

**THE COMPANIES ACT, 2013**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**SBM BANK (INDIA) LIMITED**  
**INTERPRETATION**

1. In these regulations:
  - (i) “**the Act**” means the Companies Act, 2013, and any statutory modification or re-enactment thereof for the time being in force and includes any rules and regulations framed thereunder;
  - (ii) “**the Banking Act**” means the Banking Regulation Act, 1949, and any statutory modification or re-enactment thereof for the time being in force and includes any rules and regulations framed thereunder and any circulars, notifications and guidelines issued by the RBI, as may be applicable;
  - (iii) “**the Company**” means SBM Bank (India) Limited;
  - (iv) “**the RBI**” means the Reserve Bank of India, established under the Reserve Bank of India Act, 1934;
  - (v) “**the Seal**” means the common seal of the Company;
  - (v) “**the WOS Framework**” means the Scheme for setting up wholly-owned subsidiary by foreign banks in India issued by the RBI on November 6, 2013;
  - (vi) “**month**” means calendar month;
  - (vii) words importing the singular number shall include, where the context admits or requires, the plural number and vice versa;
  - (viii) words importing the masculine gender shall include the feminine gender.
2. Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or the Banking Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

**PRELIMINARY**

3. The regulations contained in Table F in Schedule I to the Act shall not apply to the Company except in so far as the same are expressly made applicable in these Articles or by the Act or the Banking Act.
4. (a) The regulations for the management of the Company and for the observance by the members thereof and their representatives shall, subject as aforesaid and also subject to any exercise of the statutory powers of the Company with reference to repeal or alteration of its regulations, by way of passing special resolution, as prescribed or permitted by or under the Act or the Banking Act, be such as are contained in these Articles.

(b) The provisions of the Banking Act and the WOS Framework shall have effect notwithstanding anything to the contrary contained in the Memorandum and Articles of Association of the Company, and further, if stated to that effect in the Banking Act and the WOS Framework, notwithstanding anything to the contrary contained in the Act.

(c) All activities undertaken by the Company shall be within the provisions of the Banking Act, the WOS Framework and other guidelines/ instructions for wholly owned subsidiary of foreign banks issued by RBI from time to time.

(d) For the avoidance of doubt, in the event of any conflict between the Memorandum and Articles of Association of the Company and the provisions of the Banking Act, the Reserve Bank of India Act, 1934 and other relevant laws and the instructions contained in various RBI circulars/ guidelines as applicable (collectively, “the **Enactments**”), the provisions of the Enactments shall prevail.

### SHARE CAPITAL AND VARIATION OF RIGHTS

5. The authorised share capital of the Company shall be such as may be stated in Clause V of the Memorandum of Association of the Company.
6. The Company may increase the authorised share capital, which may consist of unclassified shares, which unclassified shares may be issued as equity and/or preference shares as the Company in general meeting may determine, in accordance with the Act and the Banking Act.

Provided however, that the subscribed capital of the Company shall not be less than one-half of the authorized capital and the paid-up capital, if not the same as the subscribed capital, shall not be less than one-half of the subscribed capital and that, if the capital is so increased, the Company shall comply with the conditions prescribed, within such period not exceeding two years as the RBI may allow.

7. The Company has the power to increase or reduce such capital from time to time and to divide the shares in the capital for the time being into equity share capital or preference share capital and to attach thereto respectively any preferential, cumulative, convertible, qualified or other special rights, voting rights, privileges or conditions or restrictions, and to vary, modify and abrogate the same in such manner as may be determined by or in accordance with these presents, the Act, the Banking Act or any other law for the time being in force.
8. Subject to the provisions of the Act, the Banking Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 53 and 54 of the Act and the provisions of the Banking Act) at a discount and at such time as they may from time to time think fit.
9. The Directors may allot and issue shares in capital of the Company as payment or part payment for any property, goods or machinery supplied, sold or transferred or for services rendered to the Company or expenses incurred in or about the formation or promotion of the Company, conduct of its business, and any shares which may be so allotted may be issued as fully paid up or partly paid up shares and; if so issued shall be deemed to be fully paid up shares or partly paid up shares.
10. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the

registration of transfer or transmission or within such other period as the conditions of issue shall be provided—

- (a) one certificate for all his shares without payment of any charges; or
  - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.
  - (iii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
  - (iv) The certificate of share registered in the name of two or more persons shall be delivered to the persons first named in the register in respect thereof unless such joint holders otherwise direct in writing.
11. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The provisions of Articles (10), (11), (17) to (25) shall mutatis mutandis apply to debentures and other securities of the Company.
12. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
13. (i) The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 of the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40 of the Act.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
14. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
15. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
  16. Subject to the provisions of section 55 of the Act and the provisions of the Banking Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

Provided that no holder of the preference share issued by the Company shall be entitled to exercise the voting rights as specified in section 47(2) of the Act.

#### **DEMATERIALIZATION OF SHARES**

17. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its shares and to offer shares in a dematerialized form pursuant to the Depositories Act, 1996.
18. Notwithstanding anything contained in these Articles, and subject to the provisions of law for the time being in force, the Company shall on a request made by a beneficial owner, re-materialize the shares, which are in dematerialized form.
19. Every person subscribing to the shares offered by the Company shall have the option to receive share certificates or to hold the shares with a depository. Such a person who is the beneficial owner of the shares can at any time opt out of a depository, if permitted by the law, in respect of any shares in the manner provided by the Depositories Act, 1996 and the Company shall in the manner and within the time prescribed, issue to the beneficial owner the required certificate of shares. If a person opts to hold his shares with a depository, the Company shall intimate such depository the details of allotment of the share, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the share.
20. All shares held by a depository shall be dematerialized and shall be in a fungible form.
21.
  - (i) Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting any transfer of ownership of shares on behalf of the beneficial owners.
  - (ii) Save as otherwise provided in 21(i) above, the depository as the registered owner of the shares shall not have any voting rights or any other rights in respect of shares held by it.
  - (iii) Every person holding shares of the Company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be the owner of such shares and shall also be deemed to be the member of the Company. The beneficial owner of the shares shall be entitled to all the liabilities in respect of his shares which are held by a depository.

22. Notwithstanding anything in the Act or these Articles to the contrary, where shares are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or disks or any other mode as prescribed by law from time to time.
23. Nothing contained in these Articles (pertaining to production of instrument of transfer for transfer of securities and related matters) shall apply to a transfer of securities effected by a transferor and transferee both of who are entered as beneficial owners in the records of a depository
24. Notwithstanding anything in the Act or these Articles, where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.
25. Nothing contained in the Act or these Articles regarding the necessity to have distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

#### **LIEN**

26. (i) The Company shall have a first and paramount lien:
  - (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
  - (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:

**Provided** that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

- (ii) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
27. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made:

- (i) unless a sum in respect of which the lien exists is presently payable; or
  - (ii) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
28. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
  - (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
  - (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the

proceedings in reference to the sale.

