

THE COMPANIES ACT, 2013

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

INDIAN CRICKETERS' ASSOCIATION

(A COMPANY INCORPORATED UNDER SECTION 8 OF THE COMPANIES ACT, 2013)

1. The name of the Company is "Indian Cricketers' Association" ("Company").
2. The Registered Office of the Company will be situated in the State of Maharashtra, i.e., within the jurisdiction of Registrar of Companies, Maharashtra at Mumbai.
3. The objects for which the Company has been established are specified below.
 - (a) THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE AS FOLLOWS: -
 1. To conserve, promote and advance the welfare and interests of the members; and arrange to provide benefits such as insurance, medical and such other benefits to players;
 2. To negotiate with the Board of Control for Cricket in India ("BCCI") for securing best commercial and other terms to players including welfare measures and similar benefits for both current and former players, provided that the Company will not be and act as a trade union.
 - (b) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3 (a) ARE: -
 1. To represent the Company's members and affiliated institutions, and to act in furtherance of the objects/activities of its members and affiliated institutions and to liaise with and, make representations before the BCCI, state cricket associations, government, judicial, administrative and executive bodies on behalf of and in the interests of its members and affiliated institutions in India.
 2. To promote, provide for, regulate and manage all or any details or arrangements or other things as may be considered necessary or desirable for, or ancillary to, the comfort, conduct, convenience or benefit the Company's members and affiliated institutions.
 3. To maintain, continue, or provide for the accreditation and affiliation (as applicable) of the Company's members.
 4. To partner with, associate with and cooperate with governing bodies and regulatory authorities in India and abroad in furtherance of the objects of the Company.
 5. To undertake all types of work in the areas of public relations, press relations, or other transactions of any kind and editorial publicity in connection with the objects of the Company.

6. To plan and carry out, training and educational programmes for the Company's members, affiliated institutions and the general public in connection with the Company's objects.
7. To draft and to provide rules, regulations and bye-laws, or otherwise, for deciding and settling all differences that may arise between or among members and affiliated institutions and in reference to any other matter of dispute, including without limitation disciplinary matters, and to make such provisions for enforcing any award or decision as the Company shall deem proper.
8. To print, publish books, brochures, house-journals, sales literature, bulletins and such other literature, as considered necessary and appropriate in the pursuit of the Company's objectives.
9. To employ professionals and personnel required for efficiently carrying out the objects of the Company and to prudently remunerate them from time to time and to enter into agreements with them for laying down the terms and conditions of employment and remuneration.
10. To buy or acquire any kind of immovable property, whether the same be freehold or leasehold or having any right attached to it, whether belonging to the Company or not, for erecting or establishing offices, factories, go-downs, rest houses or apartments for the pursuit of the Company's objects or use by the Company's employees/agents.
11. To accept grants, donations, assistance from public bodies, corporations, companies or persons or trusts and foundations, subject to the provisions of Companies Act, 2013, and the rules framed thereunder and any statutory modification or re-enactment thereof for the time being in force ("Act") for the purposes of achieving the objects of the Company and to manage efficient, effective and permissible fund flow and fund utilisation in consonance with the objects stated herein.
12. To draw, make, accept, endorse, negotiate, discount, execute and issue any promissory notes, drafts, cheques, clear bills, debentures, bills of exchange, bills of lading, railway receipts, warrants, hundies and such other negotiable and transferable instruments of all types or documents of title and to buy and sell or deal in the same in connection with the pursuit of the Company's objects and for that matter to open accounts, whether current, overdraft, cash credit, special or fixed deposit and any other deposit account of any nomenclature and any other accounts of any nomenclature, as existing or the date of opening of such account or may exist in the future with any bank, corporation, company, institution or any other undertaking authorised to carry activities related to banking or para-banking and duly recognised and permitted by the Reserve Bank of India or by any legislation, whether state or central or by any order of the government, whether state or central.
13. To cause the Company to be registered and recognised in the state of Maharashtra and to open offices across the country for the pursuit of the objects of the Company and to do all acts necessary for carrying on the activities of the Company.
14. To buy, acquire, lease, take on hire, install, commission and provide or otherwise allow using basic telecom services, e-mail, data communication services, value-added services and information services.
15. To take agencies of any firm, company or companies, within India or abroad, with the same objects and likewise to appoint agents in the course of pursuing the Company's objects.
16. To accept gifts and awards from the government, semi-government bodies or give gifts, in appreciation of the services rendered by the Company or to the Company by other persons.
17. To continue, establish and support or aid in the establishment or support of cooperative societies, associations and other institutions, funds, trusts, amenities and conveniences and at its discretion to grant bonuses, pensions and allowances and to make payment towards insurance and to subscribe or guarantee money for charitable or benevolent objects or to remunerate or make donations by cash or other assets for the promotion of the Company's objects or to pursue such objects.

