Memorandum of Association	عقد تأسيس		
L.L.C	ـ ت ش. ذ. م. م		
	سی ۱۰۰ م (شرکة ذات مسئولیة محدودة)		
(Limited Liability Company) This Memorandum is entered into this date of , between			
the following parties:	أبرم هذا العقد في هذا اليوم الموافق ٢٠١٨/١٠/٢٠ فيما بين الاطراف		
the folio wing parties:	التالية:		
First Party	انطرف الأول		
M/s. , A Company Established and existing In	السادة/ ، شركة مؤسسة وقائمة بدولة الإمارات العربية		
UAE, its Address P. O. Box No. , represented to sign	المتحدة وعنوانها ص ب ويمثلها في التوقيع على هذه الإتفاقية		
this Contract By Mr. , United Arab Emirates			
National, Passport No. , Date Of Birth: Mobile	السيد/ ، إماراتي الجنسية ويحمل جواز سفر رقم		
No. , his address, Villa No. , 2, P.O .Box	تاريخ ميلاده / / رقم الهاتف: وعنوانه فيلا رقم ، شارع		
, Dubai, UAE, Dubai, UAE.	الوصل، ، ص ب دبي إ ع م ، دبي، الإمارات العربية المتحدة.		
	(ويشار إليه فيما بعد بـ "الطرف الأول")		
(Hereinafter called "The First Party")			
Second Party	الطرف الثانى		
Mr. , United Arab Emirates National, Passport No.	السيد/ ، إماراتي الجنسية ويحمل جواز سفر رقم		
NRP598744, Date Of Birth: Mobile No. , his address,	تاريخ ميلاده رقم الهاتف: وعنوانه فيلا رقم ،		
Villa No. , St. 2, P. O. Box: Dubai , UAE.	شارع الوصل، ، ص ب دبي إعم.		
	•		
(Hereinafter called "The Second Party")	(ويشار إليها فيما بعد بـ "الطرف الثاني")		
Third Party	الطرف الثالث		
Mr. United Arab Emirates National, Passport No.	السيد/ ، إماراتي الجنسية ويحمل جواز سفر رقم		
, Date of Birth: Mobile No. , his address, Office No , Dubai, UAE.	تاريخ ميلاده: رقم الهاتف: وعنوانه مكتب		
address, Office No , Dubai, UAE.	رقم دبي، الإمارات العربية المتحدة.		
(Hereinafter called "The Third Party")	ويشار إليها فيما بعد بـ "الطرف الثالث")		
INTRODUCTION:	التمهيد:		
The parties hereto, having full legal capacity to contract, have	إتفق أطراف هذا العقد وكل منهم بكامل الأهلية القانونية للتعاقد، على		
agreed to form Limited Liability company between themselves	, '		
in the Emirate of Dubai in accordance with the provisions of the	تأسيس شـركة ذات مسـئولية محدودة فيما بينهم في إمارة دبي طبقاً		
federal law No "2" for the year 2015, regarding the Commercial	لأحكام القانون الإتحادي رقم (٢) لسنة ٢٠١٥ ميلادي بشأن الشركات		
Companies "Commercial Companies law" and any other decisions.	التجارية "قانون الشركات التجارية" وأي قرارات منفذة له.		
ARTICLE (1): DEFINITION:	المادة (١) : تعريفات:		
In this Memorandum, the following words shall have meanings:	تكون للكلمات التالية في هذا العقد المعاني التالية:		
1.1-"The Company" shall mean the company formed pursuant	١-١ -الشركة " تعني الشركة التي تأسست بموجب هذا العقد.		
to this Memorandum.			
1.2-"The Commercial Register" shall mean the commercial	٢-١ "السجل التجاري" يعني السجل التجاري لدى الدائرة الاقتصادية.		
register at the Economic Dept. 1.3-"The Commercial Companies law" shall mean Federal law			
No. 2 of 2015 concerning commercial companies and its	٣-١ "قانون الشركة التجارية" يعني القانون الاتحادي رقم (٢) لسنة		
amendments.	٢٠١٥م بشأن الشركات التجارية والقوانين المعدلة له.		
1.4-"Managing Director" means the Managing Director of the company appointed pursuant to this Memorandum	١-٤ " مدير اداري " يعنى مدير الشركة المعين بموجب هذا العقد.		

