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ARTICLES OF ASSOCIATION
OF
INDIAN PICKLEBALL ASSOCIATION

**The Shareholders of the company approved the special resolution for Change in Article of Association of the company in their meeting held on 16th November 2024*

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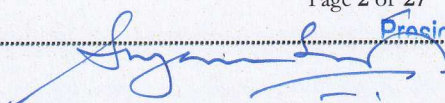

President

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

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:
- 1.2.1. “**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;
- 1.2.2. “**Applicable Law**” shall mean any Indian statute, law, ordinance, rule, administrative, interpretation, regulation, order, writ, injunction, directive, judgment or decree applicable to IPA or to its nominees, successors, assigns, legal representatives as the case may be;
- 1.2.3. “**Articles**” shall mean these Articles of Association of the Company, as amended and in place from time to time;
- 1.2.4. “**Board of Directors**” or “**Board**” means the Board of Directors for the time being of the IPA;
- 1.2.5. “**Company**” or “**IPA**” means Indian Pickleball Association;
- 1.2.6. “**Director**” or “**Directors**” means a Director or the Directors for the time being of IPA;
- 1.2.7. “**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 7.3. as the case may be.
- 1.2.8. “**Financial Year**” shall have the meaning ascribed to it under the Income Tax, 1961;
- 1.2.9. “**Laws of the Game**” means the laws of the game of Pickleball as framed from time to time by GPF;
- 1.2.10. “**Member**” means an individual, association, society, company, or any body of individuals duly admitted to the membership of IPA in accordance with these Articles;
- 1.2.11. “**Memorandum**” shall mean the Memorandum of Association of the Company, as amended and in place from time to time;

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- 1.2.12. **“Player”** shall mean athlete of the sport of pickleball and who is registered with the Association and actively participates in its sanctioned events, adhering to the rules and regulations set forth by the Association and relevant sporting authorities;
- 1.2.13. **“Representative”** means an individual who is duly authorized to represent a Member;
- 1.2.14. **“Pickleball”** means the game of pickleball as played under the Laws of the Game;
- 1.2.15. **“Seal”** means the Common Seal of IPA;
- 1.2.16. **“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;
- 1.2.17. **“State”** shall mean, depending on the context, a State or Union Territory recognized by the Government of India;
- 1.2.18. **“Sub-Committee”** shall mean any number of Sub-Committees that the Board may pursue of its powers under Article 17;
- 1.2.19. **“Territory”** Association shall extend over the whole state of India;
- 1.2.20. **“Tournament”** means any pickleball tournament held, conducted, authorised or sanctioned by IPA, within the Territory;
- 1.2.21. **“Tournament Rules”** means the rules framed by IPA for the purpose of conducting all Tournaments, matches and/or games of whatsoever name or description;
- 1.2.22. **“Global Pickleball Federation”** or **“GPF”** shall mean the world governing body for the sport of Pickleball.
- 1.3. **General Interpretation:** In these Articles, unless the context otherwise requires, words importing the singular shall include the plural, and vice versa; words importing any gender shall include all genders; and words importing persons shall include natural persons, bodies corporate, unincorporated associations, and partnerships.
- 1.4. **References to Statutes:** Any reference in these Articles to any statute or statutory provision shall include a reference to that statute or statutory provision as amended, re-enacted, or extended at the relevant time.
- 1.5. **Authority on Interpretation:** In case of any dispute or ambiguity regarding the interpretation of any provision of these Articles, the interpretation given by the Board shall be final and binding, subject to the provisions of any Applicable Laws.
- 1.6. **Conflict of Provisions:** In the event of any conflict between the provisions of these Articles and the provisions of any Applicable Law, the provisions of the Applicable Law shall prevail.

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1.7. **Legal Jurisdiction:** These Articles shall be governed by and construed in accordance with the laws of India, and any disputes arising out of or in connection with these Articles shall be subject to the exclusive jurisdiction of the courts located within the jurisdiction of the State of Gujarat.

2. MEMBERS:

2.1. Number of Members.

2.1.1. The number of Members with which IPA proposes to be registered upto 15, the Board may, from time to time, register an increase of Members in accordance with these Articles.

