

THE COMPANIES ACT, 2013

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

(INCORPORATED UNDER THE COMPANIES ACT, 1956)

MEMORANDUM OF ASSOCIATION

OF

INDIAN SINGERS' RIGHTS ASSOCIATION

The following clauses comprised in this Memorandum of Association were adopted pursuant to members' resolution passed at the Annual General Meeting held on 28th September, 2016 in substitution for and to the entire exclusion of, the clauses contained in the existing Memorandum of Association of the Company.

- (I) The name of the company is Indian Singers' Rights Association.
- (II) The Registered Office of the Company will be situated in the state of Maharashtra, i.e. within the jurisdiction of Registrar of Companies at Mumbai.
- (III) The objects for which the Company is established are:

A. **THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE**

To protect, exercise and promote on behalf of singers (i.e., Performers who are singers), all their rights with respect to their Performances, to promote the welfare of singers, and to protect the remedies which they are entitled to under the Copyright Act, including but not limited to, protecting, exercising and promoting the rights of singers with respect to their Performances embodied in sound recordings or audio visual recordings, and in any form or medium, by electronic or any other means and protecting, exercising and the promoting rights of singers with respect to broadcasting or otherwise communicating their Performance to public, provided that the Company is committed to deal with only Performers' rights in the Performances of singers and in granting licenses for the same, as provided under the Copyright Act and that, the Company shall always comply with the provisions of the Copyright Act, 1957 and the Copyright Rules, 2013, made thereunder and as amended from time to time.

No object of the Company shall be carried out without the permission of the competent authority, whomsoever and no object of the Company shall be carried out on commercial basis.

B. The objects incidental or ancillary to the attainment of the main objects are:

1. To collect sums on behalf of the Performers, award/distribute it to the respective Performers, and administer, on behalf of the Performers, sums arising from the implementation of the Performer's rights under the Copyright Act and/or any amendment thereto from time to time and to pursue all remedies for the protection of such rights and remedies whether existing at the date of the establishment of the Company or which are established in the future.
2. In the exercise such rights and remedies, to enter into, and from time to time, rescind, alter, or vary, any arrangements and agreements with respect to any such exploitation of such Performances, with regard to the mode, period or extent in, for, or to which, and the terms on which, any such exploitation of such Performances may be made or employed, and to collect and receive, and give effectual discharges for, all sums under any such agreements or arrangements, or otherwise in respect of any exploitation, by all necessary actions or other proceedings, as it may, in its absolute discretion think fit, including taking of legal proceedings to protect and secure the recovery of such

sums and to restrain and recover damages for infringement of the Performers' rights, by means of any exploitation, of the Performances, or any other rights of the Performers or of the Company, on their behalf, in respect of such Performances, and to release, comprise or to refer to arbitration, any such proceedings or actions, or any other dispute or differences, in relation thereof. "Performance" shall mean any visual or acoustic presentation made live by one or more Performers.

3. To enter into agreements with Performers, authorising the Company to exercise the said rights and remedies on their behalf and to obtain from Performers such assignments, licences, assurances, powers of attorney, mandates or other authorities or instruments with respect to their Performances and to issue or grant licenses with respect thereto, to third parties, as may be deemed necessary or expedient, to enable the Company to collect sums on behalf of the Performers and to exercise in its own name or otherwise, all such rights and remedies as provided herein and under the Copyright Act and to account for, and award, the sums so collected on behalf of the Performers to the respective Performers, all in accordance with the relevant schemes framed by the Company for the same, in compliance with the Copyright Act, after deducting the expenses therefrom and carrying out the purposes of the Company.
4. To make, and from time to time, rescind or vary, any policies, rules, guidelines, schemes or practices, in respect of the manner in which, and the period(s) for which, and the conditions under which, the Performers shall authorise the Company to exercise the Right to collect sums ; the method and proportion by, and in which, and the times at which, the sums so received by the Company shall be awarded to the Performers, or on the death of the Performers, to the legal heirs of the deceased Performers; and the administration of the property or business of the Company, and any matters incidental thereto.
5. To make, and from time to time, alter or vary any rules for regulating the mode in which the Performances are to be communicated or declared by Performers to the Company; the mode in which, the period(s) for which, and the conditions under which the Performers are to authorize the Company to exercise the rights and remedies aforesaid in respect of the Performances; the mode in which and the times at which the net sums received by the Company on behalf of the Performers in respect of the Performances shall be awarded to the respective Performers; and the procedure for investigation and determination of complaints by Performers; the terms and conditions under which: (i) a Performer may require the Company to grant to such a Performer a non-exclusive license to permit such a Performer to exercise all or part of his/her performance rights in respect of any particular Performance(s) authorized to the Company by such a Performer; and (ii) the Company may decline to exercise the whole or any part of the rights in any Performances; and administration of the property and business of the Company and any matters incidental thereto.
6. To set up and administer trust funds, scholarships, training grants and other facilities for young Performers, as it think fit.
7. To subscribe to any local or other charities, and to grant donations for any public purpose, and to provide a superannuation fund for the employees of the Company, or otherwise to assist any such employees, their widows and children.
8. To establish, support, subscribe to, and aid in, the establishment and support of funds, trusts, associations or institutions calculated to benefit directors, Members, ex-director or ex-Members of the Company or persons employed by or having dealings with the Company.
9. To establish, support, subscribe to and aid in the establishment and support of, funds, trusts, associations, or institutions, calculated to benefit Performers collectively.

10. To license and exercise on behalf of Performers, all rights and remedies, whether in the nature of Performer's rights or moral rights or otherwise, in respect of the exploitation or use in any way of their Performances.
11. To research, lobby, publicise, and negotiate with governments, licensing bodies, copyright agencies, and all other authorities and bodies, whether in India or in countries other than India, for the purposes of such legislation, and other reforms as may be necessary, from time to time, in the discretion of the Company, for the purpose of establishing or improving the licensing and collection arrangements in respect of the Right to collect sums in India and worldwide, extending and improving such rights and the rights of Performers generally, and making representations to the Indian Government in this connection.
12. To join with other licensing bodies in the grant of collective licences to broadcasters and all other users of recorded performances whether in India or in countries other than India.
13. Alone, or in collaboration with others, to organise or promote Performances concerts, festivals, recordings, and broadcasts, for the purpose of publicising or advancing the activities of the Company or for benefiting or otherwise advancing the activities of Performers in general, and to apply any surpluses realised, either as an addition to the funds of the Company or for the benefit of Performers, either individually or collectively.
14. To take such steps by personal or written appeals, direct-mails, public meetings, or otherwise, as may, from time to time, be deemed expedient for the purpose of procuring contributions to the funds of the Company, in the shape of donations, annual subscriptions, or otherwise, or for the purpose of advancing the interests of the Performers or the employees of the Company.
15. To print and publish any newsletters, periodicals, magazines, books or leaflets and to carry on any research or other investigations that the Company may think desirable for the promotion of its objects.
16. To purchase, take on lease, or in exchange, or on hire or otherwise acquire, any real or personal property, which may be deemed necessary or convenient, for any of the purposes of the Company.
17. To construct, maintain and alter any offices, buildings, necessary or convenient for the purposes of the Company.
18. To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Company.
19. To sell, manage, lease, exchange, mortgage, hypothecate or dispose of, or otherwise with all or any part of the real or personal property of the Company.
20. To borrow, and raise, money in such manner as the Company may think fit, in accordance with the applicable law.
21. To invest the sums of the Company not immediately required for its purposes, in or upon such investments, securities or property as may be thought fit, subject, nevertheless to such conditions (if any), and such consents (if any), as may for the time being, be imposed or required by law.
22. To take or hold any property which may be subject to any trusts, and deal with or invest the same only in such manner as allowed by law, having regard to such trusts.
23. To subscribe money for relief of distress caused by natural disasters or other exceptional calamities.

