



ONTARIO SENIOR TAMILS BENEVOLENT ASSOCIATION - (OSTBA)
EST. 2012. REG: NOT FOR PROFIT ORGANIZATION #1866873, ONTARIO, CANADA
ஓன்ராறியோ முது தமிழர் நலன்புரி ஆதாயமற்ற சங்கம் #1866873

THE CONSTITUTION OF OSTBA (Final Ver. 28.08.2021)

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1 The Name of the Association

The name of the Association shall be the "Ontario Senior Tamils Benevolent Association", referred to as OSTBA. Its functions will be supported by Not- for- Profit Senior Tamils Associations in the Province of Ontario. The membership is now open to all members of Not- for- Profit Senior Tamils Organizations registered in the Province of Ontario.

Since OSTBA is affiliated with the City of Mississauga, the Association will function from Mississauga and is registered with the Ministry of Government and Consumer Services as a Not-for-Profit Organisation under Registration number 1866873. (NEW)

The address of the office of OSTBA as at present will be 39, Dundas St East, Unit 201, Mississauga, ON, L5A 1V9 which may be subject to change if necessity arises. (NEW).

The mailing address of OSTBA as at present will be OSTBA, P.O. Box 48068, (Dundas & Sheppard intersection), Mississauga, ON L5A 4G8 (NEW).

2. Objectives of OSTBA

2.1 The primary objective of the Association is to create and operate a Death Donation Fund, which will relieve, at least in part, the considerable burden of expenses to be incurred on the demise of a member of the Association, by family members.

2.2 The Association would also render humanitarian assistance to members, inclusive of monetary awards, especially to those members suffering from Critical illnesses and those resident in Long Term Care homes with severe disabilities.

2.3 The above undertakings will be achieved on a co-operative and non-profit basis jointly by all members of the Association. Adequacy of funds will be a crucial factor in executing these programs, particularly the objectives mentioned in clause 2.2 above. The Association may engage in any activity identified and approved by the general membership and procure financial assistance from the State Sector.

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3. Membership & Contributions to the Trust Fund

3.1. Admission to the Association is limited to paid up members of the Senior Tamils organizations in the province of Ontario who are Permanent Residents or Citizens and, who are between sixty (60) and eighty (80) years of age and are free of any terminal illness as certified by the applicant at the time of admission. Confirmation of the status of their membership to be submitted by the respective Non- Profit Organizations at the time of admission, after that to be entitled to the Death Donation Benefit. The total membership of the Association is limited to 350 members only.

3.2. Application for membership shall be made to the Secretary of the Association on a prescribed form, along with a non-refundable admission fee of Dollars Twenty (\$20.00) and an agreement to make further consecutive contributions of twelve (12) monthly contributions of Dollars Twenty (\$20.00) beginning from the date of first instalment payment, towards the Death Donation Reserve Fund or pay in full which amounts to Dollars two hundred and forty (\$240.00). Collection of \$100.00 being administration costs and defaulted payments like Annual subscription fees of \$15/- per member could be set off against this amount, which totally belongs to OSTBA reserves.

3.3. The applicant should declare in his or her application form the names, postal address, telephone number, email address, if available, and telephone contacts of his two (2) beneficiaries in order of priority. If the application is accepted, he or she will be considered as a Provisional member and will be eligible to vote or be elected to the Board only after Accreditation.

3.3.1. Husband and Wife who wish to join the Association at the same time shall be granted a concession to pay, by either of them, dollars one Hundred and twenty (\$120.00) only, payable by lump sum or in six (6) monthly contributions of dollars of twenty (\$20.00). The total amount of contribution payable by a couple would be Dollars three hundred and sixty (\$360.00) only, instead of four hundred and eighty (\$480.00) usually paid. This concession shall be in force until the number of active members reaches the three hundred (300) mark. Entitlement to the Death Donation Benefit shall be after twelve (12) months from the date of the first instalment payment.

3.4. After the twelve (12) month period beginning from the date of first instalment payment and when he/her has completed the twelve (12) monthly contributions, he or she becomes an Accredited Member, and will be issued with an Accreditation Certificate and will be eligible to vote and contest for any position in the Board

3.5. A provisional member has the option of paying all his twelve (12) months contributions of Dollars Two hundred and forty (\$240.00) or portions of it as a lump sum, but entitlement to become an Accredited member is not possible, until the end of twelve (12) months from the date of first instalment payment.

