

Memorandum of Association

and

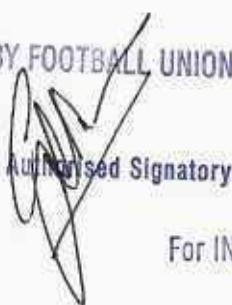
Articles of Association

of

Indian Rugby Football Union

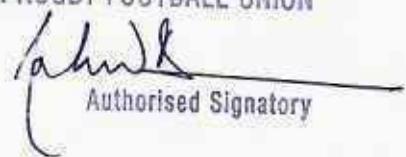
CIN : U36939MH2001NPL132954

For INDIAN RUGBY FOOTBALL UNION



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 राज. सर्व. आर.
 Form LR.
 भारत सरकार-प्र
CERTIFICATE OF INCORPORATION
 U 36939 MH 2001 NPL 132954
 At _____ on _____
 No. _____ of Date _____
 ये संस्थान कानूनी रूप से बनी
 अमेरिकी कंपनी (1956 वाली) के अन्तर्गत बनी है जो कि भारतीय कंपनी है।
 I hereby certify that **INDIAN RUGBY FOOTBALL UNION**

Under Section 25
 is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.
 At सिवाळी नगर अ. on २५ अगस्त १९८१
 Given under my hand at MUMBAI on २५ SECOND
 day of AUGUST Two Thousand ONE


 ASSTT. (G. R. PURWAR)
Registrar of Companies
 Maharashtra, Mumbai

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GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U36939MH2001NPL132954

SECTION 13(1) OF THE COMPANIES ACT, 2013

**Certificate of Registration of the Special Resolution Confirming Alteration of
Object Clause(s)**

The shareholders of M/s INDIAN RUGBY FOOTBALL UNION having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 17-05-2021 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this Seventh day of June Two thousand twenty-one.

DS MINISTRY OF
CORPORATE
AFFAIRS ZS 2

Indrajit Ajmal Bhai Vania

Registrar of Companies
RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

INDIAN RUGBY FOOTBALL UNION

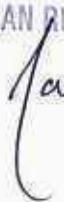
NAWAB HOUSE 2ND FLOOR, MAHARSHI KARVE ROAD, MUMBAI,
Maharashtra, India, 400002



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TABLE -B¹
**MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY
GUARANTEE AND NOT HAVING A SHARE CAPITAL**

- I. The name of the Company is "INDIAN RUGBY FOOTBALL UNION".
- II. The registered office of the Company will be situated in the State of Maharashtra, i.e., in the jurisdiction of the Registrar of Companies, Maharashtra.
- III. The objects to be pursued by the Company are: -
 - A) Main objects: -

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, district, 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 World Rugby 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 World Rugby 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,

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¹ Adoption of Table B vide special resolution passed at an extra ordinary meeting held on May 17, 2021

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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, in accordance with the statutes, rules and regulations of World Rugby.
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 immoveable) 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, 2013.
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 in India; (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.

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11. To organise matches in aid of Public Charities and Relief Funds.
12. To purchase, lease and/or organise/lay out any ground for playing the game and for other purposes and to provide pavilions, canteens and any 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 purchase or sale or lease or mortgage thereof, for or towards, all or any of the objects of the Company.
15. To introduce professionalism in the players and officials 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/international matches/tournaments, 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 officials 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 national or otherwise.
20. To appoint a representative or representatives for India on World Rugby and/or Asia Rugby and any other boards, organisations, committees, camps, conferences, meetings or seminars, connected with the game of Rugby-Football or otherwise.
21. To retain and/or employ, appoint, executives, development officers, secretaries and assistant secretaries, clerks, managers, coaches, professional rugby-football players, referees/match officials, 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 money's worth in return for their services rendered to the

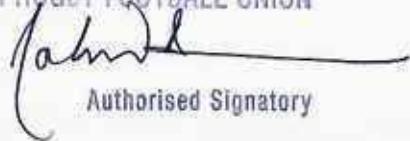
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Company, and to remove or dismiss or suspend such contractors or employees.

22. To prepare, edit, promote, write, publish, print, issue, maintain, circulate and finance, books, papers, journals, magazines, periodicals, digital platforms 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/state/union territory), 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 national and/or international, 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 terms and conditions on which such grants and other payments may be received subject to compliance with the relevant provisions of the Companies Act, 2013.
24. To obtain recognition and/or enroll as a member and/or continue as a member, from and/or of, The Ministry of Sports (Government of India), The Indian Olympic Association, International Olympic Committee, World Rugby, Asia Rugby and/or any other necessary/relevant organization (whether international or otherwise) with a view to promoting and/or furthering the objects of the Company.
25. To establish, promote, cooperate with, become a member, act as or appoint trustees, agents, or delegates to coordinate, 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 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,

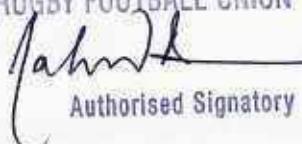
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bodies corporate (whether of the private, joint or public sector), government companies or public/statutory/local undertakings or authorities (whether of the private, joint or public sector), firms, agencies, institutions, societies, trusts, funds, associations of persons, bodies of individuals or any other person or persons whomsoever, national and/or international 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 India and/or 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, state or union territory), 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 objects of the Company.
29. To borrow, raise or secure the payment of money from the Government (whether central, state or union territory), 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 73 of the Companies Act, 2013.
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.