29. (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
30. (i) No shareholders shall mortgage or create any lien or charge or hypothecation on the shares held by him without the consent of the Directors.
- (ii) The Directors shall not recognise any lien on any of the shares in the Company which has been created without their permission.

### **CALLS ON SHARES**

31. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:
- Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.
- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
- (iii) A call may be revoked or postponed at the discretion of the Board.
32. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.
33. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
34. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent, per annum or at such lower rate, if any, as the Board may determine.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
35. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

36. The Board:
- (i) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
  - (ii) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

#### **TRANSFER OF SHARES**

37. (i) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
38. The Board may, subject to the provisions of the Act and the Banking Act, decline to register:
- (i) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
  - (ii) any transfer of shares on which the Company has a lien; or
  - (iii) the transfer of share(s) is not approved/acknowledged by the RBI, where such approval/acknowledgement is required.
39. The Board may decline to recognise any instrument of transfer unless—
- (i) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56 of the Act;
  - (ii) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
  - (iii) the instrument of transfer is in respect of only one class of shares.
40. On giving not less than seven days' previous notice in accordance with section 91 and rules made there under, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:
- Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
41. No fee will be charged for the registration of any transfer, grant of probate, grant of letter of administration, certificate of death or marriage, power of attorney or other instruments.

#### **TRANSMISSION OF SHARES**

42. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

- (ii) Nothing in clause 44(i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
43. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either:
- (a) to be registered himself as holder of the share; or
  - (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
44. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
45. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

#### **FORFEITURE OF SHARES**

46. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
47. The notice aforesaid shall:
- (i) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
  - (ii) state that, in the event of non-payment on or before the day so named, the shares in



respect of which the call was made shall be liable to be forfeited.

48. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
49. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
50. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
- (ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares,
51. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
- (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (iii) The transferee shall thereupon be registered as the holder of the share.
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
52. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### **ALTERATION OF CAPITAL**

53. Subject to the provisions of the Act and the Banking Act, the Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
54. Subject to the provisions of the Banking Act and section 61 of the Act, the Company may, by ordinary resolution:
- (i) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (ii) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

- (iii) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (iv) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

55. Where shares are converted into stock:

- (i) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

- (ii) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (iii) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

56. The Company may, subject to the provisions of the Act and the Banking Act, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law:

- (i) its share capital;
- (ii) any capital redemption reserve account; or
- (iii) any share premium account.

#### **CAPITALISATION OF PROFITS**

57. (i) The Company in general meeting may, upon the recommendation of the Board, resolve:

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—

- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - (b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
  - (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);
- (iii) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
  - (iv) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
58. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
  - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power:
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fraction; and
  - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
- (iii) Any agreement made under such authority shall be effective and binding on such members.

#### **BUY-BACK OF SHARES**

59. Notwithstanding anything contained in these Articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act and the provisions of the Banking Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

#### **GENERAL MEETINGS**

60. All general meetings other than annual general meeting shall be called extraordinary general meeting.
61. Subject to the provisions of the Act, the Company shall in each year hold a general meeting as

its annual general meeting and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of a company and that of the next.

62. Every annual general meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day that is not a national holiday and shall be held either at the registered office of the Company or at some other place within the city in which the registered office of the company is situated, in accordance with the Act.
63. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) An extraordinary general meeting shall also be called on such requisition or in default may be called as provided in section 100 of the Act.
- (iii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.
64. A general meeting of a company shall be called by giving not less than clear twenty-one days notice either in writing or through electronic mode, unless a general meeting is called after giving a shorter notice if consent is given in writing or by electronic mode by not less than ninety-five per cent of the members entitled to vote at such meeting, in accordance with the Act. Every notice of a general meeting shall specify the place, date, day and the hour of the meeting and shall contain a statement of the business to be transacted at such meeting.
65. Any accidental omission to give notice to, or the non-receipt of such notice by, any member or other person who is entitled to such notice for any meeting shall not invalidate the proceedings of the meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

66. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Subject to the provisions of the act, the quorum for the general meetings shall be five.
- (iii) If the quorum is not present within half-an-hour from the time appointed for holding a meeting of the Company, the meeting, if called by requisitionists under section 100 of the Act, shall stand cancelled; in any other case, it shall stand adjourned to the same day in the next week at the same time and place, or to such other date and such other time and place as the Board may determine.
67. The Chairman, if any, of the Board shall preside as Chairperson at every general meeting of the Company.
68. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
69. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

## **ADJOURNMENT OF MEETING**

70. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **VOTING RIGHTS**

71. At any general meeting, a resolution put to the vote of the meeting shall, unless a poll is demanded under section 109 of the Act or the voting is carried out electronically, be decided on a show of hands.
72. Subject to any rights or restrictions for the time being attached to any class or classes of shares:
  - (i) on a show of hands, every member present in person shall have one vote, and shall be governed by any ceiling or percentage ceiling of the total voting rights as may be stipulated in terms of the Banking Act; and
  - (ii) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company, subject to the restrictions and limitations prescribed under the Banking Act.
73. A body corporate (whether a company within the meaning of the Act or not) may, if it is a member, by resolution of its board of directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company in accordance with the provisions of section 113 of the Act. The production at the meeting of a copy of such resolution duly signed by one director of such body corporate or by a member of its governing body and certified by him as being a true copy of the resolution shall on production at the meeting be accepted by the Company as sufficient evidence of the validity of his appointment.
74. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
75. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

76. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
77. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
78. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

### **PROXY**

79. Any member of the Company entitled to attend and vote at a meeting of the company shall be entitled to appoint another person as a proxy to attend and vote at the meeting on his behalf in accordance with the Act and the proxy need not be a member of the Company.
80. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power-of-attorney, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
81. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105 of the Act.
82. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

### **BOARD OF DIRECTORS**

83. (i) Subject to the provisions of the Act, the Banking Act and the WOS Framework, the number of Directors shall not be less than 3 (Three) and more than 11 (Eleven), and
- (a) not less than two third of the directors shall be non-executive directors and of these one shall be a part time Chairman;
- (b) one whole time director shall be the Managing Director and also act as the Chief Executive Officer and such director shall be a resident in India;
- (c) not less than fifty per cent of the directors shall be Indian nationals/ NRI's/ PIO's subject to the condition that one third of the directors are Indian nationals resident in India;
- (d) not less than one-third of the directors shall be independent of the management of the subsidiary in India, its parent and any subsidiary or other

associate of the foreign bank parent, subject to a minimum requirement of two independent directors; and

- (e) one director will be a woman director.
- (ii) The first Directors of the Company are as under:
  - (a) **Mr. Moses Harding John**
  - (b) **Mrs. Sudha Ravi**
  - (c) **Mr. Sanjay Bhattacharyya**
- 84. The appointment, re-appointment, removal, qualification, disqualification, retirement, termination of appointment of the Directors shall be in accordance with the Act and the Banking Act. The appointment/ re-appointment of the part-time Chairman (non-executive director) shall be with the previous approval of the RBI.
- 85. The director shall confirm to the fit and proper criteria as laid down by the RBI, as amended from time to time, and not less than 51% of the Board of Directors shall be persons with professional and other experience as specified in section 10A of the Banking Act.
- 86. A Director shall not be required to hold any share in the capital of the Company to qualify him as a Director.
- 87. (i) The remuneration of the Directors shall be determined in terms of the Act and the Banking Act, and in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.  
  