3.6. In the event of the demise of a provisional member, all contributions, together with any amount remaining in the Mandatory Deposit Advance, shall be refunded to his or her beneficiary.

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3.7 Any member who fails to complete the twelve (12) monthly contributions within one year, will automatically forfeit his or her membership in the Association as well as his or her contributions. In exceptional cases, depending on the circumstances, a member may be allowed a grace period of three (3) months to complete the twelve (12) months payment and attain Accreditation status.

4. Death Benefit Payment

4.1 The Trustees of the Association on becoming aware of the demise of a member either through his or her Beneficiaries or otherwise, shall take necessary measures to make payment within three (3) working days of receipt of the certified copy of proof of death from the authorities.

The beneficiaries should provide satisfactory proof of the identities to any two members of the Board of Trustees. Any member has the right to change his or her beneficiaries or the shares due to them at any time in writing.

4.2. The first beneficiary would receive the full Payment unless the deceased member requested a shared payment between the two recipients. Maximum there can be only two (2) beneficiaries for each member. If the first beneficiary fails to claim a refund within ninety (90) days of the demise of the member, as decided by the Board, the second beneficiary will receive the full Payment. The beneficiary entitled to the death benefit should submit his or her claim on the prescribed form along with the certified copy of proof of death and his or her identity.

4.3.1 Members who have completed three (3) years in the Association shall be entitled to a refund of the initial contribution of two hundred forty dollars (\$240.00). This amount made by him or her to the death donation fund shall be added to the quantum of the Death Benefit payable to the beneficiary. This information shall be intimated to the members in writing. Members who have either defaulted or delayed in responding to two or more death calls will not be eligible for this Payment. The defaulted period is two (2) months.

4.3.2 A sum of Dollars one hundred (\$100.00) will be deducted from the initial payment of two hundred and forty (\$240.00) from the Death benefit amount payable to the Beneficiary/s of a member and Dollars one hundred (\$100.00) from the death benefit amount payable to the beneficiary/s of the husband and similarly Dollars one hundred (\$100.00) from the death benefit amount payable to the beneficiary/s of the wife. These so - called amounts deducted will be utilized to meet the operational costs (NEW).

4.3.3 An Annual Membership fee will be payable by every member. The annual membership shall be Fifteen (\$15) dollars per member. The membership fee shall be paid within two (02) months of the beginning of every financial year (March31), that is before May 31st of each year. If the fee is not paid within the

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specified date, the amount will be deducted from the initial payment of Dollars two hundred and forty (\$240) (NEW).

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5. Death Benefit Calls

5.1 The Operating Fund built by the contributions of members shall be replenished every time any amount is withdrawn from it for Payment of Death Benefit.

5.2 Immediately following a Death Benefit Payment, from the Association's Reserve Fund, every member, both provisional and accredited, shall be notified of the demise, and the Payment made to the beneficiaries. A request for payment of Dollars Twenty (\$20.00) by the members towards reimbursing the Association's Reserve Fund will be simultaneously made.

5.3 It is always mandatory on the part of every member to maintain a death call deposit of Dollar forty (\$40.00) at all times and top it up when this amount is exhausted. On the demise of a member, any amount outstanding in the mandatory deposit will be refunded along with the final payment to the beneficiary. If a member fails to co-operate in this arrangement to reimburse the fund, having given two (2) months grace period to replenish, his membership will cease, and all his contributions made earlier towards the fund will be forfeited after a letter is sent by Registered post to the address given in the application form and by email, if made available. Any unutilized amount in this deposit will be refunded to the beneficiaries along with the Death Benefit payment in the case of paid-up members.

5.3.1 All new members who join the Association will be exempted from the Payment of Death Call of Dollars twenty (\$20.00) on the demise of a fellow member for three (3) months from the date of admission.

5.4 If two (2) or more deaths take place within two (2) months, the request for the Death Call of Dollars twenty (\$20.00) may be staggered at the discretion of the Board of Trustees.