24. To establish and support, and to aid in the establishment and support of, any other associations formed for all or any of the objects of this Company.
25. To enter into reciprocal representation agreements with companies in India or other countries, having similar objects as set out in this Memorandum of Association, and enter into any arrangement for union of interests, cooperation, reciprocal concession or otherwise with any person, association or company carrying on or engaged, or about to carry on or engage in any activity or transaction which this Company is authorized to carry on so as to, directly or indirectly, further the aims and objects of the Company.
26. To enter into agreements with any organization administering rights corresponding to rights under the Copyright Act, to entrust to such organization, the administration, in any foreign country, of rights of Performers administered by the Company in India or for administering in India, the rights administered in a foreign country, by the organization.
27. To amalgamate with any company, institution or association having objects altogether or in part, similar to those of this Company.
28. To take, or otherwise acquire, and hold shares in, any other company having objects altogether or in part similar to those of this Company so as directly or indirectly to benefit the aims and objects of the Company.
29. To purchase, transfer or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, or associations with same or similar objects, with which this Company is authorised to amalgamate.
30. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) and to purchase, redeem or pay off any such securities.
31. To remunerate any person or company, not being a Member, for services rendered or to be rendered in placing or guaranteeing the placing of any debentures or debenture stock or other securities of the Company or in or about the formation or promotion of the Company.
32. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures or other negotiable or transferrable instruments.
33. To sell or dispose of the undertaking of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
34. To appoint any agent(s) for the collection and recovery of any sums, receivable by the Company, in the exercise of its powers.
35. To enter into any arrangements or contracts with the Government of India or with any state government or with any Indian or foreign government, authorities, municipal, local or otherwise with any person, for the purpose of carrying out the objects of this Company, or any of them, and to apply for and obtain, and to purchase, or otherwise acquire from, any such government, state governments, authority or persons, any rights, powers, privileges, licenses, decrees, certificates, sanctions, grants and concessions whatsoever (whether statutory or otherwise) which the Company may think desirable, to obtain and acquire and to carry out, exercise and comply with any such arrangements, rights, powers, privileges, licenses, decrees, sanctions, grants and concessions.

36. To insure the whole or any part of the properties, undertakings, contracts, guarantees or obligations of the Company of any nature and kind in any manner whatsoever, either fully or partially, to protect and indemnify the Company from any liability, or loss in any respect, either fully or partially.
37. To receive, pay, satisfy or compromise any claims made by or against the Company, which it may seem expedient to the Governing Body/Board of Directors of the Company to pay, satisfy, or compromise, notwithstanding that the same may not be valid in law.
38. To refer or agree to refer any claims, demands, disputes or any other questions by or against the Company or in which the Company is interested or concerned, and whether between the Company or the Members, or his or their representatives, or between the Company and the third parties, to arbitration in India, or at any place outside India, and to observe and perform and to do all acts, deeds, matters and things, to carry out and enforce the arbitration awards.
39. To give and accept aid, donations or gifts to person(s) and to subscribe or continue or otherwise to assist, or to guarantee money to, charitable, benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claims to support or aid by the Company, either by reason of tending to promote, protect and expand the Performance of works for general utility.
40. To remunerate any person not being a Member, and make donations to any person(s), not being a Member, for services rendered or to be rendered in furtherance of the aims and objects of this Company or for any other reason conducive to the promotion of Performers.
41. To establish a scheme or system of providence against the exigencies of old age, sickness, death, or unemployment with respect to the Performers and to provide relief, give donations and help such Performers in times of their need.
42. To procure the Company to be registered or recognized in India under the relevant laws and in any foreign country or place under their relevant laws.
43. To pay all the costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of the Company and other expenses attending to the printing, stamping and all forms to be filled up by the Members of the Company.

Provided the Company shall not support, accept or encourage or endeavour from its members or others an attempt to impose a regulation or restriction which would make it a trade union.

C. OTHER OBJECTS- NIL

IV. THE LIABILITY OF THE MEMBERS IS LIMITED

V. Every member of the Company undertakes to contribute :-

- (i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company or of such debts and liabilities as may have been contracted before he ceases to be a member, and
- (ii) to the cost, charges and expenses of winding up (and for the adjustment of the rights of the contributories amongst themselves) such amount as may be required not exceeding five thousand rupees.

VI. True account 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, of the property, credits and liabilities of the Company, and subject to any reasonable restriction 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, 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 more properly qualified auditors.

VII. If upon winding up or dissolution of the Company there remains, after satisfaction of 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 or institution having objects similar to the objects of the Company to be determined by the members of the Company at or before the time of dissolution or in default thereof, by the High Court of Judicature that has or may acquire jurisdiction in the matter.

VIII. 1. The Income and Property of the Company derived shall be applied solely for the promotion of its objects as set forth in this Memorandum.

2. No portion of the income or property aforesaid shall be transferred directly or indirectly, by way of dividend, bonus or otherwise by way profit, to persons who, at any times 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.

3. Except with the previous approval of the Central Government i.e. Registrar of Companies (Ministry of Corporate Affairs) no remuneration or other benefit in money or any such 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.

4. Except with the previous approval of the Central Government i.e. Registrar of Companies (Ministry of Corporate Affairs) no member shall be appointed to any office under the Company which is remunerated by salary, fees or any other manner not excepted by sub-clause (3) above.

5. Nothing in this shall prevent the payment by the Company in good faith of reasonable remuneration to any of its officers or servants (not being members) and to any other persons (not being a member) in return for any services actually rendered to the Company.

IX. No alteration shall be made to this Memorandum of Association or to the Articles of Association of the Company for the time being in force without the alteration being previously submitted to and approved by Registrar of Companies, Western Region Ministry of Corporate Affairs, Mumbai (Maharashtra).

We, the several persons whose names and addresses are subscribed below are desirous of being formed into a Company not for profit in pursuance of this Memorandum of Association.

Sr. No.	Name, Description, Age, Occupation and Address of Subscribers	Signature of Subscribers	Name, Description, Age, Occupation, Address and Signature of Witness
1	Lata Mangeshkar Occupation : Singer Prabhu Kunj, Peddar Road Mumbai 400 029 D/o Late Pt. Dinanath Mangeshkar	Sd/-	
2	Usha Mangeshkar Occupation : Singer Prabhu Kunj, Peddar Road	Sd/-	

	Mumbai 400 029 D/o Late Pt. Dinanath Mangeshkar		All Subscribers have signed before me Sd/- Harish D. Company Secretary in practice M. No. 28840 CP : 10400 715, 1 st Main Road Indira Nagar 1 st Stage Bangalore 38
3	Suresh Wadkar Occupation : Singer Ajivasan, Juhu Tara Rd, Santacruz (W) Mumbai 400 049 S/o Eshwara Daulu Wadkar	Sd/-	
4	Gurudaas Maan Occupation : Singer 2801/A, Oberoi Sky Heights Lokhandwala Back Rd Andheri (W) Mumbai 400 053 S/o Sardar Gurudev Singh	Sd/-	
5	Sonu Nigam Occupation : Singer Namah, Seven Bungalows Andheri (W) Mumbai 400 058 S/o Agam Kumar Nigam	Sd/-	
6	Alka Yagnik Occupation : Singer 102/B, Oberoi Sky Heights Lokhandwala Back Rd Andheri (W) Mumbai 400 053 D/o Dhanendra Shankar Yajnik	Sd/-	
7	Sanjay Tandon Occupation : Singer 2208, Lantana Nahar Amrit Shakti Chandivali Andheri (E) Mumbai 400 072 S/o Late Rajnarayan Tandon	Sd/-	
8	Abhijeet Bhattacharya Occupation : Singer 1501, Bldg No. 3, Raheja Classique Link Road Andheri (W) Mumbai 400 053 S/o Dhirendranath Bhattacharya	Sd/-	
9	Kumar Sanu Bhattacharjee Occupation : Singer Sana Music World Plot No. 66 Janki Devi Road Andheri (W) Mumbai 400 053 S/o Pashupati Bhattacharjee	Sd/-	
10	Pankaj Udhas Occupation : Singer 6A, Hillside, Carmichael Road Mumbai 400 026 S/o Keshubhai Udhas	Sd/-	

Place: MUMBAI

Date: 14/12/12

THE COMPANIES ACT, 2013

COMPANY LIMITED BY GUARANTEE AND

NOT HAVING SHARE CAPITAL

(INCORPORATED UNDER THE COMPANIES ACT, 1956)

ARTICLES OF ASSOCIATION

OF

INDIAN SINGERS' RIGHTS ASSOCIATION

**Adopted fresh set of Articles of Association vide special resolution passed at the Annual General Meeting of the Shareholders of the Company held on Wednesday of September, 28, 2016*

PRELIMINARY

Subject as hereinafter provided, the regulations contained in Table 'H' in First Schedule to the Companies Act, 2013, shall apply to this Company, in so far as they are applicable to Public companies and not inconsistent with any of the provisions contained in these Articles. Further, except as otherwise provided herein, the Company shall comply with all provisions that are applicable to the Company of the Copyright Act, 1957, the Copyright Rules, 2013 and as each of them may be amended from time to time and every statute that may be substituted thereof.

