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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९६

17 MAR 2022

सक्षम अधिकारी

MEMORANDUM OF ASSOCIATION
OF
ALUMNI ASSOCIATION

1. NAME:

The name of the Association JES ALUMNI ASSOCIATION, herein after referred to as "The Association".

2. REGISTERED OFFICE:

The address of the registered office of the association for the time being shall be: **Arvind Gandbhir High School Campus, Caves Road, Jogeshwari (East)**. The area of operation of the Association shall be the whole of India.

3. DEFINITIONS:

- (a) The term "College" means "JES College of Commerce Science & Information Technology (in brief).
- (b) The term "Parent Trust" means "JOGESHWARI EDUCATION SOCIETY", a trust registered with the Charity Commissioner vide Regn No F-552(BOM). The term "Ex- Students" or "Alumni" means past students, who have, at any time in the past, been the students of the college namely JES College of Commerce Science & Information Technology

4. LEGAL STATUS:

The Association shall function as a Part & Division of the College & thus shall not have any individual separate legal identity. The Association shall be part and parcel of the College and all accounts and transaction shall merge/ converge into the accounts of the College and ultimately into the Parent Trust, as the case may. The Association shall function under the umbrella of the College/ parent trust and within the overall rules and regulations and the Constitution of the college and the Parent trust. The Managing Committee, specifically appointed herein, shall manage and administer the Association.

5. OBJECTIVES:

The Association is a Nonprofit one and the objectives are centered around Education and related development. The broad Objectives for which the Association is established shall include:

- To provide a platform for the ex-students/ alumni of the College to meet, fellowship, celebrate, plan and act together for advancement of education.
- To enable the alumni of the College to build relationship amongst themselves or with the present students, the past and present faculty and others connected with the College for the cause of education and general welfare.
- To contribute for and aid in the development of the College and the Parent trust.
- To undertake and/ or carry out activities to enable the College to retain its positions as a Premier Educational or Learning or Research Institution in the City of Mumbai, in India and Internationally.
- To help, contribute and assist in imbibing positive and healthy values in the students of the College and/ or to help needy-poor, deserving students.
- To enable the students of the College to meet the needs of the economy and to fulfill their social responsibilities and build a better India.
- To help, contribute and aid in the enhancement of quality teaching in the College and the Parent trust and such other colleges.
- To help, contribute and aid in the students growth and welfare, in the College.
- To promote the physical, mental, moral and spiritual wellbeing of all those associated or connected with the College.
- To perform any other activities that are expedient for the furtherance of the above activities namely education.

6. RULES AND REGULATIONS:

The Association shall formulate its Rules & Regulations, to run & administer the Association, the same being within the overall framework, rules, regulations & the constitution of the College and the Parent Trust.

7. MANAGING COMMITTEE:

The names, addresses and occupation of the members of the first Managing Committee of the Association, with whom the administration and rules and regulations, are entrusted shall be as follows:

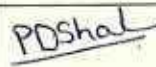
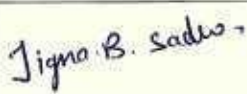
Sr. No.	Name, Address, Nationality	Age (yrs)	Occupation	Signature
1.	Principal Dr Prashant H Shelar B/404, Versova Aditi CHS, Opp. Versova Telephone, Exchange, Four Bungalow, Mahada, SVP Nagar (Andheri West) Mumbai 400053 INDIAN	53 Years	Principal	
2.	Mr. Kiran V Kamat Sheshgiri, 7 Saraswati Baug, Hindu Friends Society Road, Jogeshwari (East) Mumbai 400 060 INDIAN	58 Years	Jt. Secretary of JES Society	