2.1.2. The IPA may have up to 36 Associate Members.

2.2. Categories of Membership.

Membership of IPA shall be confined to the following Two (2) classes of Members only: -

2.2.1. **Associate Members** shall not have voting rights and shall be certified clubs within the country of India.

2.2.2. **Permanent Members** shall be any State level association or federation registered or incorporated as a legal body/entity (by whatever name called). Which fulfils the affiliation criteria specified by IPA and is the sole controlling authority in respect to the sports of Pickleball in such State. It is clarified that only one State level association or federation from each State can be a Permanent Member. **Each State/UT level association should have a minimum of 50% of the district level Associations affiliated to it within the timeframe specified by IPA.**

2.3. 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 IPA from time to time.

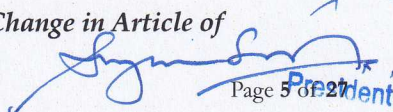
2.4. Certificate of Membership

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

2.4.2. 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 proof thereof and on

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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.

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

2.4.4. 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 IPA.

2.4.5. A certificate which is forfeited to or vests in IPA, shall belong absolutely to IPA 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.

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

2.6. 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 IPA from time to time.

2.7. 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 IPA at any annual or extraordinary general meeting, the Board or any Sub- Committee, pursuant to the powers vested in them by these Articles.

2.8. Admission Fee, Annual Subscription

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

2.8.2. The annual subscription for a particular Financial Year shall be payable on or before 30th September of the next Financial Year.

2.8.3. Every Permanent Member shall annually submit to the Board, before 30th September of each Financial Year, the following:

2.8.3.1. the composition and structure of its organization;

2.8.3.2. the names of the members of its governing body, its office bearers and their designations and tenures;

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- 2.8.3.3. a list of its members and their respective compositions, structures, governing bodies, office bearers, designations and tenures; and,
- 2.8.3.4. its audited statement of accounts and balance sheets.

2.9. Notice

- 2.9.1. Any notice required to be served on any Member shall be posted under registered postacknowledgment due or certificate of posting addressed to such Members, at such Member's registered or head office address in the Register of Members.
- 2.9.2. Any notice sent through the post shall be deemed to have been served at the timewhen the notice is posted, and in providing such service, it shall be sufficient to provethat such notice was properly addressed and posted.

3. GENERAL MEETINGS

3.1. Types of General Meetings

- 3.1.1. Annual general meetings are the general meetings specified in Section 96 of the Act.
- 3.1.2. All general meetings other than annual general meeting shall be called the extraordinary general meetings.

3.2. Annual General Meetings

- 3.2.1. The annual general meetings of IPA shall be conducted once every year in accordancewith Section 96 and other applicable provisions of the Act.
- 3.2.2. Proceedings of all annual general meetings of IPA shall be carried on and minutedinEnglish.
- 3.2.3. The businesses as specified in Section 102 of the Act shall be transacted at all annual general meetings.

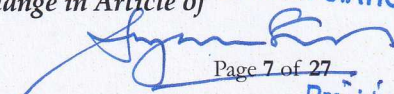
3.3. Notice of Annual General Meetings

- 3.3.1. The Honorary Secretary shall ensure that the Notice of the annual general meetingsare dispatched in terms of Section 101 of the Act as may be applicable to a Section 8Company.
- 3.3.2. 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 noticethereof to the Honorary Secretary. The Honorary Secretary shall circulate such notice toall members of the Board and all Members before the date fixed for the meeting.

3.4. Extraordinary General Meetings

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- 3.4.1. The Board may convene an extraordinary general meeting in terms of Section 100 of the Act.
- 3.4.2. 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.
- 3.4.3. Proceedings of all extra ordinary general meetings of IPA shall be carried on and minuted in English.
- 3.4.4. All business transacted at an extraordinary general meeting shall be deemed special.

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

- 3.5.1. 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.
- 3.5.2. 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 (14) days 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

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. PROCEEDING AT GENERAL MEETINGS

4.1. Quorum at Annual and Extraordinary General Meetings..

- 4.1.1. A simple majority of Members, entitled to vote and present in person, shall form the quorum for an annual and extraordinary general meeting.
- 4.1.2. No business shall be transacted at an annual or extraordinary general meeting the quorum is present at the commencement of the business of the meeting.
- 4.1.3. If within half an hour from the time appointed for an annual and 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.