18. To create any depreciation fund, revaluation reserve fund, sinking fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company of any other purpose conducive to the interests of the Company.
19. To amalgamate, subject to the provisions of the Act, or collaborate with any other company, firms, whose objects and undertaking are similar to those of the Company.
20. To establish, provide, setup, organise, maintain support, subsidise, assist and/or conduct training classes, colleges and other educational institutions, to organise and participate in seminars, lectures, symposia, conferences, fairs related to the objects of the Company and to compile, collate, edit and publish technical reports and papers related to various topics in the pursuit of its objects.
21. To enter into arrangements or partnerships, agreements of co-operation, joint-ventures or reciprocal concessions, either in whole or part with any other company, firm or person, having objects similar to this Company and government authorities, central, provincial, municipal, local, or otherwise, public or quasi-public bodies, carrying on operations that may seem conducive to any of the Company's main objects and to obtain from any government or authority any rights, privileges and concessions which the Company may think desirable to obtain and to carry out exercise and comply with any such arrangements, rights, privileges and concessions.
22. To advance or receive money, whether in form of security deposit or in any other form of deposit of any nomenclature in accordance with the provisions of the Act, particularly to serve and protect the interest of the Company from such persons or companies and on such terms as may seem expedient and in particular from other parties having dealings with the Company and to guarantee the performance of contracts by any such persons or companies but not amounting to banking business as defined under the Banking Regulations Act, 1949, and the rules framed thereunder and any statutory modification or re-enactment thereof for the time being in force..
23. To subscribe or guarantee money for national, international, charitable, benevolent, educational, public, general, or such other useful object, activity or exhibition or for such other purpose which, may appear to be conducive directly or indirectly to furthering the main objects of the Company.
24. Subject to the provisions of the Act, dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit.
25. To act as consultants, advisors, agents and representatives in connection with the Company's main objects and as management and other consultants and in that respect providing advisory services in various fields including general, administrative, secretarial, commercial, financial, legal, economic, labour, industrial, public relations, scientific, technical, direct and indirect taxation and other levies, statistical, accountancy, quality control and data processing, of the Company.
26. To collaborate with foreign and domestic firms for acquiring or offering technical know-how, or to employ foreign technicians or experts or advisers on a contract basis or otherwise and to depute, on suitable terms, Company's technicians, experts and others in or outside India or developing allied industries and to send out to foreign countries the Company's personnel, including directors and other employees, for further training and to pay towards costs, direct and incidental, for such training, whether in India or abroad.
27. To grant pensions or gratuities to any officers or employees or ex-officers or ex-employees, including directors or ex-directors or other relatives, connections or dependents or the families of such persons.
28. To associate, assist, participate or to enter into any other arrangement or agreement, with any person or undertaking in attainment of the main objects of the Company.
29. To honour, accept, endorse and put into implementation any agreement or understanding entered into by the promoters of the Company on its behalf with any other company, organisation or association.