3.	Ms. Prachi D Shah D-24, Kailash Nagar, Shankar Lane, Kandivali (West), Mumbai 400 067 INDIAN	44 Years	Staff Member	<u>PDShah</u>
4.	Ms. Jigna Sadhu 2E/603, N.G. Suncity Phase – I, Thakur Village, Kandivali(East) Mumbai 400 100 INDIAN	34 Years	Staff Member	<u>Jigna B.S adh.</u>
5.	Ms. Anjali Gaikwad D-403, Raj Palace Apartment, Majaswadi, Jogeshwari (East) Mumbai 400 060 INDIAN	30 Years	Staff Member	<u>Anjali Gaikwad</u>
6.	Mr. Iqbal S Baig Baig Chawal, Bandra Plot, Opp. New Masjid, Jogeshwari (East) Mumbai 400 060 INDIAN	32 Years	Staff Member	<u>Iqbal</u>
7.	Mr. Kaushik N Shet Room No. 11, Gulam Hussain Chawl, Subhash Road, Jogeshwari (East) Mumbai 400 060 INDIAN	21 Years	Service	<u>Kaushik</u>
8.	Ms. Purva P Tawde Room No.5, Bldg No. 6, Kokan Sagar, Kokan Nagar, Jogeshwari (East) Mumbai 400 060 INDIAN	21 Years	Service	<u>Purva</u>
9.	Mr. Jay Patil Flat No 614, Sai Shakti Co-op. Society, Building, No. 8, M.M.R.D.A. Colony, Poonam Nagar, Andheri (East) Mumbai 400 093 INDIAN	21 Years	Service	<u>Jay</u>

Dated at 12th May, this day of 2023



8. We, the undersigned being desirous of forming into an association have subscribed our names and addresses to this Memorandum of Association:

Sr. No.	Name, Address, Nationality	Age (yrs)	Signature
1.	Principal Dr Prashant H Shelar B/404, Versova Aditi CHS, Opp. Versova Telephone, Exchange, Four Bungalow, Mahada, SVP Nagar (Andheri West) Mumbai 400053 INDIAN	53 Years	
2.	Mr. Kiran V Kamat Sheshgiri, 7 Saraswati Baug, Hindu Friends Society Road, Jogeshwari (East) Mumbai 400 060 INDIAN	58 Years	
3.	Ms. Prachi D Shah D-24, Kailash Nagar, Shankar Lane, Kandivali (West), Mumbai 400 067 INDIAN	44 Years	
4.	Ms. Jigna Sadhu 2E/603, N.G. Suncity Phase - I, Thakur Village, Kandivali (East), Mumbai 400 100 INDIAN	34 Years	
5.	Ms. Anjali Gaikwad D-403, Raj Palace Apartment, Majaswadi, Jogeshwari (East), Mumbai 400 060 INDIAN	30 Years	
6.	Mr. Iqbal S Baig Baig Chawal, Bandra Plot, Opp. New Masjid, Jogeshwari (East), Mumbai 400 060 INDIAN	32 Years	
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8.	Ms. Purva P Tawde Room No.5, Bldg No. 6, Kokan Sagar, Kokan Nagar, Jogeshwari (East) Mumbai 400 060 INDIAN	21 Years	
9.	Mr. Jay Patil Flat No 614, Sai Shakti Co-op. Society, Building, No. 8, M.M.R.D.A. Colony, Poonam Nagar, Andheri (East) Mumbai 400 093 INDIAN	21 Years	

I identify the above 09 persons and their signatures.

PLACE: Mumbai

DATED: 21-6-2023

BEFORE ME

VILAS PRALHADRAO KATTI
Bsc. LLB

ADVOCATE & NOTARY GOVT. OF INDIA
C/1002 Deep Tower, Opp. Anna Bazar,
Off. J. P. Road, D. N. Nagar Andheri (W) /
Mumbai-400053

J. P. TRIPATHI (M.A./LL.B)
ADVOCATE HIGH COURT
R/O, Abudal Aziz Chawl, 24,
Room No.4, L.B.S. Marg Navpada,
Kurla (West), Mumbai-400070



**RULES AND REGULATIONS
OF
COLLEGE ALUMNI ASSOCIATION**



1. DEFINITION:

- (a) Definitions and terms as described in the Memorandum of Association shall apply mutatis mutandis
- (b) “*Managing Committee*” (MC) shall be the persons as appointed/ selected/ elected (as the case may be) by the members of the association, save however that the Principal of the College shall be ex-officio President of the Association.

2. MEMBERSHIP:

2.1 Qualification: Individuals capable to enter into a contract and who have been the former students of the College, for a minimum of one year and who subscribe to the Objectives of the Association and are approved by the MC, and others, as specified below, shall be eligible for Membership of the Association, unless they face any disqualification as below.

