- Revised Set of Articles adopted in the EGM held on 22nd September, 2003 and approved by the RD vide its Order No. 9/25(8)/9/02/5660 dated 27th August 2003 and Order No. 6/25(8)/6/03/5861 dated 5th September 2003.
- Amended Articles of Association adopted in the EGM held on March 29, 2010 and approved by the RD vide its order No. RD/42/TA/Sec. 25(8)/1/010/10742 dated February 26, 2010.
- *Amended Articles of Association as per Companies Act 2013 adopted vide Special Resolution passed in the EGM held on March 5th, 2021.
- 4. **Changed vide Special Resolution passed in the EGM held on March 5th, 2021.

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Commerce & Industry

Anish Chakravarty Director DIN: 07657516

THE COMPANIES ACT, 2013 COMPANY LIMITED BY GUARANTEE NOT HAVING SHARE CAPITAL

*ARTICLES OF ASSOCIATION

OF

**INDO-BENELUX CHAMBER OF COMMERCE & INDUSTRY

INTERPRETATION:

The regulations contained in Table "H" in the First Schedule to the Companies Act, 2013 shall subject to modifications herein contained apply to this Company the same manner as if such regulations are specifically contained in these Articles.

(Clause 1.h to 1.t amended at the EGM held on March 29, 2010)

- 1. In these Articles, the following words and expressions shall have the following meanings unless repugnant to the subject or the context:
 - a) "The Act" means the Companies Act, 2013 or any statutory modifications of re- enactment thereof for the time being in force.
 - b) "The Company" means the Indo-Benelux Chamber of Commerce & Industry.
 - c) "These Articles" mean and include these Articles of Association and the regulations of the Company from time to time in force.
 - d) "Year" means the calendar year and "Financial Year" means the period in respect of which the income and expenditure account of the Company, laid before it at the annual general meeting, is made up whether the period is of full twelve months or not.
 - e) "General Meeting" means a General Meeting of all the Members of the Company held in accordance with the provisions of sections 96 and 100 of the Act and of these Articles and any adjourned holding thereof.

- f) "Member" means a member of the Company for the time being.
- g) "President" means the President of the Company for the time being.
- h) "Vice-President" means the Vice-President/(s) of the Company for the time being.
- i) "The Governing Council" means the Governing Council of the Company for the time being elected in the manner as prescribed by these articles.
- j) "Secretary" means the Secretary appointed by the Governing Council for the time being.
- Words importing the singular number shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender; words importing persons shall include corporations;
- I) "In writing" and "written" include printing, lithography and other modes of representing or reproducing words in a visible form.
- m) "Persons" include Companies, Corporations and firms as well as Individuals.
- n) "Indian Company "shall mean and include a Company incorporated in India and/or affiliated or subsidiary wherever incorporated of such Indian Corporation.
- o) "Belgian Company" shall mean and include a Company incorporated in the Kingdom of Belgium and/or affiliated or subsidiary wherever incorporated of such Belgian Company.
- p) "Luxembourg Company" shall mean and include a Company incorporated in the Grand Duchy of Luxembourg and/or affiliated or subsidiary wherever incorporated of such Luxembourg Company.
- q) "Netherlands Company" shall mean and include a Company incorporated in the Netherland and/or affiliated or subsidiary wherever incorporated of such Netherland Company.
- r) "Register of Members" means a Register of Members to be kept pursuant to the Act.
- s) "Representative" shall mean any individual nominated by a Member in accordance with these Articles.
- t) "Seal" means the Common Seal for the time being of the Company

Number of members	NUMBER OF MEMBERS 2. The number of members with which the Company is registered is hundred but the Governing Council may, at its discretion, decide otherwise to register an increase of members.
Fees, donations, etc. for attainment of objects	 FEES, DONATION, ETC. FOR ATTAINMENT OF OBJECTS 3. For the attainment of the objects of the Company, the Company may charge fees, raise donations or monies, etc. from members and other persons interested in the objects of the Company provided such fees, donation, monies, etc. shall be such as to meet the expenses of a particular activity or activities on a no-profit, no-loss basis and/or to build a corpus.
Eligibility of Membership	 4. MEMBERSHIP (a) Any person (above the age of 18 years), firm, company, association or any business entity other corporation registered under the Law of India, Belgium, Luxembourg and Netherlands and interested in the objects of the Company and willing to abide by the Rules and Regulations and Articles of Association of the Company in force from time to time may become members.
Application to be considered by Governing Council	(b) Upon receipt of an application in the prescribed format for admission of a Member, the Secretary shall place the same for consideration before the next meeting of the Governing Council or a Special Sub- committee constituted by the Governing council for the purpose or circulated amongst its Members for their decision by simple majority.
	5. CATEGORIES OF MEMBERSHIP
MEMBER	There will be following categories : A.(i) MEMBER Membership of the Company can be applied for by submission of the Application Form and by paying the requisite Membership Subscription for one year along with the Entrance Fees.
PATRONS	 (ii) PATRONS 1) An applicant for Membership of the Company, paying Membership Subscription for 10 years in advance along with the Entrance Fees, will be considered as a Patron.
	2) Patrons shall have all rights and privileges of Members.

