفلاس أو وفاة أي طرف فلا يحق لممثله و دائنيه طلب إخراج الشركة أو تقسيم ممتلكاتها ، كما لا يحق لهم التدخل في إدارتها ، وتستمر الشركة في أعمالها بين بقية الشركاء وممثلي الطرف المفلس أو المنوفى ونعاية نهاية مدة الشركة ، وستبقى حقوق هؤلاء المندوبين أو الورثة بالأرباح المستحقة للطرف المتوفى أو من أشهر إفلاسه .	المادة ٣٣

FIRST PARTY :

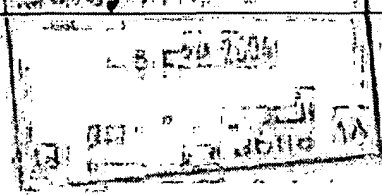
SIGNATURE:

الطرف الأول:
التوقيع:

SECOND PARTY:

SIGNATURE:

الطرف الثاني:
التوقيع:



TRUE & CERTIFIED BY
RAMESH KAPOOR

FILE COPY



CERTIFICATE OF REGISTRATION OF AN OVERSEA COMPANY

(Registration of UK establishment)

Company Number **FC037992**

UK Establishment No. BR023084

The Registrar of Companies, hereby certifies that

MOSAIC INTERIORS UK LTD

has this day been registered under the Companies Act 2006 as having established a UK establishment in the United Kingdom

Given at Companies House on **3rd February 2021**



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**