2.2 Admission & Types of Membership: The admission criteria and types of members of the Association shall be as follows:

- (a) **PROMOTER MEMBERS** or **FIRST MANAGING COMMITTEE:** The persons who have subscribed their names to the Memorandum of Association, shall be referred to as PROMOTER MEMBERS or FIRST MANAGING COMMITTEE;
- (b) **EX- STUDENTS LIFE MEMBER:** The Ex- students of the College, who may be admitted and approved by the MC, from time to time, subject to payments of such fees as recommended and determined by the MC on a year to year basis, such that the minimum fees shall not be less than Rs. 200/- per head (Subject to change) shall be referred to as EX- STUDENT LIFE MEMBER and such fees shall be referred to as Life Membership Fees. However if any Ex-student faces any disqualification, he shall not be eligible to become or continue as life member of the Association.
- (c) **STAFF MEMBER:** The teachers and staff of the College (past or present), as admitted and approved by the MC, from time to time, subject to payment of such fees as recommended and determined by the MC on a year to year basis, shall be eligible as STAFF MEMBER of the Association.
- (d) **INVITEE MEMBER** or **PATRON MEMBER:** Any person who is invited by the College Principal and appointed/ approved by the MC as an Invitee- Member shall be referred to as an INVITEE MEMBER or PATRON MEMBER. No fees shall be charged from such members.

A list of the members of the Association, shall be maintained in such format (electronic or otherwise), as close to the provisions of the applicable laws and of College/ Parent Trust, as prescribed and required.

2.3 TERMINATION & DISQUALIFICATION: MC may at any time terminate the membership of a member for any of the following reasons,

- a) Conviction or even involvement as accused, by a Court or Police or any law enforcement agency, for any cognizable offence or any illegal act;
- b) Becoming insolvent;
- c) Being found of unsound mind; and
- d) Misconduct or conduct detrimental or prejudicial to the interest of the Association.
- e) Any disciplinary proceedings or rustication, initiated at any time in the past by the college.

2.4 Cessation: Membership of the Association shall cease-

- a) On termination of membership by the MC as above;
- b) On resignation of a member; or
- c) On the death of a member.



2.5 Annual General Meeting: A meeting of the eligible members shall be held every year, as the Annual General Meeting, ordinarily and normally before the 30th September of every year. The following business, besides any other business, shall normally be transacted at the Annual General Meeting:

- (a) To receive, consider and adopt the Annual Report of the Association as proposed/ approved by the Managing Committee;
- (b) To discuss functioning and administration of the association.
- (c) To receive, consider and adopt the Auditor's Report and the Statements of Accounts or such other financial statements; and
- (d) To elect members of the MC from amongst the active members of the Association, but such election shall be held once in every 5 years and subject to eligibility criteria and nominations.

2.6 Quorum: The President, Members of the managing committee, ex-student life member and staff member (referred to as eligible members) can attend and vote at general meeting of members. Invitee member or patron member though can attend general meeting shall not be entitled to vote at the meeting. A minimum of 25% of the total eligible members shall form the quorum of Annual General Meeting. A meeting without quorum will stand adjourned for half an hour on the same day and shall be held immediately after the said half an hour, irrespective of the quorum. No quorum is required for such meeting adjourned for want of quorum.

2.7 Notice for AGM: Not less than fifteen days' notice shall be given for every General Meeting of the eligible members of the Association. A shorter notice may be permitted if approved and ratified by not less than 30% of the members present in the summoned AGM. The notice for the AGM shall be given in writing or by email\ fax or such communication method (including mobile calls/ SMS or on website etc) as may be decided by majority of the MC members.

2.8 Special General Meeting:

The President shall call special general meeting if deemed necessary. Such meeting shall also be convened by a majority decision of the members of the Managing Committee. Such special general meeting shall consider the purpose for which they are convened and decide after deliberations. No other business shall be transacted at such meeting.

3. MANAGING COMMITTEE:

3.1 Composition: The first MC of the Association shall be the seven members who have subscribed their names of the Memorandum of Association. The Minimum strength of the MC shall be 5 and maximum will be 9. The current and all subsequent MC's shall necessarily consist of the Principal of the College for the time being and not less than 4 but not more than 8 other members, such that the Ex-student members shall be elected at the Annual General Meeting, held once in every 5 years. The Principal of the College shall always be the President of the Association. A minimum of 2 seats shall be reserved for Staff Members and a maximum of 4 seats for Ex-students life members. The Principal of the college shall select the staff members and may use inputs from the retiring staff members of the association.