	3) The Representative of each Patron if not elected
	to the Governing Council, shall be a Special Invitee to the Governing Council for the period of Membership.
	B. HONORARY MEMBER
HONORARY MEMBER	 Persons of distinction who are eminently qualified and willing to support and contribute to the objects of the Company and willing to abide by the Rules and Regulations in force from time to time, may also be inducted to the Company's Membership as Honorary Members and nominated as Honorary Members in the Governing Council. These shall include following ex-officio Hon. Members The Ambassador of India to Belgium The Ambassador of India to Luxembourg The Ambassador of India to Netherlands The Ambassador of Luxembourg in India The Ambassador of Netherlands in India Vii. Consuls General and Honorary Consuls of Belgium, Luxembourg and Netherlands in India Viii. Trade Commissioners of Luxembourg, Belgium and Netherlands, and/or its provinces based in India
ASSOCIATES	2) Honorary Members shall have all rights and privileges of Members, save and except that they have no right to vote and are exempted from all dues and fees. <u>C. ASSOCIATES:</u> All Industry Associations or Chambers of Commerce & Industries or Chambers representing the manufacturers, traders or exporters of specific industries or trades of exports who are willing to abide by the Objects and the Rules and Regulations framed by the Governing Council in force from time to time may be eligible to be accepted as Associates of the Company. They shall have all privileges of Members. They have no right to vote in the General Meetings of the Company and no right to stand for election to the Member of the Governing Council.
	6. ENTRANCE AND SUBSCRIPTION FEES
ENTRANCE FEES	An Entrance Fee shall be leviable on each applicant for Membership or as an Associate as per rules and regulation framed by the Governing Council and in force from time to time. The amount of the Entrance fee, in no case will exceed Rupees One Lakh each.
Annual Subscription	The Governing Council may, from time to time as it may deem fit, decide the amount of the Annual Subscription payable by Members/Associates vide a specific resolution to this effect. Annual Subscription in no case shall exceed

Fee	Rupees Two Lakhs each.
	7. MEMBERSHIP VALIDITY AND SUBSCRIPTION DUE
Membership Validity and Subscription Due	A. The Membership Subscription will be effective from the formal date of admission by the Governing Council. The yearly subscription fee shall be for the period from 1 st April to 31 st March each year (Financial Year) and shall be due and payable on or before 1 st April each year unless otherwise decided by the Governing Council.
	B. The Membership of Patrons will be valid for a period of Ten years starting from date of formal admission of the members by the Governing Council at their meeting and shall be due for renewal immediately upon completion of ten years.
	8. MEMBERSHIP DUES
Membership Dues	The Secretary will intimate members for payment of membership subscription when they are due. A member not having paid his Subscription within three months from the day from which it is due will not be entitled to the rights and privileges of Members of the Company.
	9. REGISTER OF MEMBERS
Register of Members	The Register of Members shall be maintained, in which shall be set forth the names, addresses, occupations, nationality (in the case of a company or corporation the place of registration) and class of membership of every member of the Company for the time being, and in which changes of membership from time to time shall be recorded. An index of the names of the members shall also be kept unless the Register of Members is in such form as to constitute an index. Such a register shall be made accessible to members and for applicants.
Termination of membership	 10. TERMINATION OF MEMBERSHIP A member shall cease to be a member of the Company:- a) If by a letter addressed to the Governing Council the member voluntarily resigns membership and such resignation is accepted by the Governing Council or on the expiry of six months from the date of such resignation by the member whichever is earlier;
	b) If a member's subscription is in arrears for three months and such member does not pay it within one month after a written notice calling for such payment is sent to him vide a special resolution of the Governing Council
	c) If a member being an individual is adjudged insolvent; if a member being a firm shall be adjudicated insolvent or an effective resolution shall be passed or an order made by the competent court for the

	winding up of the corporation; an Association Member shall cease to be an Associate, if the Association ceases to exist or is dissolved for any reason whatsoever;
	 d) If a member being an individual is convicted by a Court of any offence involving moral turpitude;
	e) If a member being a partnership firm, the partnership is dissolved;
	 f) If a member being a body corporate, a resolution is passed for its winding-up or an order for winding-up is made by a Court of competent jurisdiction;
	 g) If a member is expelled from the Company under Article 11 of these Articles;
	 h) In the case of a firm being a member, if any of its partners would have ceased to be a member of the Company under these Articles had such partner been a member 11. EXPULSION OF MEMBERS
Expulsion of	11. EXPULSION OF WIEWBERS
members	 If any member shall refuse or neglect to comply with any provision of the Memorandum and Articles of Association of this Company or any bye-laws made thereunder, or shall be guilty of misconduct such as the Governing Council considers likely to endanger the harmony or affect the character or stability or interests of the Company, such member shall be liable to expulsion by resolution of the Governing Council, provided that not less than two-thirds of the members of the Governing Council shall have voted in favour of the same and provided also that at least 21 days before the meeting at which such resolution is passed, such member shall have had notice thereof and of the intended resolution for his expulsion and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving oral or in writing any explanation or defence he may think fit. On passing of such resolution, the member shall not have any claim against the Company or the Governing Council and any subscription or part thereof already paid by him shall not be refunded. No appeal shall lie on the decision of the Governing Council.
	12. A Member ceasing to be a Member under any of the provisions of these Articles shall forfeit all rights to and claims upon the Company and its properties and funds but he shall nevertheless remain liable for and shall pay to the Company all monies which at the time of ceasing to be a member be due to the Company from such member.