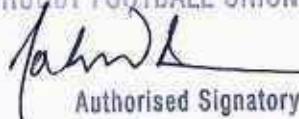
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organization (whether incorporated or not), having objects similar to those of the Company on such terms and conditions as the Company may think fit and manage the same accordingly.

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 immoveable) 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 state or union territory), 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.

IV. The liability of the members is limited.

V. Every member of the Company undertakes to contribute:

- 1) 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

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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).

- 2) 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.
- 3) 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.

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

Names and Descriptions of Subscribers	Address and Occupation of Subscriber	Sign. Of Subs.	Signature, names, addresses, descriptions and occupations of witnesses
1. Aga Raza Hussain S/o Late M.S. Hussain	10, Daryanagar House, 69, Maharshi Karve Rd. Mumbai 400 002 Business	Sd/-	
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	AppaBaug 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 & Solicitor	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. Unwalla	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.

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THE COMPANIES ACT, 2013
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
INDIAN RUGBYFOOTBALL UNION*

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The provisions contained in Table H of the First Schedule to the Companies Act, 2013 shall apply to this company (IRFU), save and in so far as they are expressly or impliedly excluded or modified by these following Articles.²

1. **INTERPRETATION**

1.1 Unless the context otherwise requires, words or expressions contained in these Articles shall have the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

1.2 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) "Act" shall mean the Companies Act, 2013, and the Rules framed thereunder and any statutory modification or re-enactment thereof for the time being in force and as may be amended from time to time;
- (b) "Applicable Law" shall mean any Indian statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment or decree applicable to IRFU or to its nominees, successors, assigns, legal representatives as the case may be;
- (c) "Articles" shall mean these Articles of Association of the Company, as amended and in place from time to time;
- (d) "Asia Rugby" shall be governing body of rugby union in Asia under the authority of World Rugby;³
- (e) "Board of Directors" or "Board" means the Board of Directors for the time being of the IRFU;
- (f) "Company" or "IRFU" means Indian Rugby Football Union;
- (g) "Director" or "Directors" means a Director or the Directors for the time being of IRFU;
- (h) "Executive Member" shall mean a Director other than the President, Vice-Presidents, Honorary Treasurer and Honorary Secretary, who is duly elected and inducted to the Board in accordance with Article 7.2 (v) or Article 7.2 (vi) as the case may be.⁴
- (i) "Financial Year" shall have the meaning ascribed to it under the Income Tax, 1961.
- (j) "Laws of the Game" means the laws of the game of Rugby- Football as framed from time to time by World Rugby;
- (k) "Member" means an individual, association, society, company, or any body of individuals duly admitted to the membership of IRFU in accordance with these Articles;
- (l) "Memorandum" shall mean the Memorandum of Association of the Company, as amended and in place from time to time;
- (m) "Player" means a person who plays any form of Rugby, either professionally or recreationally, at any level;
- (n) "Representative" means an individual who is duly authorized to represent a Member;
- (o) "Rugby" means the game of Rugby-Football as played under the Laws of the Game

² Adoption of Table H vide special resolution passed at an extra ordinary meeting held on May 17, 2021

³ Altered vide special resolution passed at Annual General meeting held on September 30, 2022

⁴ Added vide special resolution passed at Annual General meeting held on September 30, 2022

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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, X Rugby, Wheelchair Rugby and Underwater Rugby;

- (p) "Seal" means the Common Seal of IRFU;
- (q) "Sports Code" shall mean the National Sports Development Code of India, 2011 or any successor code thereto, as may be amended from time to time;
- (r) "State" shall mean, depending on the context, a State or Union Territory recognized by the Government of India;
- (s) "Sub-Committee" shall mean any number of Sub-Committees that the Board may constitute in pursuance of its powers under Article 17;
- (t) "Tournament" means any Rugby tournament held, conducted, authorised or sanctioned by IRFU (including, without limitation, The All India &South-East Asia Rugby Tournament and The All- India Seven's Tournaments);
- (u) "Tournament Rules" means the rules framed by IRFU for the purpose of conducting all Tournaments, matches and/or games of whatsoever name or description; and
- (v) "World Rugby" shall mean the world governing body for the sport of Rugby Union.⁵

2. MEMBERS

2.1 Number of Members

- (a) 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 in accordance with these Articles.
- (b) The IRFU may have up to two (2) Associate Members.

2.2 Categories of Membership

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

- (a) Founder Members: Founder Members shall be the subscribers to the Memorandum and Articles and shall automatically retire at the first annual general meeting thereafter, subject to compliance with the provisions of the Act.
- (b) Associate Members shall not have voting rights and shall be:⁶ ⁷
 - (i) The Bombay Gymkhana Limited, Mumbai; and
 - (ii) The Calcutta Cricket and Football Club Limited, Kolkata (Calcutta);
 - (iii) The Services Sports Control Board (the "SSCB"), which is the controlling body for all sports for the Indian Armed Forces; and
 - (iv) any Central Government entities, para -military forces, institutions, bodies, organizations or agencies as determined by the Board.
- (c) Permanent Members shall be any State level association or federation registered or incorporated as a legal body/ entity (by whatever name called), which fulfills the affiliation criteria specified by IRFU and is the sole controlling authority (having a minimum of 50% of the District Level Associations affiliated to it) in respect of Rugby in

⁵ Altered vide special resolution passed at Annual General meeting held on September 30, 2022

⁶ Changed at the Extraordinary General Meeting held on April 02, 2022.