30. To pay, out of the funds of the Company, all expenses that the Company may lawfully pay with respect to the formation and registration of the Company and to prudently remunerate any person, firm or company for services rendered or to be rendered in or about the formation or promotion of the Company.
31. To undertake or participate in the formation, management, supervision or control of the operations of any other company, trust, firm or person having similar objects.
32. Subject to the provisions of the Act , and the Rules framed thereunder and the directions issued by the Reserve Bank of India from time to time, to borrow or raise in such manner as the Company thinks fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage charge on lien upon all or any of the property or assets, of the Company (both present and future), and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligations undertaken by the Company or other person or company as the case may be but shall not carry on the business of banking as defined in the Banking Regulation Act, 1949, and the rules framed thereunder and any statutory modification or re-enactment thereof for the time being in force.
33. To appoint contractors and other persons and to establish and maintain agencies or branches in any part of India or elsewhere.
34. To sell, mortgage, exchange, grant leases, licenses, easements and other rights in respect of, and to manage, develop and transfer to account or deal with in any manner, the whole of the property, assets, investments, undertakings, rights and effects of the Company or any part thereof for such consideration as may be thought fit.
35. To donate or gift, in cash or in kind, for any national, charitable, benevolent, public or to any institution, club, society, research association, fund, university, college or any other person or body, subject to the provisions of the Act.
36. To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise, and to exercise, carry out, and enjoy and charter, and license, power, authority, franchise, concession, right or privilege, which any government or authority, or any corporation or other public body may be empowered to grant, and to apply for, aid in, and contribute towards carrying on the same into effect.
37. To become a member of other bodies and associations of persons, including societies, clubs and companies limited by guarantee, whether formed for profit or for non-profit activities.
38. To apply for, promote, and obtain any statute, order, regulation or other authorisation or enactment and to oppose any bills, proceedings, or applications which may seem calculated directly or indirectly to prejudice the Company's or any of its members' or affiliated institutions' interests.
39. To apply for, purchase or otherwise acquire any patents, rights, copyrights, trademarks, formulae, licenses, concessions and the like or any secret or other information, or company.
40. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company or who are or were at any time directors or officers of the Company, and the wives, widows, families and dependents of any such other persons, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests of the Company and / or to make payments to or towards the insurance of any such person as aforesaid.
41. To provide for the welfare of employees and members of the Company and the wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses or dwellings or quarters or by grants of money, pensions, gratuities, allowances, or any other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds or other schemes or



trusts and by providing or subscribing or contributing towards places of instructions and recreations, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit.

42. To own, acquire, license, develop software for usage of computer systems, communication systems, or combination of computer and communication systems that may be required towards the attainment of the main objects of the Company.
 43. To appoint legal and technical advisors and bankers for the Company and to pay reasonable expenses for the same.
 44. To do all such other lawful things as may be incidental to or conducive to the attainment of the above objects.
4. The objects of the Company shall extend to the entire territory of India as well as elsewhere in the world where it is necessary to achieve the same.
 5. The Company shall be subject to and shall adhere the following principles:
 - (i) The profits, if any, or other income and property of the Company, whensoever derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum.
 - (ii) No portion of the profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the Company or to any one or more of them or to any persons claiming through any one or more of them.
 - (iii) No remuneration or other benefit in money or money's worth shall be given by the Company to any of its members, whether officers or members of the Company or not, except payment of out—of—pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the Company.
 - (iv) Nothing in this clause shall prevent the payment by the Company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being a member), in return for any services actually rendered to the Company.
 - (v) Nothing in sub-clauses (iii) and (iv) above shall prevent the payment by the Company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the Company.
 6. No alteration shall be made to this Memorandum of Association or to the Articles of Association of the Company which are for the time being in force, unless the alteration has been previously submitted to and approved by the appropriate governmental authority pursuant to the provisions of the Act or such other law as may be prevalent at that time.
 7. The liability of the Members is limited.
 8. Each member undertakes to contribute to the assets of the Company in the event of its being wound up, while he is a member or within one year afterwards, for payments of the debts or liabilities of the Company contracted before he/she ceases to be a member and of the costs, charges and expenses of winding up and for adjustment of rights of the contributories among themselves such amount as may be required not exceeding Re.1/-.
 9. True accounts shall be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditures 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 may be imposed in accordance with regulations of the Company for the time being in force, the accounts shall be open for inspection by the members of the Company. At least once every year, the accounts of the Company shall be examined, and the correctness of the balance sheet and the income and expenditure account ascertained by one (1) or more properly qualified auditor or auditors.
 10. If upon a winding-up or dissolution of the Company, there remains, after the satisfaction of all debts and liabilities

whatsoever, the same shall not be distributed amongst the members of the Company but shall be given or transferred to such another company having objects similar to the objects of the Company, subject to such conditions as a tribunal, as constituted in accordance with the provisions of the Act, may impose, or may be sold and proceeds thereof credited to the Insolvency and Bankruptcy Fund formed under section 224 of the Insolvency and Bankruptcy Code, 2016, and the rules framed thereunder and any statutory modification or re-enactment thereof for the time being in force.

11. The Company can be amalgamated only with another company registered under Section 8 of the Act and having similar objects.