 13. RIGHTS AND PRIVILEGES OF MEMBERS Subject to the provisions of Article 14 the rights and privileges of membership may be exercised as under:- i. In the case of a firm which is a member, by any partner of such firm or by any person authorised by a power of attorney granted by the firm to represent the firm; ii. In the case of a company or other corporation which is a member, by any Director, Officer or other responsible person such company or such corporation or by any person authorised to represent such company or corporation by a power of attorney; iii. Each member shall from time to time by notice in writing intimate to the Company the name of the authorised representative.
 14. The rights and privileges of membership in regard to attending General Meetings of the Company shall be exercised as under: In the case of an individual by the individual himself or by a proxy duly appointed by him. In the case of a firm by a proxy duly appointed by the firm; In the case of a company or corporation by a person duly authorised by the Company or corporation in accordance with Section 113 of the Act or by a proxy duly appointed by the company or the corporation as the case may be.
15. ADMINISTRATION AND MANAGEMENT The management administration and control of the business and affairs of the Company shall be vested in the Governing Council or a Sub- Committee of the Governing Council set up for the purpose, which shall exercise all the powers, authorities and discretion of the Company except only such as under the Act or the Memorandum or these Articles are expressly directed to be exercised by the Company in a General Meeting.
16. ADMINISTRATION AND MANAGEMENT
 Without prejudice to the general powers conferred by Article 16 of these Articles, the Governing Council shall have power — (a) To appoint any sub-committees for a special purpose which shall be co- terminus with the Governing Council or temporary as the Governing Council may determine. Such sub-committee will be deemed to derive all powers of the Governing council as may be specifically endowed be the Governing Council under the terms of reference at the time of its constitution. The decisions of such Sub-Committee will be tabled at ensuing Governing Council meeting for its information.

 (c) To make, vary and repeal bye-laws or rules for the regulation of the business of the Company, of the Officers or employees or of the members of the Company. (d) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company; (e) To appoint, from time to time and at their pleasure to remove or suspend, such officers, clerks, agents and sub-staff, for permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties and to fix their salaries, wages, commission or emoluments and to require security in such instances and to such amount as they may think fit; (f) To purchase all articles and things which may from time to time be required by the Company and to pay for the same in cast or otherwise as may be deemed expedient; (g) To purchase, take on lease or otherwise acquire any land building, houses, apartments, office premises or other immovable property as may be required or deemed expedient for the purpose of the Company; (h) To undertake on behalf of the Company the payment of all rent and the performance of all convenants, conditions and agreements, contained in or reserved by any deed or contract to which the Company may be a party, or which may have beer assigned to the Company to ensure against the consequentia loss through fire of the Company's revenue and/or standing charges, to execute all deeds, agreements, contracts, receipts and
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other documents that may be necessary or expedient for the purposes of the Company.
 (i) To commence, institute, prosecute and defend all such actions, and suits as the Governing Council may deem necessary of expedient on the part of the Company and to compromise of submit to arbitration such action and suit as the Governing Council in their discretion may think fit;
(j) To make and give receipts and other discharges of money payable to the Company and for the claims and demands of the Company;

(k) To execute in the name and on behalf of the Company in favour of any member of the Governing Council or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they may think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions, as shall be agreed upon;
(I) To establish and support or aid in the establishment and support of associations, institutions, funds or trusts, calculated to benefit employees or ex-employees of the Company or the dependants or connections of such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe, donate or guarantee money for any charitable, patriotic or benevolent purpose or for any exhibition or for any public, general or useful object;
(m)To invest and deal with any of the moneys of the Company not immediately required for the purpose thereof upon such securities and in such manner as they may think fit and from time to time vary or realise such investments;
(n) From time to time at their discretion to raise or borrow any sum or sums of money for the purposes of the Company and to secure the repayment of such moneys in such manner and upon such terms and conditions as they think fit and in particular by the issue of debentures or debenture stock of the Company, charged upon the property and assets of the Company (both present and future);
(o) To enter into arrangements upon such terms and subject to such conditions as the Governing Council may deem desirable for working in connection with any Association organised for the protection or better development of any branch of trade, commerce or manufacture or with like objects that may apply to be allowed to work in connection with the Company, provided the objects for which such association is or shall be formed are not inconsistent with the objects of the Company as defined in its Memorandum of Association;
(p) To make such bye-laws as the Governing Council may consider expedient for the regulation of the working of the business of such Association or as may from time to time be agreed upon between such Association and the Governing Council.
17. SPECIAL POWERS OF THE GOVERNING COUNCIL
 The Governing Council of the Company shall exercise the following powers on behalf of the Company and it may do so by circulation instead of at a meeting; power to borrow money otherwise that on debentures, power to

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	invest fund of the Company and power to make loans. ii. Section 184/189 shall apply only to cases/contracts to which 188 applies. A Register shall be maintained only for Contracts to which Section 188 applies.
	18. FIRST GOVERNING COUNCIL
First Governing Council	The Members of the First Governing Council were – President : Mr. Joseph Bruyninckx Vice-President: Mr. Dinesh Kumar Lal Vice-President: Mr. Anil Gupte Treasury : Mr. Feroz Kachwalla Secretary : Mr. Vijay Jalan Members : Ms. Tarini Vaidya Mr. Purushottam Parolia
	19. COMPOSITION OF THE GOVERNING COUNCIL
Constitution of the Governing Council	 The Governing Council shall consist of minimum of Five (5) but not more than Twelve (12) Members. a) The twelve (12) Members would consist of nine (9) elected Members from among Members (excluding Honorary Members) and three (3) co-opted by the Governing Council. b) At least One (1) but not exceeding 5 (Five) elected Members shall be from Patrons to be determined so as not to exceed more than one third of the Patrons at the time of the Election. c) Co-opted Members shall include the immediate Past-President, and two experts/economists/professionals in some special field as identified by the Governing Council.
Term & Retirement of	20. TERM & RETIREMENT OF MEMBERS OF GOVERNING COUNCIL
Governing Council member	 Each member of the Governing council shall retire each year at the following AGM and shall be eligible for re- election.
	 A Co-opted member will be member of the Governing council until the following AGM of the Company.
	iii. Any casual Vacancy in the Governing Council shall be filled up through majority vote by the remaining members of the Governing Council and the person so nominated will hold the office until the following AGM.
	ELECTION OF THE GOVERNING COUNCIL
Election of Governing Council	21. The procedure for election of the members of the Governing Council hereinafter set out shall apply to the election of all the members of the Governing Council at the Annual General Meeting.