⁷ Changed at the Extraordinary General Meeting held on April 03, 2022.

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such State. It is clarified that only one State level association or federation from each State can be a Permanent Member.⁴

2.2 Any entity wishing to become a Permanent Member must be approved and admitted to membership by the Board in accordance with membership application procedures and subject to their satisfaction of membership eligibility criteria that shall be notified by IRFU from time to time.

2.3 Certificate of Membership

- (a) 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.
- (b) 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 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.
- (c) For every fresh certificate issued, such sum as the Board may, from time to time, determine, shall be paid to IRFU.
- (d) 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.
- (e) 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.

2.4 IRFU shall maintain a register to be called the "Register of Members" as prescribed by Section 88 of the Act.

2.5 Application for Membership

All applications for membership should be made in the form prescribed by Board, and the Board may accept or reject any application in accordance with the reasonable membership/affiliation criteria provided by IRFU from time to time.

2.6 Compliance by Members

All Members shall be bound by these Articles, the Laws of the Game, the Tournament Rules, Applicable Law, and 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 or any Sub- Committee, pursuant to the powers vested in them by these Articles.

2.7 Admission Fee, Annual Subscription

- (a) Every Member shall pay a one-time admission fee and an annual subscription as shall be determined by the Board from time to time.
- (b) The annual subscription for a particular Financial Year shall be payable on or before 30th September of the next Financial Year.
- (c) Every Permanent Member shall annually submit to the Board, before 30th September of each Financial Year, the following:

⁴ Changed at the Extraordinary General Meeting held on April 02, 2022

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- (i) the composition and structure of its organization;
- (ii) the names of the members or its governing body, its office bearers and their designations and tenures;
- (iii) a list of its members and their respective compositions, structures, governing bodies, office bearers, designations and tenures; and,
- (iv) its audited statement of accounts and balance sheets;

2.8 Notice

- (a) 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;
- (b) 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.

3. GENERAL MEETINGS

3.1 Types of General Meetings

- (a) Annual general meetings are the general meetings specified in Section 96 of the Act.
- (b) All general meetings other than the annual general meeting shall be called extraordinary general meetings.

3.2 Annual General Meetings

- (a) The annual general meetings of IRFU shall be conducted once every year in accordance with Section 96 and other applicable provisions of the Act.
- (b) Proceedings of all annual general meetings of IRFU shall be carried on and minuted in English.
- (c) The businesses as specified in Section 102 of the Act shall be transacted at all annual general meetings.

3.3 Notice of Annual General Meetings

- (a) The Honorary Secretary shall ensure that the Notice of the annual general meetings are dispatched in terms of Section 101 of the Act as may be applicable to a Section 8 Company.
- (b) Any Member desiring to raise any point relating to any item on the business to be transacted at the 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.

3.4 Extraordinary General Meetings

- (a) The Board may convene an extraordinary general meeting in terms of Section 100 of the Act.
- (b) The Board shall convene an extraordinary general meeting upon receipt of a requisition to call an extraordinary general meeting from the Members, which requisition has been made in accordance with the terms specified under Section 100 of the Act.
- (c) Proceedings of all extraordinary general meetings of IRFU shall be carried on and minuted in English.
- (d) All business transacted at an extraordinary general meeting shall be deemed special.

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

3.5 Notice of Extraordinary General Meetings

- (a) The Honorary Secretary shall ensure that the Notice of the extraordinary general meetings are dispatched in terms of Section 101 of the Act as may be applicable to a Company established under Section 8 of the Act.
- (b) Any Member desiring to raise any point relating to any item on the business to be transacted at the extraordinary 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.

3.6 Record of Annual and Extraordinary General Meetings

- (a) The record of the proceedings of all annual general meetings and extraordinary general meetings shall be prepared and signed in terms of Section 118 of the Act.

4. PROCEEDINGS AT GENERAL MEETINGS

4.1 Quorum at Annual and Extraordinary General Meetings

- (a) A simple majority of Members, entitled to vote and present in person, shall form the quorum for an annual and extraordinary general meeting.
- (b) 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.
- (c) 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, or to such other date and such other time and place as the Board may determine.
- (d) 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.
- (e) The provisions of Section 103 of the Act shall apply in respect of all matters not specifically stated here.

4.2 Chairman of Annual and Extraordinary General Meetings

- (a) The President shall preside as the chairman of all annual and extraordinary general meetings.
- (b) If the President is absent, unwilling or refuses to act as chairman, the Representatives present shall choose any member of the Board present as the chairman of the meeting.