الـ	1.5-"The Department of Economic Development" shall mean the Department of Economic Development of the Emirate of	١-٥ " دائرة التنمية الاقتصادية" تعني دائرة التنمية الاقتصادية إمارة
ecommerce in the Emirate of Dubai. 17-The partner(s) shall mean the parties to this Memorandum and any person or legal entity which becomes the holder of a share in the capital of the Company in accordance with the terms of this Memorandum and my person or legal entity which becomes the holder of a share in the capital of the Company in accordance with the terms of this Memorandum and my person or legal entity which becomes the holder of a share in the capital of the Company is accordance with the terms of this Memorandum and my person or legal entity which becomes the holder of a share in the capital of the Company is accordance with the terms of this Memorandum and my person or legal entity which becomes the holder of a share in the capital of the Company is accordance with the terms of this Memorandum and my person or legal entity which becomes the holder of a share in the capital of the Company is accordance with the terms of this Memorandum and my person or legal entity which is earned in the date of the Company is accordance with the terms of this Memorandum and my person or legal entity which is automatically renewable, except if one of the parties of the company shall be in UAE, Emirate of Dubai, it shall be permissible for the Company to establish branches, Offices and/or agencies in the United Arab Emirates and abroad. ARTICLE-4-HEAD OFFICE OF THE COMPANY: The duration of the company shall be in UAE, Emirate of Dubai, it shall be permissible for the Company to establish branches, offices and/or agencies in the United Arab Emirates and abroad. ARTICLE-5-DURATION OF THE COMPANY: The duration of the company shall be in UAE, Emirate of Dubai, it shall be permissible for the Company in the commercial register which is automatically renewable, except if one of the parties of the registration of the company in the commercial register which is automatically renewable, except if one of the parties of the company is the commercial register which is automatically renewable, except if one of the parties of t	Dubai.	دبي.
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ARTICLE-4- HEAD OFFICE OF THE COMPANY and its Address: The head office of the Company shall be in UAE, Emirate of Dubai, it shall be permissible for the Company to establish branches, Offices and/or agencies in the United Arab Emirates and abroad. ARTICLE-5-DURATION OF THE COMPANY: The duration of the company shall be 25 Gregorian years, commencing on the date of the registration of the company in the commercial register which is automatically renewable, except if one of the parties didn't inform the other party by registered letter and/or notice about his intention to terminate this contract at least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams	assembly and the Economic Department.	بأي نشاطات قانونية موافق عليها بموجب قرار الجمعية العمومية والدائرة
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The head office of the Company shall be in UAE, Emirate of Dubai, it shall be permissible for the Company to establish branches, Offices and/or agencies in the United Arab Emirates and abroad. ARTICLE-5-DURATION OF THE COMPANY: The duration of the company shall be 25 Gregorian years, commencing on the date of the registration of the company in the commercial register which is automatically renewable, except if one of the parties didn't inform the other party by registered letter and/or notice about his intention to terminate this contract at least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams		مادة (٤) مركز الشركة الرئيسي وعنوانها:
Dubai, it shall be permissible for the Company to establish branches, Offices and/or agencies in the United Arab Emirates and abroad. ARTICLE-5-DURATION OF THE COMPANY: The duration of the company shall be 25 Gregorian years, commencing on the date of the registration of the company in the commercial register which is automatically renewable, except if one of the parties didn't inform the other party by registered letter and/or notice about his intention to terminate this contract at least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams	The head office of the Company shall be in UAE, Emirate of	يكون مركز الشركة الرئيسي في دولة الإمارات العربية المتحدة ، إمارة
and abroad. ARTICLE-5-DURATION OF THE COMPANY: The duration of the company shall be 25 Gregorian years, commencing on the date of the registration of the company in the commercial register which is automatically renewable, except if one of the parties didn't inform the other party by registered letter and/or notice about his intention to terminate this contract at least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams ARTICLE-1- Lear (100 ARTICLE (100 ARTIC	1	" "
The duration of the company shall be 25 Gregorian years, commencing on the date of the registration of the company in the commercial register which is automatically renewable, except if one of the parties didn't inform the other party by registered letter and/or notice about his intention to terminate this contract at least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams On the date of the registration of the company in the commencing on the date of the registration of the company in the commercial registration of the company in the commercial registration of the company in the commercial registration of the commercial register which is automatically renewable, except if one of the parties didn't inform the other party by registration of the commercial registration of the		- الدولة وخارجها.
on the date of the registration of the company in the commercial register which is automatically renewable, except if one of the parties didn't inform the other party by registered letter and/or notice about his intention to terminate this contract at least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams The date of the registration of the company in the commercial register which is automatically renewable, except if one of the parties didn't inform the other party by registered letter and/or notice about his intention to terminate this contract at least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams	ARTICLE-5-DURATION OF THE COMPANY:	مادة (٥) مدة الشركة:
register which is automatically renewable, except if one of the parties didn't inform the other party by registered letter and/or notice about his intention to terminate this contract at least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams		مدة الشركة (٢٥) سنة ميلادية تبدأ من تاريخ تسجيل الشركة في السجل التجاري
his intention to terminate this contract at least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams Least Three (3) month. Such period may be extended or shortened by a resolution issued by general assembly. ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams		وتجدد تلقائياً لمدة مماثلة، إلا إذا قام أحد الأطراف بإرسال إلى الطرف الأخر
period may be extended or shortened by a resolution issued by general assembly. ARTICLE—6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams (100) المراحة العلم الشركة بمبلغ (100) درهم (ألف	1 7 7 9	
ARTICLE-6- THE CAPITAL OF THE COMPANY: 6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams (۱۰۰۰) درهم (ألف		
6.1-The capital of the company is Dirhams 300,000 (Dirhams Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams (۱۰۰۰) درهم (ألف (۲۰۰۰) حصة قيمة كل حصة (۱۰۰۰) درهم (ألف المسلمة المسلم	assembly.	تقصير هذه المدة.
Three hundred thousand only) divided into (300) shares the value of each shares being Dirhams one Thousand Dirhams	ARTICLE-6- THE CAPITAL OF THE COMPANY:	مادة (٦) رأس مال الشركة:
value of each shares being Dirhams one Thousand Dirhams مقسمة إلى (۳۰۰) حصة قيمة كل حصة (۱۰۰۰) درهم (الف	1	٦-١-حدد رأس مال الشركة بمبلغ ٣٠٠,٠٠ درهم (فقط ثلاثمائة الف
•	• /	درهم) مقسمة إلى(٣٠٠) حصة قيمة كل حصة (١٠٠٠) درهم (ألف
	(1000/-)	درهم فقط).