Procedure for election	22. Unless otherwise decided by Governing Council, the election of the Governing Council shall be made according to the following procedure:
	a) (i) As early as possible after the closing of the financial year but in no case later than six months after the expiration of such year, the Governing Council Shall advise the Secretary to issue a notice inviting members of the Company giving at least 14 days from the date of posting of the Notice and specifying a last date, to file nomination papers for election to the membership of the Governing Council to be elected.
	(a) (ii)The Governing Council Shall appoint an Election Officer & Scrutineer, Who is not a candidate for election to the Governing Council.
	b) The nominations shall be communicated to the Secretary in sealed condition and in a form prescribed by the Governing Council. The nominations received after the last date specified for the purpose shall be treated as invalid. Such nominations shall be forwarded to Election Officer & Scrutineer on closure of the last date and time specified for receipt of nominations. The Election Officer and the Scrutineer shall scrutinize the Nomination Forms to evaluate the eligibility of the candidate to contest the election, as well as the eligibility of the proposer and/or seconder, under the provisions of the Articles.
	c) A Member shall be entitled to nominate only one person as a candidate for election to the Governing council. This person shall be Authorised Representative of the Member.
	d) A candidate nominated may withdraw his candidature through signed communication in writing to the Election Officer & Scrutineer. Such notice shall be signed by the candidate himself and shall be sent to the Secretary so as to be received within the date specified in clause (e) below.
	e) Within a week of the expiry of the time for filing nominations specified in clause (b) above, the Secretary shall notify to the candidates for election and the respective members that nominated them, the list of all nominations received stating the date within which the nominations may be withdrawn. The date so specified shall be the 10 th day from the date of the notice and shall be the last date for withdrawal of candidatures.

f)	The Secretary shall enter the names of all candidates finally standing for election as members of the Governing Council in the voting papers, which shall be signed by him and sent to the members along with a self-addressed envelope bearing the identification number within seven days of the last date fixed for withdrawal of candidature and shall be returnable by a fixed date, which shall not be less than 21 days from the date of despatch, duly sealed in the envelope specifically sent for the purpose. Voting papers received in any other envelope or bearing any signature, etc. or received after the expiry of the date specified shall be treated as invalid. The Secretary will keep a record of the identification numbers of the envelopes and after despatch of the voting papers, such records shall be sealed and signed by the Election Officer and kept in the Secretary's custody for at least one year for reference in case of any dispute.
g)	If nominations received fall short of the numbers specified, no voting papers shall be issued but the seats for which there are no nominations shall be filled up by the Governing Council by co-option, in addition to the co-option mentioned in Article 19 of these Articles.
h)	Non-receipt of official circular in regard to elections or of the nominations and/or voting papers shall not invalidate the election.
i)	On the return of the voting papers to the Secretary, each paper shall be examined by the Election Officer & Scrutineer not being candidates for election to the Governing Council, who shall be appointed by the Governing Council for the purpose.
j)	The candidates who have secured the largest number of votes, shall be deemed to have been elected as members of the Governing Council. In the event of a tie, the Chairman of the meeting shall determine, by drawing lots, as to who shall be deemed to have been elected. No persons except the Scrutineers and such assistants, not being candidates for election as they may need, shall be present at the time of the scrutiny.
k)	The Scrutineer shall make a report declaring who are deemed to have been elected in accordance with sub-clause (j) above and such report shall be issued to the Secretary at least clear seven days before the date of the Annual General Meeting.
	23. The power of the Governing Council may be exercised notwithstanding any vacancy in their body and no act done by the Governing Council shall be questioned merely by reason of the existence of a vacancy or any defect in the constitution of the Governing Council.

	24. The members so elected to the Governing Council shall
	assume office at the conclusion of the Annual General Meeting.
	MEETINGS OF GOVERNING COUNCIL
Meetings of Governing Council	25. (a) A meeting of the Governing Council shall be held at least once in every three calendar months.
	(b) Subject as aforesaid the Governing Council may meet for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit.
Notice of Meetings	26. Not less than seven days' notice of every meeting of the Governing Council shall be given in writing by the Secretary to every member for the time being in India at his usual address in India. Notice may be given either personally or by sending it by post to his usual address. Such an address may be within or outside India. In an emergency, the President may convene a meeting at such shorter notice as he may desire.
Quorum	27. Subject to the applicable provisions of Act, the quorum for a meeting of the Governing Council shall be five members or one-fourth of its total strength whichever is less (excluding members of the Governing Council, if any, whose places may be vacant at the time and any fraction contained in that one-fourth being rounded off as one) provided the quorum shall not be less than two members in any case.
	28. Meetings of the Governing Council shall be held at such place and at such time as shall be fixed by the President. The President shall cause a meeting to be called if so required by at least three members of the Governing Council.
	29. The Secretary under the direction of the President, shall send notice of every meeting to each member of the Governing Council and shall mention in such notice any important business expected to come before the meeting.
Resolution by Circulation	30. The President shall preside at all meetings of the Governing Council. In the event of his absence or unwillingness to preside, the Vice-Presidents shall preside and in the event of the Vice-President's absence or unwillingness to preside, the meeting shall nominate a Chairman from amongst the members present for the time being.