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4.1.4. 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 from the quorum and may transact the business for which the meeting is called.

4.1.5. The provision 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.

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

4.2.2. If the President is absent, unwilling or refuses to act as chairman, the Secretary of the company shall act as the chairman of the meeting.

4.3. Voting at Annual and Extraordinary General Meetings.

4.3.1. 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 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.

4.3.2. 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 the issue shall be decided by drawing lots.

4.3.3. Every Permanent Member from the State 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.

4.3.4. 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:

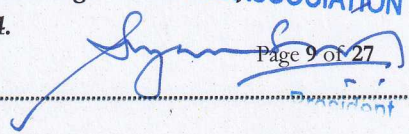
4.4.1. All Members shall be, ipso facto, entitled to have their respective Representatives attend any annual or extraordinary general meeting.

4.4.2. 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

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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 specifies in Article 2.7 herein.

- 4.4.3. 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 sport of Pickleball of such Associate Members. Associate Members shall not have voting rights in any annual or extraordinary general meeting of the Company.

5. ADJOURNMENT OF MEETING

5.1. Role of Chairman

- 5.1.1. 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.
- 5.1.2. When a meeting is adjourned for thirty days or more, notice of the adjourned meetings shall be given as in the case of an original meeting.
- 5.1.3. 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.

- 5.2.1. 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 Meetings.

- 6.1.1. Permanent Members 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. However, the Permanent Member Representative cannot appoint a proxy either for attending or voting at any annual or extraordinary general meeting of the Company.
- 6.1.2. 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 thereat.

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6.2. Disentitlement to Vote

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

6.3.1. The Representatives of Permanent Member shall have the right to vote at the annual general meeting or any other meeting of IPA 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 are overdue, the Representatives of such Permanent Member shall not be entitled to vote at the annual general meeting or any other meeting of IPA or to be elected to the Board or any sub-committee, provided that a notice in writing for payment of such amounts are not paid within 15 (fifteen) days after the receipt of such notice.

6.3.2. 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 IPA 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 has been given by the Board to the Permanent Member and such accounts and statements are not submitted within 15 (fifteen) days after the receipt of such notice. It is clarified, any Member covered by Article 2.2.2.3 and 2.2.2.4. shall not be obliged to submit its account as aforesaid.

6.3.3. Notwithstanding anything contained in Article 6.3.1 and 6.3.2., 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 IPA 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 6.3.1. and 6.3.2.

6.3.4. If any Member fails to pay any annual subscription or other dues due to IPA 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,

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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. IPA shall have the right to recover any amount due from such Member notwithstanding the termination of its membership,

6.3.5. If any Member has been guilty of such conduct, as the Board considers detrimental to the prestige or interest of IPA, the other Members or the game of Pickleball in general or if any Member wilfully refuses or neglects to comply with any of these Articles, such Member shall be liable to be cautioned, suspended or expelled from IPA 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.

7. THE BOARD OF DIRECTORS

7.1. First Directors

7.1.1. 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.

7.1.2. The aforesaid first members of the Board, shall automatically appointed for the first term, and they shall be and remain eligible for election/appointment as Directors on the Board from the first term onwards.

7.2. Composition of the Board of Directors

7.2.1. The Board of Directors of IPA shall consist of a maximum of Fifteen (15) Directors and shall be comprised of:

7.2.1.1. One (1) Director who shall have been duly elected to the post of President;

7.2.1.2. Four (4) Directors who shall each have been duly elected to the post of Vice President, with one (1) such Director being female;

7.2.1.3. One (1) Director who shall have been duly elected to the post of Honorary Secretary;

7.2.1.4. Two (2) Director who shall have been duly elected to the post of Joint Secretary;

7.2.1.5. One (1) Director who shall have been duly elected to the post of Honorary Treasurer;

7.2.1.6. 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;

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7.2.1.7. Two (2) Directors who shall be Executive Members of the Board and shall have been duly elected by the IPA Athletes Commission in accordance with Clause 7.3.3., with one (1) such Executive Member being male and one (1) such Executive Member being female.