4.3 Voting at Annual and Extraordinary General Meetings

- (a) 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 in accordance with Section 107 of the Act. In case of a demand for poll, the procedure under Section 109 of the Act shall be followed. In the event of a Postal Ballot (including through electronic means), the procedure in accordance with Section 110 of the Act shall be followed.
- (b) In the case of an equality of votes, the chairman of the meeting shall have a casting vote. In the event of the chairman of the meeting desiring not to exercise casting vote

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the issue shall be decided by drawing lots.⁹

- (c) Every Permanent Member shall be entitled to exercise two votes at any annual or extraordinary general meeting provided that, in terms of Section 106 (3) of the Companies Act 2013 on a poll taken at a meeting of a company, a Permanent Member, need not, if he votes, use both his votes or cast in the same way all the votes he uses. Only Permanent Members shall be entitled to vote at any annual or extraordinary general meeting.¹⁰
- (d) 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.

4.4 Attendance at Meetings:

- (a) All Members shall be, *ipso facto*, entitled to have their respective Representatives attend any annual or extraordinary general meeting.
- (b) Any one member from the governing body of each Permanent Member may be nominated as such Permanent Member's Representative to the Company. Such individual shall be entitled to attend any annual or extraordinary general meetings, provided that no such Representative shall be so entitled if their name has not been submitted to the Board as specified in Article 2.7 herein.¹¹
- (c) Each Associate Member shall be entitled to nominate one (1) Representative and such individual shall be entitled to attend any annual or extraordinary general meeting, which Representative shall always be persons from the Rugby- section of such Associate Members. Associate Members shall not have voting rights in any annual or extraordinary general meeting of the company.¹²

5. ADJOURNMENT OF MEETING

5.1 Role of Chairman

- (a) The chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (b) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (c) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.2 Business at Adjourned Meetings

- (i) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

6. VOTING RIGHTS AND DISCIPLINARY ACTION AGAINST MEMBERS

6.1 Voting Rights, Attendance and Participation at Meetings¹³

- (a) Permanent Members that below shall alone have the right to vote at any general meeting with each Permanent Member Representative having two (2) votes through its Representative, with the right to vote being subject at all times to Clause 6.3 below.

⁹ Changed at the Extraordinary General Meeting held on April 04, 2022

¹⁰ ibid.

¹¹ Altered vide special resolution passed at Annual General meeting held on September 30, 2022

¹² Changed at the Extraordinary General Meeting held on April 04, 2022

¹³ ibid.

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However, the Permanent Member Representative cannot appoint a proxy either for attending or voting at any annual or extraordinary general meeting of the company.

(b) Associate Members shall not be entitled to vote at any general meeting but shall be entitled to receive all notices of general meeting and to authorize one (1) of their Representatives to attend thereof.

6.2 Disentitlement to Vote

(a) Subject to these Articles, the Representatives of any Permanent Member shall be entitled to vote at any annual or extraordinary general meeting, only if such Member's name appears on the Register of Members and such member is then currently not prevented from voting as per the terms of Article 6.3.

6.3 Disciplinary Action Against Members

(a) The Representatives of Permanent Member shall have the right to vote at the annual general meeting or any other meeting of IRFU or to be elected to the Board or any Sub-Committee, specified under these Articles only if such Member's annual subscription and other dues have been paid within the timelines prescribed under these Articles. If a Permanent Member fails to make payment of any such amounts or if such amounts are overdue, the Representative of such Permanent Member shall not be entitled to vote at the annual general meeting or any other meeting of IRFU or to be elected to the Board or any Sub-Committee, provided that a notice in writing for payment of such amounts has been given by the Board to the Permanent Member and such amounts are not paid within fifteen (15) days after the receipt of such notice.

(b) If a Permanent Member required under the Tournament Rules or under any resolution or decision of the Board to submit accounts or any financial statements in respect of a tournament, match or fails to submit such accounts or statements within the timelines prescribed by the Tournament Rules or the Board resolution or decision, the Representative of such Permanent Member shall not be entitled to vote at the annual general meeting or any other meeting of IRFU or to be elected to the Board or any Sub-Committee, provided that a notice in writing for submission of such accounts and statements has been given by the Board to the Permanent Member and such accounts and statements are not submitted within fifteen (15) days after the receipt of such notice. It is clarified, any Permanent Member covered by Article 2.2 (c) (ii) and Article 2.2 (c) (iii), shall not be obliged to submit its accounts as aforesaid.

(c) Notwithstanding anything contained in Article 6.3 (a) and (b), nothing shall prevent the Board from permitting the Representatives of a Permanent Member, with justifiable or extenuating reasons clearly outlined in writing, to vote at the annual general meeting or any other meetings of IRFU or to be elected to the Board or any Sub-Committee or extending time for payments of dues or submitting of accounts and statements beyond the periods specified in Article 6.3 (a) and (b).

(d) If any Member fails to pay any annual subscription or other dues due to IRFU or fails to submit accounts or statements in accordance with the timelines prescribed under Article 2.8, the Board shall give notice in writing to such Member to comply with such default, and if such Member fails to so comply within fifteen (15) days of receipt of such notice, the Board may thereafter, at its own discretion, remove the name of such Member (latest by the ensuing 31st December) from the Register of Members and thereupon such Member shall cease to be a Member. IRFU shall have the right to recover any amount due from such Member notwithstanding the termination of its membership.

(e) 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 in general or if any Member willfully 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 the terms of this Article shall be entitled to any refund of any fees or subscriptions, whatsoever.