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	31. Questions before the Governing Council shall be decided by a majority of the votes of the members present. In the case of an equality of votes, the Chairman shall have a casting vote.
	32. The Governing Council and any Sub-committee of the Governing Council may, except where the Act requires resolution to be passed only at meetings of the Governing Council, pass resolution by circulation. No resolution shall be deemed to have been duly passed by the Governing Council or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the members of the Governing Council or to all the Members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Governing Council or Committee, as the case may be) and to all other members of the Governing Council or Members of the Committee, at their usual address in India and has been approved by such of the members of the Governing Council or members of the Committee as are then in India, or by a majority of such of them, as are entitled to vote on the resolution
President and Vice Presidents	PRESIDENT AND VICE-PRESIDENTS 33. The Company shall have a President and 2 Vice Presidents.
Election of President and Vice Presidents	ELECTION OF PRESIDENT AND VICE-PRESIDENTS 34. The President and the Vice Presidents shall be elected by and from the members of the Governing Council.
Procedure for election of President and	35. (a)The Governing Council as constituted under Article 24 of these Articles shall, hold its first meeting immediately after and on the same day, at the conclusion of the Annual General Meeting to elect a President and Vice-Presidents.
Vice-Presidents	 b) The newly constituted Governing Council shall elect a Chairman for the meeting from among themselves who will oversee the election of the new President and the Vice-President. The President and Vice-Presidents elected by the Governing Council shall hold office until the election of the new Governing Council for the subsequent year. c) The election of the President and the Vice-Presidents will be determined by majority of votes of the members present and voting. In the event of a tie, the Chairman
	of the meeting shall determine by drawing lots as to who shall be deemed to have been elected. A declaration

Vacancies in the office of President, Vice- President and Ordinary members to be filled up.	 by the Chairman of the meeting with regard to the person elected as President and Vice-Presidents shall be conclusive. 36. Any vacancy occurring in the office of the President or Vice-President shall be filled by the Governing Council from among themselves under the process as outlined in Article 35(c). Any person so appointed shall hold office only until the date to which the President, Vice-President or member of the Governing Council, as the case may be would have held office if it has not been vacated as aforesaid.
	GENERAL MEETING OF MEMBERS 37. Subject to the provisions of section 129 of the Act, the First Annual General Meeting it shall be held within a period of nine months from the date of closing of the first financial year of the company and in any other case, within a period of six months, from the date of closing of the financial year and if such general meeting is held within that period, it shall not be necessary for the Company to hold any annual general meeting in the year of its incorporation or in the following year.
Annual General Meeting	Every Annual General Meeting shall be called for a time during the business hours and shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situate and the Notice calling the Meeting shall specify it as Annual General Meeting.
Subsequent Annual General Meeting	Subsequent Annual General Meeting shall be held within six (6) months after the expiry of each financial year; provided that not more than fifteen (15) months shall elapse between the date of one Annual General Meeting and that of the next.
	Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of section 96 of the Act to extend the time within which any Annual General Meeting may be held. The time, date and place of each General Meeting shall be decided by the Governing Council having regard to the Directions, if any, given in this regard by the Company in General Meeting. However, a General Meeting shall be called by giving a Notice in writing of not less than 14 days. Every Member shall be entitled to attend in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he

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	attends on any part of the business which concerns him as Auditor.
	The ordinary business of Annual General Meeting shall be: (a) To confirm the minutes of the last Annual General Meeting and Special General Meeting held during the year.
	(b) To receive and adopt the Governing Council's Report, Audited Statement of Accounts and the Auditor's Report.
	(c) To appoint Auditor or Auditors and fix up their remuneration.
	(d) To announce the results of election of the Members of the Governing Council held in accordance with election rules.
Extraordinary General Meeting on requisition of Members	38. The Governing Council may, whenever it thinks fit, call an Extra-ordinary General Meeting and it shall do so upon a requisition in writing by Members having on the date of such requisition is deposited not less than one- tenth of the total voting power of all the Members having at the said date the right of voting in regard to the matter in respect of which the requisition has been made. Any requisition so made by Members must state the object or objects of the meeting proposed to be called and must be signed by the requisitionists and be deposited at the Company's Registered Office, provided that such requisition may consist of several documents in lieu from each signed by one or more requisitionists.
On receipt of requisition, Governing Council to call meeting and in default requisitionists may do so	39. Upon the receipt of any such requisition, the Governing Council shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the registered office of the Company, to cause a meeting to be called on a day not later than 45 days from the date of deposit of the requisition, the requisitionists, or such of their number as represent not less than one-tenth of the voting power mentioned in Article 38 of these Articles and referred to in Section 100 of the Act, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.
Meeting called by requisitionists	40. Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Governing Council.
Fourteen days' notice of meeting	41. Fourteen days' notice at the least of every General Meeting Annual or Extraordinary, and by whomsoever called specifying the day, date, place and hour of meeting and the general nature of the business to be