3.2 Eligibility: Ex- students Life member of the Association (subject to clause 2.3 and 2.4 above) shall be eligible to be selected/ elected as the Ex- student MC member.

3.3 Cessation: A member of the MC who does not attend three consecutive meetings of the MC without leave of absence, shall cease to be member of the MC and this shall be considered a casual vacancy on the MC.

3.4 Vacancy: Any casual vacancy occurring in the MC especially between two elections by cessation or otherwise, shall be filled by the members of the MC by co-opting from amongst the other members of the Association as the case may be and as selected by the MC. The member so co-opted shall hold office upto the date, which the member in whose place he/ she is appointed, would have held office if it had not been vacated as aforesaid. Any casual vacancy in the staff member shall be filled in by the Principal of the college.



3.5 Meetings: The MC shall meet as often as may be required, but not less than 3 times every year.

3.6 Notice for MC Meetings: As far as possible a minimum 7 days' notice shall be given in writing or by email/ fax or such communication method (including mobile calls/sms or on website etc) as may be decided by majority of the MC members, for holding a MC meeting. A meeting may be held at shorter notice subject to post approval by the majority of the MC members present in such a meeting.

3.7 Quorum: A minimum of 3 member of the MC present, in person, shall form the quorum of each such MC meeting. A meeting without quorum will stand adjourned to half an hour on the same day and shall be held immediately after the said half an hour. No quorum is required for such a meeting adjourned for want of quorum however minimum 2 MC members ought to be present.

3.8 Office Bearers: The Principal of the College shall be the President of the Association at all times. The MC shall always and in their first meeting held after the election in the Annual General Meeting (once every 5 years), elect from amongst them, Secretary and Treasurer of the Association and they shall hold office until the conclusion of the next elections in an Annual General Meeting. The Treasurer shall be from the Staff Member category.

3.9 Responsibilities of Office Bearers:

- (1) The President shall be responsible for the proper conduct of all meetings of the Association and the MC. The President or anyone else chairing any meeting in his place, shall have a casting vote, in addition to the vote to which he/ she is entitled as a member, in case of a tie.
- (2) The Secretary shall be responsible for recording the minutes of the meetings of the Association and of the MC. He/ she may along with the President convene the meetings of the Association and of the MC, in Consultation with the President. He/ she shall be responsible for all secretarial work of the Association.
- (3) The treasurer shall be responsible for the funds of the Association. He/ she shall prepare, audit and render correct account of the finances of the Association to the MC and shall render Audited Statements of Accounts at the Annual General Meeting. He/ she may be a signatory of the bank account along with the President unless some other arrangement is decided by the MC.

3.10 Functions, Duties and Powers: The MC shall be responsible to manage the affairs of the Association and shall be entitled to exercise all such powers of the Association. In particular-

- (i) The MC shall lay down the broad policies and plans/ vision of the Association for furtherance of the objective of the Association and also suggest amendments to the Rules and Regulations, SUBJECT to the laws, rules/ regulations and constitution of the College/ Parent trust.
- (ii) The MC may be entitled to appoint an Executive Director (if need be) and to delegate to him such powers, duties and responsibilities as it thinks fit and proper. Such Executive director shall be however finally approved by the Principal.
- (iii) The MC shall be entitled to enter into partnership agreements, memorandum of understanding or the like with other similar organizations/ association whose objective are similar to those of the Association, for implementation of the objectives of the Association.
- (iv) The MC shall be entitled to formulate plans and appeal for and/ or receive the annual or other incomes like donations, grants, aid etc. of the Association and to pay & discharge all the costs & expenses incurred in or about the administration of the association.
- (v) The MC shall be entitled to spend, hand over, apply or allocate the annual or other income of the Association for the objects in any proportion the MC may like or deem fit at its discretion, SUBJECT to the laws, rules/regulations and constitution of the College/Parent trust.
- (vi) When the MC decides not to spent or apply or allocate any income but to accumulate the same, the same will be accumulated for the objects, to be spent, applied or allocated at any later date, subject to any compliances SUBJECT to the laws, rules/regulations and constitution of the College /Parent trust.