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7. THE BOARD OF DIRECTORS

7.1 First Directors

- (a) The first members of the Board shall be the subscribers to the Memorandum, who shall be empowered to exercise all the powers, authority and discretion, exercisable by the Board.
- (b) The aforesaid first members of the Board, shall automatically retire at the first annual general meeting, provided however that, they shall be and remain eligible for election/appointment as Directors on the Board.

7.2 Composition of the Board of Directors

- (a) The Board of Directors of IRFU shall consist of a maximum of nine (9) Directors and shall be comprised of:¹⁴
 - (i) One (1) Director who shall have been duly elected to the post of President;
 - (ii) Two (2) Directors who shall each have been duly elected to the post of Vice President, with one (1) such Director being male and one (1) such Director being female;
 - (iii) One (1) Director who shall have been duly elected to the post of Honorary Secretary;
 - (iv) One (1) Director who shall have been duly elected to the post of Honorary Treasurer;
 - (v) Two (2) Directors who shall be Executive Members of the Board and shall have been duly elected to serve as representatives of Permanent Members, with one (1) such Executive Member being male and one (1) such Executive Member being female;¹⁵
 - (vi) Two (2) Directors who shall be Executive Members of the Board and shall have been duly elected by the IRFU Athletes Commission in accordance with Clause 7.3 (c), with one (1) such Executive Member being male and one (1) such Executive Member being female;¹⁶

7.3 Election of the Board of Directors^{17, 18, 19}

- (a) All Directors on the Board, except the Executive Members representing the Athlete Commission, shall be elected by the Members of the IRFU in accordance with this Article.²⁰
- (b) At least 25% of the Directors elected on the Board shall comprise Sportspersons.
- (c) The two (2) Executive Members who are representatives of the Company's Athlete Commission under Clause 7.2 (vi) shall be elected by the members of the IRFU Athletes Commission from among themselves in accordance with any regulations or principles prescribed in that regard by the Indian Olympic Association.²¹
- (d) Each Director shall be elected, as the case may be, at least once every four (4) years and each such Director on the Board shall be elected to the Board for a period of no more than four (4) years in each instance.²²
- (e) The maximum term for which an individual can hold the office of President, with or

¹⁴ Changed at the Extraordinary General Meeting held on April 04, 2022

¹⁵ Altered vide special resolution passed at Annual General meeting held on September 30, 2022

¹⁶ ibid

¹⁷ Changed at the Extraordinary General Meeting held on April 02, 2022

¹⁸ Changed at the Extraordinary General Meeting held on April 04, 2022

¹⁹ Altered vide special resolution passed at Annual General meeting held on September 30, 2022

²⁰ ibid

²¹ ibid

²² ibid

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without break, shall be twelve (12) years.

(f) An individual may serve as the Honorary Secretary or the Honorary Treasurer for a maximum of two successive terms of four (4) years each after which a minimum cooling off period of four years will apply to seek fresh election to either post. No individual shall be eligible to serve as President, Honorary Secretary or Honorary Treasurer if they hold the post of President, Secretary/Secretary-General (or any corresponding office) or Treasurer or on the governing body, of any other National Sports Federation/Association, excepting the Indian Olympic Association.

(g) An individual may be eligible to be elected as a Director only if such individual:

- (i) Is an Indian national; and
- (ii) Does not meet any of the disqualifications applicable to a Director under the provisions of the Act;²³

(h) An individual may be elected as the President, Honorary Secretary or Honorary Treasurer only if such individual is less than seventy (70) years old and any individual who has been elected to such post shall cease to hold office if such individual turns seventy (70) years during the term of office.²⁴

(i) In the event that a candidate for election on the Board is a Civil Servant, the candidate must confirm that the Candidate is not barred from contesting for a post due to exceeding the limits specified for Civil Servants under Office Memoranda No. 11013/1/2016-Est.A-III dated 27.02.2020 issued by the Department of Personnel and Training, Govt. of India (i.e., the candidate must not have already held office for period of two (2) terms or five (5) years, whichever is earlier, in the IRFU) and submit a no-objection certificate/sanctioning letter from the appropriate authority as required under the aforementioned notification.

(j) Notwithstanding anything contained elsewhere in these Articles, the election of the Directors (where applicable) shall be done by secret ballot and in accordance with Rugby India's Election Regulations, which shall at all times be in compliance with Model Election Guidelines prescribed under the Sports Code.

7.4 Powers and Duties of the Board

(a) For the purpose of the Act, the governing body of IRFU shall be the Board.

(b) 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 Applicable Law or by these Articles are expressly directed or required to be done by IRFU in a 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 a 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.

(c) Without prejudice to the generality of the foregoing, the Board shall have the power to delegate to the Chief Executive Officer, with supervision and control by the Board, the day-to-day management of the business affairs and funds of the IRFU.

7.5 Expenses of Directors:

(a) The Directors may be paid all travel, hotel and other expenses properly incurred by them:-

- (i) in attending and returning from any annual or extraordinary general meetings and meetings of the Board or any Sub - Committee; or,
- (ii) in connection with such activities of IRFU, as shall be authorized by the Board from time to time.