The Partners	Share Nos.	Share Value	Capital	نسبة بالمئوية	قيمة الحصص	عدد الحصص	اسم الشريك	
The First Party	294	294,000	98%	%9A	798,	Y 9 £	الطرف الاول	
The Second Party	3	3,000	1%	%1	٣,٠٠٠	٣	الطرف الثاني	
The Third Party	3	3,000	1%	%1	٣,٠٠٠	٣	الطرف الثالث	
Total	300	300,000	100%	%١٠٠	٣٠٠,٠٠٠	٣٠٠	المجموع	
3.6- the partners agree that the capital of the company fully paid and lodged in the company account or approved banks in the state.		٣,٦ يقر الشركاء بأنه قد تم دفع رأس المال وإيداعه في حساب الشركة أو البنوك المعتمدة بالدولة.						
	RANSFER OF SI		-1(-) 41				المادة (٧) التنازل	
	partners intends t th/without conside		` '		ل عن حصته لش			
a partner, H	e must notify the	other partne	rs through the	الشركاء في الشركة -بعوض أو بغير عوض -وجب عليه أن				
	Director of the t irector must notify				يخطر باقي الشركاء عن طريق مدير الشركة بالمتنازل إليه أو			
of such notic		1	1	المشتري وبشروط التنازل أو البيع، وعلى المدير أن يخطر الشركاء				
2 4			1	بمجرد وصول الإخطار إليه.				
2. Any partner may apply to acquire the share stated in paragraph (1) on this article within (30) days from the date		٢- يجوز لكل شريك أن يطلب إسترداد الحصة الواردة بالبند (١) من						
	on, at the agreed			هذه المادة خلال (٣٠) يوماً من إخطار المدير بالثمن الذي يتفق عليه، وفي حالة الإختلاف على القيمة، تقدر الحصة من خلال				
disagreement on the price, the share value shall be estimated by one of the experts in the technical and financial field to be selected by the competent authority in								
			لخبرة الفنية والمالية	-				
accordance v	with a request from	the share ow	ner on his cost.	تختاره السلطة المختصة بناءاً على طلب يقدمه طالب الإسترداد				
3. If more than one partner exercises the right to acquire the			وعلى نفقته.					
	nares to be transfer	_		٣- اذا إستعمل حق الإسترداد أكثر من شريك قسمت الحصص أو				
them in proj	ortion to the share	e which each	of them holds	الحصة المباعة بينهم بنسبة حصة كل منهم في رأس المال مع				
in the capital subject to the provisions of Article (76) of this law.			مراعاة أحكام المادة (٧٦) من هذا القانون.					
	1 : (2)) - £41-iti	111					
•	ted in paragraph (2 partners exercise		_		في البند (٢) من			
	artner shall be free	-	•	أن يستعمل أحد الشركاء حق الإسترداد كان الشريك حراً في				
					التصرف بد			
ARTICLE-8- REGISTER OF PARTNER:					مادة (٨) سجل ال			
8.1- a special register of the partners shall be prepared by the Managing Director of the company and be kept at its main office which should include the following:		ا ١٠ - يوم العدير الإداري فللرف بإحداد شجل عاص بالتارك يسلف						
		به في مركزها الرئيسي ويشتمل علي ما يلي:						
) Full name of Domicile, 5) Add	each partner, ') r	nationality *)	profession, (2)		` '	شريك، (٢) الجنسي		
6) Number and v	alue of the shares of			(٤) الموطن، (٥) العنوان (٦) عدد وقيمة الحصص التي يملكها كل				
	dealings carried or	ut with regard	l to the shares,	شريك، (٧) تفاصيل كافة التصرفات التي أجريت على الحصص مع				
together with the date thereof.						بيان تواريخها.		

8.2-The Managing Director shall be liable for maintaining the	٨-٢-ويكون المدير الإداري للشركة مسؤولاً عن هذا السجل وصحة
register and for the accuracy of its contents; the partners and any interested party shall have the right to review such register.	بياناته ويكون للشركاء ولكل ذي مصلحة حق الإطلاع على هذا السجل.
ARTICLE-9- MANAGEMENT OF THE COMPANY:	مادة (٩) إدارة الشركة:
9.1- in consideration of authorities and specifications that the general assembly has under the memorandum of association, the company shall have board of directors that have the necessary powers and authorities for management of the company and its activities and running its business to achieve its targets. Its agreed between the partners to appoint Mr.	9-1 مع مراعاة السلطات والإختصاصات التي تتمتع بها الجمعيات العمومية بموجب عقد التأسيس، يكون للشركة مدير يتمتع بكافة السلطات والصلاحيات اللازمة لإدارة الشركة ونشاطاتها وتسيير أعمالها وتحقيق أغراضها.
British national, holding Emirates ID No. , date of Birth: , his address Dubai, UAE, as the General Manager of the company with following powers and authorities:	الجنسية، يحمل بطاقة هوية إمارتية رقم: ، تاريخ الميلاد: وعنوانه دبي، الإمارات العربية المتحدة، مديراً للشركة ويكون لديه الصلاحيات التالية:
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.	 الشركة أمام كافة الدوائر الرسمية وشبه الرسمية والوزارات كافة والشركات والمؤسسات والأعمال التجارية الأخرى والتوقيع على كافة المستندات والأوراق والعقود مع وأمام الجهات المذكورة.
2. To undertake the receipt and handover formalities from the developer in respect of the property and to apply for and obtains on behalf of the company all permissions, approvals and consents required at the time of handover including formalities with respect to permissions from DEWA and such other government and non-government bodies as may be required to collect keys and contracts of the property, and do all acts that may be required thereto.	٧- القيام بالإجراءات الرسمية لعملية استلام وتسليم العقار من المطور وتقديم وإستلام جميع الأذونات والتصديقات والموافقات المطلوبة عند الإستلام بما في ذلك الإجراءات الخاصة بالأذونات من هيئة كهرباء ومياه دبي والهيئات الحكومية وشبه الحكومية حسب ما يتطلب الأمر وإستلام المفاتيح والعقود الخاصة بالعقار وعمل كل ما يلزم في هذا الخصوص.
3. To represent before Municipality, Economic Department, Ministry of Economy and Commerce, Labor Immigration, Post Office, Chamber of Commerce, Electricity and water, RTA, Etisalat, Police Dept., Ports & Customs, Airport and all other Official Federal and local depts. in the U.A.E.	۳- تمثیل الشرکة لدی البلدیة والدائرة الإقتصادیة ووزارة الإقتصاد والتجارة ووزارة العمل ودائرة الجنسیة والهجرة ومکاتب البرید وغرفة تجارة وصناعة دبی ودائرة المیاه والکهرباء ومؤسسة الإتصالات ودائرة الموانئ والجمارك والشرطة وجمیع الدوائر الرسمیة والمحلیة والاتحادیة الأخری فی دولة الإمارات.
4. To represent before all the Ministries and local Authorities for establishing this Company and do any other work in connection therewith.	 ٤ المثول أمام كافة الوزارات والسلطات المحلية لتأسيس هذه الشركة وأن يقوم بأي عمل يرتبط بهذا الشأن.
5. To sign all tenders, contracts, documents or receipts of Commercial nature on behalf of the company.	 التوقيع على كافة العطاءات والعقود والمستندات والإيصالات ذات التجارية نيابة عن الشركة .
6. To sign and sanction all vouchers for books of account and payment of all expenses.	 ٦- اعتماد والمصادقة على كل السندات للدفاتر الحسابية ودفع كافة المصروفات.
7. Representing the Company before all third parties, including official and semi-official departments.	 ٧- تمثيل الشركة أمام كافة الأطراف الثالثة بما في ذلك الدوائر الرسمية وشبه الرسمية،
8. To open and close bank account and/or accounts, in the name of the said company, local and/or overseas and to operate such accounts in full capacity and to deposit, withdrawal and issue cheques and any other irregularities in the account. To avail, Overdraft, Letter of Credit and obtain	 ۸− فتح وإقفال الحسابات البنكية بإسم الشركة المذكورة، محليا و/أو دولياً وتشغيل مثل تلك الحسابات بكامل الصلاحية والإيداع والسحب والتوقيع

