



SHARJAH RESEARCH, TECHNOLOGY AND INNOVATION PARK FREE ZONE

STANDARD MEMORANDUM

AND

ARTICLES OF ASSOCIATION FZE



Memorandum & Articles of Association

SANYOG GUPTA VOYAGES (FZE)

Limited Liability Free Zone Establishment

This Memorandum is made on 05-09-2024, at Sharjah Research, Technology & Innovation Park Sharjah (SRTI Park), United Arab Emirates For:

Mr. Sanyog Gupta Radhey Kishan Gupta, National of India, Holder of Passport No. Z6375702, Referred to hereinafter as the "Owner".

- 1) Whereas, the Owner decided to open a company as per the valid rules and regulations of SRTI Park for the activity as mentioned in the Project Summary.
- 2) Thus, the party here above has acknowledged his legal capacity and agreed to form an Establishment of limited liability as per the following terms and conditions.
- 3) The preamble herein, all details and representations as per the forgoing shall form an integral part of this Memorandum and Articles of Association.

Thus this Memorandum witnesseth as follows:

ARTICLE (1) Name

The name of the Company is "SANYOG GUPTA VOYAGES (FZE)"

ARTICLE (2) Registered Office

The company's registered office is to be situated in SRTI Park, in the Emirate of Shar-jah, U.A.E. The Company shall be entitled to open and operate branches elsewhere based on the rules thereof and the approval of (the Authority).

ARTICLE (3) Objects and Powers

- a) To carry on all such business as the Sharjah Research, Technology and Innovation Park Free Zone Authority ("The Authority") may permit under the terms of the license to be issued ("The License"). For this purpose the License shall be an integral part of this Memorandum of Association.



- b) To carry on any other trade or business, which can be, in the opinion of the Authorities, advantageous in connection with or as ancillary to any business or activity permitted by the License.
- c) Notwithstanding the generality of the foregoing provisions, the Company shall not carry on business until and unless they are duly approved by the Authority.
- d) The Company may not issue bearer shares. The Company may not issue new shares unless its issued shares have been fully paid.
- e) The objects of the company shall be to carry on all such business within the area of the Free Zone as the Authority may permit under the terms of the special license issued in respect of the Company (as the same may be amended from time to time by the Authority) and elsewhere in accordance with all applicable laws and regulations, and all business and other matters ancillary, conducive or related thereto. Such matter will include power of the company to, open, operate and close bank account(s), borrow, grant security, guarantee any obligation of any person to enter into all type of banking and financial transactions, to issue, make, endorse or draw any negotiable instruments (such as cheques, bills of exchange, promissory notes, or bills of lading) in relation to its business and power for the company to make, alter, or dispose of any investments (whether or not within the U.A.E.) in relation to its business.
- f) To open, operate and close bank account for discharging the objectives of the company.
- g) The objects of the Company specified in each of the foregoing paragraphs of this clause shall be distinct and separate objects of the company and shall be no way limited by reference to any other paragraphs hereof to the order in which the same occur, but shall be construed in as wide a sense as possible as if each of the said paragraphs defined the object of a separate and distinct company.

ARTICLE (4) SHARE CAPITAL

- a) The capital of the company shall be AED. 20000 /- (Dirhams only)
- b) The Authorized Capital of the Company is made up one class of shares fully paid up as here under. The share shall be represented by share certificates of equal denomination.

No of Shares	Name of shareholder	Value Per Share	Total Value
100	Sanyog Gupta Radhey Kishan Gupta	200	20000

- c) Free Zone Establishment shares can only be held by one shareholder or entity. The company shall keep a register in which details such as number, amount and owner information of all shares issued on it shall be entered. No Shares shall be issued in bearer form.



- d) Free Zone Establishment may own all of the shares in any other Free Zone Company/Establishment or shares in any company or other establishment subject to compliance with all applicable laws.
- e) Every Free Zone Establishment shall complete and issue a share certificate to the owner in respect of all shares held by it of such Free Zone Company/Establishment forthwith upon the share capital in respect of such share being duly contributed in accordance with this implementation procedure and regulations.
- f) Any purported transfer of any share or shares in any Free Zone Establishment shall be invalid unless a duly executed instrument of transfer has been delivered to the Free Zone Authority and details are registered in the Free Zone Register. Any share transfer shall be effective as from the date of registration thereof in the Free Zone Register.
- g) The shares of the company can be transferred by passing a Board Resolution and with a written approval of SRTI Park Authority.

ARTICLE (5) DIRECTOR

- a) The subscriber to the Memorandum of Association shall be the director of the Company. Thereafter, the Shareholder can appoint other directors for such term as the Shareholder may determine and may be removed by them.
- b) Every Company shall have at least one director.
- c) Each director shall hold office in accordance to the terms of his/her appointment until a successor takes office or until his/her earlier death, resignation or removal.
- d) The Shareholder may by resolution, fix the emoluments of directors with respect to services rendered or to be rendered in any capacity to the Company. The directors may also be paid such travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of directors, or any committee of the directors, or meetings of the Shareholders, or in connection with the business of the Company.
- e) A director may hold any other position of profit under the Company (except that of auditor) in conjunction with his/her office or other director and may act in such a professional capacity to the Company having all the emoluments entitled to and other benefits having regard to the position held and service rendered by him/her, as the Shareholders shall arrange.
- f) A director may be or become a director or other officer of, or otherwise interested in, any other company promoted by this Company, or in which the Company may be interested as Shareholder or otherwise, and no such director shall be accountable for any remuneration or other benefits received by him/her as a director or officer of, or from his/his interest in such other company.
- g) Subject to the approval of the Shareholder(s), the directors may also exercise the voting powers conferred by the shares in any other company held or owned by the Company in such manner in all



respect as they think fit, including the exercise thereof in favor of any resolutions appointing them, or any of their number, directors or officers of such other Company, or voting or providing for the payment of remuneration to the directors or officers of such other Company.