7.3. Election of the Board of Directors

- 7.3.1. All Directors on the Board, except the Executive Members representing the Athlete Commission, shall be elected by the Members of the IPA in accordance with this Article.
- 7.3.2. At least 25% of the Directors and the Executive Members elected on the Board shall comprise Sportspersons.
- 7.3.3. The two (2) Executive Members who are representatives of the Company's Athlete Commission under Clause 7.2.6. shall be elected by the members of the IPA Athletes Commission from among themselves in accordance with any regulations or principles prescribed in that regard by the Indian Olympic Association.
- 7.3.4. 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.
- 7.3.5. The maximum term for which an individual can hold the office of President, with or without break, shall be 12 (twelve) years.
- 7.3.6. 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 (4) 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, exception the Indian Olympic Association.
- 7.3.7. An Individual may be eligible to be elected as Director only if such individual:
- 7.3.7.1. Is an Indian national; and
 - 7.3.7.2. Does not meet any of the disqualifications applicable to a Director under the provisions of the Act;
- 7.3.8. An individual may be elected as the President, Honorary Secretary or Honorary Treasurer only if such individual is less than 70 (seventy) years old. **In the event of any inconstancy or conflict between the provisions of the Sports Code and the this Article, the provisions of the National Sports Code shall be applicable.**
- 7.3.9. In the event that a candidate for election on the Board is 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-II

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dated 27.02.2020 issued by the Department of Personnel and Training, Govt. of India (i.e. the candidate must not have held office for period of 2 (two) terms or 5 (five) years, whichever is earlier, in the IPA and submit a no-objection certificate/sanctioning letter from the appropriate authority as required under the aforementioned notification.

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

7.4. Powers and Duties of the Board

7.4.1. For the purpose of the Act, the governing body of IPA shall be the Board.

7.4.2. The management of the business affairs and funds of IPA, the control of IPA and all powers, authority and discretion of IPA 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 IPA 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 IPA in a general meeting, and, provided further that such regulation shall invalidate any prior act of the Board which would be valid, if such regulation has not been made.

7.4.3. 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 IPA.

7.5. Expenses of Directors:

7.5.1. The Directors may be paid all travel, hotel and other expenses properly incurred by them:

7.5.1.1. In attending and returning from any annual or extraordinary general meetings of the Board or any Sub-Committee; or

7.5.1.2. In connection with such activities of IPA, as shall be authorised by the Board from time to time.

8. PROCEEDINGS OF THE BOARD

8.1. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

8.2. Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

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- 8.3. In case of an equality of votes, the chairperson of the Board, if any, shall have a second or casting vote.
- 8.4. The first meeting of the Board shall take place within 3 (three) months from the incorporation of IPA 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.
- 8.5. A special meeting of 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.
- 8.6. 14 (fourteen) clear days' notice of a meeting of 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 the Article 8.5), 8 (eight) clear days' notice shall be given.
- 8.7. Until otherwise decided 6 (six) 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.
- 8.8. 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.
- 8.9. 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, JOINT SECRETARY & HONORARY TREASURER

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

9.1.1. The President shall have the following powers and duties:

9.1.1.1. Serve as Director on the Board of Directors of IPA;

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- 9.1.1.2. Preside at all meetings of IPA and the Board that he/she attends;
- 9.1.1.3. Exercise general control and superintendence over all matters regarding IPA over the Board in the discharge of their duties generally and over all employees of IPA, subject to and in accordance with, any general or special direction and/or resolution of IPA or the Board;
- 9.1.1.4. Exercise such functions and duties as may be enjoyed on him personally by IPA or the Board;
- 9.1.1.5. Have the power to fill up a casual vacancy as specified in Article 10.1 and 10.2. herein; and
- 9.1.1.6. With the approval of the Board, invite any individual, who, in the President's opinion, can contribute to the promotion and development of Pickleball in India, to attend any meeting/s of IPA 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.

