

MEMORANDUM OF ASSOCIATION
OF
CENTRE FOR ENTERTAINMENT AND SPORT RESOLUTION

(COMPANY LIMITED BY SHARES NOT FOR PROFIT UNDER SECTION 8 OF THE
COMPANIES ACT, 2013)

- I.** The name of the company is "**CENTRE FOR ENTERTAINMENT AND SPORT RESOLUTION**".
- II.** The Registered office of the Company will be situated in the NCT of Delhi.
- III.** The objects for which the company is established are :

(A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ARE:

- 1.** To conduct, provide, undertake and promote resolution services, research, training and teaching in sport and entertainment industry and related matters and encourage and conduct investigations in traditional and modern methods of dispute resolution;
- 2.** To compile information with regard to relevant legislations, rules and judicial or arbitral decisions in the field of dispute resolution services and provide information concerning the types of disputes which could be settled through the resolution services and the modalities for their resolution and to provide such other related assistance as may be requested by the users of the resolution services;
- 3.** To promote reform in the settlement of disputes resolution system and its healthy development suitable to the social, economic and other needs of the community;
- 4.** To work interalia with the authors, performers, organizations holding rights of authors, production houses, fashion designers, apparel designers and suppliers, fashion houses, directors, producers, studios, performance centres, broadcasting organizations, advertising councils and agencies, marketing and communication agencies, content developers, national Olympic committee, event organisers, sport federations', sportpersons, coaches, support personnel, associations and non-profit entities associated with entertainment and/or sports, entities having commercial interest in

sports, anti-doping organizations, entities engaged in entertainment and/or sport gamification, other entities and person(s) engaged, affiliated and/or associated with the entertainment and/or the sport industry, Central and State governments, local administrations and other relevant bodies in India and overseas to increase the size of the sports and entertainment Industry and resolve the issues that impact its integrity, growth, competitiveness or sustainability;

5. To develop literature and engage in dissemination of information pertaining to the objectives.

The doing of all such other lawful things as are considered necessary for the furtherance of the above objects or for protecting the interests of the Company.

Provided that the company shall not support with its funds, or endeavor to impose on, or procure to be observed by its members or others, any regulation or restriction which, as an object of the company, would make it a trade union.

(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3 (A) ARE:

1. To acquire by purchase, lease, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary convenient for the main business of the Company.
2. To enter into partnership or any other financial arrangement, union of interest, joint venture, reciprocal, concession or co-operation with persons or companies carrying on or engaged in the main business of the company.
3. To import, buy, exchange all kinds of plant machinery, apparatus, tools and things, necessary for carrying on the main business of the Company.
4. To vest any movable or immovable property, rights or interests acquired by or received or belonging to the Company, in any person or persons or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
5. To apply for and obtain any orders, charter, privilege, concession, licence or authorisation from any Government, State or such other Authority for enabling the company to carry on its main objects.
6. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the company or any of them and to obtain from any such Government, Authority, person or any company rights, charters, contracts, licences and concessions which the company may obtain and to carry out, exercise and comply therewith.

7. To create any reserve fund, sinking fund, insurance fund or any other such special funds whether for depreciation, repairing, improving, research, extending or maintaining any of the properties of the company or for any other such purpose conducive to the main objects of the company.
8. To pay out of the funds of the company all costs, charges and expenses of and incidental to the formation and registration of the company and any company promoted by the company and also all costs, charges, duties, damages and expenses incidental to the acquisition by the company of the property or assets.
9. To agree to refer to arbitration any disputes present or future between the company and any such other company, firm, individuals or any other such body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.
10. To appoint agents, sub-agents, dealers, consultants, advisors, managers, canvassers, sale representatives or salesmen for transacting the main business of this company.

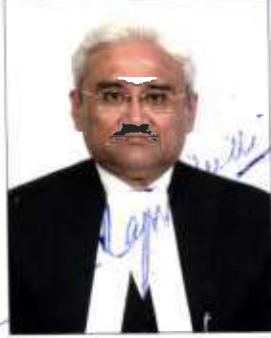


The doing of all such other lawful things as considered necessary for the furtherance of the above objects :

- IV. The objects of the company extend to the NCT of Delhi in Particular & whole of India in General.
- V. (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 person claiming through any one or more of them.
- (iii) No remuneration, or other benefit in money or moneys worth shall be given by the company to any of its members, whether officers or servants of the company or not, except payment of out of pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.
- (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 clauses (iii) and (iv) 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.

- VI.** No alteration shall be made to this Memorandum of Association or to the Articles of Association of the company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar.
- VII.** The liability of the Members is Limited.
- VIII.** The Authorised Share capital of the company is Rs. 1,00,000/- (Rupees One Lakh Only) divided into 10,000/- (Ten Thousand) equity Shares of Rs. 10/- (Rupees Ten Only) each.
- IX.** (1) 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 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 may be imposed in accordance with the regulations of the company for the time being in force, the accounts shall be open to the inspection of the members.
(2) Once at least in 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 or more properly qualified auditor or auditors.
- X.** If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.
- XI.** The Company can be amalgamated only with another company registered under Section 8 of the Act and having similar objects.

XII We, the several persons whose names, addresses, descriptions and occupations are herewith subscribed are desirous of being formed into a Private Limited Company not for profit in pursuance of Memorandum of Association of the Company and agree to take the number of shares in the Capital of the Company set opposite to our respective names:

S. No.	Name, Address and Description of the Subscribers	Number of Equity Shares taken by the Subscribers	Self attested Photograph and Signatures of the Subscribers	Name, address, occupation of the witness to the Subscribers
1.	RAJIV DUTTA S/o. Shri. Baldev Raj Dutta R/o. A1/39 Second Floor, Panchsheel Enclave, New Delhi, South Delhi, Delhi, India - 110017. (Senior Advocate)	3,334		<p>I witness the subscriber, who has subscribed and signed in my presence on <u>25th</u> day of <u>August</u>, 2020 at Noida, Uttar Pradesh. Further, the identity of the subscriber has been verified by me from the Aadhaar Card and I have satisfied myself of the identification particulars as filled in.</p> <p><u>Roopal Singh</u> (ROOPALI SINGHAL) ACS: 20418, C.P. No. 10132 D/o Mr. Vinod K. Singhal, 302, Corbett Towers, The Forest, Sector - 92, Noida, Uttar Pradesh - 201301.</p>
2.	ADITYA SHIVKUMAR S/o. Shri. Ramesh Krishnamurthi R/o. No. 27, 4th Seward Road, Valmiki Nagar, Chennai Tamil Nadu, India 600041 (Entrepreneur)	3,333		
3.	VIDUSH PAT SINGHANIA S/o. Shri. Sharad Pat Singhania R/o. A-5 3rd Floor, Block A, Maharani Bagh, Near Ashram Chowk, Nehru Nagar (South Delhi), New Delhi, Delhi, India - 110065. (Advocate)	3,333		
TOTAL		10,000 Shares		

Date. 25/08/2020

Place. Delhi