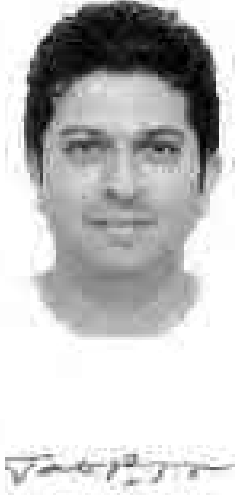


- 12 We, the several persons whose names, addresses, descriptions and occupations are subscribed hereinbelow are desirous of being formed into the Company with not for profit objects in pursuance of this Memorandum of Association.

Name, Address description, occupation of subscribers	Signature of subscriber	Name, Address description, occupation of witness	Signature of witness
<p>Milind Dattatray Rege</p> <p>S/o Yashwant Rege</p> <p>Address: 1201-A, Siddhivinsayk Horizon, Veer Naaman Road, Near Adarsh Nagar, Prabhadevi, Mumbai</p> <p>Occupation: Retired</p>	 	<p>I, Hetal Kudecha, witness to subscriber, who has subscribed and signed in my presence on 03 June 2019</p> <p>Further, I have verified their identity Details for their identification and satisfied myself of their identification particulars as filed in</p> <p>Signed before me:</p>  <p>D/o: Rajendra Chimanlal Kudecha</p> <p>Address: B/503-504, Chandra Prabh, Nahar Nagar, Malad West, Mumbai 400064.</p> <p>Occupation: Service</p>	
<p>Place: Mumbai</p> <p>Date: 03 June 2019</p>			



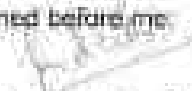

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Name, Address description, occupation of subscribers	Signature of subscriber	Name, Address description, occupation of witness	Signature of witness
<p>Karsan Ghavr S/o Devji Ghavr Address: Flat no- 301, Blaze road, Juhu Versova Link Road, Next to IDBI bank Andheri (west), Mumbai Occupation: Unemployed</p>	 	<p>I, Hetal Kudecha, witness to subscriber, who has subscribed and signed in my presence on 03 June 2019</p> <p>Further, I have verified their Identity Details for their identification and satisfied myself of their identification particulars as filled in.</p> <p>Signed before me:</p>  D/o: Rajendra Chimanlal Kudecha Address: B/503-504, Chandra Prabh, Nahar Nagar, Malad West, Mumbai 400084. Occupation: Service	
<p>Place: Mumbai Date: 03 June 2019</p>			





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Name, Address, description, occupation of subscribers	Signature of subscriber	Name, Address, description, occupation of witness	Signature of witness
<p>Jatin Paranjape S/o Vasudeo Paranjape Address: 27B, 2nd floor, Ganesh Bhuvan, Telang Road, Matunga E, Mumbai 400015 Occupation: Business</p>		<p>I, Hetal Kudecha, witness to subscriber, who has subscribed and signed in my presence on 03 June 2019 Further, I have verified their Identity Details for their identification and satisfied myself of their identification particulars as filed in. Signed before me:  D/o Rajendra Chimanlal Kudecha Address: B/503-504, Chandra Prabh, Nahar Nagar, Malad West, Mumbai 400064. Occupation: Service</p>	
<p>Place: Mumbai Date: 03 June 2019</p>			





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Name, Address description, occupation of subscribers	Signature of subscriber	Name, Address description, occupation of witness	Signature of witness
<p>Ajit Agarkar</p> <p>S/o Bhalchandra Agarkar</p> <p>Address: B-19D1, Ashok Towers, Parel, Mumbai 12, Maharashtra.</p> <p>Occupation: Sports Expert (Commentary)</p>	 	<p>I, Hetal Kudecha, witness to subscriber, who has subscribed and signed in my presence on 03 June 2019.</p> <p>Further, I have verified their identity Details for their identification and satisfied myself of their identification particulars as filed in</p> <p>Signed before me:</p>  <p>D/o: Rajendra Chimanta Kudecha</p> <p>Address: B/633-504, Chandra Prabh, Nahar Nagar, Malad West, Mumbai 400064.</p> <p>Occupation: Service</p>	
<p>Place: Mumbai</p> <p>Date: 03 June 2019</p>			

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Name, Address description, occupation of subscribers	Signature of subscriber	Name, Address description, occupation of witness	Signature of witness
<p>Lalchand Rajput B/o Sitaram Rajput Address: Flat no 1001, Building no 95, B-wing, Shrushti Vihar CHS, Tilak Nagar, Chembur-Mumbai-400089 Maharashtra Occupation: Service</p>	 	<p>I, Hetal Kudecha, witness to subscriber, who has subscribed and signed in my presence on 03 June 2019. Further, I have verified their identity Details for their identification and satisfied myself of their identification particulars as filed in Signed before me:  D/o: Rajendra Chimanlal Kudecha Address: B/503-504, Chandra Prabh, Nahar Nagar, Malad West, Mumbai 400064 Occupation: Service</p>	
<p>Place: Mumbai Date: 03 June 2019</p>			