9.1.2. The Honorary Secretary shall:

- 9.1.2.1. Serve as Director on the Board of Directors of IPA;
- 9.1.2.2. Keep and cause to be maintained the minutes of all meetings of IPA 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;
- 9.1.2.3. Cause all correspondence to be carried on in the name of IPA save as otherwise directed by the Board;
- 9.1.2.4. Be in charge of all correspondence and records of IPA, the Board and any Sub-Committees, including that of such properties as may be entrusted to their care.
- 9.1.2.5. Convene all meetings of IPA and the Board with the prior concurrence of the President;
- 9.1.2.6. Have the power to sign the letters of appointment, dismissal or termination of employees of the Company;
- 9.1.2.7. Act in accordance with the provisions of the Article 10.3. herein, in the event of there being a permanent vacancy in the office of the President.

9.1.3. The Honorary Treasurer shall:

- 9.1.3.1. Serve as Director on the Board of Directors of IPA;

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- 9.1.3.2. Receive all subscriptions and donations and the monies payable and/or receivable by IPA;
- 9.1.3.3. Make payments and incur expenditure out of the funds of IPA as authorised by the Board;
- 9.1.3.4. Keep accounts of all monies received and expended by IPA, in respect of the assets, credits and liabilities of IPA;
- 9.1.3.5. Cause to be prepared a statement of accounts;
- 9.1.3.6. Place before the Board proforma annual balance sheets, proforma statement of accounts and the annual budget;
- 9.1.3.7. Place before the Members in an annual general meeting, duly audited annual balance sheets and statements of account of IPA;
- 9.1.3.8. Invest and/or disburse the funds of IPA and withdraw any or all 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
- 9.1.3.9. Cause to be prepared budgets to be presented at the annual general meeting and any extraordinary general meeting.

9.1.4. The Vice Presidents shall each:

- 9.1.4.1. Serve as Director on the Board of Directors of IPA;
- 9.1.4.2. If elected to do so in accordance with these Articles, exercise the powers of the President as described in Article 9.1.1. 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 IPA or the Board;
- 9.1.4.3. Have the power to request the President to convene Board meetings in accordance with Article 8.5.
- 9.1.4.4. Exercise such functions and duties as may be allocated to them personally by IPA or the Board.

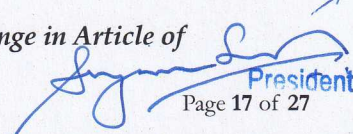
9.1.5. The Joint Secretary shall each:

- 9.1.5.1. Serve as Director on the Board of Directors of IPA;
- 9.1.5.2. Exercise such functions and duties as may be allocated to them personally by IPA or the Board.

10. VACANCIES

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- 10.1. In case the President is temporarily absent from India for a period of more than threemonths 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 are of equal tenure, senior in age) to act as President during the President's absence).
- 10.2. In case the Honorary Treasurer or Honorary Secretary is temporarily absent from India for a period of more than 3(three) months or is temporarily prevented due to any circumstances from attending to carry on these duties for a period of more than 30 (thirty) days, the President shall in consultation with the Board appoint one of the other Directors covered under 7.3.1 to carry on these duties during the absence of the Honorary Treasurer or Honorary Secretary, as the case may be.
- 10.3. 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 the Article 7.3.1 and 7.3.3. , as the case may be. Any Director appointed to the Board in accordance with this Articles 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.
- 10.4. It is clarified that a Director will be considered to have resigned for the purposes of Article 10.3. above only if the Director concerned provides a signed statement of resignation to the entire Board.

11. CHIEF EXECUTIVE OFFICER

- 11.1. The Board shall appoint a Chief Executive Officer for the IPA, **without voting rights** who shall be a management professional with significant senior management experience in a reputable company, sports federation or sports federation or sports enterprise and such other criteria that may be specified by the Board from time to time.

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- 11.2. A Chief Executive Officer so appointed shall exercise the powers and authorities conferred upon them by a contract entered into between them and IPA and/or by a resolution of the Board, which contract shall also specify the terms of remuneration.
- 11.3. 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.
- 11.4. 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.
- 11.5. The day-to-day management of the affairs of the IPA 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.
- 11.6. 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 IPA 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.

13. THE SEAL

- 13.1. The Board shall provide a common seal for the purpose of IPA 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.
- 13.2. The common seal of IPA 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 2 (two) members of the Board and the Honorary Secretary or other person appointed for such purpose by the Board and such 2

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(two) 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:

14.1. **101 Office Rituraj Chamber, Swatik Soc., Navrangpura, Ahmedabad, Ahmadabad City, Gujarat, India, 380009** shall be the permanent administrative head-quarters of IPA.