(ii) In addition to the remuneration payable to the Directors in pursuance of the Act and the Banking Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them:
  - (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
  - (b) in connection with the business of the Company.
- 88. The Board may pay all expenses incurred in getting up and registering the Company.
- 89. The Company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
- 90. All cheques, promissory notes, drafts, hands, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
- 91. The Directors may at any time appoint any person as Director to fill any casual vacancy or as add to their number subject to the maximum number hereinabove provided in Article 80(i) and the Additional Director so appointed shall retain his office until the next annual general meeting and shall then be eligible for reappointment by the Company in that meeting.

92. The office of Directors shall be vacated in accordance with the provisions contained in the Act or the Banking Act and also if he is removed from his office in accordance with the provisions of the Act or the Banking Act.
93. The meeting of the Board of Directors will be held at least 4 (four) times in a year and once in each quarter and may be held in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board.
94. If at any time the Company obtains any loans or any assistance in connection therewith by way of guarantee or otherwise from any person, firm, body corporate, local authority, or public body (hereinafter called “**the Institution**”) debentures or debenture-stock and enters into any contract or arrangement with the Institution whereby the Institution subscribes for or underwrites the issue of the Company’s shares or debentures or debenture-stock or provides any assistance to the Company in any manner whatsoever and it is a term of the relative loan, assistance, or contract or arrangement that the Institution shall have the right to appoint one or more Director or Directors to the Board of the Company, then subject to section 152 and other provisions of the Act, Banking Act and subject to the terms and conditions of such loan, assistance, contract or arrangement the institution shall be entitled to appoint one or more Director or Directors, as the case may be, to the Board of the Company, and to remove from office any Director so appointed and to appoint another in his place or in the place a Director so appointed who resigns or otherwise vacates his office. Any such appointment or removal shall be made in writing and shall be served at the office of the Company. The Director or Directors so appointed shall neither be required to hold any qualification share nor be liable to retire by rotation and shall continue in office for so long as the relative loan, assistance, contract or arrangement, as the case may be, subsists or so long as the Institution holds any shares of the Company in terms thereof.
95. The Directors shall receive out of the funds of the Company a sum as the Board may from time to time determine for every meeting attended by him. The Directors shall also be entitled to be paid traveling, hotel and other reasonable expense incurred in connection with their attendance at Board meetings or any committee thereof or otherwise in the execution of their duties as Directors.
96. If any Directors shall be called upon to perform extra services either as technical advisory or otherwise, or to make special exertion for any of the purpose of the Company or giving special attention to the business of the Company or as a member of a committee of the Directors, then subject to the provisions of sections 188 and 197 of the Act, the Directors may pay remuneration which may be either in addition to or in substitution of any other remuneration to which he may be entitled.

#### **PROCEEDINGS OF THE BOARD**

97. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- (iii) Quorum for the Board meeting shall be two directors or one third of the total strength of the Board, whichever is higher.
98. A meeting of the Board shall be called by giving not less than seven days’ notice in writing to every director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means, unless a meeting of the Board is called at shorter notice to transact urgent business subject to the condition that at least one independent



director shall be present at the meeting. In case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director.

99. In accordance with the Act, the participation of directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means, which are capable of recording and recognising the participation of the directors and of recording and storing the proceedings of such meetings along with date and time.
100. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote.
101. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.
102. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) If no such chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their numbers to be Chairperson of the meeting.
103. (i) The Board may, subject to the provisions of the Act and Banking Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
104. (i) A committee may elect a Chairperson of its meetings.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
105. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
106. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
107. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice

of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

108. The Company will maintain separate attendance registers for board meetings and committee meetings and such registers shall be maintained at the registered office of the Company or any other place approved by the Board. The register will be kept in the custody of the Company Secretary of the Company, and if there is no Company Secretary, then in the custody of the director authorized by the Board.

### **BORROWING POWERS**

109. Subject to the provisions of the Act and the Banking Act, the Directors may either themselves pay or may from time to time at their discretion accept deposits from member, either in advance of calls or otherwise and generally raise or borrow or secure payment of any sums of money for purposes of the Company. The payment or re-payment of such moneys may be secured in such manner and upon such terms and conditions in all respects as the Directors may think fit and in particular by the issue of redeemable debentures or debenture stock of the Company or any mortgage or charge or other security charged upon all or any part of the property of the Company, (both present and future) including its uncalled capital for the time being and other securities may be made assignable free from equities between the Company and the person to whom the same may be issued.

Provided that the Company shall not create:

- (a) a charge upon any unpaid capital of the Company;
- (b) a floating charge on the undertaking or any property of the Company or any part thereof unless the creation of such floating charge is as provided in the Banking Act.

### **COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER**

110. Subject to the provisions of the Act, Banking Act and WOS Framework:
- (i) company secretary and/or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
  - (ii) a director may be appointed as company secretary or chief financial officer.
111. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, company secretary or chief financial officer.

### **THE SEAL**

112. (i) The Board shall provide for the safe custody of the Seal.
- (ii) The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorized by it on that behalf and except in the presence of at least two Directors and the Secretary or such other person as the Board may appoint for the purpose and the said Director and the Secretary or such other person as aforesaid shall sign every instrument to which

the Seal of the Company is so affixed in their presence.

### **SERVICE OF DOCUMENTS**

113. A document may be served on the Company or an officer thereof by sending it to the Company or the officer at the registered office of the Company by registered post or by speed post or by courier service or by leaving it at its registered office or by means of such electronic or other mode in accordance with the Act.

**Provided** that where securities are held with a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic or other mode.

114. Subject to the provisions of the Act for filing of documents with the Registrar of Companies in electronic mode, a document may be served on Registrar of Companies or any member by sending it to him by post or by registered post or by speed post or by courier or by delivering at his office or address, or by such electronic or other mode in accordance with the Act.

**Provided** that a member may request for delivery of any document through a particular mode, for which he shall pay such fees as may be determined by the Company in its annual general meeting.

### **AUDIT**

115. In every year, the accounts of the Company shall be examined and audited at least once by auditor(s) who shall be duly appointed in terms of the Act and the Banking Act.
116. If the auditor has been appointed by the Company in a general meeting, his remuneration shall be fixed by the Company in general meeting and where the auditor has been appointed by the Board of Directors of the Company, his remuneration may be fixed by the Directors.
117. The Company shall constitute an Audit Committee in accordance with section 177 and other provisions of the Act.
118. The appointment and removal of auditors will be in accordance with the provisions of the Act and with the previous approval of the RBI in terms of the Banking Act.