I – DEFINITIONS & INTERPRETATION

1. Subject headings hereto shall not affect the construction hereof and in these Articles, unless there be something in the subject or context inconsistent therewith the following terms shall have the meaning set forth herein below:
2. In these Articles :
 - (a) “Act” means the Companies Act 2013, as amended from time to time or such other act or legislation as may be promulgated by the Central Government in total exclusion and substitution of the present Companies Act.
 - (b) “Affiliated Society” means any of the societies in other countries, having objects similar to those of the Company, with which the Company has entered into reciprocal representation agreements
 - (c) “Articles” means these Articles of Association of the Company.
 - (d) “Board of Directors” means the Board/Governing Council for the time being of the Company, as constituted and authorized to act pursuant to these Articles and as per the provisions of the Companies Act, Copyright Act, 1957, and the Copyright Rules, 2013 and as each of them may be amended from time to time and every statute that may be substituted thereof.

- (e) “Chief Executive Officer” means the chief executive officer or any other person by whatever name called who for the time being of the Company is in charge of the daily operations and administration and is the chief principal officer of the Company;
- (f) “Cinematograph film” means any work of visual recording and includes a sound recording accompanying such visual recording and “Cinematograph” shall be construed as including any work produced by any process analogous to cinematography including video films and/or television serials.
- (g) “Company” means the above-named company.
- (h) “Communication to the Public” means making any work available for being seen or heard or otherwise enjoyed by the public directly or by any means of display or diffusion other than by issuing physical copies of it, whether simultaneously or at places and times chosen individually, regardless of whether any member of the public actually sees, hears or otherwise enjoys the work so made available.

For this purpose, communication through satellite or cable or any other means of simultaneous communication to more than one household or place of residence including residential rooms of any hotel or hostel shall be deemed to be communication to the public.

- (i) “Copyright Act” means India’s Copyright Act, 1957, and as more particularly amended in 2012, including any statutory modification or amendments thereof, for the time in force.
- (j) “Copyright Rules” means the Copyright Rules, 2013, framed under the Copyright Act, and any amendments made thereto from time to time.
- (k) “Director” means a member of the Board of Directors.
- (l) “Distribution Scheme” shall mean the scheme of Distribution mentioned in the Copyright Act, 1957 and Copyright Rules, 2013 and as contained and framed pursuant to these Articles and the Rules made thereunder; “Distribution” would mean any distribution which may, pursuant to the Memorandum of Association, Articles of Association and the Rules made thereunder of the Company, be made amongst the Members and affiliated societies out of the monies received, by the Company in respect of the exercise of the rights, license or authority granted by them to the Company and “distributed” and “distributable” having corresponding meanings.
- (m) “India” means the territory of India and shall comprise—
 - (a) the territories of the States (as defined under the Constitution of India and shall include any amendments made thereof from time to time);
 - (b) the Union territories specified in the First Schedule of the Constitution of India (as maybe amended from time to time); and
 - (c) such other territories as may be acquired and brought within the purview of the Constitution of India.
- (n) “Member” means and includes Performer Member, Owner Member and Associate Member registered as such Member of the Company as per these Articles..
- (o) “Membership” means membership of the Company.
- (p) “Office” means the registered office for the time being of the Company.
- (q) “Performers” means only singers, who give a Performance, but does not include any other category of performers such as actors, dancers, musicians, acrobats, jugglers, conjurers, snake charmers, or persons delivering a lecture.
- (r) “Performance” means any visual or acoustic presentation made live by one or more Performers including, unless otherwise stated, any mode of visual or acoustic presentation of the Works through any means whatsoever, including any means of presentation of sounds or images, or any combination of sounds or images, or

representations thereof, and/or presentation by means of broadcasting, telecasting, webcasting and the like or the causing of the work to be transmitted to subscribers to a diffusion service and/or by the exhibition of a Cinematograph film, or by the use of sound recordings, and/or by any other means of communication, and references to “Perform” and “Performing” shall be construed accordingly.

- (s) “Performer’s Rights” means the exclusive rights of a Performer to do or authorize the doing of certain acts with respect to their Performances, as provided under the Copyright Act.
- (t) “Register of Performers and Owners of Performer’s Rights” means the register containing the names of the Performers (or their legal heirs) and/or Owners of Performer’s Rights who are members of the Company as provided in the Copyright Act.
- (u) “Right to collect sums” shall mean any right or claim to, or share of, any sums by Performers for the exploitation of their Performers’ Rights, pursuant to, or arising in respect of Chapter VIII of the Copyright Act, or its implementation or any related subsequent amendment to the Copyright Act and/or Copyright Rules, and whether arising in India or elsewhere, and whether or not legally enforceable.
- (v) “Royalty” shall mean and include all amounts received/collected by the Company on behalf of the Members by way of administration of the Performers’ Rights as per the Copyright Act and Copyright Rules.
- (w) “Rules” means the Rules made under the Companies Act the Copyright Act, 1957, Copyright Rules, 2013 and the rules made by the Company, which may be as amended from time to time.
- (x) “Seal” means the Common Seal of the Company, and includes the official seal (if any) kept by the Company by virtue of the Companies Act.
- (y) “Secretary” includes an assistant or deputy secretary, and any person appointed by the Board to perform the duties of the Secretary.
- (z) “Sound Recording” shall have the meaning ascribed to it under the Copyright Act.
- (aa) “Tariff Scheme” shall mean the scheme mentioned in the Copyright Act, 1957 and the Copyright Rules, 2013 (as may be amended from time to time) and as contained in and framed by these Articles.
- (bb) “Visual Recording” shall have the meaning ascribed to it under the Copyright Act.
- (cc) Expressions referring to writing shall be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
- (dd) Words importing the singular number include the plural number.
- (ee) Words importing the masculine gender include the feminine.
- (ff) Words importing persons include firm or company.
- (gg) Unless specifically defined herein, words or expressions contained in these Articles shall bear the same meaning as in the Companies Act and/or the Copyright Act, or any statutory modifications made therein from time to time.

II - MEMBERS

2. The number of Members with which the Company is originally registered is ten (10). Admission to membership of the Company shall be open throughout the year and the number of Members shall be unlimited.

3. The subscribers to the Memorandum of Association and such other Performers and Owners of Performer's Rights as are admitted to membership in accordance with the Articles shall be members of the Company (the "Members"). A Member shall be a Performer entitled to Performers' rights or, in the case of a deceased Performer, a legal heir of such deceased Performer or, an owner of Performer's Rights as provided under the Copyright Act and/or Copyright Rules. The name and address of every Member shall be entered into the Register of Performers and Owners of Performer's Rights along with the nature of rights authorized to be administered by the Company and such other details as may be required under the Copyright Rules.
4. Eligibility for Membership - The following persons, shall be eligible for admission to membership of the Company:
 - (a) any Performer;
 - (b) any Owner of Performer's Rights

on the death of a Performer or owner of Performer's Rights, the legal heirs of such a deceased person such as the spouse, son or daughter above the age of eighteen (18) years, or other relative, next of kin, individual beneficiary under a will, personal or legal representative or a trustee in respect of the right in the Performance of a deceased Performer or owner so long as the Performer's Rights subsist under the Copyright Act 1957.
5. Types of Memberships - There shall be three (3) categories of Members namely:
 - (i) Performer Members – shall mean and include all individual or group Performers who shall be eligible, subject to the fulfillment of other criteria, as may be prescribed by the Board of Directors, to be Members of the Company; and
 - (ii) Owner Member – shall mean and include :
 - i) Indian entities/persons, who have acquired, control or own the Performer's Rights in any Performance, wholly or partially, performed by a Performer for any territory and term that is administered by the Company.
 - ii) Performers or their Legal Heirs who have own, wholly or partially, the Performer's Rights in their respective Performances
 - (iii) Associate Members – The legal heirs of a deceased Performer such as the spouse, son or daughter above the age of eighteen (18) years, or other relative, next of kin, individual beneficiary under a will, personal or legal representative or a trustee in respect of the right in the Performance of a deceased Performer.
6. Every person who is eligible and wishes to become a Member may apply to the Company for admission to membership. Every such application shall be in writing, and shall be signed by the applicant and shall be in such form as the Board of Directors may from time to time prescribe. Each applicant shall submit such proof of performance, evidence of eligibility and fulfilment of the qualifying criteria as the Board of Directors may require, executed by him/her.
7. Each application shall be considered by the Board of Directors or in such a manner as the Board of Directors may, from time to time, direct. No applicant shall be admitted to the membership of the Company unless the applicant is approved by or in accordance with rules set down by the Board of Directors. The Board of Directors shall have full and unrestricted power to refuse any application but must provide the applicant with a reason for such refusal.