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

14.3. 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.

14.4. The ankers to IPA shall be appointed by the Board and may be changed from time to time as it may deem expedient.

14.5. The bank accounts of IPA shall be operated by such signatories as may be authorised by the Board from time to time.

15. ACCOUNTS :

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

15.2. All dues as appearing in the books of accounts of the IPA, with respect to its Members, as at the end of a Financial Year shall be payable before 30th September of the next Financial Year.

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

15.4. All books of account shall be kept at the registered office of IPA. The Board shall, from time to time, determine whether and to what extent and at what time and place and under what conditions

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or regulations the accounts and books of IPA or any of them shall be open to the inspection of the Members in the registered/head office of IPA, and no Member shall have the right of inspecting any account or book or document of IPA, except what is conferred by statute or authorised by the Board or by an ordinary resolution of IPA in a general meeting.

- 15.5. Regular audits shall be conducted and in any case at least, in every year, the accounts of IPA shall be examined and the correctness of the accounts and balance sheet ascertained by one or more auditors. Such audited accounts, together with a certificate of such audit and a report on such accounts under the hand of such auditor/s, shall be transmitted by such auditor/s to the Board through the Honorary Treasurer. The accounts so transmitted shall, after being considered by the Board, be presented before the annual general meeting in that year along with a statement of the income and expenditure and a balance sheet containing a summary of the property and liabilities of IPA made up to date for consideration and approval.
- 15.6. A report of the Board as to the state and conditions of IPA 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 4 (four) days before the date of annual general meeting to which the same is to be submitted. A copy thereof may be obtained on application by a Member.
- 15.7. 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.
- 15.8. The accounts shall, unless IPA 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 IPA on that day shall be made out by them.
- 15.9. The income and property of the Company, whensoever desired shall be applied solely for promotion of its objects as set forth in this Articles of Association.

16. AUDITOR/S:

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- 16.1. The first auditor/s shall be appointed by the Board within one month from the date of incorporation of IPA and the auditors so appointed shall hold the office until the conclusion of the first annual general meeting of IPA. Thereafter, IPA 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 7 (seven) days of the appointment, give intimation thereof to every auditor so appointed unless he is a retiring auditor.
- 16.2. 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.
- 16.3. IPA shall in the annual general meeting, fix the remuneration of the auditor/s of IPA, except that the Board may fix the remuneration of the auditor/s appointed before the first annual general meeting.
- 16.4. 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 of IPA, not less than 14 (fourteen) days before the annual general meeting and IPA 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 7 (seven) 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 14 (fourteen) days or less after notice has been given, the notice though not given within the time required by this provision, thereof and the notice to be sent by IPA 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.
- 16.5. The auditor/s of IPA shall have the right to access to the Books of Accounts, vouchers and any other documents relating to the accounts of IPA at the end of every financial year 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.
- 16.6. A person shall be eligible for appointment as an auditor of IPA 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.

17. SUB -COMMITTEES

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

17.2. 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. REVENUE GENERATION

18.1. All Tournaments/Events/Coaching Programmes/Umpiring Programmes shall be managed by IPA alone or they can be contracted to recognised companies approved by the Board, this activity should enable IPA to generate funds to meet its larger vision and all such tournaments shall be run under the auspices of either Indian Pickleball Association or Asian Pickleball Association or Global Pickleball Association shall follow their disciplinary practice and procedures, as per the GPF regulations as applicable from time to time. Further, all Members and Players are responsible for making themselves fully aware of the Regulations of GPF, including regulations regarding anti-corruption and betting, eligibility, discipline and judicial matters, code of conduct and anti-doping.

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

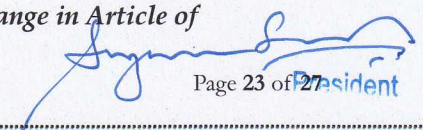
18.3. No Member and no club, association, organization, institution, university, college, school or any other entity, affiliated to a Member, shall conduct or organise any tournament or any match/matches in which Players/teams from any region outside their jurisdiction are participating or are like to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

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

19. ATHLETES' COMMISSION

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

19.2. 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.