- (vii) The MC may engage in and carry on any activities for and on account of the Association and may invest any part of the funds or assets of the Association in such investments avenues as per law in the name of the Association or the parent trust, SUBJECT to the trust. In the course of such activities/investments, the MC may do all that is necessary for the same. It may sign contracts, open bank accounts (subject to resolution), sign cheques, negotiate documents, make investments, institute legal proceedings, and do all that is necessary for the successful carrying on the activities of the association, SUBJECT to the laws, rules/regulations and constitution of the College/Parent trust.
- (viii) The MC shall, based on an appropriate resolution, open such bank account/s, or such other banking facilities including electronic facilities with any bank/s, such that the signatories to such office bearers of the MC, one of which shall always be the President and the Other may be the Treasurer or Secretary, as decided by the MC in its resolution.
- (ix) The MC shall be free to invest all the monies, in any manner it thinks fit and proper, however only in the investments or avenues permitted by law for the investment of the funds of the Association, SUBJECT to the laws, rules/regulations and constitution of the College/Parent trust. It can invest in any immovable or movable property or properties SUBJECT to the laws, rules/regulations and constitution of the College/Parent trust. It can purchase, take on lease, or in exchange, or otherwise acquire any movable or immovable property, rights or privileges which may be deemed necessary, expedient or desirable for any of the objects of the Association, SUBJECT to the laws, rules/ regulations and constitution of the College/ Parent trust. It can purchase shares, securities as per law SUBJECT to the laws, rules/ regulations and constitution of the College/ Parent trust.
- (x) The MC is expressly authorized to accept donations (including corpus donation), gifts of money or movable property from any person or persons on such terms and conditions or directions of the donor, as may be deemed fit and proper in its discretion for the augmentation of the Association's funds.
- (xi) The MC may, borrow money from bankers or others either by offering securities or otherwise and utilize the moneys so borrowed for attaining the objects of the Association, however SUBJECT to the laws, rules/ regulations and constitution of the College/ Parent trust.
- (xii) The MC may print, publish and exhibit any books, literature, pamphlets or posters that may be considered useful for the promotion of the object of the Association.
- (xiii) Without prejudice the foregoing, the MC shall have power to do the following:
- (a) To appoint clerks and other employees, brokers, bankers, lawyers, CA's and other at a remuneration as it thinks fit.
 - (b) To appoint an Advisory Council, to advice the MC and which Advisory Council will act in accordance with the terms of reference as may be laid, down by the MC and decide all issues concerning or related to such Advisory Council or remuneration to them;
 - (c) To delegate any power to any one or more of the members of the Managing Committee;
 - (d) To delegate any power as it can lawfully delegate to any person and to execute such power of attorney as it thinks fit and proper for the purpose;
 - (e) To withdraw any power or to revoke any appointment of an employee or attorney;
 - (f) To sell any or portion of any property forming part in the fund of the Association sty such price and on such terms and conditions as it thinks fit and proper SUBJECT to the laws, rules/regulations and constitution of the College/Parent trust;
 - (g) To let or lease any portion of any immovable and movable property forming part of or belonging to the Association at such terms and conditions as they may think fit and proper, to accept surrender of any lease, and to file suits in ejectment and /or for recovery of rents and other dues but SUBJECT to the laws, rules/regulations and constitution of the College/Parent trust;
- (xiv) The MC shall have the authority to deposit the shares, securities or investments of the Association with the Bankers for safe custody and collections of interest, dividend, etc. and also to deposits the funds of the Association in the bank accounts opened in the name of the Association and operated jointly by any two or more persons appointed by the MC.



- (xv) It shall be lawful for the members of the MC to reasonably reimburse themselves, himself or herself or pay and discharge out of the properties/ funds of the Association, for all costs, charges and expenses incurred in carrying out of these presents or in or about the execution of these presents.
- (xvi) The members of the MC shall be chargeable only for such moneys or securities or other properties as they shall actually receive notwithstanding their signing any receipt for the same and shall be answerable and be accountable only for their own acts, receipts, neglects or defaults and not for others or of any bankers or of other persons with whom or into whose hands any monies or funds or securities may be deposited or come, unless the same shall happen through their own willful default.