- h) A director may be counted as one of a quorum upon a motion in respect of any contract or arrangement, which he/she shall make with the Company, or in which he/she is so interested as aforesaid and may vote such motion. However, if the agreement or transaction cannot be approved by a resolution of directors without counting the vote or consent of any interested director the agreement or transaction may only be validated by approval or ratification by a resolution of Shareholders.

ARTICLE (6) INDEMNIFICATION

The Company may indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigate proceedings to any person who:

- a) Is threatened to be made a party to any pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director, an officer or a liquidator of the Company; or
- b) At the request of the Company, serving as a director, officer or liquidator of or, in any other capacity, is or was acting for another company or partnership, joint venture or other enterprise; provided that, the person acted honestly and in good faith with a view for the best interest of the Company, and, in the case of criminal proceedings, had no reasonable cause to believe that his/her conduct was unlawful.

ARTICLE (7) ACCOUNTS

- a) The books of Account shall be kept at the Registered Office of the Company or at such other place or places as the directors may think deem fit.
- b) A Company shall mandatorily prepare its Accounts for every Financial Year and the same shall be prepared within 6 months after the end of the Financial Year.
- c) The Company's profit and loss account and balance sheet shall be drawn up so as to give respectively a true and fair view of the profit or loss of the Company for that financial period, and a true and fair view of the state of the affairs of the Company as at the end of that financial period.

ARTICLE (8) FINANCIAL YEAR

The Financial Year of the Company shall commence on 1st January and shall end on 31st December every year, with the exception to the first Financial Year, which shall commence on the date of issue



of license to the Company in the Companies Register and ends on the 31st December of the next year provided that no Financial Year shall exceed 18 months or be less than sixth months.

ARTICLE (9) NOTICES

A Notice may be served by the Company upon any registered Shareholder(s) either personally or by posting it by airmail service in a prepaid letter addressed to him/her at the address as shown in the share register or by telex, telegram, cable or by any other electronic communication.

All Notices directed to be given to the Shareholder(s) shall with respect to any share to which persons are jointly entitled, be given to whichever of such person is named first in the register of Shareholders and notice so given shall be sufficient notice to all the holders of such share.

Any Notice, if served by post, shall be deemed to have been served within ten days of posting and in proving such service, it shall be sufficient to prove that letter containing the notice was properly addressed to and put into the post office. Notice by telex, telegram, cable or other written electronic communication shall be deemed to have served, within 24hours after dispatch.

Notice may be served on the Company by posting it by prepaid service addressed to the Company as its Registered Office.

ARTICLE (10) AUDIT

- a) The Company shall have one or more Auditors to be appointed by the Shareholders. The Auditor(s) shall hold office from the date of appointment until such date of meeting of Shareholders wherein the Accounts audited by them are discussed in that meeting. The Shareholders shall fix the remuneration of the Auditor(s).
- b) The Auditor(s) shall examine the profit and loss Account and balance sheet to be laid before the Company in a meeting of Shareholders.
- c) The report of the Auditor(s) shall be annexed to the Accounts and shall be read at the meeting of Shareholders, at which the Accounts are laid before the Company.

ARTICLE (11) ARBITRATION

Any dispute arising out of or in connection with this Memorandum of Association, including any question regarding its existence, validity or termination, shall be referred to and resolved by binding Arbitration, whose rules are deemed incorporated by reference into this section. The number of arbitrators shall be one (1). The seat, place of Arbitration, shall be in Sharjah, UAE. The language to be used in the Arbitration shall be English.



ARTICLE (12) DISSOLUTION OF THE COMPANY

The Company can apply for dissolution for any of the following reasons;

- A resolution signed by all shareholder to liquidate the company.
- Upon fulfillment of the object for which the Company was incorporated;
- Upon amalgamation of the Company with another Company;
- Upon depletion of all or most of the assets of the Company making beneficial investment of the remainder of the assets, if any, impracticable;
- Upon the order of the Authority;
- Upon the rendering of a decision from the Court to dissolve the Company.

ARTICLE (13) GOVERNING LAW

This Memorandum & Articles of Association shall be governed by and interpreted according to the laws of United Arab Emirates as applicable to the Emirate of Sharjah and the rules & regulation passed from time to time by the Authority.

ARTICLE (14) MISCELLANEOUS

Matters not provided for in this Memorandum and Articles of Association shall be subject to SRTI Park Company Decree or any additional rules & regulations issued by Authority.

I/We confirm that I/We have reviewed all pages of this Agreement and sign it here below as a whole.

Signatories to Memorandum and Articles:

Signature:

Shareholder's Name: Sanyog Gupta Radhey Kishan Gupta



Document is e-Certified

Issue Date 2024-09-05