### **DIVIDENDS AND RESERVE**

119. Subject to the provisions of the Act, the Banking Act, the WOS Framework and the conditions specified by RBI in relation to declaration of dividends, the Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board. Further, no dividend shall be declared unless carried over previous losses and depreciation not provided in previous year or years are set off against profit of the company for the current year.
120. Subject to the provisions of section 123 of the Act, the provisions of the Banking Act, the WOS Framework and the conditions specified by RBI in relation to declaration of interim dividends, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company:
121. (i) The Company, before declaring any dividend on its shares for each year, shall transfer to Reserve Fund, created in terms of the Banking Act, out of the net profits, an amount specified in or required by or under any directions issued under the Banking Act and shall also completely write off all its capitalized expenses (including

preliminary expenses, share selling commission, brokerage, amount of losses incurred and any other item of expenditure not represented by tangible assets).

- (ii) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.
  - (iii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
122. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
  - (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
  - (iv) All shares in respect of which dividend has not been paid or claimed for seven consecutive years or more shall be transferred by the company in the name of Investor Education and Protection Fund along with a statement containing such details as may be prescribed. However, that in case any dividend is paid or claimed for any year during the said period of seven consecutive years, the share shall not be transferred to Investor Education and Protection Fund.
123. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
124. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who, is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
125. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
126. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

127. No dividend shall bear interest against the Company.

#### **ACCOUNTS**

128. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

#### **SECRECY**

129. Every director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall observe strict secrecy in respect of all transaction of the Company with the customers and the state of accounts with individuals and in matters relating thereto and shall not reveal in the discharge of his duties except when required to do so by the Directors as such or by any meeting or by Court of law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

#### **WINDING UP**

130. For winding up of the Company, the provisions contained in Banking Act will apply and the provisions of the Act will also apply to the extent to which they are not varied or inconsistent with the Banking Act.
131. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding up and the shares held by them, respectively. And if in a winding up, the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital, at the commencement of the winding up, paid up or which ought to have been paid up on the shares held by them, respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.
132. (i) If the Company shall be wound up whether voluntarily or otherwise, the liquidators may, with the sanction of a special resolution and any other sanction required by the Act, divide amongst the contributories in specie or kind, the whole or any part of the assets of the Company and may, with like sanction, vest the whole or any part of the assets of the Company, in trustee upon such trusts for the benefit of the contributories or any of them, as the liquidators with the like sanction shall think fit.
- (ii) If thought expedient any such distribution may subject to the provisions of the Act, the Memorandum and these presents, be otherwise than in accordance with the legal rights of the contributories and in particular any class may be given preference or special rights or may be excluded altogether or in part but in case any distribution otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution

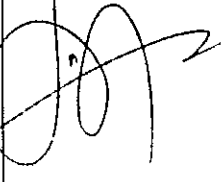
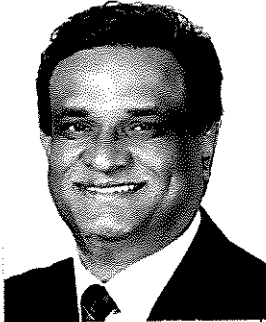
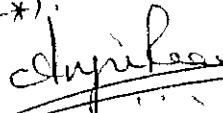

passed pursuant to section 319 of the Act.

- (iii) In case any share to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said share may within 10 days after the passing of the special resolution by notice in writing direct the liquidators to sell his portion and pay him the net proceeds and the liquidators shall, if practical, act accordingly.
133. A special resolution sanctioning a sale to any other company duly passed pursuant to section 319 of the Act may, in like manner as aforesaid determine that any shares or other consideration receivable by the liquidators be distributed amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding upon all the members subject to the rights of dissent and consequential rights conferred by the said section.

#### **INDEMNITY**

134. Every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the tribunal.

We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Articles of Association:

Names, addresses, description and occupation of each subscriber	Signature of Subscriber	Signature of witness and his names, addresses, description and occupation
<p>1) SBM (Bank) Holdings Ltd: (Registration Number:- C119038) having its office at C/o SBM Tower, 1 Queen Elizabeth II Avenue, Place D'Armes, Port Louis, Mauritius through its authorized representative:</p> <p>Name:- Raj Dussoye            Father's Name:- Narainduth Dussoye            Address:- 25, Calodyne Bungalows, St François, Cap Malheureux, Mauritius            Pin / Zip Code:- 31703            Gender:- Male            Date of Birth:- 25 September 1961            Nationality:- Citizen of Mauritius  <del>Permanent Account Number (PAN)</del> / Passport Number:- 1294805 (Mauritius)            Aadhaar Number:- N.A.            Place of Birth (District &amp; State):- Palmar, Flacq, Mauritius            Occupation:- Chief Executive Officer            Educational Qualification:- A.C.I.B (UK) – (Associate – Chartered Institute of Bankers), MBA – (Master of Business Administration            Email Id :- <a href="mailto:raj.dussoye@sbmgroup.mu">raj.dussoye@sbmgroup.mu</a>            Ph. No. :- 230 202 1545</p>	  	<p>Witness to Signatory No. 1674 (**)              Name: Vedita Devi Perun            Father's Name: —            Address: Port Louis Mauritius.            Occupation: Notary Public</p> <p>I witness to subscriber, who has subscribed and signed in my presence on 22/02/2017- at Port Louis / Mauritius.</p> <p>Further I have verified their Identity Details for their identification and satisfied myself of their identification particulars as filled in.</p> 


Place: Port Louis, Mauritius

Date: 22 February 2017

**RAJ JHUBOO** IN THE SUPREME COURT OF MAURITIUS

I Secretary to Judge do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), has been compared by me with the specimen signature of Mrs Vedita Devi PEERUN, Notary Public, and has been found to be identical.

This 3<sup>rd</sup> day of March 2017



.....  
Secretary to Judge

IN THE SUPREME COURT OF MAURITIUS

I, the undersigned, do hereby certify that the <sup>two</sup> foregoing signature<sup>s</sup>, marked with a double asterisk (\*\*), <sup>are</sup> is the true and genuine signature<sup>s</sup> of Mrs Vedita<sup>n</sup> Devi PEERUN, Notary Public of Port-Louis, Republic of Mauritius.