6. Death Benefit Quantum

6.1 Members who have completed five (5) years or more in service with the Association, the Death Benefit payable shall be computed at eighty-five (85%) of the amount calculated by multiplying the number of eligible members in the membership register (excluding those members mentioned in Article 5.3.1) as at the time of death by Dollars twenty (\$20.00). The balance fifteen percent (15%) will be retained by the Association to meet administrative costs.

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6.2 Members who have completed three to five years of service, the Death Benefit payable shall be eighty percent (80%), and the Association shall retain the balance twenty percent (20%) in the Trust fund.

6.3 Members who have completed less than three (03) years the Death Benefit payable shall be seventy five percent (75%), and the Association shall retain the balance twenty five percent (25%).

This rule will apply to members who joined after April 11,2018.

7. Management of OSTBA

7.1. If the Membership in OSTBA from any other Tamil Seniors Association reaches Fifty (50) members, a representative of that Association who is a member of OSTBA will be nominated by that Association for a term of two (2) years to look after any OSTBA related issues of the members from their Association in OSTBA. He attends the committee meetings and has voting rights.

7.2 The affairs of the Association shall be managed by the Board of Trustees consisting of, the President, the Vice President, the Secretary, the Additional Secretary, the Assistant Secretary, the Treasurer or Assistant Treasurer, and they are elected once in two (2) years at an AGM.

7.3 The Trustees of OSTBA are eligible for re-elections at the AGM.

7.4. The elected Board of Trustees will serve for two (2) years, and the election to the Board will be held once in two (2) years, effective from July 2019.

7.5. The Board of Trustees has the power to do all such acts as may appear to the Board to be necessary or desirable for the management of the affairs of the Association. It may invest funds in approved Banking Institutions for the benefit of the Association.

7.6. OSTBA, being incorporated as a Not- for- Profit Organization as per NPO law, has been entrusted with the custody of Trust funds. Hence the Board of Trustees shall not engage in any form of money lending practices with any other Organizations.

7.6.1 Any deviation from the above By-law 7.6 should have the approval of seventy five percent (75%) of the General Membership.

7.6.2 No board member of another Senior Tamil Association, registered in the Province of Ontario will be permitted to contest for a similar position in the board of OSTBA in an AGM or SGM held by OSTBA.

8. Duties of Office bearers in the Trustee Board

8.1 President

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The President remains in overall control and is responsible for the effective functioning of the Association. He shall preside at meetings of the Board of Trustees, as well as any General meetings of the membership.

8.2 The Vice President

He will assist the President in running the day- to- day activities smoothly and he will be in charge of all administrative matters of the Association.

8.3 Secretary/ Additional Secretary / Asst. Secretary

Subject to the general control of the President, the Secretary shall be responsible for the day- to- day activities and administration of the Association in collaboration with the Treasurer/Asst Treasurer. He shall maintain a record of the membership of the Association, indicating details of name, address, telephone number and similar details of their nominees together with the date of admission as a provisional member/ accredited member and payments etc. in a Membership Register. He shall summon meetings, Board as well as that of the General membership in consultation with the President and maintain a record of the proceedings. Besides, he shall attend to all correspondence relating to the Association and will be the custodian of the Books, Documents, and Securities of the Association.

The Additional and Asst. Secretaries will assist the Secretary in administrative matters and correspondence in running the day- to- day Activities smoothly.

8.4 Treasurer

The Treasurer shall deposit in the Bank all collections in respect of application fees, contributions, and donations to the Association and issue receipts thereof. He shall maintain a Petty Cash Imprest not exceeding One Hundred dollars (\$100.00) while effecting all payments authorized by the Board. He will also maintain an inventory (movable) of the items belonging to the Association. He shall present periodical financial statements and reports to the Board and submit financial statements at the end of the financial year to the Auditor. He must work in close collaboration with the President / VP/ Secretary/ Addl. Secretary and Asst Treasurer.

8.5: Asst. Treasurer

He/she will be responsible for maintaining the electronic records of members and accounts. He will also be responsible for payments received through e-Transfer from members and generally assist the Treasurer in the day- to- day work in the Accounts Section (NEW).