transacted thereat, shall be given, in the manner hereinafter provided to such persons as are under these Articles entitled to receive notice from the Company. Provided that in the case of Annual General Meeting, with the consent in writing of all the members entitled to vote thereat and in the case of any other meeting, with the consent of Members having not less than 95 per cent of the total voting power exercisable at that meeting a meeting may be convened by a shorter notice. In the case of an Annual General Meeting, if any business is to be transacted, other than (i) the consideration of the accounts, balance sheets and reports of the Governing Council and the Auditors, (ii) the appointment of members of the Governing Council in place of those retiring, (iii) the appointment of, and fixing the remuneration of the Auditors and in the case of any other meeting in any event, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature and extent of the interest, if any therein of every member of the Governing Council.
42. The accidental omission to give any such notice as aforesaid to any of the Members, or the non-receipt thereof, shall not invalidate any resolution passed at such meeting.
43. No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transact any business, which has not been mentioned in the notice or notices upon which it was convened.
44. Every Notice of an Annual or Extraordinary General Meeting shall be signed by the Secretary or by such other officer, as the Governing Council may appoint, except in case of a meeting convened by Members in accordance with these Articles, in which case the notice may be signed by the Members convening the same.
45. Five Members present in person or by proxy and entitled to vote shall be a quorum for a General Meeting.
46. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.
47. If, after the expiration of half an hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of Members, shall stand

	dissolved, but in any other case, the meeting shall stand adjourned to the same day in the next week or if that day is a public holiday, until the next succeeding day which is not a public holiday, at the same time and place, or to such other day and at such other time and place in Mumbai, as the Governing Council may determine, and if at such adjourned meeting, a quorum is not present, at the expiration of half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum, and may transact the business for which the meeting was called.
Chairman of General Meeting	48. The President shall be entitled to take the Chair at every General Meeting of the Company, whether Annual or Extraordinary, if there be no such Chairman or if at any meeting he is not present or if present is unwilling to take the Chair, then the Vice-President, the members of the Governing Council present shall elect one of the number to be the Chairman.
Business confined to	49. No business shall be discussed at any General Meeting except the election of a Chairman, whilst the Chair is vacant.
election of Chairman, whilst Chair vacant Chairman with	50. The Chairman, with the consent of the meeting, may adjourn any meeting from time to time and from place to place in Mumbai, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting, from which the adjournment took place. It shall not be necessary to give any notice of the adjourned meeting unless the meeting
consent may adjourn meeting	is adjourned for more than thirty days. 51. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least five Members having a right to vote on the resolution and
Questions at General Meeting how decided	present in person or by proxy or by the Chairman of the meeting of his own motion and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.
	52. In the case of an equality of votes, the Chairman shall, both on a show of hands and at a poll (if any), have a casting vote in addition to the vote to which he is entitled as a Member.

Chairman's casting vote Poll to be taken if	53. Subject to the provisions of Article 56 of these Articles, if a poll is demanded as aforesaid, the same shall, subject to the provisions of these Articles, be taken at such time (not later than 48 hours from the time when the demand was made) and place in Mumbai and either by open voting or by ballot, as the Chairman shall direct and either at once or after an interval or adjournment, or otherwise and the result of	
demanded	the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.	
Scrutineers at Poll	54. Where a poll is to be taken, the Chairman of the meeting shall appoint at least two scrutineers to scrutinise the votes given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a Member present at the meeting, provided such a Member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a	
In what case poll taken	scrutineer from office and fill vacancies in the office of scrutineer arising from such removal or from any other cause.	
without adjournment.	55. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith.	
Demand for poll not to prevent transaction of other business	56. The demand for a poll, except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.	
	VOTES OF MEMBERS	
Right to vote	57. Members (including Patrons) shall have the right to attend and vote at the Annual General Meeting or any other general meeting of the Company. However, the Honorary Members and Associates shall not have the right to vote at the Annual General Meeting or any other General Meeting.	
Votes of Members	58. Unless disqualified by any of the provisions of these Articles or by the Act, a member who has a right to vote as per these Articles shall be entitled to vote at a General Meeting. A Member present in person shall have one vote, both on a show of hands and upon a poll. More of one representative of a corporate Member may attend the General Meeting, but only one of them shall be entitled to vote. Only such members who do not have outstanding	

	membership subscription fees for the current or earlier years shall be eligible to vote.
Proxy	PROXY 59. Every Member shall be entitled to appoint a proxy to attend and vote on his behalf at any general meeting. A proxy shall only be entitled to vote, subject to the eligibility provision in Article 58, in a poll, but shall have no right to speak.
Minutes of proceedings of general meetings and Governing Council	 MINUTES 60. (a) The Company shall cause minutes of all proceedings of every general meeting and of all proceedings of every meeting of its Governing Council or of every committee of the Governing Council to be kept by making within 30 days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered. (b) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed (1) in the case of Minutes of proceedings of each meeting of the Governing Council or a committee thereof by the Chairman of the said meeting or the Chairman of the next succeeding meeting within the case of Minutes of proceedings of general meetings by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period by a member of the Governing Council duly authorised by the Governing Council for the purpose. (c) In no case the Minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise. (d) The Minutes of each meeting shall contain a fair and correct summary of the proceedings thereat. (e) All appointments of officers made at any of the meetings aforesaid shall be included in the Minutes of meeting. (f) The Minutes shall also contain - i. the names of the Members of the Governing council (or Committee) present at the meeting, and
	 II. In the case of each resolution passed at the meeting, the names of the Members of the Governing Council if any, dissenting from, or not concurring, in the resolution (g) Nothing contained in sub-clauses (a) to (f) shall be deemed to require the inclusion in any such Minutes of any matter which, in the opinion of the Chairman of the meeting - i. is, or could reasonably be regarded as, defamatory of any person; ii. is irrelevant or immaterial to the proceedings, or