Given under my hand and seal of the Court, this 6<sup>th</sup> day of March 2017




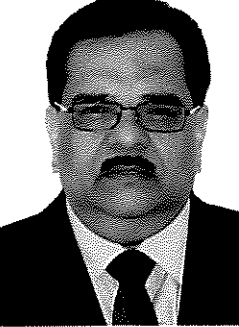
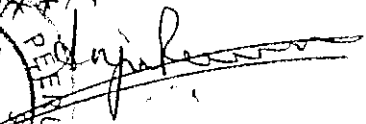
.....  
JUDGE

**Hon. R. Teelock, Judge**

<b>APOSTILLE</b>		
(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)		
1 Pays : République de Maurice Country : Republic of Mauritius		
Le Présent acte publique This Public document		
2 a été signé par ) has been signed by )	R. Teelock	
3 agissant en qualité de ) acting in the capacity of )	Judge	
4 est revêtu de sceau / timbre de ) bears the seal / stamp of the )	La Cour Suprême Supreme Court	
<b>ATTESTÉ CERTIFIED</b>		
5 à ) at )	Port Louis	
	6 le ) the )	09/03/17
	by )	R. Rajahballee Gade
	8 sous No ) No )	4097/2017
	9 Sceau / timbre ) seal / stamp )	
	10 Signature )	
* PRIME MINISTER'S OFFICE REPUBLIC OF MAURITIUS		
SECRÉTAIRE PERMANENT DU BUREAU DU PREMIER MINISTRE PERMANENT SECRETARY OF THE PRIME MINISTER'S OFFICE		



We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Articles of Association:

Names, addresses, description and occupation of each subscriber	Signature of Subscriber	Signature of witness and his names, addresses, description and occupation
<p>2) SBM Overseas One Ltd: (Registration Number:- 139052) having its office at C/o SBM Tower, 1 Queen Elizabeth II Avenue, Place D'Armes, Port Louis, Mauritius through its authorized representative:</p> <p>Name:- Jairaj Sonoo            Father's Name:- Arjoon Gopal            Address:- Avenue Les Tecomas, More Reunion, Vacoas, Mauritius            Pin / Zip Code:- 73240            Gender:- Male            Date of Birth:- 16 November 1958            Nationality:- Citizen of Mauritius  <del>Permanent Account Number (PAN) /</del> Passport Number:- 1470760            Aadhaar Number:- N.A.            Place of Birth (District &amp; State):-Port Louis            Occupation:- Chief Executive, Overseas Expansion            Educational Qualification:- MBA – Master of Business Administration            Email Id :- <a href="mailto:jairaj.sonoo@sbmgroup.mu">jairaj.sonoo@sbmgroup.mu</a>            Ph. No. :- 230 202 4816</p>	  	<p>Witness to Signatory No. 2</p>  <p>Name: Vedita Devi Prasad</p> <p>Father's Name: _____</p> <p>Address: Port Louis Mauritius</p> <p>Occupation: Notary Public</p> <p>I witness to subscriber, who has subscribed and signed in my presence on 22/02/2017 at Port Louis, Mauritius</p> <p>Further I have verified their Identity Details for their identification and satisfied myself of their identification particulars as filled in.</p>

Place: Port Louis, Mauritius

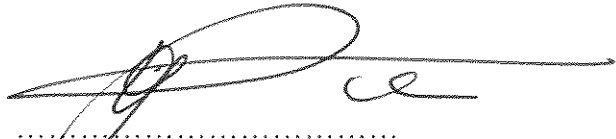
Date: 22 February 2017

IN THE SUPREME COURT OF MAURITIUS

**RAJ JHUBOO**

I Secretary to Judge do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), has been compared by me with the specimen signature of Mrs Vedita Devi PEERUN, Notary Public, and has been found to be identical.

This 3<sup>rd</sup> day of March 2017

  
.....  
Secretary to Judge

IN THE SUPREME COURT OF MAURITIUS

I, the undersigned, do hereby certify that the foregoing signature, marked with a double asterisk(\*\*), is the true and genuine signature of Mrs Vedita Devi PEERUN, Notary Public of Port-Louis, Republic of Mauritius.

Given under my hand and seal of the Court, this 6<sup>th</sup> day of March 2017

  
.....  
JUDGE

Hon. R. Teelock, Judge

**APOSTILLE**  
(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1 Pays : République de Maurice  
Country : Republic of Mauritius  
Le Présent acte publique  
This Public document

2 a été signé par )  
has been signed by ) R. Teelock

3 agissant en qualité de )  
acting in the capacity of ) Judge

4 est revêtu de sceau / timbre de ) La Cour Suprême  
bears the seal / stamp of the ) Supreme Court


**ATTESTÉ  
CERTIFIED**

5 à ) Port Louis 6 le )  
at) the 07/03/17

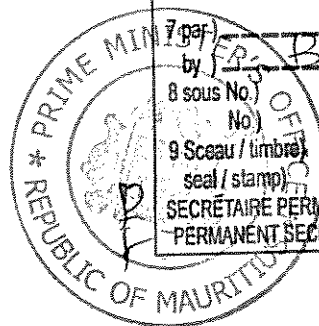
7 par )  
by ) B. Rajahballe Gade

8 sous No. )  
No.) 4099/2017

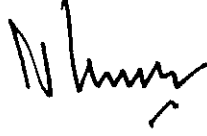
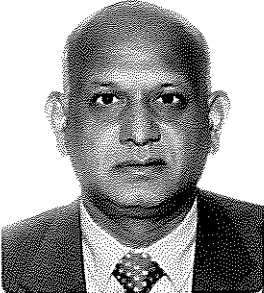
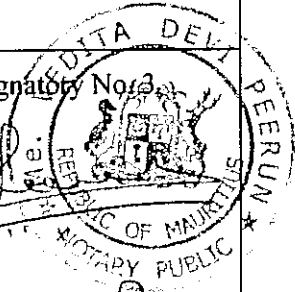
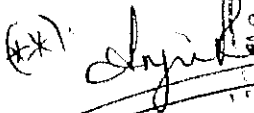
9 Sceau / timbre )  
seal / stamp)

10 Signature 

SECRETAIRE PERMANENT DU BUREAU DU PREMIER MINISTRE  
PERMANENT SECRETARY OF THE PRIME MINISTER'S OFFICE



We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Articles of Association:

Names, addresses, description and occupation of each subscriber	Signature of Subscriber	Signature of witness and his names, addresses, description and occupation
<p>3) SBM Overseas Two Ltd: (Registration Number:- 139054) having its office at C/o SBM Tower, 1 Queen Elizabeth II Avenue, Place D'Armes, Port Louis, Mauritius through its authorized representative:</p> <p>Name:- Chandradev Appadoo            Father's Name:- Late Ramoortee Appadoo            Address:- 10, Morc L'Abri, Pamplemousses, Mauritius            Pin / Zip Code:- 21014            Gender:- Male            Date of Birth:- 16 October 1960            Nationality:- Citizen of Mauritius            Permanent Account Number (PAN) / Passport Number:- 1116672            Aadhaar Number:- N.A.            Place of Birth (District &amp; State):- Le Ravin, Riviere du Rempart, Mauritius            Occupation:- Bank Executive            Educational Qualification:- FCCA (Fellow – Chartered Certified Accountant), ACIB (Associate – Chartered Institute of Bankers)            Email Id :- <a href="mailto:chandradev.appadoo@sbgmgroup.mu">chandradev.appadoo@sbgmgroup.mu</a>            Ph. No. :- 230 202 1560</p>	  	<p>Witness to Signatory No. 3</p>  <p>(*) </p> <p>Name: Vedita Devi Peern            Father's Name: —            Address: Port Louis            Mauritius            Occupation: Notary Public</p> <p>I witness to subscriber, who has subscribed and signed in my presence on 22/2/17. at Mauritius.</p> <p>Further I have verified their Identity Details for their identification and satisfied myself of their identification particulars as filled in.</p>

Place: Port Louis, Mauritius


Date: 22 February 2017

IN THE SUPREME COURT OF MAURITIUS

**RAJ JHUBOO**

I Secretary to Judge do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), has been compared by me with the specimen signature of Mrs Vedita Devi PEERUN, Notary Public, and has been found to be identical.