8. No person may be admitted by the Company as a Member of any category (Performer or Owner or Associate) unless he has fulfilled the qualifying criteria prescribed for that category in the Rules. The Board of Directors shall prescribe the qualifying criteria for a Member from time to time, and in case of any change, such change in the qualifying criteria shall be approved by the Company in its Annual General Meeting. As soon as practicable, after any additional qualifying criteria has been prescribed and approved, the Board of Directors shall inform its Members of the same, by any means thought fit
9. As soon as practicable after any qualifying criteria have been prescribed and where necessary, approved, the Board of Directors shall, subject to all requirements under the Companies Act and the rules framed thereunder having been fulfilled by the applicant, admit the applicant as a Member of the Company and the Company shall inform the applicant about his membership and his name having been duly added to the records of the Company and updated with the relevant registrar of companies in accordance with applicable laws. Only after the Board of Directors has approved the admittance of a member, the name of such a member shall be entered in the Register of Performers and Owners of Performer's Rights.
10. There will be no entrance, or subscription fees but the Company shall charge a membership fee as determined by the Board from time to time. However, the Company shall deduct annually a maximum of 15% of the total sums collected on behalf of the Performers and Owners of Performer's Rights, as and by way of administrative expenses incurred by the Company. However, the Company may, for a period not exceeding two (2) years from the date of its first registration, deduct up to 20% of the total sums collected on behalf of the Performers and Owners of Performer's Rights, as administrative expenses incurred by the Company. All deductions shall be in accordance with the applicable laws, including the Copyright Act and the Copyright Rules.
11. Every Member shall have issued to him by the Company, a certificate and an identity card as to his membership, in such form and signed by such officer of the Company, as the Board of Directors shall, from time to time prescribe.
12. In case of a company, the membership shall be in the name of the company.
In case of a proprietorship, the membership shall be in the name of the sole proprietor
In case of a partnership firm, the membership shall be in the name of one of the partner(s) of the said firm.
13. Persons eligible to be admitted as Associate member and applying for membership need to submit in writing at the time of application, the necessary documents proving legal heirship as prescribed by the Board of Directors from time to time and in case there are more than one (1) legal heirs, an authorisation letter together with instructions, if any, would need to be submitted to the Company, duly signed by all the legal heirs intimating to the Board of Directors, the person so authorized amongst themselves to represent the legal heirs in the Company. And attend and vote at any General Meetings of the Company and the person so authorized shall be entitled to exercise the same powers on behalf of all the heirs which he represents, as if all the heirs could exercise they were individual Members of the Company. The legal heirs are entitled to change such authorisation not more than once in a fiscal year unless circumstances so demand and as approved by the Board of Directors. The legal heirs need to intimate the Company of such a change promptly.
14. Partnership firms applying for membership need to submit in writing at the time of application, the necessary documents as prescribed by the Board of Directors, including but not limited to the partnership deed, an authorisation letter together with instructions, if any, duly signed by all the partners of such partnership firm intimating to the Board of Directors, the person so authorized amongst themselves to represent them in the Company, and attend and vote at any General Meetings of the Company and the person so authorized shall be entitled to exercise the same powers on behalf of the firm which he represents, as that firm could exercise if it were an individual Member of the Company. The Firm is entitled to change such representative not more than once in a fiscal year unless circumstances so demand and as approved by the Board of Directors. The firm needs to intimate the Company of such a change promptly.

15. Corporate Entities applying for membership need to submit in writing at the time of application, an authorisation letter duly signed by its board, intimating to the Board of Directors on the person authorized to represent the company in the Company and attend and vote at any General Meetings of the Company and the person so authorized shall be entitled to exercise the same powers on behalf of the company/corporate entity which he represents, as that company/corporate entity could exercise if it were an individual Member of the Company. The corporate entity is entitled to change such representative not more than once in a fiscal year unless circumstances so demand and as approved by the Board of Directors. The company/corporate entity needs to intimate the Company of such a change promptly.
16. Performer or Owners of Performer's Rights shall be registered region-wise (viz. North, South, East, West) depending upon the place of residence in case of an individual and upon the place of the registered office of the firm or corporate entity.

III - EXCLUSIVE AUTHORISATION OF RIGHTS

17. Every Member shall, on admission as a Member, or at any time thereafter, as and when requested by the Company, authorize or cause to authorize to the Company, exclusively, all the entitlement to the Right to collect sums, in accordance with the Copyright Act and the Copyright Rules, with respect to all the past, present or future Performances or any part(s) thereof, of which the Member is a Performer or Owner of Performer's Rights is entitled to the Right to collect sums and to the extent that any such entitlement in Performances or part thereof, are or shall, during the membership of that Member, be or become vested in him/her. The authorization shall be for the purpose of administration of the same, by the Company, on the behalf of the Member, including administering any rights which are a part of the Performer's Rights by issue of licenses or collection of license sums or both, on a world-wide basis, or for such part(s) of the world as the Member may decide in consultation with the Board of Directors.
18. Every authorization to the Company pursuant to this Article shall be in writing, shall specify the nature of the rights to be administered by the Company, the duration of the rights, the quantum of fees agreed to, the frequency at which sums shall be paid by the Company to the Member, all of which will be in accordance with the relevant schemes framed by the Company for the same, in compliance with the Copyright Act, and such other details and in such form as the Board of Directors may, from time to time prescribe. But the authorisation shall have to be for and in all of the Performances, past, present and future of which the Member is the Performer or Owner of Performer's Rights.
19. Pending the authorization of rights to the Company pursuant to this Article, every Member, by virtue of his admission to membership of the Company, grants to the Company, for and during the period of his/her membership, subject to other provisions of these Articles and in accordance with the provisions of the Copyright Act, in his/her name or in that of the Company but at the Company's sole charge and expense, the sole power and authority:
 - (i) to authorize or permit or forbid the exercise of the Right to collect sums as part of the Performer's Rights to be administered by the Company on behalf of the Member;
 - (ii) to grant licenses on his behalf for the exercise of such entitlement to the Right to collect sums with respect to his Performer's Rights;
 - (iii) to collect any sums, whether for the authorized use of any of the Members' Performances, or by way of damages or compensation for the unauthorized use of such Performances;
 - (iv) to institute and prosecute proceedings against all persons infringing a Member's Performer's Rights and if the Company in its discretion thinks fit, to defend or oppose any proceedings taken against any Member in respect of the entitlement to the Right to collect sums as Performer's Rights and to compound, compromise, refer to arbitration or submit to judgment in any such proceedings, and generally to represent the Member in all matters concerning the said rights;
 - (v) to protect generally the Performer's Rights in the Member's Performances;

- (vi) to delegate authority to do any acts as aforesaid to any Affiliated Societies and to any agent or representative in territories overseas, for the purpose of exercising the said rights in such territories.
20. The Company may exercise the Right to collect sums as part of the Performer's Rights of Members of any Affiliated Societies pursuant to the terms of any contract now existing or which may hereinafter be made between the Company and such Affiliated Societies. The Company may also exercise and enforce copyrights belonging to persons who are not Members of the Company or Members of an Affiliated Company/person pursuant to the terms of any contract which may be made between the Company and any such persons and such Members and person shall be governed as per Rules of the Society.
21. The Company may, by notice in writing to any Member decline to exercise, the whole or any part of the entitlement to the Right to collect sums as Performer's Rights and thereupon the provisions of Articles 17 and 19 shall cease to apply to such exclusion. Provided always that, the Company may at any time and from time to time by further notice in writing to such Member withdraw such notice, whereupon the provisions of Articles 17 and 19 shall, once again apply to the same.
22. Every member at the time of his membership and thereafter from time to time, shall notify the Company through such forms as prescribed by the Company, details of all works in respect of which he/she/it is the Performer and/or Owner of Performer's Rights. Every member shall also deposit with the Company, upon request by the Company, such further proofs, contracts, agreements and documents including a print or copy of each such performance. The Company shall not be responsible for any loss or damage (financial or otherwise) sustained by any Member by reason of his/her/its failure to comply with the provisions of this Article.
23. No legal proceedings in respect to the Performer's Rights being authorised to the Company by a member and which are thus being controlled by the Company shall be instituted or undertaken by any member without the sanction of the Board of Directors.

IV – MEMBERSHIP NOT TRANSFERABLE

24. No Member shall be at liberty to transfer his membership to any other person or to alienate or exercise the rights to be administered by the Company on behalf of the Member except as provided for in the Copyright Act.
25. No Member shall enter into any contract which is against the provisions of the Copyright Act and Copyright Rules. Each member is entitled to the Right to collect sums as Performer's Rights, with respect to the Performance.