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Name, Address description occupation of subscribers	Signature of subscriber	Name, Address description, occupation of witness	Signature of witness
<p>Saba Karim</p> <p>S/o Syed Karim</p> <p>Address: P3/22, Tower 8, Silver City, Sector 93, Noida, UP 201301</p> <p>Occupation: GM Cricket Operations BCCI</p>	 	<p>I, Hetal Kudecha, witness to subscriber, who has subscribed and signed in my presence on 03 June 2019</p> <p>Further, I have verified their identity Details for their identification and satisfied myself of their identification particulars as filed in</p> <p>Signed before me:</p>  <p>Mr. Rajendra Chimanlal Kudecha</p> <p>Address: B/503-504, Chandia Prabh, Nahar Nagar, Malad West, Mumbai 400064.</p> <p>Occupation: Service</p>	
<p>Place: Mumbai</p> <p>Date: 03 June 2019</p>			

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Name, Address description, occupation of subscribers	Signature of subscriber	Name, Address description, occupation of witness	Signature of witness
<p>Shantha Rangaswamy</p> <p>S/o Rangaswamy Varadarajan</p> <p>Address: ABB, No. 1667, 16th Main, 32nd Cross, Banashankari 2nd Stage, Bangalore 560070</p> <p>Occupation: Retired</p>	 	<p>I, Hetal Kudecha, witness to subscriber, who has subscribed and signed in my presence on 03 June 2019.</p> <p>Further, I have verified their identity. Details for their identification and satisfied myself of their identification particulars as filed in.</p> <p>Signed before me:</p>  <p>D/o: Rajendra Chimantil Kudecha</p> <p>Address: B/503-504, Chandra Prabh, Nahar Nagar, Malad West, Mumbai 400064.</p> <p>Occupation: Service</p>	
<p>Place: Mumbai</p> <p>Date: 03 June 2019</p>			

वर्ग नंबर / PERMANENT ACCOUNT NUMBER

AHDPK7691R



नाम / NAME

HETAL RAJENDRA KUDECHA

पिता का नाम / FATHER'S NAME

RAJENDRA CHIMANLAL KUDECHA

जन्म तिथि / DATE OF BIRTH

19-12-1978

हस्ताक्षर / SIGNATURE





अध्यक्ष आगुस (कंप्यूटर सेवा)

Commissioner of Income-Tax (Computer Operations)

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले
प्राधिकारी को भुविता / वापस कर दें
आयकर आगुस (कंप्यूटर केन्द्र),
सी-13, प्रत्यक्षकर भवन,
बॉन्डा-कुर्ता कॉम्प्लेक्स,
मुंबई - 400 051.

In case this card is lost/ found, kindly inform/ return to
the issuing authority :
Commissioner of Income-Tax (Computer Operations),
C-13, Pratyakshakar Bhavan,
Bandra-Kurla Complex,
Mumbai - 400 051.

- 12 We, the several persons whose names, addresses, descriptions and occupations are subscribed hereinafter are desirous of being formed into the Company with not for profit objects in pursuance of this Memorandum of Association.

Name, Address, description, occupation of subscribers	Signature of subscriber	of	Name, Address, description, occupation of witness	Signature of witness
<p>1. Kapi Dev</p> <p>S/o Ram Lal Nihari</p> <p>Address: 09, Sunder Nagar, New Delhi 110003</p> <p>Occupation: Self-employed</p>	 		<p>I, Lekhbir Singh, witness to subscriber, who has subscribed and signed in my presence on 03rd June 2019.</p> <p>Further, I have verified their identity Details for their identification and satisfied myself of their identification particulars as filed in.</p> <p>Signed before me:</p>  <p>S/o: Mahender Singh</p> <p>Address: D-62/4, Sangam Vihar, New Delhi - 110062</p> <p>Occupation: Salaried</p>	
<p>Place: New Delhi</p> <p>Date: 03rd June 2019</p>				

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

LAKHBIR SINGH
MAHENDER SINGH

24/06/1983
Permanent Account Number
BHMP54545N



Lakhbir Singh