²³ Altered vide special resolution passed at Annual General meeting held on September 30, 2022

²⁴ Clause 7.3 (h) deleted and subsequent clauses renumbered accordingly vide special resolution passed at Annual General meeting held on September 30, 2022

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8. PROCEEDINGS OF THE BOARD

- (a) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (b) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (c) In case of an equality of votes, the chairperson of the Board, if any, shall have a second or casting vote.
- (d) 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.
- (e) 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.
- (f) 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 8 (e)), eight (8) clear days' notice shall be given.
- (g) Until otherwise decided six (6) Directors shall form a quorum for all meetings of the Board. The President or in their absence the Vice President senior in tenure (or, if both are of equal tenure, senior in age) shall be the chairperson. Each present member of the Board shall have one vote, save and except that, in the event of any equality of votes, the chairperson shall have a casting vote.
- (h) The Honorary Secretary shall keep the minutes of every meeting of the Board in a book which shall be signed by the chairperson when approved.
- (i) 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.

9. PRESIDENT, VICE PRESIDENTS, HONORARY SECRETARY & HONORARY TREASURER

9.1 Powers and Duties of President, Vice Presidents, Honorary Secretary, Honorary Treasurer

- (a) The President shall have the following powers and duties:
 - (i) Serve as Director on the Board of Directors of IRFU;
 - (ii) Preside at all meetings of IRFU and the Board that he/she attends;
 - (iii) 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 or the Board;
 - (iv) Exercise such functions and duties as may be enjoyed on him personally by IRFU or the Board;
 - (v) Have the power to fill up a casual vacancy as specified in Article 10(a) and (b) herein; and
 - (vi) With the approval of the Board, invite any individual, who, in the President's opinion, can contribute to the promotion and development of Rugby in India, to attend any meeting/s of IRFU or the Board 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.

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(b) The Honorary Secretary shall:

- (i) Serve as Director on the Board of Directors of IRFU;
- (ii) Keep and cause to be maintained the minutes of all meetings of IRFU and the Board 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;
- (iii) Cause all correspondence to be carried on in the name of IRFU save as otherwise directed by the Board;
- (iv) Be in charge of all correspondence and records of IRFU, the Board and any Sub- Committees, including that of such properties as may be entrusted to their care;
- (v) Convene all meetings of IRFU and the Board with the prior concurrence of the President;
- (vi) Have the power to sign the letters of appointment, dismissal or termination of employees;
- (vii) Act in accordance with the provisions of Article 10 (c) herein, in the event of there being a permanent vacancy in the office of the President.

(c) The Honorary Treasurer shall:

- (i) Serve as Director on the Board of Directors of IRFU;
- (ii) Receive all subscriptions and donations and the monies payable and/or receivable by IRFU;
- (iii) Make payments and incur expenditure out of the funds of IRFU as authorised by the Board;
- (iv) Keep accounts of all monies received and expended by IRFU, in respect of the assets, credits and liabilities of IRFU;
- (v) Cause to be prepared a statement of accounts;
- (vi) Place before the Board, proforma annual balance sheets, proforma statement of accounts and the annual budget;
- (vii) Place before the Members in an annual general meeting, duly audited annual balance sheets and statements of account of IRFU;
- (viii) 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; and
- (ix) Cause to be prepared budgets to be presented at the annual general meeting and any extraordinary general meeting.

(d) The Vice Presidents shall each:

- (i) Serve as Director on the Board of Directors of IRFU;
- (ii) If elected to do so in accordance with these Articles, exercise the powers of the President as described in Article 9.1 (a) when the President is unavailable or incapacitated; provided that such powers shall be exercised subject to and in accordance with, any general or special direction and/or resolution of IRFU or the Board;²¹
- (iii) Have the power to request the President to convene Board meetings in accordance with Article 8 (e);
- (iv) Exercise such functions and duties as may be allocated to them personally by IRFU or the Board.

10. VACANCIES

(a) In case the President is temporarily absent from India for a period of more than three months or is temporarily prevented due to any circumstances from attending to carrying out their duties for a period of more than thirty (30) days, the President may, in consultation with the Board, nominate the Vice President senior in tenure (or, if both

²¹ Altered vide special resolution passed at Annual General meeting held on September 30, 2022.

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are of equal tenure, senior in age) to act as President during the President's absence.

- (b) In case the Honorary Treasurer or Honorary Secretary is temporarily absent from India for a period of more than three months or is temporarily prevented due to any circumstances from attending to carrying out their duties for a period of more than thirty (30) days, the President shall, in consultation with the Board appoint one of the other Directors covered under Article 7.3 (a) to carry on these duties during the absence of the Honorary Treasurer or Honorary Secretary, as the case may be.
- (c) In the event of a permanent vacancy occurring in the Board due to any reason, including due to removal of a Director in accordance with these Articles or due to a Director being subject to disqualification under these Articles or due to resignation by a Director, the Board may first appoint a replacement as Additional Director for such slot which Director shall hold office only till the next annual general meeting. In the next annual general meeting, the relevant Director slot will be filled in accordance with the procedure specified under Article 7.3 (a) and (c), as the case may be. Any Director appointed to the Board in accordance with this Article in such annual general meeting shall hold office till the date up to which their predecessor would have held office if they had not vacated the office.²⁶
- (d) It is clarified that a Director will be considered to have resigned for the purposes of Article 10 (c) above only if the Director concerned provides a signed statement of resignation to the entire Board.²⁷