This 3<sup>rd</sup> day of March 2017

  
.....  
Secretary to Judge

IN THE SUPREME COURT OF MAURITIUS

I, the undersigned, do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), is the true and genuine signature of Mrs Vedita Devi PEERUN, Notary Public of Port-Louis, Republic of Mauritius.

Given under my hand and seal of the Court, this 6<sup>th</sup> day of March 2017

  
.....  
JUDGE

Hon. R. Teelock, Judge

**APOSTILLE**  
(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1 Pays : République de Maurice  
Country : Republic of Mauritius  
Le Présent acte public  
This Public document

2 a été signé par ) \_\_\_\_\_  
has been signed by ) R. Teelock

3 agissant en qualité de ) \_\_\_\_\_  
acting in the capacity of ) Judge

4 est revêtu de sceau / timbre de ) La Cour Suprême  
bears the seal / stamp of the ) Supreme Court

**ATTESTÉ**  
**CERTIFIED**

5 à ) Port Louis 6 le ) \_\_\_\_\_  
at ) the ) 07/03/17

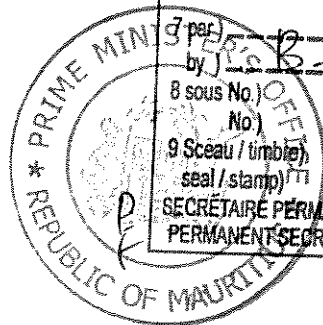
7 par ) \_\_\_\_\_  
by ) B. Rajahballee Cader

8 sous No. ) \_\_\_\_\_  
No. ) 4095/2017

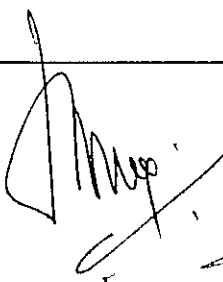
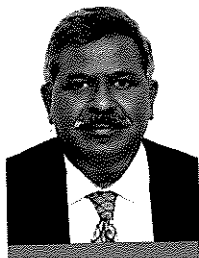
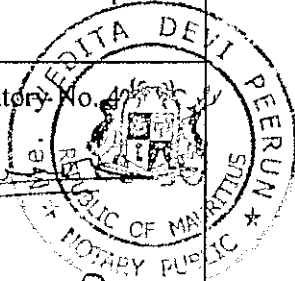
9 Sceau / timbre ) \_\_\_\_\_  
seal / stamp ) \_\_\_\_\_

10 Signature ) \_\_\_\_\_  
Signature ) [Signature]

SECRÉTAIRE PERMANENT DU BUREAU DU PREMIER MINISTRE  
PERMANENT SECRETARY OF THE PRIME MINISTER'S OFFICE



We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Articles of Association:

Names, addresses, description and occupation of each subscriber	Signature of Subscriber	Signature of witness and his names, addresses, description and occupation
<p>4) SBM Overseas Three Ltd: (Registration Number:- 139059) having its office at C/o SBM Tower, 1 Queen Elizabeth II Avenue, Place D'Armes, Port Louis, Mauritius through its authorized representative:</p> <p>Name:- Moses Harding John            Father's Name:- Jesudasan John            Address:- 6 Avenue D'Epiny, Residence D'Epiny, Quatre Bornes, Mauritius            Pin / Zip Code:- 72249            Gender:- Male            Date of Birth:- 03/10/1959            Nationality:- Indian            Permanent Account Number (PAN) / Passport Number:- PAN - AABPH3324D            Aadhaar Number :- 6464 8857 3603            Place of Birth (District &amp; State):- Madurai – Tamilnadu            Occupation:- Professional            Educational Qualification:- B.Sc. (Bachelor of Science), M.A., CAIIB            Email Id :- <a href="mailto:harding.moses@gmail.com">harding.moses@gmail.com</a>            Ph. No. :- +91 - 9674734145</p>	<p style="text-align: center;">   <hr/>  </p>	<p style="text-align: center;">         (**) Witness to Signatory No. <i>4072</i>  <i>Vedita Devi Perum</i>  <hr/>       Name: Vedita Devi Perum        Father's Name: —        Address: Port Louis - Mauritius        Occupation: Notary Public        I witness to subscriber, who has subscribed and signed in my presence on 22/02/2017 at Port Louis - Mauritius -        Further I have verified their Identity Details for their identification and satisfied myself of their identification particulars as filled in.     </p>


Place: Port Louis, Mauritius

Date: 22 February 2017

IN THE SUPREME COURT OF MAURITIUS

I **RAJ JHUBOO** Secretary to Judge do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), has been compared by me with the specimen signature of **Mrs Vedita Devi PEERUN**, Notary Public, and has been found to be identical.

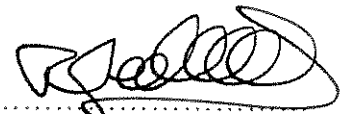
This 3<sup>rd</sup> day of March 2017

  
.....  
Secretary to Judge

IN THE SUPREME COURT OF MAURITIUS

I, the undersigned, do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), two s are is the true and genuine signature of **Mrs Vedita Devi PEERUN**, Notary Public of Port-Louis, Republic of Mauritius.

Given under my hand and seal of the Court, this 6<sup>th</sup> day of March 2017

  
.....  
JUDGE

Hon. R. Teelock, Judge

**APOSTILLE**  
(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)


1 Pays : République de Maurice  
Country Republic of Mauritius  
Le Présent acte publique  
This Public document

2 a été signé par ) R. Teelock  
has been signed by )  
3 agissant en qualité de ) Judge  
acting in the capacity of )  
4 est revêtu de sceau / (timbre) ) La Cour Suprême  
bears the seal / stamp of ) Supreme Court

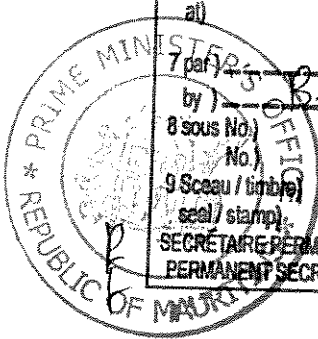
**ATTESTÉ CERTIFIED**

5 à ) Port Louis 6 le ) 07/03/17  
at ) the )