V - TERMINATION OR TRANSFER OF MEMBERSHIP

26. Termination of Membership by Death - On the death of the Member his membership shall cease and shall not be transmitted to any other person, but the rights (if any) already vested in the Company by the Member, or controlled by the Company by virtue of his membership, shall, remain so vested or controlled, for a period ending on the 31st day of March in the year following the year in which the Member's death took place unless within that period, the legal heir of the deceased Member such as the spouse, child or other relative, next of kin, or beneficiary in respect of the right in the Performance of a deceased Performer, applies for and is admitted to the Associate Membership of the Company. Any payment, to which the Member would, if alive, be entitled, in accordance with the Rules, shall be made to the Member's legal heir.
27. By Liquidation -- In the case of a member, being a company or a firm, its membership shall cease :
- (i) in the case of a company, in the event of and upon the liquidation of such company (other than voluntary liquidation for the purpose of reconstruction), and
 - (ii) in the case of a firm in the event of and upon, such firm ceasing to carry on business.

Upon such liquidation or cessation of business, the rights (if any), already vested in the Company by such company or firm, or controlled by the Company by virtue of the membership of such company or the firm, shall, remain so vested or controlled for a period ending on the 31st day of March in the seventh year following the year in which the liquidation or cessation of business occurred. Any payments to which company or the firm would, if it had remained a member, have been entitled to in accordance with the Rules in respect of such period shall be made to the person entitled for the time being to receive debts due to the company or firm.

28. Termination of Membership by Expiry of Copyright / Performer's Rights - The membership of a Member shall *ipso facto* cease upon the expiration of the longest period for which copyright / Performer's Rights subsist by virtue of statute in any country which is either a member of the Berne Union or a party to the Universal Copyright Convention or the Rome Convention in any of the performances in respect of which such Member is entitled to the Right to collect sums.
29. Termination of Membership by Disposal of Interest - In the case of any Member being a legal heir of the deceased Member, upon such Member having disposed of all interest in all rights in Performances of the deceased Member, which may have vested in him as such legal heir.
30. Termination of Membership by the Board of Directors - The Board of Directors shall be entitled to terminate the membership of any Member in the following manner:
 - (i) If any Member acts contrary to the interest of, or prejudicial to the Company or otherwise does any act(s) detrimental to the interests of the Company and/or commits a breach or violation of the Articles, the Board of Directors shall be entitled to terminate his membership of the Company by passing or adopting a resolution to that effect, on a case to case basis.
 - (ii) However, no resolution terminating the membership of any Member shall be passed by the Board of Directors unless and until the Board of Directors, issues a show cause notice in writing to the Member, to the Member's last known address, giving the Member an opportunity to be heard and show cause within fourteen (14) days, as to why his membership of the Company should not be terminated. On receipt of such notice by the concerned Member, if the Member show causes why his membership should not be terminated, such Member's explanation shall be considered by the Board of Directors prior to passing any resolution for terminating his membership.
 - (iii) In the event, the Member does not show cause within the prescribed period, why his membership should not be terminated, the Board of Directors shall be entitled to terminate the Member's membership by passing a resolution to that effect and without giving the Member any further opportunity of being heard.
 - (iv) On the passing of the resolution by the Board of Directors terminating the membership of any Member, such Member shall cease to be a Member of the Company with immediate effect.
31. Termination of Membership by the Member - Where the Company fails to fulfill its commitments as laid down in the Assignment Agreement with any Member, the Member may be at liberty to terminate the membership by withdrawing the authorization given to the Company to administer his/her Right to collect sums. However, the Member shall be required to provide a prior written notice of sixty (60) days subsequent to which the Member may be entitled to withdraw the authorization.
32. In all other cases of termination of membership by a Member, a Member may, by giving two (2) months' prior notice in writing to the Secretary, terminate his membership:
 - (i) on the expiry of three (3) years after the date with effect from which the Member was first admitted to the membership of the Company; or
 - (ii) thereafter, on any third anniversary of that date.

Provided always that, the Board of Directors may accept any such notice of termination of membership with less or no notice if, in its absolute discretion, it so decides.

VI - CONTINUATION OF CONTROL OF THE RIGHT TO COLLECT SUMS PENDING PROCEEDINGS

33. If any proceedings have been instituted by or against the Company in respect of a Member's Performance(s), either in the name of the Company or of the Member, and such Member ceases to be a Member during the pending of the proceedings, any rights which are the subject of such proceedings and have been vested in the Company by such Member, or are controlled by the Company by virtue of his membership, shall remain so vested or controlled in the Company, until such proceedings are finally disposed of.

VII - CESSATION OF MEMBERSHIP

34. Subject to the provisions of Articles 26 to 33 above, all rights, privileges and obligations of membership shall cease on the date of cessation of membership. In particular, but without prejudice to the generality of the foregoing, the Member concerned shall cease to have any claim upon the assets of the Company, and shall not be awarded any further sums except in accordance with the Rules in respect of any period prior to cessation of membership.

VIII - PRIVILEGES AND OBLIGATIONS OF MEMBERS

35. Every Member whose name is included in the Register of Performers and Owners of Performer's Rights as member shall be entitled to all the benefits under and shall be bound by these Articles of Association, so long as he continues to be a Member. However, all legal heirs of the Performers shall be Members and shall be included in the Register of Performers and Owners of Performer's Rights as Associate Members, only on the death of the Performers.
36. Each and every Member shall notify to the Company, change of address and/or ownership. In event of non- communication, the Company shall continue to communicate at the old address and sums generated shall also be sent on the same address and in the event that the sums accrued to such Member remains unclaimed for 3 years, the Member's right to receive sums for that period shall be forfeited and the amount due shall be transferred to any welfare scheme as may be framed under the Copyright Act and Copyright Rules.
37. Every Member shall be entitled to receive a notice of the General meetings of the Company, copy of the audited accounts, Auditor's Report, and Report of Board of Directors to the Members.
38. Every Member shall be entitled to vote at all meetings of the Company on any matter referred to the General Body of Members.
39. Every Member shall be entitled to all such facilities and services as may be decided by the Board of Directors from time to time.
40. Every Member has a right to obtain copies of the Memorandum of Association, Articles of Association, on request, on such conditions and payment of fees as may be prescribed by the Board of Directors from time to time;

IX – REGISTRATION OF COMPANY AS COPYRIGHT SOCIETY UNDER THE COPYRIGHT ACT

41. The Board of Directors shall apply to the Registrar of Copyrights for registration of the Company as a copyright society under Section 33 of the Copyright Act and shall do all the necessary acts and execute the necessary documents that may be required under the Copyright Act and/or Copyright Rules for the registration of the Company thereunder.

X – MAINTENANCE OF REGISTERS

42. The Company shall maintain, among other registers, the following registers along with other documents as may be prescribed under the Companies Act, 2013 and the Copyright Act and Copyright Rules :
- (i) Register of Performers and Owners of Performers Right– which shall contain the names of Members, addresses and the rights to be administered by the Company, date at which the Company becomes entitled to administer such rights of each member, the duration of such rights, and such other details as the Copyright Act and the Copyright Rules made thereunder may prescribe from time to time; and
 - (ii) Register of Agreements – which shall contain a copy of every agreement entered into by the Company with each member for the administration of rights.
 - (iii) Register of Members - The Company shall cause to be kept a Register and Index of Members in accordance with the provisions of the Act.

XI - NOTICE OF MEETINGS

43. A notice of any meeting of the Company shall be given to all members and other persons who are entitled to receive notices from the Company as per the provisions of the Act. Annual General Meetings and Extraordinary General Meetings called for the passing of a Special Resolution shall be called by giving a twenty one (21) days' clear notice in writing at the least and a Meeting of the Company other than an Annual General Meeting or a Meeting called for the passing of a Special Resolution shall be called by fourteen (14) days' clear notice in writing at the least. A General Meeting may be called by shorter notice than that specified in this Article if it is so agreed by 95% of those persons entitled to attend and vote at such Meeting.
44. The notice shall be exclusive of the day on which it is served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and the general nature of the business that is to be transacted, and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in the General Meeting of the Members. The notice shall be given to all the Members including the members of the Board of Directors and the auditors at the last known address as registered by the Member. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

XII - ANNUAL GENERAL MEETING

45. The Company shall convene a General Meeting of its Members called the Annual General Meeting of the Company in accordance with the Act and in adherence to the Copyright Act and Copyright Rules in force from time to time. The Company may also hold a special Meeting of the Members to discuss the same, if considered necessary. The Annual General Meeting of the Members shall be held in the city in which the Registered or Administrative office of the Company is situated.
46. The Board of Directors shall place the following documents before the Members at every Annual General Meeting:
- (i) An up to date list of the Members, their names and addresses as recorded in the Register of Performers maintained by the Company;
 - (ii) The audited accounts of the Company for the previous accounting year;
 - (iii) Details of any schemes, or any modifications to the existing schemes, framed by the Company in accordance with the Copyright Act and the Copyright Rules;
 - (iv) A statement approved by the Board of Directors setting out the full and detailed account of all its activities during the previous year;
 - (v) Details of the budget estimate for the succeeding year and a programme of action for the succeeding year;

- (vi) Agreements, if any, entered into with foreign copyright societies in accordance with the provisions of the Copyright Act;
 - (vii) Any changes made to the instrument of registration of the Company; and
 - (viii) Any other document relating to the Company that requires the approval of the General Body.
47. Within one (1) month from the conclusion of the Annual General Meeting, the Company shall file the annual returns as provided for in the Copyright Rules, with the Registrar of Copyrights.