11. CHIEF EXECUTIVE OFFICER

- (a) The Board shall appoint a Chief Executive Officer for the IRFU, who shall be a management professional with significant senior management experience in a reputable company, sports federation or sports enterprise and such other criteria that may be specified by the Board from time to time.
- (b) A Chief Executive Officer so appointed shall exercise the powers and authorities conferred upon them by a contract entered into between them and IRFU and/or by a resolution of the Board, which contract shall also specify the terms of remuneration.
- (c) The Chief Executive Officer may be assisted by a professional team which the Board shall appoint in consultation with the Chief Executive Officer. The Chief Executive Officer shall have the power to delegate any work to such team.
- (d) There shall be an appropriate hiring and induction process laid down by the Board for the Chief Executive Officer and the professional team, which shall include a fair and transparent process and criteria for appointment.
- (e) The day-to-day management of the affairs of the IRFU shall be undertaken by the Chief Executive Officer with the assistance of the professional team in accordance with the terms of reference specified by the Board from time to time. The Chief Executive Officer shall be subject to the superintendence, control and direction of the Board and shall be required to report to the Board regularly and in accordance with the said terms of reference.
- (f) The Board may, at its discretion, invite the Chief Executive Officer to attend Board meetings, provided that the Chief Executive Officer shall not be entitled to vote at such meetings.

12. REMOVAL OF DIRECTORS

The Members of the IRFU can pass a resolution for removal of any director in accordance with Section 115 of the Act. Any Director can be removed from the Board in accordance with the procedures prescribed under Section 169 of the Act.

²⁶ Changed at the Extraordinary General Meeting held on April 04, 2022
²⁷ ibid

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13. THE SEAL

- (a) 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.
- (b) 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.

14. ADMINISTRATION

- (a) Mumbai shall be the permanent administrative head-quarters of IRFU.
- (b) The affairs of IRFU shall be conducted by the Board (so far as are not delegated) and in the name of IRFU.
- (c) Day to day management shall be undertaken by the Chief Executive Officer, to the extent delegated by the Board and subject to any general or special direction and/or resolution of the Members in a general meeting.
- (d) The bankers to IRFU shall be appointed by the Board and may be changed from time to time as it may deem expedient.
- (e) The bank accounts of IRFU shall be operated by such signatories as may be authorised by the Board from time to time.

15. ACCOUNTS

- (a) 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. The IRFU shall follow the mercantile system of accounting.²⁸
- (b) All dues as appearing in the books of accounts of the IRFU, with respect to its Members, as at the end of a Financial Year shall be payable before 30th September of the next Financial Year.
- (c) 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, matches or otherwise within the period stipulated thereunder.
- (d) All books of account shall be kept at the registered office of IRFU. 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 authorized by the Board or by an ordinary resolution of IRFU in a general meeting.
- (e) Regular audits shall be conducted and in any case 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

²⁸ Changed at the Extraordinary General Meeting held on April 04, 2022

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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.²⁹

- (i) 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 auditor's report shall be attached to the balance sheet or there shall be inserted at the foot thereof reference to the auditor's 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.
- (ii) 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.
- (iii) 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 them.
- (iv) The income and property of the Company, whenever desired shall be applied solely for the promotion of its objects as set forth in the Memorandum.

16. AUDITOR/S:

- (a) The first auditor/ s shall be appointed by the Board within one month from the date of incorporation of 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 and/or Sub-Committees, such information and explanation as may be necessary in the discharge of their duties.

²⁹Changed at the Extraordinary General Meeting held on April 04, 2022

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(f) A person shall be eligible for appointment as an auditor of IRFU only if such auditor is a chartered accountant, as defined in clause (b) of sub-section (1) of section 2 of the Chartered Accountants Act, 1949 (38 of 1949) who holds a valid certificate of practice under sub-section (1) of section 6 of that Act, or a firm of chartered accountants.³⁰

17. SUB -COMMITTEES

(a) The Board may constitute, designate and empower any number of Sub-Committees of the Board, for such purpose or purposes, including with respect to matters regarding selection, finances, anti-doping, prevention of age fraud, prevention of sexual harassment etc., in compliance with the Sports Code and/or Applicable Law, for such period or periods of time, and with such powers, authority and discretion, as the Board thinks fit.³¹

(b) The Selection Sub-Committee shall consist of the President, the National Coach and eminent sportspersons and any other 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.

18. TOURNAMENTS

(a) All Tournaments shall be managed by IRFU alone, and all such tournaments shall be run under the auspices of World Rugby and/or Asia Rugby, and shall follow the World Rugby Disciplinary Practice and procedures, as per the World Rugby Regulations as applicable from time to time. Further, all Members and Players are responsible for making themselves fully aware of the Regulations of World Rugby and/or Asia Rugby, including regulations regarding anti-corruption and betting, eligibility, discipline and judicial matters, code of conduct and anti-doping.

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

(c) 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 likely to participate, without the previous written permission of IRFU.

(d) 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.