8.6: The members of the Board of Trustees should be computer literate and be able to communicate through email (NEW). Possession of IT knowledge will be an added advantage.

8.7: For the smooth functioning of OSTBA, Board positions could be interchanged within, if the entire board desires so and members will be advised accordingly (NEW).

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8.8: In the event urgent decisions have to be taken on routine administrative matters, in the absence of the entire board, the President or in his absence, the Vice President, Secretary and the Treasurer are empowered to make decisions provided all three (3) agree, failing, the entire board has to be consulted and unilateral decisions are not accepted (NEW).

9. Vacating the post of Trustee from the Board of Trustees

9.1 The office of the Trustee becomes vacant:

(1) If he/she absents himself without the approval of the Board for three (3) successive meetings

(2) Upon his/her resignation.

(3) Upon his/her death.

(4) Upon removal from office on disciplinary grounds as agreed by the Board of Trustees.

9.2. In all such instances, the Board of Trustees will immediately appoint replacements for such vacancies, subject to the approval of the membership, at the next AGM.

10. Resignation of members from OSTBA

Any member Provisional or Accredited may resign from the Association at any time. The member who wishes to leave will forfeit all payments made to the Association excluding Mandatory deposit.

If a member wishes to resign, he or she should make a written request to the President/ Secretary, under advice to the beneficiary/s, the member appointed. (NEW).

Re-joining members will be treated as new members. Members who have forfeited their membership due to the default of nonpayment of death calls and contributions may also join as new members.

10.1 If a member resigns and rejoins with the approval of the Board of Trustees, he will have to complete one year again to get an accreditation certificate. The following payments will have to be made: (a) Hundred Dollars (\$100.00) as penalty (b) Forty Dollars (\$40.00) Mandatory deposit (c) All death call dues outstanding at the time of resignation (NEW).

10.2 He/ She will not be eligible to vote or contest for a position in the Trustee Board for three (3) years unless otherwise decided by the Board of Trustees (NEW).

11. Trustees work as Volunteers

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The Board of Trustees hold office in an honorary capacity, and no Trustee shall directly or indirectly receive any profit from his position. However, the Trustees may be paid Travelling expenses, at Government, rates, if incurred, while performing their duties.

12. Honorary Auditor

The Association shall appoint an Honorary Auditor to audit the accounts of the Association. He or She shall submit his report to the Treasurer, who shall place it before the Board. These audited accounts along with the report of the Board shall be presented to the general membership at the Annual General Meeting. The Auditor shall not be a member of this Association.

12.1 Internal Auditor

: The Association, also, can appoint an Internal Auditor amongst the membership, who will carry out the internal audit functions of the Association. He or She may be called by the Board to attend certain Board meetings, when required but he or she will not have voting rights. (NEW).

13. Co-ordinator

The Board of Trustees may employ a part-time Coordinator to assist the Board of Management in the performance of their duties. The Board shall determine the responsibilities and wages of the part-time Coordinator. He or She should have IT knowledge and written/spoken skills in English and Tamil.

14. Funds of the OSTBA

14.1 The funds of the Association shall be deposited in one or more accounts in any recognized Bank and maintained in the name of the "Ontario Senior Tamils Benevolent Association," to build a sound capital to meet instant payments on the demise of members.

14.2. Withdrawals from the Donation Reserve would normally be done on receipt of a certified copy of the "Proof of death" of the late member to make Payment to the beneficiary/s. A certified copy of the proof of death should be filed in support of the payment. The bank account shall be operated jointly by the Treasurer or in his/her absence by the Assistant Treasurer and the President, Vice President, or the Secretary.

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15. OSTBA Members' meetings

15.1 The financial year of the Association shall be from the first day of April to the thirty-first (31st) day of March of the following year. The Annual General Meeting shall be held during June or July once in two (2) years to consider:

(a). Annual accounts and Audited report of the Auditor (b). Description of the Board of Trustees (c). Minutes of previous AGM (d.) AOB.

15.2 The notice of the AGM shall be sent to all members by Press Notification and Email, giving four (4) weeks notice along with the Agenda and the Audited Financial statement for the year.