XIII - EXTRAORDINARY GENERAL MEETING

48. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Extraordinary General Meetings shall be held in the city in which the Registered or Administrative office of the Company is situated.
49. The Board of Directors may, whenever it deems fit, call for an Extraordinary General Meeting by two thirds majority of the Board of Directors. An Extraordinary General Meeting may also be called at the requisition of Members in accordance with the provisions of the Act. All business transacted at an Extraordinary General Meeting and an Annual General Meeting shall be deemed to be special with the exception of consideration of accounts and balance sheets, reports of the Board of Directors and the auditors, the appointment of Directors in the place of those retiring, and the appointment and fixation of remuneration of the auditors.

XIV - PROCEEDINGS AT GENERAL MEETINGS

50. (i) No business shall be transacted at any General Meeting unless the requisite quorum of members is present at the time when the Meeting proceeds to business.
- (ii) The quorum for the Meeting shall be one third ($1/3^{\text{rd}}$) of the Members as registered in the Register of Members of the Company as on the date of the Meeting or 5 members whichever is higher.
51. Pursuant to and in accordance with the Copyright Rules, the Chairman shall be elected by a $2/3^{\text{rd}}$ majority of all the members present and voting at a General Meeting of the Company. The said election of the Chairman shall be by way of show of hands unless a poll by ballot is demanded by the said candidates. Further such elected Chairman shall be in addition to the Performer Members and Owner Members elected on the Board of the Company. The Chairman shall be elected for a period of 2 years. However, the Chairman is eligible to be re-elected.
52. The Chairman, or in his or her absence, the Vice Chairman shall preside as Chairman of the Meeting, but if neither the Chairman nor the Vice Chairman be present within thirty (30) minutes after the time appointed for holding the Meeting or if neither of them is willing to act as such, the Board of Directors present shall elect, by a simple majority, one amongst them to be the Chairman and, if there is only one Director present and willing to act, he or she shall be the Chairman. If, at any Meeting, no Director is present within thirty (30) minutes from the time appointed for the Meeting, the Performer Members present shall elect by a simple majority, one among themselves to be the Chairman of the Meeting. A Director shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any Meeting.
53. A resolution put to vote at the Meeting shall be decided on a show of hands unless before the declaration of the show of hands, a poll is duly demanded by the Chairman of the Meeting or by at least five (5) Members present in person or by any Performer Member, Owner Member or Associate Members present in person and representing not less than one tenth of the voting rights of all the Members having the right to vote at the Meeting.

54. Unless a poll is duly demanded, a declaration by the Chairman of the Meeting that a resolution has been carried out unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the Minutes of the Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
55. A poll demanded on any question shall be taken either forthwith or at such later time and at such place as the Chairman of the Meeting directs not being more than thirty (30) days after the conclusion of the Meeting. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which the poll was demanded. The result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the Meeting shall continue as if the demand had not been made.
56. The Chairman shall have the right to vote in his individual capacity in the General Meeting. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a casting vote.
57. No notice need be given of a poll not taken forthwith if the time and place at which it is taken are announced at the Meeting at which it is demanded. In any other case, seven (7) clear days' notice at the least shall be given specifying the place, the day and the time at which the poll is to be taken.
58. Subject to the prior approval of ROC/Central Government for the purpose of altering any part of these Articles, the necessary special resolution shall be required to be passed at the General Meeting where not less than one third of the Members as registered in the Register of Members and the Register of Performer's and owners of Performer's Rights of the Company as on the date of the Meeting are present and the same needs to be passed by a majority vote of not less than three fourths of the Members present in person and entitled to vote.

XV – ADJOURNMENT OF MEETING

59. If such a quorum is not present within thirty (30) minutes from the time appointed for the Meeting or if during a Meeting the quorum ceases to be present, the Meeting shall stand adjourned to the same day and same place after half an hour or on such other day, time and place, as the Board of Directors may determine. If, at the adjourned Meeting, a quorum is not present within thirty (30) minutes from the time appointed for the Meeting, the Members present in person and entitled to vote shall have power to decide upon all matters which could properly have been disposed off at the Meeting from which the adjournment took place.
60. The Chairman may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Members) adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than business which might properly have been transacted at the Meeting had the adjournment not taken place. It shall not be necessary to give any notice of an adjourned Meeting.

XVI - RESOLUTIONS IN WRITING

61. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it shall be valid and effectual as if it had been proposed at a General Meeting duly convened and held and may consist of several documents in the like form each signed by or on behalf of one or more of the Members. If such a resolution in writing is described as a Special Resolution or as an Extraordinary Resolution, it shall have effect accordingly.

XVII - VOTES OF MEMBERS

62. Every Member (whether Performer Member, Owner Member or an Associate Member) shall have one (1) vote on a poll as well as on a show of hands. Each member shall have equal voting power on poll as well as on show of hands and shall. No Member shall be entitled to a vote unless he is present in person. No Proxy is allowed. Votes may be given personally in case of individuals. In case of firms, companies or body corporates, votes may be given by a representative duly authorised by the respective firm, company or body corporate and intimated to the Company (along with all supporting documents as may be demanded by the Company) while applying for membership or any changes made thereafter. Legal Heir's of Members shall not have a vote.
63. If any Member entitled to vote be a lunatic or of unsound mind, the vote on his behalf shall be by his legal guardian; provided that such evidence of the authority of the person claiming to vote shall be accepted by the Board of Directors and such writing shall be deposited at the registered office of the Company not less than seventy two (72) hours before the holding of the Meeting.
64. If voting is to be done by ballot, the Chairman shall appoint an Election Officer who shall issue official ballot papers to all such members present in person and thereafter conduct the elections in a fair and transparent manner. The Election Officer will then declare the results at the General Meeting and certify the election results to be correct which it shall then handover to the Chairman of the Meeting. The result so declared shall be deemed to be the resolution of the meeting at which the poll was conducted.

XVIII - THE BOARD OF DIRECTORS

65. Subject to the provisions of Section 149 of the Act, the Board of Directors shall comprise of not more than twelve (12) Directors. The Company is proposed to be registered with three (3) Directors, namely Mr. Sanjay Tandon, Mr. Sonu Nigam and Mr. Suresh Wadkar. The Board of Directors shall always maintain a composition of such number of Directors, that would represent equally the Performer Members and Owner Members and shall put in best efforts to maintain a composition of such number of Directors to equally represent North, South, East & West of India. All Directors shall be Indian Citizens domiciled and residing in India. The members of the Board of Directors shall be termed as "Directors" and shall be the Directors of the Company. The term of the Directors will be in accordance with the provisions of Section 152 of the Act and the Copyright Act and Copyright Rules.
66. The Board of Directors may nominate 5 (five) Directors to be confirmed in a General Meeting in the following manner:-
 - (a) Two (2) Members of repute as Consultant Directors.
 - (b) Three (3) Members who are Senior Executives in the employment of the Company as Executive Directors.These Directors shall be subject to the same provisions as to retirement, resignation and removal as other Directors.
67. For a member to stand and represent a specified region, the member should be a Performer Member or Owner Member registered as such to membership from that region at the time of his membership.
68. In addition to the number of Directors as in Article 65 and 66 above, there shall be a Chairman of the Company who would be the Chairman of the Board.
69. Appointment, Re-appointment and/or replacement of Directors shall be as per the provisions of the Act, Copyright Act and Copyright Rules.
70. Any person to be elected to the Board shall fulfil certain additional criteria as laid down in the Rules of the Company and be compliant with applicable provisions of the Act.