Financing for vehicles and equipment on behalf of the company.	على الشيكات والسندات القابلة للتداول ,والتوقيع وفتح الاعتمادات التجارية
company.	اللازمة والحصول على تمويل المركبات والمعدات نيابة عن الشركة.
9. To appoint or remove advocates, lawyers and to file or	٩- تعيين أو إلغاء وكالة المحامين ورفع أو الدفع عن أية دعاوى أمام
defend any suits before all U.A.E courts at all levels.	كافة محاكم الإمارات العربية المتحدة بمختلف درجاتها.
10. To appoint and remove employees and consultants and fix their duties and remuneration.	١٠- تعيين أو إنهاء خدمات للمستخدمين والمستشارين وتحديد
	واجباتهم ومكافأتهم.
11.the powers of article 58 of the civil code procedures, to authorize the others and lawyers by the previous powers.	١١- صلاحيات المادة ٥٨ من قانون الإجراءات المدنية, تفويض
authorize the others and lawyers by the previous powers.	الأخرين والمحامين بالصلاحيات السابقة.
12.submit application forms and other documents to the Department of Immigration and Naturalization for the	١٢- تقديم نماذج الطلبات والمستندات الأخرى إلى دائرة الهجرة
purpose of obtaining transit visas, visit visas, and other	والجنسية للحصول على تأشيرات الترانزيت وتأشيرات الزيارة والأنواع
types of visas or entry permits on behalf of the Company	الأخرى من التأشيرات أو تصاريح الدخول بالنيابة عن الشركة,
and to sign and file any document, form or papers that may be required by the Department of Immigration and	وللقيام بتوقيع وإيداع أن مستند أو نموذج أو أوراق قد تطلبها دائرة
Naturalization;	الهجرة والجنسية.
13.to confirm the claimed right, to assign the same, settle,	١٣- الإقرار بالحق المدعى به والتنازل عنه والصلح والتحكيم فيه
arbitrate, deny, release, drop, delete, leave the dispute, to appoint experts and arbitrators and select them, to receive	والإنكار والابراء والإسقاط والشطب وترك الخصومة وفي طلب
their reports, to apply for oath, to accept and reject the	تعيين الخبراء والمحكمين واختيارهم واستلام تقاريرهم وطلب توجيه
same, to claim for forgery, to reject judges, experts and arbitrators, to leave deposits with the debt, to take	اليمين وقبولها وردها والادعاء بالتزوير وفي رد القضاة والخبراء
precautionary arrangements, to file counter cases and	والمحكمين وفي ترك التأمين مع بقاء الدين واتخاذ الإجراءات
assign from the same, to proceed all challenging methods against judgments and decisions by the way of appeal, to	الاحتياطية وفي إقامة الدعوى المتقابلة والتنازل عنها ومباشرة كافة
request for reconsideration, to approve cassation, to object,	الطرق المقررة للطعن في الأحكام والقرارات بطريق الاستئناف
plea and assign from the judgments whether totally or partially, to assign from any of the challenging ways	والتماس اعادة النظر والتقرير بالنقض (او التمييز) والمعارضة
against the same, to present and accept the real offer, to	والتظلم والتنازل عن الأحكام كليا او جزئيا والتنازل عن اي طريق
withdraw executive copies of judgments, to execute the	من طرق الطعن فيها وتقديم العرض الحقيقي وقبوله وفي سحب
same, to apply for precaution and executive attachment and raise the same, to take all executive procedures and reject	الصور التنفيذية للأحكام وتتفيذها وفي طلب الحجز التحفظي
the same	والتنفيذي ورفعه واتخاذ الإجراءات التنفيذية والرجوع عنها،
14. the right to sell and mortgage the lands and properties, shall	١٤ - الحق في بيع ورهن الأراضي والعقارات. والحق التأجير وإيجار
have right to lease, rent, vacate, invest, and receive the lease amounts either in cash or through checks, to receive	وإخلاء واستثمار وقبض القيمة الإيجارية نقداً أو بشيكات وقبض
deposits, appoint attorneys, receive and en-cash any	التأمينات، وتوكيل المحاميين. وقبض قيمة الشيكات بعد سدادها
amounts arising from notifications therein and; To receive monies, to collect the original documents, title deed, No	وقبض وصرف أي مبالغ ناتجة عن البلاغات، والحق في قبض
Objection Letter and keys of the property and do all acts	الأموال، والحق في استلام المستندات الأصلية وصك الملكية
that may be required thereto.	والمفاتيح وخطاب عدم الممانعة الخاصة بالعقار وعمل كل ما يلزم
	في هذا الخصوص.
15. To file complaints and assign from the same, to appoint advocates	١٥ - فتح البلاغات والتنازل عنها وتوكيل المحامين لإقامة الدعاوي ومتابعة
for filing the cases and follow the proceedings before all courts of different categories, first instance, appeal, cassation, to defend in	إجراءات التقاضي امام جميع المحاكم بمختلف درجاتها ابتدائي واستئناف
the same, to receive and serve memos, documents, notices, pleas,	ونقض (او تمييز) والدفاع فيها وتسليم وتسلم المذكرات والمستندات
expert's reports, announcements and legal documents	والإنذارات وتقارير الخبراء والإعلانات والأوراق القضائية،