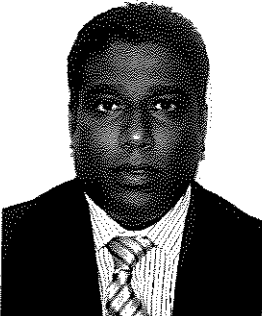
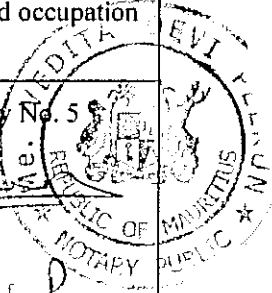
7 par ) B. Rajahballee Cader  
by )  
8 sous No. ) 4098/2017  
No.)  
9 Sceau / (timbre) )  
seal / stamp )

10 Signature 

SECRÉTAIRE PERMANENT DU BUREAU DU PREMIER MINISTRE  
PERMANENT SECRETARY OF THE PRIME MINISTER'S OFFICE



We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Articles of Association:

Names, addresses, description and occupation of each subscriber	Signature of Subscriber	Signature of witness and his names, addresses, description and occupation
<p>5) SBM Overseas Four Ltd: (Registration Number:- 139058) having its office at C/o SBM Tower, 1 Queen Elizabeth II Avenue, Place D'Armes, Port Louis, Mauritius through its authorized representative:</p> <p>Name:- Sivakrisna Goinden            Father's Name:- Sanmoorgon Goinden            Address:- Seeneevassen Street, Boulet Rouge, Central Flacq, Mauritius            Pin / Zip Code:- 40603            Gender:- Male            Date of Birth:- 22 September 1978            Nationality:- Mauritian            Permanent Account Number (PAN) / Passport Number:- 1503609            Aadhaar Number:- N.A.            Place of Birth (District &amp; State):- Flacq, Mauritius            Occupation:- Financial Controller            Educational Qualification:- ACCA - (Associate - Chartered Certified Accountant), FCCA - (Fellow - Chartered Certified Accountant)            Email Id :- Kovi.Goinden@sbmgroup.mu            Ph. No. :- +(230) 202 1081</p>	<p><i>Sivakrisna Goinden</i></p> 	<p>(**) Witness to Signatory No. 5</p> <p><i>Vedita Devi Peern</i></p> <p>Name: Vedita Devi Peern            Father's Name: -            Address: Port Louis - Mauritius            Occupation: Notary Public</p> <p>I witness to subscriber, who has subscribed and signed in my presence on 22/02/2017 at Port Louis - Mauritius.</p> <p>Further I have verified their Identity Details for their identification and satisfied myself of their identification particulars as filled in.</p> 

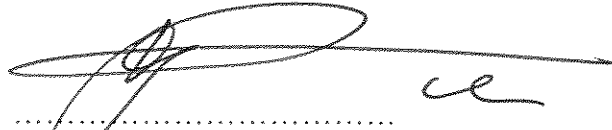
Place: Port Louis, Mauritius

Date: 22 February 2017

IN THE SUPREME COURT OF MAURITIUS

I **RAJ JHUBOO** Secretary to Judge do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), has been compared by me with the specimen signature of Mrs Vedita Devi PEERUN, Notary Public, and has been found to be identical.

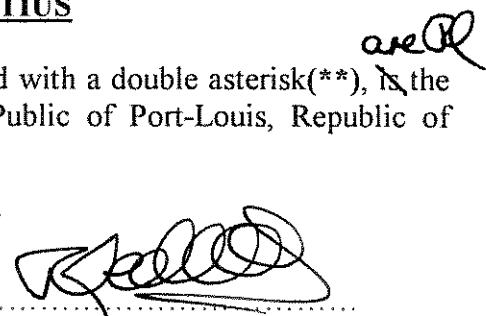
This <sup>3<sup>rd</sup></sup> day of March 2017

  
.....  
Secretary to Judge


IN THE SUPREME COURT OF MAURITIUS

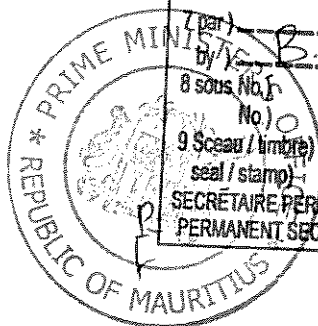
I, the undersigned, do hereby certify that the foregoing signature, <sup>two</sup> marked with a double asterisk (\*\*), <sup>are</sup> the true and genuine signatures of Mrs Vedita Devi PEERUN, Notary Public of Port-Louis, Republic of Mauritius.

Given under my hand and seal of the Court, this <sup>6<sup>th</sup></sup> day of March 2017

  
.....  
JUDGE


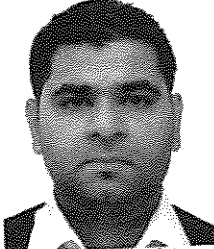
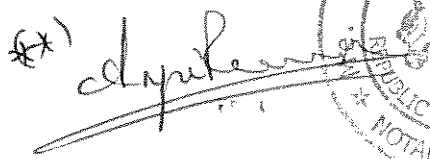
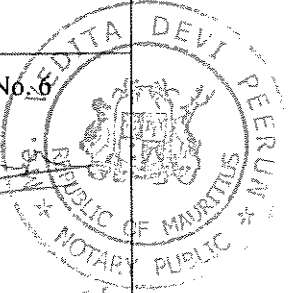
Mon. R. Teelock, Judge

**APOSTILLE**  
(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)  
1 Pays : République de Maurice  
Country : Republic of Mauritius  
Le Présent acte publicque  
This Public document  
2 a été signé par )  
has been signed by ) R. Teelock  
3 agissant en qualité de )  
acting in the capacity of )  
4 est revêtu de sceau / timbre de ) La Cour Suprême  
bears the seal / stamp of the ) Supreme Court  
**ATTESTÉ**  
**CERTIFIED**  
5 à ) Port Louis 6 le )  
at ) the ) 07/03/17  
7 par )  
by ) B. Rajahballee Gade  
8 sous No. )  
No. ) 4100/2017  
9 Sceau / timbre )  
seal / stamp )  
10 Signature   
SECRÉTAIRE PERMANENT DU BUREAU DU PREMIER MINISTRE  
PERMANENT SECRETARY OF THE PRIME MINISTER'S OFFICE





We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Articles of Association:

Names, addresses, description and occupation of each subscriber	Signature of Subscriber	Signature of witness and his names, addresses, description and occupation
<p>6) SBM Overseas Five Ltd: (Registration Number:- 139057) having its office at C/o SBM Tower, 1 Queen Elizabeth II Avenue, Place D'Armes, Port Louis, Mauritius through its authorized representative:</p> <p>Name:- Kabirsingh Baboolall            Father's Name:- Takeswarsing Baboolall            Address:- 13 Glaieul Street, Morcellement Montreal, Coromandel, Mauritius            Pin / Zip Code:- 71617            Gender:- Male            Date of Birth:- 20 September 1981            Nationality:- Mauritian            Permanent Account Number (PAN) / Passport Number:- 1305616            Aadhaar Number:- N.A.            Place of Birth (District &amp; State):- Port Louis, Mauritius            Occupation:- Accountant            Educational Qualification:- Chartered Accountant            Email Id :- kavi.baboolall@sbgroupp.mu            Ph. No. :- +(230) 202 1221</p>	<p></p> <p></p>	<p>Witness to Signatory No. 6</p> <p></p> <p>Name: Vedita Devi Perum            Father's Name: -            Address: Port Louis - Mauritius            Occupation: Notary Public.</p> <p>I witness to subscriber, who has subscribed and signed in my presence on 22/02/2017 at Port Louis - Mauritius.</p> <p>Further I have verified their Identity Details for their identification and satisfied myself of their identification particulars as filled in.</p> <p></p>


Place: Port Louis, Mauritius

Date: 22 February 2017

IN THE SUPREME COURT OF MAURITIUS

I **RAJ JHUBOO** Secretary to Judge do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), has been compared by me with the specimen signature of Mrs Vedita Devi PEERUN, Notary Public, and has been found to be identical.