4. ACCOUNTS:

The accounting year of the Association shall be from 1st April of the year to 31st March of the next year. However the accounts of the Association for the 1st time shall be made from the date of formation of the association to 31st March of the next year. The accounts shall be audited by a Chartered Accountant appointed by MC and audited financial statements namely, Balance sheet and Income & Expenditure Account shall be placed before Annual General Meeting.

5. INTERPRETATION:

The MC is the sole authority for the interpretation of the clauses of these presents and the decision of the MC upon any question of interpretation or upon any matter effecting the Association, shall be final and binding on the members.

6. AMENDMENTS:

The provisions of the Memorandum and Rules and Regulations of the Association may be amended, altered or added by a resolution passed in that regard by the eligible members of the Association, by a majority of not less than 51% of the eligible members present, in a Special General Meeting convened specifically for that purpose, with not less than 15 days' notice, provide that the amendments, alteration or addition, as the case may be has already been approved by the MC and the parent trust.

7. DISSOLUTION:

The Association may be dissolved by a resolution passed in that regard by the members of the Association, by a majority of not less than 3/5th of the eligible members present, in Special General Meeting convened specially for that purpose, with not less than 15 days' notice. In the event of such dissolution, the surplus funds and effects shall be transferred to the college or the parent trust as decided by the MC and ratified by the members.

The above Rules & Regulations of College Alumni Association are hereby approved and accepted by the Managing Committee on this 12th day of, year May, 2023

Sr. No.	Name, Address, Nationality	Designation	Signature
1.	Principal Dr Prashant H Shelar B/404, Versova Aditi CHS, Opp. Versova Telephone, Exchange, Four Bungalow, Mahada, SVP Nagar (Andheri West) Mumbai 400053 INDIAN	PRESIDENT	
2.	Mr. Kiran V Kamat Sheshgiri, 7 Saraswati Baug, Hindu Friends Society Road, Jogeshwari (East) Mumbai 400 060 INDIAN	TREASURER	

3.	Ms. Prachi D Shah D-24, Kailash Nagar, Shankar Lane, Kandivali (West) Mumbai 400 067 INDIAN	SECRETARY	<i>PDS Shah</i>
4.	Ms. Jigna Sadhu 2E/603, N.G. Suncity Phase – I, Thakur Village, Kandivali(East) Mumbai 400 100 INDIAN	STAFF MEMBER	<i>Jigna B. Sadhu</i>
5.	Ms. Anjali Gaikwad D-403, Raj Palace Apartment, Majaswadi, Jogeshwari (East) Mumbai 400 060 INDIAN	STAFF MEMBER	<i>Gaikwad</i>
6.	Mr. Iqbal S Baig Baig Chawal, Bandra Plot, Opp. New Masjid, Jogeshwari (East) Mumbai 400 060 INDIAN	STAFF MEMBER	<i>Iqbal</i>
7.	Mr. Kaushik N Shet Room No. 11, Gulam Hussain Chawl, Subhash Road, Jogeshwari (East) Mumbai 400 060 INDIAN	STUDENT LIFE MEMBER	<i>Kaushik</i>
8.	Ms. Purva P Tawde Room No.5, Bldg No. 6, Kokan Sagar, Kokan Nagar, Jogeshwari (East) Mumbai 400 060 INDIAN	STUDENT LIFE MEMBER	<i>Purva</i>
	Mr. Jay Patil Flat No 614, Sai Shakti Co-op. Society, Building, No. 8, M.M.R.D.A. Colony, Poonam Nagar, Andheri (East), Mumbai 400 093 INDIAN	STUDENT LIFE MEMBER	<i>Jy</i>

I identify the above 09 persons and their signatures.

PLACE: *Mumbai*

DATED: *2-6-2023*

22/06/23
J. P. TRIPATHI (M.A.L.L.B)
ADVOCATE HIGH COURT
R/O, Abudal Aziz Chawl, 24,
Room No.4, L.B.S. Marg Navpada,
Kurla (West), Mumbai-400070

BEFORE ME
26/6/2023
VILAS PRALHADRAO KATTI
ADVOCATE & NOTARY
C/1002 Deep Tower, Off. J. P. Road, D. N. Nagar, Andheri (W)
Mumbai-400 058