have the competence during the annual meeting thereof to consider deciding on the hereunder matters:	السنوي بالنظر وإتخاذ قرار بشأن المسائل الآتية:
The General Assembly of a Limited Liability Company shall	تختص الجمعية العمومية للشركة ذات المسؤولية المحدودة في إجتماعها
11.3 Competences of the Annual General Assembly:	لانعفاد الجمعية العمومية بحمسة عسر يوما على الاس أو حال شرة أقصر يتفق عليها جميع الشركاء. 1 ا - ا اختصاصات الجمعية العمومية السنوبة :
provisions of Art (96) of this Law, shall be made by registered letters or any other mean provided for in the MOU at least fifteen days prior to the date fixed for the convening of the General Assembly or during a shorter period agreed upon by the entire Shareholders.	بأية وسيلة أخرى ينص عليها عقد التأسيس، وذلك قبل الموعد المحدد لانعقاد الجمعية العمومية بخمسة عشر يوماً على الأقل أو خلال فترة
	القانون يكون توجيه الدعوة لانعقاد الجمعية العمومية بكتب مسجلة أو
	العمومية المؤجلة لعدم اكتمال النصاب وفقاً لحكم المادة (٩٦) من هذا
11.2 Sending invitation for the General Assembly except for postponed General Assembly due to lack of quorum as per	٢-١١ إعلان الدعوة لاجتماع الجمعية العمومية باستثناء الجمعية
quarter of the Capital.	المال.
for the convening of the General Assembly if the same has been requested by one or more Partners who hold not less than a	للانعقاد إذا طلب ذلك شريك أو أكثر يملكون ما لا يقل عن ربع رأس
The Manager or the authorized member of the Board should call	يجب على المدير أو المخول من المديرين دعوة الجمعية العمومية
fiscal year and the convening thereof shall be conducted at the time and place specified in the meeting's invitation letter.	ويكون إنعقادها في الزمان والمكان المعينين في خطاب الدعوة للإجتماع.
of Directors during the four months following the end of the	الأقل في السنة وذلك خلال الأشهر الأربعة التي تلي نهاية السنة المالية،
consisting of the entire shareholders and convenes at least once every year by an invitation made by the Manager or the Board	الشركاء، وتتعقد بدعوة من المدير أو مجلس المديرين مرة واحدة على
The limited liability company shall have a general assembly	للشركة ذات المسؤولية المحدودة جمعية عمومية تتكون من جميع
11.1 Formation of the General Assembly and convening thereof:	١ - ١ تشكيل الجمعية العمومية وإنعقادها:
ARTICLE-11- THE GENERAL ASSEMBLY:	مادة(١١) الجمعية العمومية:
submitted to the annual General Assembly for approval.	العمومية السنوية لإعتمادها.
10.2- The balance sheet and the profit and loss account shall be	٢-١٠ يجب تقديم الميزانية وحساب الأرباح والخسائر إلى الجمعية
above should be completed within three months from the end of the Company's financial year.	من تاريخ انتهاء السنة المالية.
position and the proposal for the distribution of profits, all the	المالي ومقترحاته في شأن توزيع الأرباح وذلك كله خلال ثلاثة اشهر
an annual report of the Company's activities, its financial	الأرباح والخسائر كما يقوم بوضع تقرير سنوي عن نشاط الشركة ومركزها
10.1- The company's Director shall prepare the Company's balance sheet and profit and loss account. he shall also prepare	١-١٠ يتولى مدير الشركة إعداد الميزانية السنوية للشركة وحساب
ARTICLE-10- FINANCIAL MANAGEMENT:	مادة(١٠) الإدارة المالية:
17. To delegate part or whole of the above said powers to any third parties.	١٧- الحق في توكيل الغير في كل أو بعض ما ذكر أعلاه.
rent of the Property;	بعملية تأجير العقار،
fulfillment of their amounts, make payments under the name of the company in the form of cash, check or draft, in relation to the	ويسدد الدفعات نيابة عن الشركة سواء نقداً أو شيكاً أو حوالة فيما يختص
the same; to submit notifications concerning bounced unpaid checks issued by tenants and follow up all transactions, in case of	بالشيكات المرتدة الصادرة من المستأجرين ومتابعتها بعد استيفاء قيمتها،
court, to vacate, to act on executive attachment, arrest, and assign	والإخلاء والحجز التنفيذي والحبس والرجوع عنه وتقديم البلاغات
dispute in relation with the property before the rent committee, municipality, and execute all decisions issued from concerned	الإيجارات والبلدية وتنفيذ الأحكام الصادرة عنها أمام المحكمة المختصة
releases, and certify them; to represent the company in any lease	وتوثيقها، وتمثيل الشركة في أي نزاع إيجاري يتعلق بالعقار أمام لجنة
services; and he has, to sign leases and carry on all procedures in order to authenticate the same to issue receipts and voucher,	والهائك والغار الطبيعي ودافه الخلمات الإخرى، ونه وتوقيع العفود والخاد إجراءات تصديقها وتحرير الإيصالات والمخالصات وإخلاء الطرف
services of water, electricity, natural gas, phone and all other	والهاتف والغاز الطبيعي وكافة الخدمات الأخرى، وله وتوقيع العقود واتخاذ