15.3 Any member can bring a Resolution on any matter inclusive of a stated change in the Constitution at the AGM held once in two (2) years. He or she should submit the same, in the form obtained from the Secretary, duly proposed and seconded and submitted, two (2) weeks before the AGM. The Prescribed form will be available at the office four (4) weeks before the AGM. The Board of Trustees will review the resolutions and submit them along with their comments to the membership at the AGM. (NEW).

15.4 The Quorum for any General Meeting shall be fifteen percent (15%) of the membership. If there is no quorum within one (1) hour of the appointed time, the meeting will be adjourned to be held within fourteen days (14), failing which, the meeting shall be held at the earliest convenient date, on which date it will be held even without a quorum.

15.5 The decision on any matter will be by a simple majority. In the case of an amendment to the Constitution, the majority should be Seventy-five percent (75%) of the members present at that meeting. Voting shall be by show of hands or by secret ballot if the membership so desires. In the case of a Tie, the President will have a casting vote.

15.6 AMEND: A Special General Meeting could be held if the two-third majority of the Board of Trustees decides or if thirty percent (30%) of the membership make a written request stating the reason for such a meeting. Fourteen (14) days' prior notice for such meetings is required.

16. Trustee Board meetings

16.1 The Board of Trustees shall meet as often as necessary and, in any case, not less than four (04) times in each financial year, giving one (1) week notice to the members. The Board of Trustees shall be appointed by the members once in two (2) years starting from July 2019

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16.2 Emergency meetings could be convened by the President or at the request of four (4) Trustees giving a minimum of twenty-four (24) hours' notice. The quorum for the Board meeting is five. Decisions shall be by a simple majority, and in the case of a tie, the President has the casting vote.

16.3 The Board of Trustees will make decisions on all operational matters and when changes to the Constitution are required due to certain clauses affecting the Association such changes in the form of amendments will be ratified at the AGM after informing the members when changes occurred (New).

17. Elections to the Board of Trustees

17.1 Application for nomination to the Board of Trustees should reach the Secretary or the Association's office two (2) weeks before the date of the Annual General Meeting. The nomination should be made in the prescribed form available at the office four (4) weeks before the AGM, with a proposer and seconder's signature and the consent of the nominee in writing (AMENDED).

17.2 A member may be nominated to only one (1) position on the Board. If a member is nominated to more than one (1) position, all nominations of that member shall be rejected.

17.3 Any candidate is at liberty to withdraw his candidacy before the elections, but he/she shall not be nominated to any position after his withdrawal.

17.4 After finalizing, the Secretary shall put up the approved list of candidates on the notice board.



17.5 If any post remains unfilled at the AGM, the Board of Trustees shall appoint a suitable person to fill such vacancy .at a later date

17.6 In exceptional circumstances, any member with specialized Skills like IT knowledge, Administrative experience, and Accounting knowledge, may be appointed to the Board of Trustees with the unanimous approval of the Board.

18. Use of Common Seal

The common Seal of the Association shall be kept in the custody of the Secretary. The Seal should not be affixed to any instrument except by the authority of the Board of Trustees.

19. Misconduct by Members and Trustees

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If, in the opinion of the Board of Trustees, the conduct of a member or a Trustee is prejudicial to the interest and detrimental to the good name of the Association, the Board of Trustees shall bring it to the notice of the membership at a General Meeting. The member/Trustee will be afforded an opportunity to explain his conduct either verbally or in writing and the membership shall take suitable action as it deems fit.

20. Disciplinary action & Appeals

All complaints regarding the behavior or code of conduct of members or member of the Board of Trustees should be submitted in writing to the Secretary. The committee has the power to reject or investigate the complaint. In the case, the committee decides to investigate, a committee consisting of two (2) Trustees will be nominated by the Trustee Board to inquire into the complaint and submit a report to the Trustee Board.

Based on the report, appropriate disciplinary action, including the termination of membership may be taken. The outcome of a disciplinary hearing should be notified in writing to the person who complained and the member against whom the complaint was made within fourteen (14) days after the investigation.

There will be the right of appeal to the Trustee Board following disciplinary action being announced. The committee should consider the appeal within four (4) weeks of the Secretary receiving the appeal. The outcome of the appeal will be notified to the person against whom action was taken (NEW).