XIX - CHAIRMAN, VICE CHAIRMAN OF BOARD OF DIRECTORS AND CHIEF EXECUTIVE OFFICER

71. The Chairman of the Board of Directors shall be elected by two-thirds of the majority of all the Members present and voting in the Annual General Meeting and the Chairman shall chair the General Body. The Chairman shall have the right to vote as part of the General Body and the Board of Directors.
72. The Vice Chairmen shall be appointed by the Directors from amongst themselves. All Directors on the Board of Directors of the Company except the Chairman shall be appointed for a term not exceeding two (2) years and shall not be eligible for re-appointment for a subsequent period of two (2) years from the date of completion of their term. The Vice Chairman shall not have a casting vote.
73. All acts done by any meeting of the Board or of any Committee or by any person acting as a Director, shall, notwithstanding that it may afterwards be discovered that there was some defect in the appointment of any such Director or persons acting as aforesaid, and that they or any of them were disqualified, shall be as valid as if every such person had been duly appointed and was qualified to be a Director.
74. Any person who may or may not be a Member of the Company shall be appointed as the Chief Executive Officer of the Company. The Board may, from time to time, appoint such a Chief Executive Officer for such term and at such remuneration as it may think fit, and (subject to any contract entered into between the Company and such Chief Executive Officer) may from time to time remove and appoint some other person as Chief Executive Officer in his place. The Chief Executive Officer so appointed shall be holding the position of a principal officer of the Company.

XX - RETIREMENT OF DIRECTORS

75. The Board of Directors shall be elected for a period of 2 years and shall retire from office at such second Annual General Meeting. A Director shall not be eligible for re-appointment / re-election for a period of two (2) years from the date of completion / termination of the earlier term.
76. Any person retiring for any reason as a Director of the Board of Directors otherwise than at an Annual General Meeting, shall not be eligible for re-election or re-appointment as a Director until the period of two (2) years from the date of his retirement, irrespective of the length of time that such person has served as the Director of the Board of Directors.
77. The Board of Directors may appoint a retired Director, as an Honorary Director on such terms, and for such period, as it shall deem expedient.

XXI - REMOVAL OR DISQUALIFICATION OF DIRECTORS

78. The Company may, by ordinary resolution, of which special notice has been given in accordance with Section 169 of the Act, remove any Director before the expiry of his term in office, notwithstanding anything in these Articles or in any agreement between the Company and such Director.
79. The office of a Director shall be vacated if:
 - (i) The Director ceases to be a Member; or in the case of a Director appointed as the nominee/representative of a company or firm and if such company or firm ceases to be a Member;
 - (ii) the Director is prohibited by law from being a director of any company;
 - (iii) the Director, in case where he is appointed on behalf of a company or a form, the Director ceases to hold the qualification required for such nominees.

- (iv) the Director becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (v) the Director is, or may be suffering from any mental disorder or becomes of an unsound mind;
- (vi) the Director resigns from his or her office by a notice in writing to the Secretary;
- (vii) the Director absents himself from three (3) consecutive meetings of the Board of Directors or from all meetings of the Board of Directors for more than three (3) months, whichever is longer, without obtaining leave of absence from the Board of Directors;
- (viii) the Director ceases to be domiciled in, or a resident of, India;
- (ix) if the Director, or if a company or firm of which the Director is the nominee/representative, is directly or indirectly interested in any contract with the Company or participates in the profits of any contract with the Company, other than a contract in respect of Performer's Rights of which such Director, company or firm is interested. Provided however, that a Director shall not vacate his office by reason of his entering into contracts with or done any work for the Company, if he shall have declared the nature of his interest or the nature of the interest of such company or firm in manner required under the Companies Act. But the Director shall not vote in respect of any such contract or work or any matter arising therefrom; and if he does so vote, his vote shall not be counted. Provided also that no Director shall vacate his office by reason of his being remunerated for any special services that he may render to the Society
- (x) the Director is requested in writing to resign by all other Directors of the Board of Directors; and
- (xi) the Director is prohibited from being a Director by reason of an order passed under Section 203 of the Act and a special resolution of the Members at an Extraordinary General Meeting is passed to that effect.

XXII - VACANCIES ARISING MID TERM

80. In the case of vacancies in the Board of Directors arising mid-term due to removal of any Director or any casual vacancy, the Board of Directors may appoint by a majority present, any other Performer Member or Owner Member of the Company, as the case may be, to be a Director subject to any other requirements under the Act or these Articles. The person so appointed shall always have the same qualification as the Director in whose place he is appointed. A Director so appointed shall hold office only until the next following Annual General Meeting but shall be eligible for re-appointment subject to the other applicable provisions of these Articles.

XXIII - Remuneration Of Directors

81. The Directors of the Board of Directors shall not be entitled to any remuneration but the Board may remunerate in such manner as it thinks fit, any Director who may be called upon to render any special service to the Company. The Directors shall be reimbursed all reasonable out of pocket expenses and all reasonable travelling, hotel and other expenses properly incurred by the Directors in connection with their attendance at meetings of the Board of Directors, Executive Committee, or any other Committee of the Board, or General Meetings of the Company and/or otherwise in connection with the discharge of their duties and also a sitting fee.

82. The Company shall provide adequate facilities and shall employ such personnel (not exceeding 3 persons) as may be required and appointed by the Chairman towards an office for the Chairman of the Company and shall meet such costs during the tenure of the Chairman incurred in connection with the Company. The Chairman shall be paid all traveling, hotel and other expenses properly incurred by the Chairman in attending and returning from meeting of the Board or General Meetings or other Committees of the Board and/or in connection with the Society's business and also a sitting fee as may be decided by the Board.

XXIV - POWERS AND DUTIES OF THE BOARD OF DIRECTORS & CHIEF EXECUTIVE OFFICER

83. The affairs, business and operations of the Company shall be conducted and managed by the Board of Directors which may exercise all such powers of the Company in accordance with the provisions of the Act, and not being inconsistent with the Copyright Act, 1957 and the Copyright Rules, 2013 and any amendments made thereto from time to time. However, no regulation made by the Company in a General Meeting shall invalidate any prior act of the Board of Directors which would have been valid if that regulation had not been made.
84. The Board may appoint a Committee by whatever name called, for such purposes and with such powers, authorities and directions under Terms of Reference (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit. Committee Members may be paid all traveling, hotel and other expenses properly incurred by them under the said Terms of Reference.
85. The Board may, from time to time and at any time, by power of attorney appoint any company, firm, person or body of persons whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and directions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period, and subject to such conditions as it may think fit. Any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
86. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for sums paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board of Directors shall, from time to time, by resolution, determine.
87. The Board may delegate to the Chief Executive Officer and/or any other officer all such of its administrative powers as aforesaid as it may deem necessary for the full and proper administration of the affairs of the Company. Further the Chief Executive Officer is fully authorized to institute legal proceedings, execute and make all deeds, affidavits, complaints, suits, power of attorney, assignments and assurances and all such legal documents and do all such acts for and on behalf of the Company for the proper and effective enforcement of the copyright of the Company's members.

XXV – EXPENSES AND DISTRIBUTION

88. The Board of Directors may regulate the general expenses of the Company and fix the salaries and emoluments of all employees, in consultation with the Chief Executive Officer. The Board of Directors shall pay and defray the expenses and liabilities of the Company, incurred in the exercise of the Performers rights vested in or controlled by the Company, out of the sums received by the Company in respect of the exercise of such rights.
89. Distribution of Receipts – General Purposes

All moneys received by the company in exercise of the copyright, license or authority, authorized to the Company by its members and affiliated societies, shall be by way of royalty and/or fees to such authorizers in consideration of authorization granted by them to the Company and shall be distributed equally amongst the Performer Member and Owner Members.

Such consideration shall be paid after meeting the expenses of the company incurred in the exercise of the rights assigned to it as per the Copyright Act, 1957 and Copyright Rules or in otherwise carrying out the operations of the Company. Such expenditure shall first be met from any revenue which the Company may receive from any sources other than from the exercise of the authorized rights; the balance, if any, shall be charged against the receipts from the exercise of such rights.

It is clearly understood that the royalties payable to the Members shall constitute an overriding or prior charge on the copyright fees collected by the Company and the Company is entitled to no profit or gain out of the receipts from the exercise of rights assigned to it.

90. Distribution of the Receipts – Specific Purposes

The Board may, before making any distribution among Members:

- (a) Apply out of the receipts such sums as it thinks proper or has agreed to contribute:
 - (i) As gratuities, donations, pensions and emoluments to any Members or any person at any time in the employment of the Company or engaged in any business acquired by the Company and the wives, widows, families and dependents of any such persons;
 - (ii) to any benevolent, pension, or similar welfare fund which may be established for the benefit of Members, or employees of the Company or their wives, widows, families or dependents;
 - (iii) for the relief of distress caused by natural disasters or other exceptional calamities;
 - (iv) by way of loan or gift or on such terms as may be thought fit for any purpose conducive to the improvement or advancement of music or writing, teaching or performance of music or writing or for any other purpose calculated to benefit Members or to or for the benefit of the Company, any Association or Company whose objects shall include any such purpose;
 - (v) to establish any fund, trust, association or institution to carry out any of the purposes referred to in (i) to (iv) hereof;
 - (vi) to set aside such sums as it thinks proper for paying subscriptions, loans, donations, gifts, or other payments for any of the purposes for which power is given by relevant clauses of the Memorandum of Association.