be passed by majority votes of the attending or represented Shareholders in the meeting unless the MOA provides for more majorities. 11.6 Addition of a Clause into the General Assembly's Agenda:	على أغلبية أكبر. ١١-٦ إدراج بند على جدول أعمال الجمعية العمومية :
Shareholders in the meeting unless the MOA provides for more majorities.	
any number of Shareholders attend it. Resolutions of the General Assembly shall not be valid unless be passed by projective vetes of the attending or represented.	لا تكون قرارات الجمعية العمومية صحيحة إلا إذا صدرت بالأغلبية للشركاء الحاضرين والممثلين في الإجتماع ما لم ينص عقد التأسيس
In case that; the quorum as set forth in clauses (1) and (2) of this Article did not attend, the Shareholders should then be invited for a third meeting to be held after (30) days following the second meeting's date and shall be deemed as properly held with any number of Shareholders attend it	إذا لم يتوفر النصاب القانوني على النحو المبين في البندين (١) و (٢) من هذه المادة، وجب دعوة الشركاء لإجتماع ثالث يعقد بعد انقضاء ثلاثين يوماً من تاريخ الاجتماع الثاني ويعتبر صحيحاً بمن حضر.
General Assembly's meeting shall not be properly convened unless be attended by one or more Shareholder(s) who hold not less than (75%) of the shares of the Company's capital. In case that; the quorum as set forth in clause (1) of this Article did not attend, the Shareholders should then be invited for a second meeting to be held within (14) days following the first meeting, provided that; percentage of attendance should not be less than (50%) of the capital.	لا يكون انعقاد الجمعية العمومية صحيحاً إلا بحضور شريك أو أكثر يملكون ما لا يقل عن (٧٥%) من الحصص في رأس مال الشركة. إذا لم يتوفر النصاب على النحو المبين في البند (١) من هذه المادة، وجب دعوة الشركاء لإجتماع ثان يعقد خلال (١٤) يوماً تالية للإجتماع الأول، على ألا تقل نسبة الحضور عن (٠٠%) من رأس المال.
Each Shareholder shall have the right to attend the General Assembly's meetings regardless of the number of the shares he holds and he may delegate under a special authorization, any other Shareholder - not a manager – or any other party whose appointment is permissible under the MOA to represent the Shareholder in the General Assembly and each Shareholder shall have number of votes equal to the shares he holds or represents. 11.5 Quorum to convene and vote:	لكل شريك حق حضور اجتماعات الجمعية العمومية مهما كان عدد الحصص التي يملكها وله أن ينيب عنه بتقويض خاص شريكاً آخر من غير المديرين أو أي طرف آخر يجيز عقد التأسيس تعيينه لتمثيل الشريك في الجمعية العمومية, ويكون لكل شريك عدد من الأصوات بقدر عدد ما يملكه أو يمثله من حصص.
provisions of this Law or the provisions of the MOA. 11.4 Attending of the General Assembly's Meeting:	أو أحكام عقد التأسيس. 11- عضور اجتماع الجمعية العمومية:
Appointment of the members of the Sharia internal control committee if the Company practices the activity thereof in accordance with the provisions of the Sharia Law. Appointment of one or more auditor(s) and determination of their remunerations. Other matters among the competence thereof as under the	تعيين أعضاء لجنة الرقابة الشرعية الداخلية والمراقب الشرعي إذا كانت الشركة تمارس نشاطها وفقاً لأحكام الشريعة الإسلامية. تعيين مدقق الحسابات أو أكثر وتحديد مكافآتهم. المسائل الأخرى التي تدخل في اختصاصها بموجب أحكام هذا القانون
remunerations. Appointment of the members of the managers' council (If any). Appointment of the members of the control council (If any).	تعيين المديرين وتحديد مكافآتهم. تعيين أعضاء مجلس المديرين (إن وجد). تعيين أعضاء مجلس الرقابة (إن وجد).
Profits to be distributed between the Shareholders. Appointment of managers and determination of their	الأرباح التي توزع على الشركاء
auditor's report and the control council's report. The balance sheet, the Profits & Losses Account and the approval thereof.	المنتهية وتقرير مدقق الحسابات وتقرير مجلس الرقابة المعومية وحساب الأرباح والخسائر والتصديق عليهما
situation thereof during the ended fiscal year as well as the	تقرير المديرين عن نشاط الشركة ومركزها المالي خلال السنة المالية

during the meeting which matters that need to be urgently discussed and if one of the Shareholders has requested at the beginning of the meeting to add specific matter to the agenda, the Mangers should then respond to the said request otherwise, the said Shareholder shall then have the right to refer the matter to the General Assembly to decide thereon.

وإذا طلب أحد الشركاء في بداية الإجتماع إدراج مسألة معينة على جدول الأعمال وجب على المديرين إجابة الطلب وإلا كان من حق الشريك أن يحتكم إلى الجمعية العمومية.

11.7 Discussion of Issues included in the General Assembly's Agenda:

Each Shareholder shall have the right to discuss the issues included in the agenda and the Managers are obliged to answer the questions of the Shareholders to the extent that does not prejudice the Company's interests and in case that a Shareholder believed that; the answer of his question is not sufficient enough, he may then refer the matter to the General Assembly whose decision shall be enforceable.

١١-٧ مناقشة موضوعات جدول أعمال الجمعية العمومية:

لكل شريك حق مناقشة الموضوعات المدرجة في جدول الأعمال، ويكون المديرون ملزمين بالإجابة على أسئلة الشركاء بالقدر الذي لا يعرض مصالح الشركة للضرر فإذا رأى أحد الشركاء أن الرد على سؤاله غير كاف إحتكم إلى الجمعية العمومية وكان قراراها واجب النفاذ.