21. Indemnity of the Board of Trustees

Every member of the Board of Trustees of the Association shall be indemnified out of the assets of the Association, against any liabilities arising out of the lawful duties of their office, which is incurred by the member in defending any proceedings whether civil or criminal in which judgement is given in his/her favour or in which he or she is acquitted.

22. Conflict of Interest

All members of the OSTBA Trustee Board are required to avoid engaging in acts that could cause real or potential conflicts of interest to arise. Conflicts of interest include but are not limited to, gaining financial or other benefits as a result of Trustee Board members' relationship with the OSTBA. If members encounter a potential conflict of interest, (i) they should be aware that the interests and values of the OSTBA take precedence over their interests, and (ii) they must take all reasonable measures to immediately extricate themselves from the circumstances that are causing potential conflicts of interest to arise.

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Penalties for members who are perceived to have violated conflict of interest rules include, but are not limited to, immediate dismissal from the Trustee Board (NEW).

23. Code of Conduct

The conduct of all members of the OSTBA must conform to all legal, ethical, and professional standards expected of members of an Ontario non-profit organization. Their conduct must protect the values and interests of the OSTBA. Penalties for members who are perceived to have violated the Code of Conduct include, but are not limited to, immediate dismissal from the OSTBA, if found guilty after a disciplinary inquiry as stipulated in the clause 19 of this Constitution (NEW).

24. Member's Liability

Debts and liabilities or costs and charges and expenses of the winding up of the Association are limited to the amount, if any, unpaid dues by the provisional member/member in respect of his membership of the Association.

25. Interpretation and Decisions

25.1 Where only the masculine gender is mentioned, in this Constitution, the feminine gender will also be applicable.

25.2 The interpretations of any part of this Constitution by the Board of Trustees or decisions on any matter not provided in the Constitution shall be final

25.3. The Constitution shall be made available in the Tamil Language as well. In the event of any disparity between the English and the Tamil version, the English one shall prevail.

26. Validity of Communications

All communications sent by post to Provisional Members/ Accredited Members and their nominees to their addresses appearing in the Association's Register shall be deemed to have been received by the individuals concerned. Therefore, it is their legal responsibility of the members to inform the Secretary of the Association of any changes in their vital data promptly.

27. Dissolution of the Association

AMEND :If at any time, the members fail to co-operate in their responsibility to reimburse the Donation Reserves in response to the call made on the demise of their

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colleagues to the extent, the scheme becomes inoperable, or for any other valid reason, the Association reserves the right of winding up of the Association after handing over the remaining fixed and liquid assets, to the Members divided based on the number of years served as a member. Permission to be obtained from the Ministry before any action is taken.

28. Appointment of a Patron

A person who has been involved in the formation and functioning of the Association may be appointed as Patron by the Trustee Board. He may participate at Board meetings but will not be eligible to vote but can be an observer at the Board meetings.

This Constitution has been evolved incorporating all amendments approved by the General Membership of the Ontario Senior Tamil Benevolent Association (OSTBA) at the Annual General Meeting held on August 28.2021

29. Glossary of Terms

OSTBA – Ontario Senior Tamils Benevolent Association

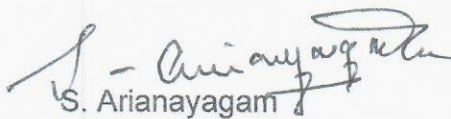
AGM – Annual General Meeting

SGM – Special General Meeting

AOB – Any Other Business

ON – Ontario

DEFAULT - The default period is two (2) months


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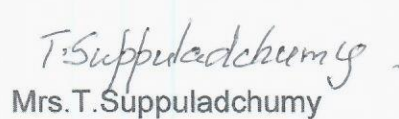
President

Date: August 28.2021


J.S. Bastiampillai

Vice President

August 28.2021


Mrs. T. Suppuladchumy

Secretary

August 28.2021

Approved at the AGM held on August 28.2021

Office Address: 39 Dundas Street (E), Unit 201, Mississauga, ON, L5A 1V9

Mailing address: OSTBA P.O.BOX, 48068, (Dundas & Sheppard intersection), Mississauga

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