19. ATHLETES' COMMISSION

(a) In accordance with the requirements set out under the Olympic Charter and as per instructions issued by the IOA from time to time, the IRFU will constitute an Athletes' Commission.

(b) The Athletes' Commission will have the power to elect two (2) representatives as Directors on the Board, with one (1) such Director being male and one (1) such Director being female, in accordance with the provisions set out under Article 7.³²

20. PLAYERS

(a) The IRFU shall frame regulations in respect of the conduct and participation in

³⁰ Added at the Extraordinary General Meeting held on April 04, 2022

³¹ Changed at the Extraordinary General Meeting held on April 04, 2022

³² Altered vide special resolution passed at Annual General meeting held on September 30, 2022

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Tournaments of any Players affiliated to Members. The regulations so framed shall specify that a Player playing Rugby under the aegis of any Member shall be deemed, ipso facto, to submit to the jurisdiction of IRFU.

(b) 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 as applicable from time to time.

21. ALTERATION OF ARTICLES

These Articles may be altered by following the procedure as stated in Section 14 of the Act.

22. JERSEY COLOURS OF IRFU

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

23. RISK AND RESPONSIBILITIES OF IRFU

It is hereby declared that the IRFU, its Members, the Directors, any Sub-Committee, every servant or employee of IRFU:

- (i) 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,
- (ii) 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.

24. INDEMNITY

Subject to the limitations contained in the Act, every member of the Board or any Sub-Committee and every servant or employee of IRFU, shall be indemnified by IRFU in respect of all acts done by them for the IRFU in good faith and with proper authorization.

25. COMPLIANCE WITH LAW

- (a) IRFU shall conduct its affairs in accordance with the principles of the Sports Code.
- (b) IRFU shall conduct its affairs in accordance with Applicable Law. The provisions of the said statute shall supercede any clause, or Article that that may be inconsistent with such statute.

25A. UTILISATION OF EARNINGS AND ASSETS

All income, earnings, movable or immovable properties of the Company shall be applied solely and irrevocably towards the promotion of its objects as set out in this Memorandum, including direct, indirect and administrative expenses connected with the development and promotion of the sports of Rugby. No portion of the income or property of the Company shall be paid, transferred or distributed, directly or indirectly, by way of profit, dividend or otherwise, to any of directors of the Company or their relatives. In the event of dissolution or winding up of the Company, the assets and properties remaining, after satisfaction of all liabilities, shall be transferred to another company registered under Section 8 of the Companies Act, 2013, or to any other charitable organization having similar objects, as may be approved by the Ministry of Corporate Affairs. The objects and application of income stated herein shall at all times remain dedicated to the cause of the sports of Rugby and shall not be utilized for any private, personal, or commercial benefit.¹³

26. SUITS BY OR AGAINST IRFU

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

27. OMBUDSMAN AND ETHICS OFFICER

- (a) The Board shall appoint an Ombudsman who shall be a retired judge of the Supreme Court of India or of a High Court and shall adjudicate disputes which may arise between or among Members, the IRFU, any members of Sub-Committees, and the Directors. The Ombudsman shall be empowered to conduct inquiries while adjudicating disputes. The decision of the Ombudsman shall be binding.
- (b) The Board shall be entitled to adopt a Code of Ethics, with the approval of the Members of the IRFU in a general meeting. The Code of Ethics shall deal with matters relating to conflict of interest and other ethical issues be binding on all Representatives and the Board.
- (c) The Board shall appoint an Ethics Officer who shall deal with matters relating to violation of the Ethics Code.

¹³ Added at the Extraordinary General Meeting held on January 14, 2026

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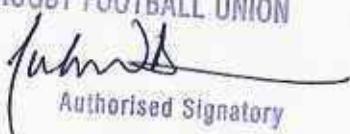
- (d) It is clarified that the same individual may be appointed as an Ombudsman and Ethics Officer by the Board,
- (e) The Board shall be entitled to specify the terms of reference and the procedures for the Ombudsman and the Ethics Officer, with the approval of the Members of the IRFU in a general meeting.

28. **WINDING UP**

- (a) 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.
- (b) The use of the name of the Company for the purpose of advertisement is prohibited.
- (c) Every member shall bind himself to abide by these Articles or any alteration or modification in the Act for the time being in force subject to the approval of the Central Government.

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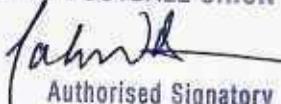
Names Descriptions of Subscribers	Addresses and Occupations of Subscribers	Signature of Subscribers	Name, Address, Occupation and Signature of the Witness to all Subscribers
1. Aga Raza Hussain S/o. Late M. Hussain	10, Darya Nagar House, 69, S. Maharshi Karve Road, Mumbai 400 002 Business	Sd/-	WITNESS TO ALL Sd/-
2. Pramod Kishanchand Khanna S/o. Late Kishanchand Khanna	33C, Raj Mahal, Altamount Road, Mumbai 400 026 Business	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
3. Boman Dara Daver S/o. Dara S. Daver	Appa Baug Estate, 41, Maharshi Karve Road, 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 & Solicitor	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, Mehenna Off Napean Road, Mumbai 400 006 Business	Sd/-	

Mumbai, dated this 30th day of April 2001.

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