11.8 Voting to Discharge the Managing Director:

It shall not be permissible for the Managing Director to participate in voting on decision related to the discharge thereof from responsibility for the management.

١١-٨ التصوبت على إبراء ذمة المدير الإداري:

لا يجوز للمدير الإداري الاشتراك في التصويت على القرارات الخاصة بإبراء ذمته من المسؤولية عن الإدارة.

11.9 Record of the General Assembly Meetings:

A record of sufficient summary of the General Assembly's discussions shall be prepared where the minutes and decisions thereof shall be recorded in special register to be lodged at the Company's premises. Any of the Shareholders shall have the right to personally or through a representative thereof review the same as well as to review the balance sheet, profits and losses account and the annual report.

١١-٩ سجل إجتماعات الجمعية العمومية:

يحرر محضر بخلاصة وافية لمناقشات الجمعية العمومية، وتُدوّن محاضرها وقراراتها في سجل خاص يودع في مقر الشركة ويكون لأي من الشركاء الإطلاع عليه بنفسه أو بوكيل عنه، كما يكون له الإطلاع على الميزانية العمومية وحساب الأرباح والخسائر والتقرير السنوي.

ARTICLE-12-GUARANTEE:

If any partner or Managing Director provides any personal guarantees to banks, creditors or financial institutions in connection with the business/credit facilities required by the company, such partner or Managing Director shall be entitled to such guarantee commission as may be approved by the resolution of the General Assembly.

مادة (١٢) الضمانات:

إذا قدم أي شريك او المدير الإداري أية ضمانات شخصية للبنوك أو الدائنين أو البيوت المالية في شأن العمل التجاري أو التسهيلات الإئتمانية المطلوبة من قبل الشركة، فان هذا الشريك أو المدير الاداري سوف يستحق عمولة الضمان والتي يقرها اجتماع الجمعية العمومية للمساهمين.

ARTICLE-13-THE FINANCIAL YEAR:

The financial year of the company shall commence on the 1st January and shall end on 31st December each year, with the exception of the first financial year which shall commence on the date of the registration of the company in trade registry and not be less than (6) Months, and not exceed that (18) months.

مادة (١٣) السنة المالية:

بدء السنة المالية للشركة في الأول من يناير وتنتهي في الحادي والثلاثين من ديسمبر من كل سنة، ماعدا السنة المالية الأولى والتي تبدأ من تاريخ تسجيل الشركة في السجل التجاري على أن لا تقل عن (٦) أشهر ولا تزيد عن (١٨) شهراً.

ARTICLE-14-PROFITS AND LOSSES:

14.1-The company shall allocate 10% of its net profits each year to create a statutory reserve. The Partners in the General Assembly may allocate additional reserves as they see fit. The partners may resolve that the allocation of net profits to the statutory reserve be discontinued when the reserve reaches half of the capital.

مادة (١٤) توزيع الأرباح والخسائر:

31-1-تخصص نسبه لا تقل عن 10% من صافي أرباح الشركة كل سنه لتكوين إحتياطي قانوني، ويجوز للشركاء بقرار الجمعية العمومية زيادة هذه النسبة. ويجوز للشركاء أن يقرروا وقف هذا التخصيص إذا بلغ الإحتياطي نصف رأس المال.

14.2-The net profits shall be distributed between the partners in the following proportion:		النسبة التالية:-	١٤-٢-يتم توزيع صافي الأرباح بين الشركاء وفق
Partner	Percentage	النسبة	الشريك
First Party	98%	%9A	الطرف الأول
Second Party	1%	%1	الطرف الثاني
Second Party	1%	%1	الطرف الثالث
14.3-Each of the partners shall only be liable to the share of profit as stated above.	e extent of his	١٤ -٣- لا يسأل الشريك من الأرباح إلا بقدر ما ذكر أعلاه في الشركة.	
ARTICLE-15-THE AUDITOR:		مادة (١٥) مراجع الحسابات:	
The company shall have one or more auditors Dubai to be selected by the Partners at the Gene The auditor(s) shall be subject to the sam concerning auditor of joint stock companies.	يكون للشركة مراجع الحسابات أو أكثر من المرخص لهم للعمل في إمارة دبي تختارهم الجمعية العمومية للشركاء كل عام وتسري في شأنهم الأحكام الخاصة بمراجعي الحسابات في الشركات المساهمة.		
ARTICLE-16- amend the memorandum of a the company and increase or decrease its capit		خفيض رأسمالها:	مادة (١٦) تعديل عقد تأسيس الشركة وزيادة أو ت
It shall not be permissible to amend the ment association of the company of nor to increase Company capital unless by approval of partners have 75% of the partners represented in general assemble permissible to increase the obligation of the Patheir unanimous consent.	لا يجوز تعديل عقد تأسيس الشركة ولا زيادة رأس مالها أو تخفيضه إلا بموافقة عدد من الشركاء يمثلون ٧٥% من الحصص الممثلة في إجتماع الجمعية العمومية وتكون نسبة الزيادة أو التخفيض وفقاً لنسبة حصص الشركاء في الشركة ومع ذلك لا يجوز زيادة التزامات الشركاء إلا بموافقاتهم الإجماعية.		
ARTICLE-17-DISSOLUTION OF COMPANY	Y:	مادة (۱۷) حل الشركة:	
The Company shall be dissolved for any of the following reasons:		تحل الشركة لأي من الأسباب التالية:	
1- The expiry of the period specified in this unless this period is renewed;	١ - إنتهاء المدة المُحددة للشركة من هذا العقد ما لم يتفق على تجديدها.		
2- Fulfillment of the objects for which the C established.	Company was	.2	٢- إنتهاء الأغراض التي أسست من اجلها الشركة
3- Amalgamation of the Company with another co	ompany		٣- إندماج الشركة في شركة أخرى.
4- The partners holding 75 % of the capital of the Company deciding to terminate duration of the Company.		: - إتفاق الشركاء الذين يملكون ٧٥% من رأس مال الشركة علي إنهاء دتها.	
5- if the losses of the company reached 50% of the capital, and resolution issued by the majority partners to amend the contract of the company.			
6- if the losses reached 75% of the capital of the partners owned 25% may ask the dissolve of the contraction of the capital of	يطلب الحل الشركاء	 ٦-إذا بلغت الخسارة ٧٥% من رأس المال, جاز أن الحائزون لنسبة ٢٥% من رأس المال. 	
7- The depletion of all or most of the assets of making beneficial investment of the remainder o any, impracticable.		1 (5-7) (3-4-1)	
8- Upon the rendering of a decision from the course the Company.	, حل الشركة.	٨- بناء على صدور قرار من المحكمة ينص على	