	 iii. is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the Minutes on the grounds specified in this sub-clause. Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein. 61. RIGHTS, DUTIES AND FUNCTIONS OF THE OFFICE BEARERS
President	 61 (i) (a) To direct, control, supervise, manage and administer all work for achieving the objects of the Company. He shall be responsible to manage the entire affairs of the Company. (b) To call and conduct all the meetings of the Company and those of the Governing Council. (c) To preside at all the General Meetings whether Annual or Extra-Ordinary. If at any meeting he is not present or if present unwilling to take the chair, then the Vice-President shall occupy the chair. If Vice-President is unwilling to occupy the chair, the members of the Governing Council present shall elect one of the meeting. (d) President in case of equality of votes at any meeting i.e. Governing Council, Annual General or General Meeting, shall have a casting vote to which he is entitled as a Member.
Vice- President	 61 (ii) (a) To assist the President in his work and act as President in his absence. (b) The President may allocate the work amongst Vice-Presidents to enable him to discharge his duties efficiently.
Secretary	61 (iii) The Secretary of the Company shall execute the following functions under directions of the President/Vice-Presidents, in accordance with the resolutions of the Governing Council, its Administrative and financial Sub-Committee:
	 a) To manage and administer the day to day affairs of the Company in accordance with the resolutions passed by the Governing Council and other meetings.
	b) To enter into correspondence on behalf of the

	Company in all the matters.
c)	To manage, organize and administer the office of the Company;
d)	To ensure the safety for the records and common seal of the Company;
e)	To comply with all the provisions of law, Rules and Regulations of the Company;
f)	To maintain minutes books and record therein the proceedings of all the meetings of the Governing Council, Annual General Meeting and other meetings called and held and to get those minutes signed by the President at the next meeting.
g)	To select employees for various work;
h)	To implement the plan and programmes approved by and in different committee meetings.
i)	To receive and recover Membership fees, subscription, rent etc. and to give proper receipt for the same;
j)	To collect donations, gifts, etc. on behalf of the company and to give proper receipt for the same;
k)	To keep proper account of receipts and payments in co-ordination with the President and other committee Chairman.
l)	To make payments as approved by the President, Vice President and other committee Chairman.
m) To disburse the amounts for various activities of the company.
n)	To prepare or get prepared the accounts and keep ready time to time for the position, as and when asked by the Governing Council.
o)	To prepare or get prepared Annual Accounts, Balance Sheet and Income and Expenditure Account of the company and to place before the Governing Council.
p)	To deposit the funds of the company in the

	bank account and withdraw money therefrom
	when required, after giving cheque signed by at least two Members of the Governing Council.
	THE SEAL
The seal its	
custody and	62. (i) The Governing Council shall provide a Common Seal
use	for the purposes of the Company and shall have power
	from time to time to destroy the same and substitute a
	new seal in lieu thereof and the Governing Council shall
	provide for the safe custody of the Seal for the time
	being and the Seal shall never be used except by the
	authority of the Governing Council or a sub-committee
	thereof previously given and in the presence of either
	the President or Vice-President(s) or any two members of
	the Governing Council authorized for this purpose.
	(ii) Every deed or other instrument to which the Seal
	of the Company is required to be affixed shall, unless
	the same is executed by a duly constituted attorney, be
	signed by the President, Vice-President or any Member
	of the Governing Council authorized for this purpose.
	BOOKS AND ACCOUNTS
As to	63. The Governing Council shall keep at the office or at
inspection of	such other place in India as the Governing Council
accounts or	thinks fit, proper books of account in accordance with
books by	Section 128 of the Act with respect to :-
Members	a) All sums of money received and expended by the
	Company and the matters in respect of which
	the receipts and expenditure take place;
	 b) All sales and purchases of goods by the Company; b) The second lick like of the Company;
	c) The assets and liabilities of the Company
	Where the Governing Council decides to keep all or any of
	the books of account at any place other than the
	Registered Office of the Company, the Company shall
	within seven days of the decision file with the Registrar a
	notice in writing giving the full address of that other
	place. Books of account relevant to the period of not
	less than 8 years immediately preceding the current
	year shall be preserved.
	When the Company has a branch office, whether in or
	outside India, the Company shall be deemed to have
	complied with this Article if proper Books of account
	relating to the transactions effected at the branch
	office are kept at the branch office and proper
	summarised returns made up to date at intervals of
	not more than three months, are sent by the branch office to the Company at its Registered Office or other
	place in India at which the Company's Books of

		
As to inspection of accounts or books by Members	Account are kept as aforesaid. The Books of Account shall give a true and fair view of the state of the affairs of the Company or branch office, as the case may be and explain its transactions and shall be open to inspection by any Member of the Governing Council during business hours. The Governing Council 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 and documents of the Company or any of them shall be open to the inspection of the Members and no Member (not being a Member of the Governing Council) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Governing Council or by a resolution	
	of the Company.	
	ACCOUNTS AND BALANCE SHEETS	
Statement of accounts to be furnished to General Meeting	64. The Governing Council shall from time to time in accordance with Sections 129 and 134 of the Act, cause to be prepared and to be laid before the Company in general meeting such Balance Sheets, Profit and Loss Accounts or Income and Expenditure Account and Reports as are required by those Sections.	
Copies shall be sent to each Members	65. A copy of every such Profit and Loss Account or Income and Expenditure Account and Balance Sheet (including the Auditors' Report and every other documents required by law to be annexed or attached to the Balance Sheet) shall at least fourteen days before the meeting at which the same are to be laid, be sent to all members of the Company and to all persons entitled to receive notice of General Meetings of the Company.	
	AUDIT	
Accounts to be audited Accounts	66. Auditor shall be appointed and their rights and duties regulated in accordance with Sections 139 and 143 of the Act.	
when audited and approved to be conclusive except to errors discovered within three months	67. Every account of the Company when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the Account shall forthwith be corrected and thenceforth shall be conclusive.	