20. PLAYERS

20.1. The IPA shall frame regulations in respect of the conduct and participation in Tournaments of any Players affiliated to the registered members of IPA under IPA Subscription Policy. The regulations so framed shall specify that a Player playing Pickleball under the aegis of the registered members of IPA shall be deemed, ipso facto, to submit to the jurisdiction of IPA.

20.2. IPA 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 GPF disciplinary practice and procedures, as per GPF 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 IPA

The jersey colours of IPA shall be Blue or White or such other colours as the Board may decide from time to time.

23. RISK AND RESPONSIBILITIES OF IPA

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

23.1. 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 Pickleball; and,

23.2. 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.

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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 IPA, shall be indemnified by IPA in respect of all acts done by them for the IPA in good faith and with proper authorization.

25. COMPLIANCE WITH LAW

25.1. IPA shall conduct its affairs in accordance with the principles of the National Sports Code and wherever the MoA conflict with the National Sports Code, the latter shall prevail.

25.2. IPA shall conduct its affairs in accordance with Applicable Law. The provisions of the said statute shall super cede any clause, or Article that that may be inconsistent with such statute.

26. SUITS BY OR AGAINST IPA

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

27. OMBUDSMAN AND ETHICS OFFICER

27.1. 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 IPA, 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.

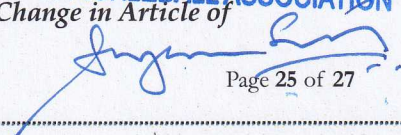
27.2. The Board shall be entitled to adopt a Code of Ethics, with the approval of the Members of the IPA in a general meeting. The Code of Ethics shall deal with matters relating to conflict of interest and other ethical issues be binding on all Representatives and the Board.

27.3. The Board shall appoint an Ethics Officer who shall deal with matters relating to violation of the Ethics Code.

27.4. It is clarified that the same individual may be appointed as an Ombudsman and Ethics Officer by the Board.

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27.5. 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 IPA in a general meeting.

28. WINDING UP

28.1. The Company may be dissolved by a resolution passed by at least three-fourths ($\frac{3}{4}$) of the Permanent Members present at a special general meeting convened specifically for this purpose, provided that the quorum, as defined herein, is met, requiring the presence of at least 75% of the total Members.

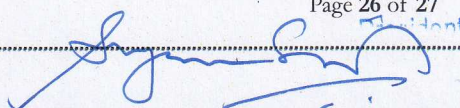
28.2. If upon a winding up or dissolution of IPA, there remains after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the Members but shall be given or transferred to such other company having objects similar to IPA at or before the time of dissolution or in default thereof by the High Court of Judicature that has or may acquire jurisdiction in the matter.

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


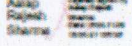
28.4. Every member shall bind himself to abide by these Articles or any alteration or modification in the Act for the time being in force subject to approval of the Central Government.

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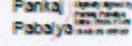
For INDIAN PICKLEBALL ASSOCIATION

 Assistant

Subscriber Details

S. No.	Subscriber Details				
	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated
1	SURYAVEER SINGH BHULLAR S/O MR. KANWALJIT SINGH BHULLAR Resident of A-502, Mercury Apartments, 4th Cross Road, Lokhandwala Complex, Azad Nagar, Andheri (West) Mumbai Maharashtra India 400053 Occupation: Business	0*6*7*1*	Ahmedabad		09/11/2024
2	AALAP RAJESH SHARMAS/O Mr. Rajesh Vedprakash Sharma Resident of 03, Sevaku nj Society, Opp Ayurvedic Garden, Shantivan, Paldi, Ahmedabad City, Gujarat, India, 380007 Occupation: Business	1*2*9*2*	Ahmedabad		09/11/2024

Signed before me

Name Prefix (ACA/FCA/ACS/ FCS/ACMA/ FCMA)	*Name of the witness	*Address, Description and Occupation	*DIN / PAN / Passport number / Membership	*Place	DSC	Dated
FCS	PANKAJ PABAIYA	B-506, PRAKRATI CORPORATE 18-2 YN ROAD INDORE 452003 M.P Practicing Company Secretary	5*5*	Indore		09/11/2024

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