This 3<sup>rd</sup> day of March 2017

  
.....  
Secretary to Judge

IN THE SUPREME COURT OF MAURITIUS

I, the undersigned, do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), is the true and genuine signature of Mrs Vedita Devi PEERUN, Notary Public of Port-Louis, Republic of Mauritius.

Given under my hand and seal of the Court, this 6<sup>th</sup> day of March 2017

two   are   


  
.....  
JUDGE

Hon. R. Teelock, Judge

**APOSTILLE**  
(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1 Pays : République de Maurice  
Country : Republic of Mauritius  
Le Présent acte public  
This Public document

2 a été signé par ) \_\_\_\_\_  
has been signed by ) R. Teelock  
3 agissant en qualité de ) \_\_\_\_\_ Juge  
acting in the capacity of ) \_\_\_\_\_ Judge


4 est revêtu de sceau / timbre de ) La Cour Suprême  
bears the seal / stamp of the ) Supreme Court

**ATTESTÉ  
CERTIFIED**

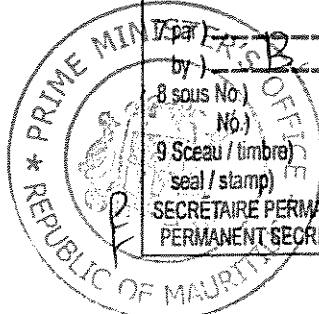
5 à ) Port Louis 6 le ) \_\_\_\_\_  
at ) \_\_\_\_\_ the ) 07/03/17

7 par ) \_\_\_\_\_  
by ) Rajchatee Cade  
8 sous No. ) \_\_\_\_\_  
No. ) 4096/2017


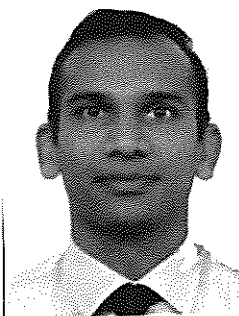

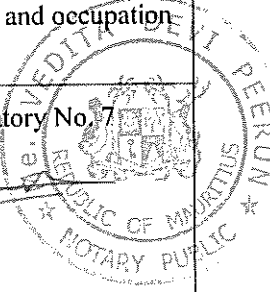
9 Sceau / timbre ) \_\_\_\_\_  
seal / stamp ) \_\_\_\_\_

10 Signature 

SECRÉTAIRE PERMANENT DU BUREAU DU PREMIER MINISTRE  
PERMANENT SECRETARY OF THE PRIME MINISTER'S OFFICE



We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Articles of Association:

Names, addresses, description and occupation of each subscriber	Signature of Subscriber	Signature of witness and his names, addresses, description and occupation
<p>7) SBM Overseas Six Ltd: (Registration Number:- 139056) having its office at C/o SBM Tower, 1 Queen Elizabeth II Avenue, Place D'Armes, Port Louis, Mauritius through its authorized representative:</p> <p>Name:- Shailendrasingh Sreekeessoon            Father's Name:- Hurryduth Sreekeessoon            Address:- B10 Floor 6 Dreamton Park, Tulipes Avenue, Quatre Bornes, Mauritius            Pin / Zip Code:- 72219            Gender:- Male            Date of Birth:- 13 July 1976            Nationality:- Citizen of Mauritius  <del>Permanent Account Number (PAN) /</del> Passport Number:- 1480427            Aadhaar Number:- N.A.            Place of Birth (District &amp; State):- New Grove, Grand Port, Mauritius            Occupation:- Senior Manager            Educational Qualification:- BSc – (Bachelor of Science) Economics, MSc – (Master of Science) Finance &amp; Economics, FCCA – (Fellow, Chartered Certified Accountant)            Email Id :- <a href="mailto:shailen.sreekeessoon@sbmgroup.mu">shailen.sreekeessoon@sbmgroup.mu</a>            Ph. No. :- 230 202 1542</p>	  	<p>(*) Witness to Signatory No. 7</p>   <p>Name: Vedita Devi Perum            Father's Name: —            Address: Port Louis - Mauritius.            Occupation: Notary Public.</p> <p>I witness to subscriber, who has subscribed and signed in my presence on 22/02/2017 at Port Louis - Mauritius.</p> <p>Further I have verified their Identity Details for their identification and satisfied myself of their identification particulars as filled in.</p>


Place: Port Louis, Mauritius

Date: 22 February 2017

IN THE SUPREME COURT OF MAURITIUS

I, **RAJ JAYARAJ** Secretary to Judge do hereby certify that the foregoing signature, marked with a double asterisk (\*\*), has been compared by me with the specimen signature of **Mrs Vedita Devi PEERUN**, Notary Public, and has been found to be identical.

This <sup>3<sup>rd</sup></sup> day of March 2017

  
.....  
Secretary to Judge

IN THE SUPREME COURT OF MAURITIUS

I, the undersigned, do hereby certify that the foregoing signature, <sup>two</sup> marked with a double asterisk (\*\*), <sup>are</sup> is the true and genuine signature <sup>of</sup> **Mrs Vedita Devi PEERUN**, Notary Public of Port-Louis, Republic of Mauritius.

Given under my hand and seal of the Court, this <sup>6<sup>th</sup></sup> day of March 2017

  
.....  
JUDGE

*Hon. R. Teelock, Judge*

**APOSTILLE**  
(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1 Pays : République de Maurice  
Country : Republic of Mauritius  
Le Present acte public  
This Public document

2 a été signé par )  
has been signed by ) R. Teelock

3 agissant en qualité de )  
acting in the capacity of ) Juge  
Judge

4 est revêtu de sceau / timbre de la cour suprême  
bears the seal / stamp of the ) Supreme Court

5 à ) Port Louis 6 le )  
at ) (the) 07/03/2017

7 par )  
by ) B. Rajahballee Odeh

8 sous No. )  
(No.) 4107/2017

9 Sceau / timbre )  
seal / stamp )

10 Signature )  
Signature ) [Signature]

SECRETAIRES PERMANENT DU BUREAU DU PREMIER MINISTRE  
PERMANENT SECRETARY OF THE PRIME MINISTER'S OFFICE