Service of	DOCUMENTS AND NOTICES
documents or notices on members by Company	68. (a) Any document or notice may be served or given by the Company on any Member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him. In the case of non-resident members who have supplied to the Company an address outside India, notice shall be given either by fax, e mail, telex, cable or by air mail.
	(b) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the document or notice, provided that where a Member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses for doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the Member and such service shall be deemed to have been effected in the case of a notice of a meeting at the expiry of forty-eight hours after the letter containing the document or notice is posted and in any other case, at the time at which the letter would be delivered in the ordinary course of postal business.
Advertisement On whom documents or notices must	 69. A document or notice advertised in a newspaper circulating in Mumbai shall be deemed to be duly served or if sent on the day on which the advertisement appears on or to every Member who has no registered address in India and has not supplied to the Company an address within India for the serving of document on or the sending of notices to him. 70. Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore
be served	authorised on or to every Member of the Company entitled to receive notice of General Meeting except those Members who (having no registered address with India) have not supplied to the Company an address within India for the giving of notice to them and also to the auditor or auditors for the time being of the Company.

Documents or notice how to be signed Service of document or notice by Member	 71. Any document or notice to be served or given by the Company may be signed by the Secretary or by some person duly authorised by the Governing Council for such purpose and the signature thereto may be written, printed or lithographed. 72. All documents or notices to be served or given by Members on or to the Company or any officer thereof shall be served or given by sending it to the Company or officer at the registered office by post under a certificate of posting or by registered post or by leaving it at the Registered Office.
Right to Indemnity	INDEMNITY 73. Subject to the provisions of Section 197 of the Act, every Member of the Governing Council or a sub- committee thereof, Manager and other Officer or servant of the Company and any person employed by the Company as Auditor shall be indemnified by the Company against and it shall be the duty of the Governing Council, out of the funds of the Company to pay all costs, losses and expenses which any such person may incur or become liable for (otherwise, save as mentioned in section 197 of the Act, than through any negligence, default, misfeasance, breach of duty or breach of trust on his part) by reason any contract entered into, or act or thing done by him in any way in the discharge of his duties including travelling expenses, and in particular and so as not to limit the generality of the foregoing provisions against all liabilities incurred by him as such Member of the Governing Council or a sub- committee thereof Manager, Officer or Servant, or Auditor in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted, or in connection with any application under Section 463 of the Act in which relief is granted to him by the Court and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the Members over all other claims. 74. Subject to the provisions of Section 197 of the Act, no Member of the Governing Council or a Sub- committee thereof, manager, or other Officer of the Company or any other person employed as an Auditor shall be liable (otherwise, save as mentioned in Section of the Act, than through any negligence, default, misfeasance, breach of duty or breach of trust on his part) for the acts, receipts, neglects or defaults of any other Member or Members of the Governing Council or

	Sub- Committee or Officer or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Governing Council for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys securities or effects shall be deposited or for any loss occasioned by any error of judgement or for any other loss damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto.			
	INTERPRETATION OF ARTICLES			
Governing council to be sole authority for interpretation	75. The Governing Council shall be the sole authority for the interpretation of these Articles and of the Bye laws and Regulations made thereunder shall be final and binding on the Members.			
of these articles, Bye Laws etc.	76. The use of the name of the Company for the purpose of advertisement is prohibited.			
	77. Every Member shall bind himself to abide by these Articles of Association as any alteration or modification thereof that may be made from time to time in conformity with the Companies Act, 2013 for the time being in force subject to the approval of the Central Government i.e. Registrar of Companies, Western region, Mumbai.			

Indo-Beiglar-Johannourg Chamber c Commerce & Industry

And

Anish Chakravarty Director DIN: 07657516 We the several persons whose names and addresses are hereunder written are desirous of being formed into a company in pursuance of the Articles of Association.

Name And Address	Description	Occupation	Signature	Witness To The
Mr Dinesh K. Lal Vakils House, 3 rd flr 18, Sprott Road Ballard Estate Mumbai 400 038	S/O Mr. MM. Lal	SHIPPING BUSINESS	Sd/-	Signature
Mr Joseph Bruyninckx Vakils House, 3 rd flr 18, Sprott Road Ballard Estate Mumbai 400 038	S/O Mr. R. Bruyninckx	SHIPPING	Sd/	
Ms. Tarini Vaidya KBC Bank NV Hoechst House ,4 rd floor Nariman Point Mumbai 400 021	D/O General A. S. Vaidya	BANKING	Sd/	
Mr Anil Gupte Fortis Bank 13, Maker Company VI Nariman Point, Mumbai 400 021	S/O Mr. M.S. Gupte	BANKING	Sd/	
Mr Purushottam Parolia 86A Mittal Court,Awing 224, Nariman Point Mumbai 400 021	S/O Mr. R. Parolia	INDENTING BUSINESS	Sd/	
Mr Vijay Jalan 419A Arun Companys Fardeo, Mumbai 400 034	S/O Mr. S.R. Jalan	BUSINESS	Sd/	
Ar. Feroz Kachwalla 17/99 Dhanji Street, Aumbai: 400003	S/O Late Mr. H. Kachwalla	BUSINESS	Sd/	

Place: Mumbai, dated 2nd February, 2001

Indo-Belgiar-Johannourg Chamber c Commerce & Industry

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Anish Chakravarty Director DIN: 07657516