

THE COMPANIES ACT, 1956
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING ANY SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
INDIAN RUGBY FOOTBALL UNION

- I. The name of the Company is "**INDIAN RUGBY FOOTBALL UNION**".
- II. The registered office of the Company shall be situated in the State of Maharashtra i.e. in the jurisdiction of Registrar of Companies, Maharashtra.
- III. The objects for which the Company is established are :

A. MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION :

To establish, promote, arrange, regulate, organize, encourage, support, assist, aid and/or control the game of Rugby-Football in India and give the Company's decision on all matters which may be referred to the Company by any State, Regional or other Association.

B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENTS OF THE MAIN OBJECTS :

1. To encourage the formation of zonal, regional, state, city, club, university, college, school or other Rugby-

Football Associations and the organization of Inter-State and other tournaments.

2. To arrange, control, regulate and, if necessary, finance visits to India, of teams that are members of the International Rugby Board and/or teams of other countries, whether national or otherwise.
3. To arrange, control, regulate and finance visits of an Indian Rugby-Football Team (that is to say, a national team) and/or any other teams, whatsoever (whether zonal, regional, state, city, club, university, college, school or other) to countries that are members of the International Rugby Board or elsewhere in conjunction with the bodies governing Rugby-Football in the countries to be visited.
4. To promote the game throughout India by organizing, encouraging, supporting, assisting and/or aiding, seminars, classes, discussions, coaching schemes, tournaments, exhibition matches, workshops, training centres or in any other manner, whatsoever.
5. To foster the spirit of sportsmanship and the ideals of Rugby-Football amongst students of Schools, Colleges and Universities, the police forces, the armed forces, the paramilitary forces and/or any other governmental and/or statutory organisations and to educate them in the same.
6. To frame the Laws of Rugby-Football in India and to make any alterations, modifications, amendments or additions, whatsoever, to the Laws of Rugby-Football in India, whenever desirable or necessary.

7. To purchase, take on lease, exchange, mortgage, or otherwise acquire any lands, buildings, easements, rights or common use of property (whether immovable or moveable), which may be required for the purpose of or conveniently used or held in connection with any of the abovementioned objects and to sell, manage, mortgage, lease, demise, exchange, dispose of, alienate, improve, work, develop, charge, hypothecate, enfranchise, turn to account and/or otherwise deal with in any manner whatsoever, all or any part of the rights and/or undertaking and/or property (whether moveable or immovable) of the Company or any part/s thereof for such consideration as the company may think fit, and in particular, without prejudice to the generality of the foregoing, for consideration by way of debentures or such other debt securities of any other company whether or not having objects altogether or in part similar to those of the company.
8. To collect funds and wherever necessary borrow with or without security and to purchase, redeem or pay off any such securities subject to the provisions of the Companies Act, 1956.
9. To carry on the export and/or import of any equipment, goods, materials, items, accessories or things connected with the main objects of the Company, including the entering into any franchise agreement (whether as a franchisee or franchiser) with any Government (whether central or state), companies, financial institutions, bodies politic, bodies corporate (whether of the private, joint or public sector), government companies or public/statutory/ local undertaking or authorised (whether of the private, joint or public sector), firms, agencies

- institutions societies, trusts, funds, associations of person or person whomsoever, with a view to promoting or furthering the objects of the Company.
10. To donate such sum or sums for (a) such causes as would be deemed fit by the Company conducive to the promotion of the game of Rugby-Football; (b) the benefit of the Rugby player or his widow or children as the Company may deem fit; (c) any other person who has served Rugby- Football or his widow or his children as the Company may consider fit.
11. To organise matches in aid of Public Charities and Relief Funds.
12. To lay out any ground for playing the game and for other purposes and to provide pavilions, canteens and other conveniences and amenities in connection with the main objects of the company.
13. To impart physical education through the medium of Rugby-Football.
14. To acquire movable and immovable property and to apply both the capital and income thereof and the proceeds of the sale or mortgage thereof, for or towards, all or any of the objects of the Company.
15. To introduce professionalism in the players of the game of Rugby Football and to implement the same.
16. To take such action as may be necessary to co-ordinate the activities of affiliated associations or institutions and their members in relation to the Company and amongst themselves.

17. To select teams to represent India in test matches, whether official or unofficial and whether played in India or abroad, and to select such other teams as the Company may decide from time to time.
18. To start or sponsor and/or to subscribe to funds or stage a match for the benefit of the players or persons who may have rendered service to the game of Rugby-football or for their families or to donate towards the development or promotion of the game.
19. To appoint managers, coaches and other officials of Indian teams, whether the national team or otherwise.
20. To appoint a representative or representatives for India on the International Rugby-Football Board and/or The Asian Rugby-Football Union and any other conferences, meetings or seminars, connected with the game of Rugby-Football.
21. To retain and/or employ, appoint, executives, development officers, secretaries and assistant secretaries, clerks, managers, coaches, professional rugby-football players, umpires, scorers, statisticians, grounds-men, peons, servants and other service personnel and staff and to pay them remunerations, salaries, wages, gratuities, pensions, honorariums, compensations, ex-gratia payments, provident funds or any other benefit in money or moneys worth in return for their services rendered to the Company, and to remove or dismiss such employees.
22. To prepare, edit, promote, write, publish, print, issue, maintain, circulate and finance, books, papers, journals, magazines, periodicals and/or other literary undertakings of or bearing upon Rugby-Football and

to establish, form and maintain, museums, collections or libraries of literature, statistics, data and/or other information relating thereto.

23. To apply to the Government (whether central or state), any companies, financial institutions, bodies politic, bodies corporate (whether of the private, joint or public sector), government companies or public/statutory/local undertakings or authorities (whether of the private, joint or public sector), firms, agencies, institutions, societies, trusts, funds, associations of persons, bodies of individuals or any other person or persons whomsoever, for and to accept grants of money, equipment, land, buildings, donations, gifts, subscripts, and other assistance with a view to promoting or furthering the objects of the Company and to conform to any proper conditions on which such grants and other payments may be received subject to the compliance with the relevant provisions of the Companies Act, 1956.
24. To obtain recognition, enrol as members and/or continue as members, from and/or of, The Ministry of Sports (Government of India), The Indian Olympic Committee, The International Rugby Board, The Asian Rugby-Football Union and/or any other necessary organization (whether international or otherwise) with a view to promoting or furthering the objects of the Company.
25. To establish, promote, co-operate with, become a member, act as or appoint trustees, agents, or delegates to co-ordinate, of or financial assistance to, or otherwise assist, the work of any association and institutions and other bodies engaged in any of the objects which this Company is authorised to carry

on, or engage in any other object capable of being carried out so as to benefit the company in the attainment of its main objects.

26. To encourage, assist, aid and support any persons, bodies, organizations, companies, firms, authorities, institutions, societies, trusts, funds and/or agencies established for the purpose of carrying out any of the objects for which this company is formed.
27. To appeal, solicit, receive or accept gifts, donations, contributions or funds, in cash or in kind, from the Government (whether central or state), any companies, financial institutions, bodies politic, bodies corporate (whether of the private, joint or public sector), government companies or public/statutory/local undertakings or authorities (whether of the private, joint or public sector), firms, agencies, institutions, societies, trusts, funds, associations of persons, bodies of individuals or any other person or persons whomsoever, on such terms and conditions and subject to the law, for the furtherance of the objects of the Company or for any one or more of them, not in consistent with the objects and constitution of the Company.
28. To deal with or otherwise invest the funds of the Company not immediately required in purchase of immovable property in Mumbai and elsewhere, and in debentures and other such debt securities, bank accounts, lockers, fixed deposits, mutual funds, bonds, units, units of the Unit Trust of India, government securities, government bonds, government schemes, and in obligations and securities issued or guaranteed by any company constituted for carrying on business in India or

elsewhere and/or guaranteed by any Government (whether central or state), any bodies politic, bodies corporate (whether of the private, joint or public sector), government companies or public/statutory/local undertakings or authorities (whether of the private, joint or public sector), whether in India or elsewhere and to sell, deal in or otherwise dispose of the same so as to further the main objects of the Company.

29. To borrow, raise or secure the payment of money from the Government (whether central or state), any companies, financial institutions, bodies politic, bodies corporate (whether of the private, joint or public sector), government companies or public/statutory/local undertakings or authorities (whether of the private, joint or public sector), firms, agencies, institutions, societies, trusts, funds, associations of persons, bodies of individuals or any other person or persons whomsoever, in such manner and on such terms and with such rights, powers, privileges as the Company shall think fit, so as to further the objects of the Company subject to compliance of provisions of section 58A of the Companies Act, 1956.
30. To promote and effect incorporation under the Companies Act, 1956, or under any other law for the time being in force, or otherwise, of any company or companies or trust/s or institution/s or association/s with similar objects as this company or to join with any person or persons in promotion or corporation as such company or companies or trust/s or institution/s or association/s.
31. To amalgamate with or take over the ownership or management or administration of any other company,

association, institution or organization (whether incorporated or not), having objects similar to those of the Company on such terms and conditions as the Company may think fit and manage the same accordingly.

32. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any special or other fund, whether for depreciation or repairing, improving, extending or maintaining any of the rights and/or undertaking and/or property (whether moveable or immovable) of the Company or any part/s thereof, or for any other purpose as the Company thinks fit.
33. To pay all costs, charges and expenses preliminary and incidental to the promotion and formation of the Company.
34. To refer to or agree to refer any claims, demands, disputes or any other question by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or members or its/his/her/their representatives or between the Company and third parties, to arbitration and observe and perform and to do all acts, matters and things to carry out or enforce the awards.
35. To enter into contracts, agreements and arrangements with the Government (whether central or state), any companies, financial institutions, bodies politic, bodies corporate (whether of the private, joint or public sector), government companies or public/statutory/local undertakings or authorities (whether of the private, joint or public sector), firms, agencies, institutions, societies, trusts, funds, associations of

persons, bodies of individuals or any other person or persons whomsoever that may seem conducive to the Company's objects or any of them and to obtain from any of the aforesaid, any rights, privileges, charters, contracts, licenses and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply therewith.

36. To open, maintain, adjust, start or close, accounts of any nature and description whatsoever, with any bank or banks, as may from time to time be thought fit, and to operate upon, pay into and withdraw money, from such accounts and do all acts necessary for such purpose, in or outside India.

PROVIDED THAT the Company shall not support with its funds or endeavour to impose on or procure to be observed by its members or others, any regulation or restriction which, if any object of the Company, would make it a Trade Union.

C. OTHER OBJECTS : NIL

IV. The objects of the Company shall extend to the whole of India.

- V. 1. The income and property of the Company, whensoever desired shall be applied solely for the promotion of its objects as set forth in this Memorandum.
2. No portion of the income or property aforesaid shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise by way of profits, to persons who at any time are, or have been,

members of the Company or to any one or more of them or to any persons claiming through any one or more of them.

3. Except with the previous approval of the Central Government, no remuneration, or other benefit in money or moneys worth shall be given by the Company to any of its members, whether officers or servants of the Company or not, except payment of out of pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the Company.
4. Except with the previous approval of the Central Government, no member shall be appointed to any office under the Company which is remunerated by salary, fees or in any other manner not excepted by sub-clause (3).
5. Nothing in this clause shall prevent the payment by the company in good faith of reasonable remuneration to any of its officers or servants (not being members) or to any other person (not being a member) in return for any services actually rendered to the Company.

VI. No alteration shall be made to this Memorandum of Association or to the Articles of Association of the Company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Regional Director, Western Region, Department of Company Affairs, Mumbai.

VII. The liability of the members is limited.

VIII. Each member undertakes to contribute to the assets of

the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of the debts or liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributories among themselves such amount as may be required not exceeding a sum of Rs. 5,000/- (Rupees Five Thousand only).

- IX. True accounts shall be kept of all sums of money received and expended by the company, and the matters in respect of which such receipt and expenditure take place, and of the property, credits and liabilities of the company; and subject to any reasonable restrictions as to the time and manner of inspecting the same that maybe imposed in accordance with the regulation of the Company for the time being in force, the accounts of the Company shall be open to the inspection of the members and once in every year, the accounts shall be examined and the correctness of the balance-sheet and the income and expenditure account ascertained by one or properly qualified auditor or auditors.
- X. If upon a winding up or dissolution of the Company, there remains after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the Company but shall be given or transferred to such other Company having objects similar to the Company at or before the time of dissolution or in default thereof by the High Court of Judicature that has or may acquire jurisdiction in the matter.

XI. We, the several persons whose names, addresses, descriptions and occupations are hereunto subscribed, are desirous of being formed into a company, not for profit, in pursuance of this Memorandum of Association.

Names and Descriptions of Subscribers	Addresses and Occupations of Subscribers	Sign. of Subs.	Name, Address, Description, Occupation and Signature of the Witness to all Subscribers
1. Aga Raza Hussain S/o. Late M.S. Hussain	10, Daryanagar House, 69, Maharshi Karve Rd., Mumbai 400 002 Business	Sd/-	Witness to All Sd/- Sanjay Makhija S/o. Lakhmichand L. Makhija C/o. S.L. Makhija & Co. Chartered Accountants Neeta Bldg., 90, Marine Drive, Mumbai 400 002 Chartered Accountant
2. Pramod Kishanchand Khanna S/o. Late Kishanchand Khanna	33C, Raj Mahal Altamount Road, Mumbai 400 026 Business	Sd/-	
3. Boman Dara Daver S/o. Dara. S. Daver	Appa Baug Estate, 41, Maharshi Karve Rd., Mumbai 400 002 Business	Sd/-	
4. Darius Behman Moos S/o. Late Dr. B. S. Moos	409, Cumballa Crest, 42, Peddar Road, Mumbai 400 026 Advocate	Sd/-	
5. Salim Hussein Tyebjee S/o. Hussein Tyebjee	10, Nowrojee Mansion 31, Wodehouse Road, Mumbai 400 039 Business	Sd/-	
6. Maneck Behram Unwalla S/o. Late B.B. Unwala	Gazdar House, 45, Warden Road, Mumbai 400 026 Business	Sd/-	
7. Chaitanya P. Sinh S/o. Pushpendra Sinh	33B, Meherina Off Napean Road, Mumbai 400 006 Business	Sd/-	

Mumbai, dated this 30th day of April, 2001