ARTICLE-18: Pledge of shares:	مادة (١٨) رهن الأسهم:
The shares may be pledged by surrender the same to the creditor or his representative after following the designated procedures in this regard, and the creditor shall receive the profits and utilized the rights related to the shares unless otherwise agreed contrary of the same.	يجوز رهن الأسهم، ويكون ذلك بتسليمها إلى الدائن أو من ينوب عنه بعد إتباع الإجراءات المقررة في هذا الشأن ويكون للدائن المرتهن قبض الأرباح وإستعمال الحقوق المتصلة بالسهم ما لم يتفق في عقد الرهن على غير ذلك.
ARTICLE- 19-LIQUIDATION OF THE COMPANY:	مادة (١٩) تصفية الشركة:
One or more Liquidator shall be appointed by the partners at a General Assembly and in accordance with the Provisions of the Commercial Law, unless the partners agree otherwise upon the dissolution of the Company. If the liquidation is by decision of the Court the Court shall determine the manner of the liquidation and shall appoint a Liquidator, and the powers of the Managing Director shall cease when the Liquidator is appointed.	تقوم الجمعية العمومية بتعيين مصفِ أو أكثر ويتبع في تصفية الشركة الأحكام الواردة في قانون الشركات التجارية، ما لم يتفق الشركاء علي خلاف ذلك عند حل الشركة، وإذا ما كانت التصفية بناءاً على حكم المحكمة بينت المحكمة طريقة التصفية وعينت المصفي وتنتهي سلطة المدير الإداري بتعيين المصفي.
ARTICLE –20-NOTICES:	مادة (۲۰) التبليغات:
Notices sent by the company to the partners shall be in the form of registered recorded delivery letters to the address of each partner as shown in this Memorandum and recorded in the register of partners.	تكون التبليغات من الشركة إلى الشركاء بواسطة خطابات مسجلة بعلم الوصول على عنوان كل شريك كما هو مبين في هذا العقد والمدون في سجل الشركاء.
ARTICLE -21- COPIES:	مادة (۲۱) النسخ:
This Memorandum has been made and signed by the parties, one copy given to each of the parties, and the other copies for registration as required under the commercial company law.	حرر هذا العقد وتم توقيعه من قبل أطرافه وأعطي كل طرف نسخة منه وتكون النسخ الأخرى لأغراض التسجيل وفقا لما يقتضيه قانون الشركات.
ARTICLE 22-MISCELLANEOUS:	مادة(٢٢) أحكام متفرقة:
22.1-Matters not provided for in this Memorandum shall be subject to the provisions of the commercial companies law and its amendments and the ministerial decisions made in implementation there.	٢٢-١-تكون المسائل غير المنصوص عليها في هذا العقد خاضعة لأحكام قانون الشركات التجارية وتعديلاته والقرارات الوزارية المنفذة له.
22.2-This Memorandum and any amendments thereto shall be written in Arabic language and notarized by the competent authority, otherwise this Memorandum or amendments shall be void. Should there be any amendments made to this document, such amendments must be annexed hereto.	۲-۲-۲-يجب أن يكون هذا العقد وكل تعديلات يطرأ عليه مكتوباً باللغة العربية وموثقا من قبل الجهة الرسمية المختصة وإلا كان العقد أو التعديل باطلاً، كما يجب إرفاق كل التعديلات بهذا العقد.
ARTICLE NO. 23 – DISPUTES: Dubai Courts shall have the Jurisdiction in case of any dispute.	المادة (٢٣) المنازعات:
Dubai Courts shall have the Jurisdiction in case of any dispute arising between the parties.	تختص محاكم دبي بجميع درجاتها بنظر أي نزاع ينشأ عن ذلك العقد.
ARTICLENO. (24)-BANKRUPT OR DEATH OF PARTNER):	المادة (٢٤) إفلاس أو وفاة طرف (شريك):
In The event of the bankruptcy or death of any party, its representative & Creditors shall not be entitled in any event to apply for sealing 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	في حالة إفلاس أو وفاة أي طرف فلا يحق لممثليه ودائنيه طلب إغلاق الشركة أو تقسيم ممتلكاتها، كما لا يحق لهم التدخل في إدارتها، وتستمر الشركة في أعمالها بين بقية الشركاء وممثلي الطرف المفلس أو المتوفى

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 according to the deceased bankrupt party.	ولغاية نهاية مدة الشركة، وستبقى حقوق هؤلاء المندوبين أو الورثة محدودة بالأرباح المستحقة للطرف المتوفى أو الطرف المفلس.
IN WITNESS WHEREOF, the parties have signed his agreement on the date hereinabove mentioned.	وإشهاد على ذلك، وقع الأطراف المتعاقدون على هذا العقد في اليوم والسنة المذكورين أعلاه.
The First Party:	الطرف الاول:
The Second Party:	الطرف الثاني:
The Third Party:	الطرف الثالث: