

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

ARTICLES OF ASSOCIATION
OF
INDIAN RUGBY-FOOTBALL UNION

The Regulations contained in Table C of the First Schedule to the Companies Act, 1956 shall apply to this company (IRFU), save and in so far as they are expressly or impliedly excluded or modified by these following Articles.

1. In these Articles, unless there be anything in the context or meaning, inconsistent therewith, the following expressions shall have the meanings respectively set against them :-

- (a) “Board of Directors” or “Board” means the Board of Directors for the time being of IRFU
- (b) “Director” or “Directors” means a Director or the Directors for the time being of IRFU
- (c) “IRFU or Company” means Indian Rugby Football Union
- (d) “Junior Tournament” means any Rugby tournament held and conducted by IRFU, for Players under the age of 19 years only.
- (e) “Laws of the Game” means the laws of the game of Rugby-Football as framed from time to time by “World Rugby” (formerly called the “International Rugby Board”)
- (f) “Managing Committee” means the Managing Committee to whom is entrusted by the Board, the management of the affairs of IRFU, and, shall comprise of only Directors
- (g) “Member” means a member of IRFU, and includes a Representative of a Member
- (h) “Office” means the Registered Office of IRFU

- (i) “Player” means a Rugby Player playing Rugby
- (j) “Representative” means an individual who represents each Member
- (k) “Rugby” means the game of Rugby-Football as played under the Laws of the Game and under the Tournament Rules, including, but not limited to, the following forms of Rugby, for all genders and ages, viz. Rugby Union, Fifteen-a-Side Rugby, Seven-a-Side Rugby, 10-a-Side Rugby, 12-a-Side Rugby, Touch Rugby, Touch, Tag Rugby, Flag Rugby, Non-Contact Rugby, Beach Rugby, Snow Rugby, Wheelchair Rugby, Underwater Rugby.
- (l) “Seal” means the Common Seal of IRFU
- (m) “the Act” means The Companies Act, 1956
- (n) “the Seal” means the common seal of IRFU
- (o) “Tournament Rules” means the rules framed by IRFU for the purpose of conducting all Rugby tournaments, matches and/or games of whatsoever name or description
- (p) “Tournament” means any Rugby tournament held and conducted by IRFU (including, without limitation, The All India & South-East Asia Rugby Tournament and The All India Seven’s Tournaments)
- (q) “Vice President” or “Vice Presidents” mean a Vice President or the Vice Presidents of IRFU
- (r) “Year” means a financial year commencing from the 1st day of April and ending on the 31st day of March of the following year.
- (s) “Zone” means the North, South, East, West and Central Zones.

(t) “North Zone” shall mean the following States and/or Union Territories of India only :

- 1. Jammu & Kashmir**
- 2. Himachal Pradesh**
- 3. Punjab**
- 4. Chandigarh (UT)**
- 5. Haryana**
- 6. Uttaranchal**
- 7. Delhi**

(u) “South Zone” shall mean the following States and/or Union Territories of India only :

- 1. Tamilnadu**
- 2. Kerala**
- 3. Karnataka**
- 4. Andhra Pradesh**
- 5. Telangana**
- 6. Pondicherry (UT)**
- 7. Lakshwadweep (UT)**
- 8. Andaman & Nicobar Islands**

* (v) “East Zone” shall mean the following States and/or Union Territories of India only :

- 1. Bengal**
- 2. Meghalaya**
- 3. Assam**
- 4. Arunachal Pradesh**
- 5. Nagaland**
- 6. Manipur**
- 7. Mizoram**
- 8. Tripura**
- 9. Sikkim**

(w) “West Zone” shall mean the following States and/or Union Territories of India only :

- 1. Maharashtra**
- 2. Rajasthan**
- 3. Gujarat**
- 4. Goa**
- 5. Daman & Diu (UT)**
- 6. Dadra & Nagar Haveli (UT)**

** Altered pursuant to special resolution passed by the share holders of the company at their meeting held on 10th June 2005.*

(aa) “Central Zone” shall mean the following States and/or Union Territories of India only :

- 1. Uttar Pradesh**
- 2. Bihar**
- 3. Jharkhand**
- 4. Chattisgarh**
- 5. Orissa**
- 6. Madhya Pradesh**

2. IRFU is a private company (within the meaning of Section 3(1)(iii) of the Companies Act, 1956) limited by guarantee and, accordingly :-

(a) the number of Members of IRFU (exclusive of (i) persons who are in the employment of IRFU and (ii) persons who having been formerly in the employment of IRFU, were Members of IRFU while in that employment and have continued to be Members after the employment ceased) shall be limited to fifty (50);

(b) no invitation shall be issued to the public to subscribe debentures of IRFU; and,

(c) no invitation or acceptance of deposits from persons other than its members/directors or their relatives shall be issued or accepted.

STATUS OF IRFU :

3. IRFU shall be the sole and supreme controlling body for the conduct of Rugby-Football in India subject to the rules and regulations :

(a) governing such sports organisations under the relevant laws prevailing in India;

(b) of World Rugby; and,

(c) the Asian Rugby Football Union (“ARFU”).

REGISTERED OFFICE AND HEAD OFFICE OF IRFU :

4. The Registered Office and the Head Office of IRFU shall be located at Mumbai.

MEMBERSHIP OF IRFU :

5. Membership of IRFU shall be confined to the following three (3) classes of Members only :-

- (a) Founder Members;
- (b) Patron Members; and,
- (c) Permanent Members.

6. The Founder Members shall be the subscribers to this Memorandum and Articles of Association and shall automatically retire at the first annual general meeting as specified in Article 66 herein subject to compliance of the provisions of Companies Act, 1956.

7. The Patron Members shall always be The Bombay Gymkhana Limited, Mumbai and The Calcutta Cricket and Football Club Limited, Kolkata (Calcutta).

*** 8. The following shall be Permanent Members :-**

(a) one from each of the following Zones, who shall, on prior written permission and direction of IRFU, form and register/incorporate (as soon as possible after the incorporation of IRFU), a legal body/entity (by whatever name called), each whereof shall be the sole controlling authority (subject to Article 3 herein) for its Zone (save and except for the Patron Members and the Indian Army), in respect of the conduct of Rugby-Football :-

- (i) North Zone;
- (ii) South Zone;
- (iii) East Zone;
- (iv) West Zone; and,
- (v) Central Zone.

(b) Services Sports Control Board (“the SSCB”), which is the controlling body for all sports for the Indian Armed Forces; and,

(c) any Central Government entities, para-military forces, institutions, bodies, organizations or agencies, as may be decided by the Board from time to time.

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NUMBER OF MEMBERS :

9. The subscribers to the Memorandum of Association of IRFU and such other persons (who shall only be the Patron or the Permanent Members as specified in Article 7 & 8 herein) shall be Members.

10. The number of Members with which IRFU proposes to be registered is seven (7), but the Board may, from time to time, register an increase of Members (not exceeding fifty (50), excluding any employees).

11. There shall always be only two (2) Patron Members and the membership of the Permanent Members shall not exceed such maximum number as may be decided by the Board, from time to time.

APPLICATION FOR MEMBERSHIP :

12. All applications for membership should be made in the form prescribed by Board, and the Board may, in its sole, absolute and uncontrolled discretion, accept or reject any application without assigning any reasons, whatsoever.

COMPLIANCE OF MEMBERS :

13. All Members :-

(a) shall be bound by these Articles, the Laws of the Game, the Tournament Rules, any other rules, regulations or bye-laws, decisions, directions and byelaws, that may be made from time to time, by IRFU at any annual or extraordinary general meeting, the Board, the Managing Committee or any Sub-Committee, pursuant to the powers vested in them by these Articles; and,

(b) which are non-individuals shall be eligible to appoint one Representative (for each such Member) to attend, participate and vote in the meetings (whether of the Board, or general).

GROUND FOR TERMINATION OF MEMBERSHIP :

14. A Member shall automatically cease to be a Member of IRFU :-

(a) if, by a letter addressed to IRFU, such Member voluntarily resigns membership and pays all debts due by such Member to IRFU; and,
(b) upon winding up or dissolution;

*** 15. A Member may cease to be a Member of IRFU :-**

(a) on such Member's failure to pay any annual subscription or other dues due to IRFU or failure to submit accounts or statements required under Articles 18 to 22 herein;

(b) if such Member has been guilty of such conduct, as the Board considers detrimental to the prestige or interest of IRFU, the other Members or the game of Rugby-Football in general; or,

(c) if such Member wilfully refuses or neglects to comply with any of these Articles.

(d) Provided that, the **SSCB** and any Permanent Member covered by Article 8 (c), shall not be obliged to submit its accounts as aforesaid.

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*** DISCIPLINARY ACTION FOR MEMBERS :**

16. If any Member fails to pay any annual subscription or other dues due to IRFU or fails to submit accounts or statements (required under Articles 18 to 22 herein) for a period of three months, the Board shall give one (1) month's notice in writing to such Member to comply with such default, and if such Member fails to so comply, the Board may thereafter, at its own discretion, remove the name of such Member from the Register of Members and thereupon such Member shall cease to be a Member. IRFU shall have the right to recover the amount from such Member notwithstanding termination of membership. Provided that, the **SSCB** and any Permanent Member covered by Article 8 (c), shall not be obliged to submit its accounts as aforesaid.

17. If any Member has been guilty of such conduct, as the Board considers detrimental to the prestige or interest of IRFU, the other Members or the game of Rugby-Football in general, or, if any Member wilfully refuses or neglects to comply with any of these Articles, such Member shall be liable to be cautioned, suspended or expelled from IRFU by a resolution adopted at a meeting of the Board. No Member suspended or expelled under this Article shall be entitled to any refund of any fees or subscriptions, whatsoever.

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ADMISSION FEE, ANNUAL SUBSCRIPTION AND ACCOUNTS OF TOURNAMENTS :

18. Every Member shall pay a one-time admission Fee and an annual subscription as shall be determined by the Board from time to time.

19. The annual subscription shall be payable on or before 30th September of each year.

20. All other dues as appearing in the books of accounts of IRFU shall also be payable before 30th September of each year.

21. All Members, if required under the Tournament Rules or under any resolution or decision of the Board shall submit the accounts or the statement connected with accounts of any tournament, match or otherwise within the period stipulated thereunder.

*22. Save and except for the **SSCB** and any Permanent Member covered by Article 8 (c), every Permanent Member shall annually submit to the Board, before 31st September of each year, the following :-

(a) the composition and structure of its organization;

(b) the names of the members of its governing body, its office bearers and their designations and tenures;

(c) a list of its members and their respective compositions, structures, governing bodies, office bearers, designations and tenures; and,

(d) its audited statement of accounts and balance sheets.

** Altered pursuant to special resolution passed by the share holders of the company at their meeting held on 10th June 2005*

VOTING RIGHTS, ATTENDANCE AND PARTICIPATION AT MEETINGS :

23. Every Member shall have one vote.

24. All Members shall be eligible to attend, participate and vote in the meetings of IRFU through one Representative only.

25. No Member shall have the right to vote at the Annual or any other meeting of IRFU or to be elected to the Board, the Managing Committee or any Sub-Committee unless such Member's annual subscription and other dues (specified in Articles 18 to 22 herein) have been received by IRFU 15 (fifteen) days prior to such meeting/s and/or election/s provided that a notice in writing has been given to such member before 31st July to pay the Annual Subscription and the other dues.

*26. A Member required under the Rules of the tournament or under any resolution or decision of the Board or the Managing Committee failing to submit the accounts or the statement connected with accounts of any tournament, match or otherwise within the period stipulated thereunder, shall not be entitled to vote at the Annual or any other meeting of IRFU or to be elected to the Board, the Managing Committee or any Sub-Committee, provided that a notice in writing for submission of such accounts and statements has been given before 31st July of that year and such accounts and statements are not submitted within 15 (fifteen) days after the receipt of such notice. Provided that, the **SSCB** and any Permanent Member covered by Article 8 (c), shall not be obliged to submit its accounts as aforesaid.

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27. Notwithstanding anything contained in this Article, nothing shall prevent the Board from permitting a Member to vote at the Annual or any other meeting of IRFU or to be elected to the Board, the Managing Committee or any Sub-Committee or extending time for payments of dues or submitting of accounts and statements beyond the periods specified in this regard.

THE BOARD OF DIRECTORS :

28. The first members of the Board shall be the subscribers to the Memorandum of Association of IRFU, who shall be empowered to exercise all the powers, authority and discretion, exercisable by the Board.

29. The aforesaid first members of the Board, shall automatically retire at the first annual general meeting (as specified in Article 66 herein), provided however that, they shall be eligible for election/appointment as members of the Board.

COMPOSITION OF THE BOARD OF DIRECTORS :

30. The Board of Directors of IRFU shall not have less than less than two (2) Directors and more than fifteen (15) Directors and shall be comprised of :-

- (a) a Director who shall hold the post of President;
- (b) two (2) Directors who shall hold the post of Vice President;
- (c) a Director who shall hold the post of Honorary Secretary;

- (d) a Director who shall hold the post of Honorary Treasurer; and,
- (f) other Directors.

31. The Board shall decide, at its absolute discretion, which of its Directors shall hold the aforesaid posts.

32. Every Member shall be entitled to appoint one Representative on the Board of Directors, provided that, such Representative :-

(a) shall be an Indian national only and shall be duly nominated as such by the concerned Members;

(b) may be changed at any time by the Members concerned, if due and prior written intimation of such a change is given to the Honorary Secretary; and,

(c) shall not at any time, represent more than one Member concerned.

*** ELECTION OF THE BOARD OF DIRECTORS :**

33. Subject to the provisions of Articles 34 and 35, the Board shall be elected every 4 years at an annual general meeting of IRFU.

34. The President, Honorary Treasurer or Honorary Secretary shall be elected every 4 years at a meeting of the Board (in accordance with Article 35), from amongst the Members and/or from amongst the persons specified in Article 38 herein.

** Altered pursuant to special resolution passed by the share holders of the company at their meeting held on 4th April, 2008.*

35. No individual shall be eligible for re-election as President, Honorary Treasurer or Honorary Secretary for more than two consecutive terms (of 4 years each). Provided that :-

(a) an individual seeking re-election as President, Honorary Treasurer or Honorary Secretary for any further term which is not immediately following such individual's earlier two consecutive terms (of 4 years each), shall only be deemed to have been re-elected if he/she secures a majority of not less than two thirds of the votes of the Board, failing which such individual shall be deemed to have lost the election, and the office shall be filled by election under the normal procedure from amongst individuals other than the individual seeking re-election;

(b) no individual who has already held the office of President or Honorary Secretary or both for two consecutive terms (of 4 years each) shall be eligible to seek re-election as either President, Secretary, Vice President or Honorary Treasurer till the expiry of a period of at least four years from the date on which such individual last vacated the office of President or Honorary Secretary; and,

(c) no individual who has been the President, Honorary Secretary or Honorary Treasurer shall be eligible to be the President, Secretary /Secretary-General (or any corresponding office) or Treasurer, simultaneously, of any other National Sports Federation /Association, excepting the Indian Olympic Association.

36. All Directors (other than the President, Honorary Treasurer and Honorary Secretary) shall be elected :-

(a) from amongst the Members and/or from amongst the persons specified in Article 38 herein; and,

(b) every 4 years at a meeting of the Board and shall be eligible for re-election

37. All other Directors shall hold office from the date of election till the following meeting of the Board preceding the termination of their term.

38. The President and all other Directors may also be elected from any one or more of the following types of persons having the following qualifications :-

(a) all such persons shall be Indian nationals; and,

(b) such persons shall have at least one of the following qualifications :-

(i) a past President of IRFU;

(ii) a Player who has played the game for at least ten (10) years at the national level;

(iii) a person, who, in the opinion of the Board can contribute to the promotion and development of Rugby in India;

(iv) a practicing Solicitor and/or Advocate; or,

(v) a practicing Chartered Accountant.

POWERS AND DUTIES OF THE BOARD :

39. The management of the business affairs and funds of IRFU, the control of IRFU and all the powers, authority and discretion of IRFU to do all acts and things, save and except such acts as by statute or by these Articles are expressly directed or required to be done by IRFU in general meeting, shall be vested in the Board, provided that, the exercise of such management, control, powers, authority and discretion shall be subject to the regulation and control of IRFU in general meeting, and, provided further that, no such regulation shall invalidate any prior act of the Board which would have been valid, if such regulation has not been made.

40. Without prejudice to the generality of the foregoing, the Board shall have the power to delegate to the Managing Committee, the management of the business affairs and funds of IRFU, the control of IRFU and all the powers, authority and discretion of IRFU to do all acts and things.

41. For the purpose of The Companies Act, 1956, the governing body of IRFU shall be the Board.

42. The first meeting of the Board shall take place within three (3) months from the incorporation of IRFU and thereafter the Board shall meet at such time and place and shall conduct meetings in such manner as the President may from time to time decide.

43. A special meeting of the Board may be convened at any time by the President and shall be convened on the requisition to that effect being made in writing at least by one Vice President. Any such requisition shall express the object of the meeting proposed to be called and shall be sent to the Honorary Secretary.

44. Fourteen (14) clear days notice of a meeting of the Board together with the agenda shall be given to all members of the Board. For a special meeting of the Board (convened for purposes specified in Article 43), eight (8) clear days notice shall be given.

45. Until otherwise decided six (6) members shall form a quorum for all meetings of the Board. The President or in his absence any Vice President shall be the chairman. Each present member of the Board shall have one vote, save and except that, in the event of any equality of votes, the chairman shall have a casting vote.

46. The Honorary Secretary shall keep the minutes of every meeting of the Board in a book which shall be signed by the chairman when approved.

Notice of the meetings of the Board and the minutes shall be sent to all members of the Board who may submit their opinions in writing in respect of any business to be transacted at the meeting.

EXPENSES OF DIRECTORS :

47. The Directors may be paid all traveling, hotel and other expenses properly incurred by them :-

(a) in attending and returning from any annual or extraordinary general meetings and meetings of the Board, the Managing Committee or any Sub-Committee; or,

(b) in connection with such activities of IRFU, as shall be authorised by the Board from time to time.

CHIEF EXECUTIVE OFFICER :

48. Subject to the applicable provisions of the Act, the Board shall, from time to time after obtaining such sanctions and approvals as maybe necessary, appoint any individual as a Chief Executive Officer of IRFU, who shall be an employee of IRFU and shall fix the terms of his remuneration subject to the provisions of the Act.

49. A Chief Executive Officer so appointed, shall exercise the powers and authorities conferred upon him by a contract entered into between him and IRFU and/or by a resolution of the Board and shall be subject to the obligations and restrictions imposed in that behalf by the Act.

50. The remuneration of such Chief Executive Officer shall, subject to the applicable provisions of the Act and of these Articles, be in accordance with the terms of his contract with IRFU.

51. The Chief Executive Officer shall have substantial administrative powers and shall be subject to the superintendence control and direction of the Board.

POWERS AND DUTIES OF THE PRESIDENT, THE HONORARY SECRETARY AND THE HONORARY TREASURER :

52. The President shall :-

(a) preside at all meetings of IRFU, the Board and the Managing Committee;

(b) exercise general control and superintendence over all matters regarding IRFU, over the Board in the discharge of their duties generally and over all employees of IRFU, subject to and in accordance with, any general or special direction and/or resolution of IRFU, the Board or the Managing Committee;

(c) also exercise such functions and duties as may be enjoyed on him personally by IRFU, the Board or the Managing Committee;

(d) in the event of a vacancy occurring in the Board, by reason of death, adjudged insolvency, conviction of a criminal offence involving moral turpitude or resignation, the President shall have the power to fill up such vacancy (from amongst the Members only) and the individual so appointed shall hold office till the following Annual General Meeting;

(e) have the power to fill up a casual vacancy as specified in Article 55 herein;

(f) have the power to take action in case of any misconduct on the part of Players as stipulated and laid down in Article 123 herein;

(g) have the power to announce the composition of the team, selected by the Selection Sub-Committee, to tour foreign countries; and,

(h) have the power to invite any individual, whomsoever, to attend any meeting/s of IRFU, the Board, the Managing Committee and any sub-committees, and who, in the President's opinion, can contribute to the promotion and development of Rugby in India, provided that, such invitation shall be for the purpose of conferring and advising only and such individual/s shall have no power to vote at any such meeting/s.

53. The Honorary Secretary shall :-

(a) keep and cause to be maintained the minutes of all meetings of, IRFU, the Board and the Managing Committee, in appropriate books and shall cause them to be properly and correctly recorded and confirmed, and shall obtain from all Sub-Committees the minutes of all their meetings and shall cause them to be properly and correctly recorded;

(b) cause all correspondence to be carried on in the name of IRFU save as otherwise directed by the Board, the President or the Managing Committee;

(c) be in charge of all correspondence and records of IRFU, the Board, the Managing Committee and any Sub-Committees, including that of such properties as may be entrusted to his care;

(d) convene all meetings of IRFU, the Board and the Managing Committee, with the prior concurrence of the President;

- (e) cause to be circulated to all Members of IRFU statements of accounts prepared by the Honorary Treasurer;
- (f) have the power to sign the letters of appointment, dismissal or termination of employees;
- (g) have power to delegate any work to any employee of IRFU; and,
- (h) act in accordance with the provisions of Article 56 herein, in the event of there being a permanent vacancy in the office of the President.

54. The Honorary Treasurer shall :-

- (a) receive all subscriptions and donations and the monies payable and/or receivable by IRFU;
- (b) make payments and incur expenditure out of the funds of IRFU in accordance with the decisions of the Board, the Managing Committee or any Sub-Committee;
- (c) keep accounts of all monies received and expended by IRFU, in respect of the assets, credits and liabilities of IRFU;
- (d) cause to be prepared a statement of accounts;
- (e) place before the Board, Proforma Annual Balance Sheets, Proforma Statement of Accounts and the Annual Budget;
- (f) place before the Annual General Meetings, duly audited Annual Balance Sheets and Statements of Account of IRFU;
- (g) invest and/or disburse the funds of IRFU and withdraw any or all the existing fixed deposits before the date of maturity subject to and in accordance with, any general or special direction and/or resolution of the Board or the Managing Committee; and,
- (h) cause to be prepared budgets to be presented at the Annual General Meeting and any Extraordinary General Meeting.

VACANCIES :

55. In case the President is temporarily absent from India for a period of more than three months, he shall nominate any Vice-President to act as President during his absence.

56. In the event of there being a permanent vacancy in the office of the President, the Honorary Secretary shall, convene a meeting of the Board within fifteen (15) days of such vacancy, to elect a President;

57. In case any member of the Board is temporarily absent from India for a period of more than three months, the President shall nominate a successor to hold office during the period of absence from India of the permanent incumbent.

POWER AND CONTROL OVER PLAYERS :

58. IRFU shall have jurisdiction and control over all Players within the jurisdiction of IRFU's Members. A Player playing Rugby under the aegis of any Member and/or submitting to its jurisdiction shall be deemed ipso facto to submit to the jurisdiction of IRFU.

CONDUCT OF PLAYERS :

59. Notwithstanding anything contained in the constitution, rules, regulations or bye-laws of any Member, IRFU shall have the overriding power and authority to call into question the conduct of any Player within its jurisdiction and take such disciplinary action against the Player, as it may deem fit, and all Members shall forthwith, upon receipt of any knowledge (in any form whatsoever), of any act, of indiscipline or misconduct of any Player, in India or elsewhere, refer such matter in writing to IRFU.

60. On receipt of such Member's written reference as aforesaid, IRFU may, in its sole and absolute discretion, either allow the Member concerned to initiate its own disciplinary action, or, proceed in the manner prescribed in Article 123 herein.

ADMINISTRATION :

61. Mumbai shall be the permanent administrative headquarters of IRFU.

62. The affairs of IRFU shall be conducted by the Board (so far as are not delegated) and in the name of IRFU.

63. Day to day management shall be conducted by the Board and/or the Managing Committee (to the extent delegated by the Board), subject to any general or special direction and/or resolution of IRFU.

64. The bankers to IRFU shall be appointed by the Board and may be changed from time to time as it may deem expedient.

65. The bank accounts of IRFU shall be operated jointly by the Honorary Treasurer and any one member of the Board.

MEETINGS :

Annual General Meetings :-

66. The first annual general meeting of IRFU shall be held within six (6) months from the incorporation of IRFU.

67. The next annual general meeting of IRFU shall be held by it within six (6) months after the expiry of the financial year in which the first annual general meeting was held.

68. Thereafter, an annual general meeting shall be held by IRFU every year, not later than 30th September at such place and time as the President shall decide, provided that, not more than fifteen (15) months shall elapse between the date of an annual general meeting and that of the next.

69. Proceedings of all annual general meetings of IRFU shall be carried on in English.

70. The following business shall be transacted at all annual general meetings :-

(a) the receipt, consideration, confirmation and approval (with or without amendments) of the minutes of the previous annual general meeting, and, if any extraordinary general meeting was held subsequent to such annual general meeting, of such extraordinary general meeting;

(b) the receipt, consideration and approval (with or without amendments) of the reports and recommendations of the Board, the Managing Committee and any Sub-Committees;

(c) the receipt, consideration and approval (with or without qualifications) of the statement of accounts, balance sheets and the annual budget;

(d) the receipt, consideration and approval (with or without amendments) of the report and recommendations of the auditors;

(e) the appointment of an auditors and to fix such auditor's remuneration;

(d) to sanction application of the income and funds of IRFU for purposes to be specifically mentioned in the notice;

(e) the transaction of any other business mentioned in the notice;

(f) the transaction of any other business which the President may consider necessary to be included in the agenda;

(g) the transaction of any other business of an informal character as may be permitted by the chairman of such meeting; and,

(h) the consideration of any motion (which shall be circulated in advance to all members of the Board and to all Members), notice whereof is given by a Member to the Honorary Secretary at least twenty one (21) days prior to such meeting.

Notice of Annual General Meetings :

71. The Honorary Secretary shall :-

(a) at least four (4) weeks prior to the date fixed for annual general meetings, give notice in writing thereof to all members of the Board; and,

(b) at least twenty-one (21) days prior to the date fixed for annual general meetings, give notice in writing thereof to all Members

72. Every notice shall :-

(a) specify the place, day and hour of the meeting and shall set out the agenda of business to be transacted thereat; and,

(b) be signed by the Honorary Secretary or any such person as the Board may appoint.

73. The Honorary Secretary shall, at least twenty-one (21) days prior to the date fixed for annual general meetings, forward to each member of the Board and to each Member :-

(a) a copy of the minutes of the previous annual general meeting/s to be confirmed thereat;

(b) a copy of the statement of accounts, balance sheets and the annual budget to be received, considered and approved thereat;

(c) a copy of any statement of accounts of any tour or tours; and,

(d) a copy of the agenda and a copy of all documents and papers having a reference to any item on the agenda.

74. Any Member desiring to raise any point relating to any item on the agenda of annual general meetings shall give fourteen days (14) prior notice thereof to the Honorary Secretary. The Honorary Secretary shall circulate such notice to all members of the Board and all Members before the date fixed for the meeting.

Extraordinary General Meetings :

75. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.

76. Proceedings of all extraordinary general meetings of IRFU shall be carried on in English.

77. An extraordinary general meeting shall be convened by the Honorary Secretary as follows :-

(a) on a directive of the President;

(b) on a resolution of the Board;

(c) on a requisition signed by not less than six (6) Members who shall specifically state the business to be transacted at such meeting;

(d) provided that, in the event Honorary Secretary fails to convene an extraordinary general meeting :-

(i) at the direction of the President or on a resolution of the Board within ten (10) days, the President may convene such meeting over his own signature;

(ii) within thirty (30) days of the receipt of such Members' requisition, such requisitioning Members may themselves convene such meeting for the purpose specified in the requisition at such place and time as may be decided by them.

78. All business transacted at an extraordinary general meeting shall be deemed special.

79. No business other than the one for which an extraordinary general meeting is called shall be transacted at such meeting.

Notice of Extraordinary General Meetings :

80. For any extraordinary general meeting the Honorary Secretary shall give at least twenty-one (21) day's notice specifying the business to be transacted thereat.

81. The notice shall be signed by the Honorary Secretary or any such person as the Board may appoint, provided that the notice shall be signed by :-

(a) the President, in the event Honorary Secretary fails to convene an extraordinary general meeting at the direction of the President or on a resolution of the Board within ten (10) days; and,

(b) the requisitioning Members, in the event Honorary Secretary fails to convene an extraordinary general meeting on a requisition signed by not less than six (6) Members

82. An extraordinary general meeting may be called by giving less than twenty-one (21) days' notice for matters of an urgent nature and the Board shall have sole powers to adjudge which and when matter is urgent. The omission to give such notice to any Member or Members, in such circumstance, shall not invalidate the proceedings at such meeting.

Accidental omission to give notice of Annual and Extraordinary General Meetings :

83. Accidental omission to give notice of an annual general or an extraordinary general meeting to any Member entitled thereto or on the non-receipt thereof by such Member, shall not invalidate the proceedings of such meetings.

Record of Annual and Extraordinary General Meetings :

84. The record of the proceedings of all annual general meetings and extraordinary general meetings shall, after the approval of the chairman of the meetings, be circulated within two (2) months of the meetings to the Members and then entered in the Minute Book.

85. The minutes shall be duly confirmed after correction, if any, and signed by the chairman of the subsequent annual general meeting.

Quorum at Annual and Extraordinary General Meetings :

86. A simple majority of Members, entitled to vote and present in person, shall form the quorum for an annual and extraordinary general meeting.

87. No business shall be transacted at an annual or extraordinary general meeting unless the quorum is present at the commencement of the business of the meeting.

88. If within half an hour from the time appointed for an annual or extraordinary general meeting the quorum is not present, the meeting shall stand adjourned to the same date of the following week and at the same place, date and time.

89. If at such adjourned meeting the quorum is not present within half an hour from the time appointed for such adjourned meeting, the Members entitled to vote and present in person, shall form the quorum and may transact the business for which the meeting is called.

The Chairman of Annual and Extraordinary General Meetings :

90. The President shall preside as the chairman of all annual and extraordinary general meetings.

91. If the President is absent, unwilling or refuses to act as chairman, any Vice President shall preside as the chairman of the meeting. If all Vice Presidents are absent, unwilling or refuse to act as chairman, the Members present shall choose any member of the Board as the chairman of the meeting.

Casting of votes or drawing of lots :

92. At any annual or extraordinary general meeting every question and resolution put to vote of the general meeting shall be decided on a show of hands. A declaration and an entry to that effect made in the book of the proceedings of IRFU, by the chairman of a meeting that, a resolution has on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes in favour of or against such question or resolution.

93. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote. In the event of the chairman of the meeting desiring not to exercise his second or casting vote the issue shall be decided by drawing lots.

94. Every Member shall, subject as hereinafter mentioned, be entitled to one vote at any annual or extraordinary general meeting.

95. In case of any dispute as to admission or rejection of a vote at any annual or extraordinary general meeting, the chairman of such meeting shall decide the same and such decision shall be final and conclusive.

Register of Members and Representatives :

96. IRFU shall keep a register to be called the "Register of Members" as required under the Act

97. All Members names with their registered and/or head office addresses shall be entered in the Register of Members.

98. All Representatives' names, designations, office and residential addresses and such other details as the Board may feel necessary or proper, shall be entered in the Register of Members (opposite the name of such Members who they represent).

99. Both Patron Members' Representatives shall always be persons from the Rugby-Football section of such Members.

Disentitlement to Vote :

100. No Member shall be entitled to vote at any annual or extraordinary general meeting, unless and until such Member's, and where necessary, such Member's representative's, name shall have been entered in the "Register of Members".

101. No Member shall be entitled to vote at any annual or extraordinary general meeting if such Member is a defaulting Member under Articles 14 and 15 herein.

102. No office bearers of Permanent Members (specified in Article 104 herein) shall be entitled to vote, for any reason whatsoever, at any annual or extraordinary general meeting.

Attendance at Meetings :

103. All Members shall be, ipso facto, entitled to attend any annual or extraordinary general meeting.

104. All office bearers of all Permanent Members shall be entitled to attend any annual or extraordinary general meeting, provided that no such office bearer shall be so entitled if his name has not been submitted to the Board as specified in Article 22 (b) herein.

ACCOUNTS :

105. The Board shall cause accounts to be kept by the Honorary Treasurer of all sums of money received and expended by IRFU and the matters in respect of which such receipts and expenditure take place and of all assets, credits and liabilities of IRFU.

106. All books of account, shall be kept at the registered office of IRFU.

107. The Board shall, from time to time, determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and the books of IRFU or any of them shall be open to the inspection of the Members in the registered/head office of IRFU and no Member shall have the right of inspecting any account or book or document of IRFU, except what is conferred by statute or authorised by the Board or by an ordinary resolution of IRFU in a general meeting.

108. Once at least, in every year, the accounts of IRFU shall be examined and the correctness of the accounts and balance sheet ascertained by one or more auditors. Such audited accounts, together with a certificate of such audit and a report on such accounts under the hand of such auditor/s, shall be transmitted by such auditor/s to the Board through the Honorary Treasurer. The accounts so transmitted shall, after being considered by the Board, be presented before the annual general meeting in that year along with a statement of the income and expenditure and a balance sheet containing a summary of the property and liabilities of IRFU made up to date for consideration and approval.

109. A report of the Board as to the state and conditions of IRFU shall accompany every such balance sheet and the President and at least two members of the Board shall sign the statement, report and balance sheet. The auditors report shall be attached to the balance sheet or there shall be inserted at the foot thereof reference to the auditors report. A copy thereof shall be posted to the office/registered address of each Member four (4) days before the date of the annual general meeting to which the same is to be submitted. A copy thereof may be obtained on application by a Member.

110. Every account of the Board, when audited and approved by an annual general meeting, shall be conclusive except as regard error/s discovered therein within three months next, after approval thereof. Whenever any such error/s is/are discovered within the period, the account shall forthwith be corrected and henceforth shall be conclusive.

111. The accounts shall, unless IRFU from time to time fixes any other date, be settled by the Honorary Treasurer on 31st March in each year and a balance sheet of the assets and liabilities of IRFU on that day shall be made out by him.

AUDITOR/S :

112. The first auditor/s shall be appointed by the Board within one month from the date of incorporation if IRFU, and the auditors so appointed shall hold office until the conclusion of the first annual general meeting of IRFU. Thereafter, IRFU shall, at each annual general meeting, appoint an auditor/s to hold office from the conclusion of the meeting until the conclusion of the next annual general meeting and shall, within seven (7) days of the appointment, give intimation thereof to every auditor so appointed unless he is a retiring auditor.

113. The Board may fill casual vacancy in the office of the auditor but while any such vacancy continues, the surviving or continuing auditor/s (if any) may act.

114. IRFU shall, in the annual general meeting, fix the remuneration of the auditor/s of IRFU, except that the Board may fix the remuneration of the auditor/s appointed before the first annual general meeting.

115. A person, other than a retiring auditor, shall not be capable of being appointed auditor at an annual general meeting unless notice of an intention to nominate the person to the office of auditor has been given by the Member to IRFU, not less than fourteen (14) days before the annual general meeting and IRFU shall send a copy of such notice to the retiring auditor and shall give notice thereof to the Members either by advertisement or in any other mode permitted by these Articles not less than seven (7) days before the annual general meeting, provided that, if, after notice of the intention to nominate an auditor has been so given, a general meeting is called for a date fourteen (14) days or less after notice has been given, the notice though not given within the time required by this provision shall be deemed to have been properly given for the purpose thereof and the notice to be sent by IRFU may, instead of being sent or given within the time required by the provision, be sent or given at the same time as the notice of the annual general meeting.

116. The auditor/s of IRFU shall have the right to access at all times to the Books of Accounts, vouchers and any other documents relating to the accounts of IRFU and shall be entitled to obtain from the Board, the Managing Committee and/or Sub-Committees, such information and explanation as may be necessary in the discharge of his/their duties.

THE MANAGING COMMITTEE AND THE SUB-COMMITTEES :

117. The Board may, in its absolute discretion, constitute, designate and empower, a Managing Committee and any number of Sub-Committees of the Board, for such purpose or purposes, for such period or periods of time, and with such powers, authority and discretion, as it thinks fit.

118. The Managing Committee shall only consist of any of the Directors of the Board and any Sub-Committees may consist of any Directors of the Board and/or any other individual/s who, in the discretion of the Board, are fit to serve on such Sub-Committees. However such sub-committees shall be chaired by a director of the Board.

TOURNAMENTS :

119. All tournaments, Indian or international, shall be managed by IRFU alone, and all such tournaments shall be run under the auspices of World Rugby and/or ARFU, and shall follow the World Rugby Disciplinary practice and procedures, as per World Rugby Regulations 17, 18 and 20. Further, all Members and Players are responsible for making themselves fully aware of the Regulations of World Rugby and/or ARFU. In particular Members and Players must be familiar with the contents and intentions of the following :

- Reg 6 Anti-Corruption & Betting
- Reg 8 Eligibility
- Reg 17 & 18 Discipline & Judicial Matters
- Reg 20 Code of Conduct
- Reg 21 Anti-Doping

Details can be found on the World Rugby web site.

120. No club, association, organization, institution, university, college, school or any other entity, affiliated to a Member, shall participate in, conduct or organize, any Rugby-Football tournament or match, whatsoever, without the prior written permission of such Member.

121. No Member and no club, association, organization, institution, university, college, school or any other entity, affiliated to a Member, shall conduct or organise any tournament or any match/matches in which Players/teams from any region outside their jurisdiction are participating or are like to participate, without the previous written permission of IRFU.

122. Permission for participating in, conducting or organizing, any Tournament or match/matches shall be accorded only to Members of IRFU and shall be in accordance with the Tournament Rules.

PLAYERS' MISCONDUCT AND PROCEDURE TO DEAL WITH :

123. IRFU shall take cognizance of any act of indiscipline or misconduct of any Player, on and/or off the field of play, in India or elsewhere, and shall follow the World Rugby Disciplinary Practice and Procedures, as per World Rugby Regulations 17, 18 and 20.

NOTICE :

124. Any notice required to be served on any Member shall be posted under registered post acknowledgment due or certificate of posting addressed to such Member, at such Member's registered or head office address in the Register of Members.

125. Any notice sent through the post shall be deemed to have been served at the time when the notice is posted, and in providing such service, it shall be sufficient to prove that such notice was properly addressed and posted.

RULES UNDER THESE ARTICLES :

126. Any matter, for which no adequate provision is made by these Articles, or, in respect of which, the provisions of these Articles need to be supplemented, clarified or modified, may be provided for by any rules made under these Articles.

ALTERATION OF ARTICLES :

127. These Articles shall not be revoked, amended or altered except by a majority of two-thirds ($2/3^{\text{rds}}$) of the Members present and entitled to vote, at any annual or extraordinary general meeting of IRFU subject to the prior approval of the Regional Director, Western Region, Department of Company Affairs.

COLOURS OF IRFU :

128. The colours of IRFU shall be light blue and/or dark blue or such other colours as the Board may decide from time to time.

RISK AND RESPONSIBILITIES OF IRFU :

129. It is hereby declared that IRFU, every member of the Board, the Managing Committee and any Sub-Committee, every Member, servant or employee of IRFU :-

(a) do not accept any responsibility, whatsoever, for any accident, resulting in the death or any injury of any sort, to a Player, occurring during any game of Rugby-Football; and,

(b) assumes that every Player who takes part in any such game, does so entirely at such Player's own risk, free will, consent and pleasure.

CERTIFICATE OF MEMBERSHIP :

130. A certificate of membership of IRFU shall be issued under the seal of IRFU and signed in such manner as the Board shall prescribe and shall be produced before the Board, as and when the Board may require.

131. If any certificate be worn out, lost or defaced, then, upon production thereof to the Board, the Board may order the same to be cancelled and upon such proof thereof and on such indemnity as the Board may deem adequate being given, a new certificate in lieu thereof shall be given to the Member entitled to such worn out, lost or defaced certificate.

132. For every fresh certificate issued, such sum as the Board may, from time to time, determine, shall be paid to IRFU.

133. When any Member shall cease to be a Member, such Member's certificate and all such Member's rights and privileges as a Member shall cease and shall become the property of IRFU.

134. A certificate which is forfeited to or vests in IRFU, shall belong absolutely to IRFU free from all rights, claims or interest of such Member or any person claiming through or under such Member, and the Board shall be entitled to deal with or dispose of the said certificate, as they shall think fit.

SEAL :

135. The Board shall provide a common seal for the purpose of IRFU and shall have power, from time to time, to destroy the same and substitute a new common seal in lieu thereof and shall provide for the safe custody of the common seal and the common seal shall never be used except by or under the authority of the resolution of the Board.

136. The common seal of IRFU shall not be affixed to any instrument except by the authority of a resolution of the Board, and except and in the presence of at least two (2) members of the Board and the Honorary Secretary or other person appointed for such purpose by the Board, and such two (2) members of the Board, the Honorary Secretary or other person as aforesaid shall sign every instrument to which the common seal is so affixed in their presence.

INDEMNITY :

137. Subject to the limitations contained in the Act, every member of the Board, the Managing Committee and any Sub-Committee and every Member, servant or employee of IRFU, shall be indemnified by IRFU against (and it shall be the duty of the Board to pay) all costs out of the funds of IRFU, as well as losses, penalties and expenses which any of the aforesaid may incur or become liable to, by reason of any contract entered into or act or deed done by or omitted by him as such member of the Board, the Managing Committee and any Sub-Committee and as such Member or servant or employee in any way in the discharge of his duties and none of the aforesaid persons shall be liable for the acts, receipts, neglects or defaults of any other member of the Board, the Managing Committee and any Sub-Committee and any Member, servant or employee joining in any receipts or other act for conformity or any loss or expenses happening to IRFU or through the insufficiency or deficiency to the title to any property acquired by order of the Board for or on behalf of IRFU or the insufficiency or deficiency of any security in or upon which any of the monies of IRFU shall be invested or for any loss occasioned by any error of judgement, omission, default or oversight on his part or for any loss, damage or misfortune whatsoever which shall happen through his own acts in relation to the execution of the duties of his office unless the same happens through his own dishonesty or wilful default.

SUITS BY OR AGAINST IRFU :

138. IRFU shall sue or be sued in the name of the President.

ARBITRATION :

139. If any dispute and difference arises regarding the legality of the election of members of the Board, the Managing Committee or any Sub-Committees, or, between the Members inter se, or, concerning the construction, meaning or effect of these Articles or any act, thing or matter required to be done hereunder or any other act, thing or matter, in any manner in regard to or touching these Articles, the carrying out of the provisions hereunder and/or the interpretation thereof in any way whatsoever, shall be referred to arbitration under The Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof. Such arbitration shall be held in Mumbai. It is within the contemplation of these Articles that there can be more than one arbitration proceeding under the provisions of this Article.

WINDING UP :

140. If upon a winding up or dissolution of IRFU, there remains after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the Members but shall be given or transferred to such other company having objects similar to IRFU 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.

141. The use of the name of the Company for the purpose of advertisement is prohibited.

142. Every member shall bind himself to abide by these Articles of Association or any alteration or modification in the Companies Act, 1956 for the time being in force subject to the approval of the Central Government.

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 these Articles of Association.

Names and Descriptions of Subscribers	Addresses and Occupations of Subscribers	Signature of Subscribers	Name, Address, Description, Occupation and Signature of the Witness to all Subscribers
<p>1. Aga Raza Hussain S/o. Late M. S. Hussain</p> <p>2. Pramod Kishanchand Khanna S/o. Late Kishanchand Khanna</p> <p>3. Boman Dara Daver S/o. Dara S. Daver</p> <p>4. Darius Behman Moos S/o. Late Dr. B. S. Moos</p>	<p>10, Daryanagar House, 69, Maharshi Karve Road, Mumbai 400 002 Business</p> <p>33C, Raj Mahal, Altamount Road, Mumbai 400 026 Business</p> <p>Appa Baug Estate, 41, Maharshi Karve Road, Mumbai 400 002 Business</p> <p>409, Cumballa Crest, 42, Peddar Road, Mumbai 400 026 Advocate</p>	<p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p>	<p>WITNESS TO ALL</p> <p>Sd/-</p> <p>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</p>

(Contd...)

Names and Descriptions of Subscribers	Addresses and Occupations of Subscribers	Signature of Subscribers	Name, Address, Description, Occupation and Signature of the Witness to all Subscribers
5. Salim Hussein Tyebjee S/o. Hussein Tyebjee	10, Nowrojee Mansion 31, Wodehouse Road, Mumbai 400 039 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
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.