Provided that any payments under (i) to (vi) hereof, shall not in anyone accounting year, in aggregate, exceed a sum which is equivalent to ten per cent of the total of the amounts allocated and paid to Members and affiliated societies during the preceding accounting year as shown in the Directors' Report and Statement of Accounts for that year adopted by the Company.

91. Distribution of the Receipts – Reserve Fund

The Board may, before making any distribution among Members, transfer such sums as it thinks proper to a reserve fund, by whatever name called, which may be split into special funds, as per the Copyright Act and Copyright Rules, and also to meet contingencies for or of the Company, as the Board may deem fit in its absolute discretion for the better interest of the Company but not so as to charge any right or interest of any Member in respect of his works.

XXVI - COMMITTEES

92. The Board may appoint Committees, etc as it desires fit for various purposes of management and frame terms of reference and/or rules and regulations to that effect for them. The Board of Directors may delegate any of their respective powers to Committees consisting of such Director or Directors and employees as the Board of Directors may think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations (including one as to the quorum necessary to transact its business) that may be imposed on it by the Board of Directors. The Board of Directors shall also elect the Chairman for such Committees.
93. The Committee may meet and adjourn as it thinks proper. The Chairman of the Committee shall preside at all meetings of the Committee. But if the Chairman is not present within fifteen (15) minutes after the time appointed for holding a meeting, the Directors present at the Meeting may elect by a simple majority, any one of their number to be Chairman of the Meeting, but for no other purpose.
94. Questions arising at any meeting shall be determined by a majority of votes of the Directors present, an in case of equality of votes, the Chairman of the meeting shall have an additional vote.

XXVII - PROCEEDINGS OF THE BOARD OF DIRECTORS

95. Subject to the provisions of these Articles, the Board of Directors may regulate its proceedings as it thinks fit, provided always that a minimum of four (4) meetings are held each year, with one in every quarter. The Board may meet together for the dispatch of business, adjourn or otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman of the meeting shall have a second or casting vote. Meetings shall be called as per provisions of the Companies Act and/or the Copyright Act, 1957 and the Copyright Rules and these Articles. The Chairman or five (5) Directors or the Chief Executive Officer may requisition the convening of a Board of Directors Meeting, and the Chief Executive Officer shall, convene a meeting of the Board of Directors accordingly. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote.
96. The quorum necessary for the transaction of the business of the Board of Directors meetings or any committee shall be one-third of its total strength (any fraction contained in that one third being rounded off as one).
97. If the number of Directors is less than the number fixed as the quorum, the Directors attending the meeting or proceedings of the Board of Directors may act only for the purpose of calling another Meeting, but for no other purpose.
98. Notice of the Board meeting needs to be given to all the Directors at their last known and registered address at least 14 days in advance. However, Chairman may call and convene an urgent Board meeting by giving 24 hour notice of the same.

XXVIII - Acts of the Board Of Directors

99. The Chairman of the Company shall be Chairman of the Board of Directors and shall preside at all meetings of the Board of Directors. But if the Chairman is not present within fifteen (15) minutes after the time appointed for holding a meeting, any one out of the three (3) Vice Chairman, shall be Chairman for the Meeting and in the absence of the Chairman and the Vice Chairmen, the Directors present at the Meeting may elect by a simple majority, any one of their number to be Chairman of the Meeting, but for no other purpose.
100. Questions arising at any meeting shall be determined by a majority of votes of the Directors present, an in case of equality of votes; the Chairman of the meeting shall have an additional vote.

101. A resolution in writing, signed by all the Directors for the time being entitled to receive the notice of a meeting of the Board of Directors or of a committee of the Board of Directors, shall be as valid and effectual as if it has been passed at a meeting of the Board of Directors or (as the case may be) of a committee, duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Directors so entitled.
102. Save as otherwise provided by the Articles, a Director shall not vote at any meeting of the Board of Directors or of any committee on any resolution concerning a matter in which he had or has, directly or indirectly, an interest or duty, which is material and which conflicts or may conflict with the interests of the Company. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.
103. If any question arises at a meeting of Board of Directors or of a Committee as to the right of a Director to vote, the question may, before the conclusion of the meeting, shall be referred to the Chairman of the meeting and his or her ruling in relation to any Director other than himself, shall be final and conclusive.

XXIX - BORROWING POWERS

104. The Board of Directors may, from time to time, borrow, raise or secure the payment of such sum(s) of money as it may deem requisite for any purpose which it may deem expedient in the interest of the Company, but not so as to charge any right or interest of any Member in respect of his Performance and subject to the approval of Members in the General Meeting. The maximum borrowing limit up to which the Board of Directors can borrow is to be fixed in the General Meeting.
105. The Board may from time to time, at their discretion raise or borrow from the Directors, members or other persons, any sum or sums of sums for the purpose of the Company, but so that the total amount at any one time owed by the Company in respect of the sums so raised or borrowed shall not without the sanction of the General Meeting exceed the sum of Rs. 1 Crore (Rupees One Crore Only).
106. Subject to as aforesaid, the Board may raise or secure the payment or repayment of such sum or sums of money in such manner and upon such terms and in such conditions in all respects as they deem fit.
107. The Directors shall cause a proper Register of Charges to be kept and maintained in accordance with Section 85 of the Companies Act, 2013 and shall duly comply with the requirements of the Companies Act, 2013 regarding mortgages and charges.

XXX - MAKING AND ALTERATION OF MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION AND RULES

108. The Board of Directors may make and, from time to time, alter the Memorandum and Articles of Association of the company in the manner so laid down in these Articles and compliant with the Act, Copyright Act, and Copyright Rules.
109. The Board of Directors may make and, from time to time, alter the Rules as specified in the Memorandum of Association, and, without prejudice to the generality of the foregoing, may also make and, from time to time, alter separate or additional rules for regulating the provision, through trusts or associations, of gratuities, donations, or pensions for Members, ex-members, or employees of the Company, or their wives, widows, families or dependants. Provided that, any of the rules (other than such separate or additional rules) or any alterations of such rules (other than the aforesaid), shall not take effect or come into operation unless or until the same have been approved by the Company in the Meeting.

XXXI - SECRETARY

110. The Board of Directors may appoint any person to be the Secretary for such term, and upon such conditions as the Board of Directors may think fit, and any Secretary so appointed may be removed by resolution of the Board of Directors and another person appointed in his place. A provision of the Act or any of these Articles, requiring or authorizing an act to be done by or to a Director and a Secretary shall not be satisfied by its being done by or to the same person acting both as Director and the Secretary.

XXXII - MINUTES

111. The Board of Directors and all committees shall cause minutes to be made and books kept which shall include:
- (i) all appointments of officers made by the Board of Directors;
 - (ii) names of the Directors present at each meeting of the Board of Directors and of any committee of the Board of Directors;
 - (iii) for General Meetings: of the names of the Members present at General Meetings of the Company, and shall enter their name and affix their signature in a book to be kept for that purpose;
 - (iv) for Minutes of General Meetings: of all discussions and decisions, resolutions and proceedings of all such General Meetings and any such minutes of any such meeting of the Company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as prime facie evidence of the matters stated in such minutes;
 - (v) for Minutes of Board/Committee Meetings: of all discussions and decisions, resolutions and proceedings of all such meetings of the Board, and/or of any Committee or Sub-Committee and any such minutes of any meeting of the Company, of the Board, or of any Committee or Sub-Committee, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as prime facie evidence of the matters stated in such minutes.

XXXIII - THE SEAL

112. The Board of Directors shall provide for the Seal and its safe custody. The Seal shall only be used by the authority of the Board of Directors or of a committee authorised by the Board of Directors. The Board of Directors may determine in whose presence the Seal shall be affixed and who shall sign any instrument to which the Seal is affixed, and unless otherwise so determined, the Seal shall be affixed in the presence of at least two (2) Directors and the Secretary and every such instrument to which the Seal is so affixed shall be signed by the two (2) Directors and the Secretary.

XXXIV - ACCOUNTS AND AUDIT

113. The Board of Directors shall cause to be maintained proper books of accounts with respect to:
- (i) all sums received and collected in a financial year in exercise of the Company's Right to collect sums;
 - (ii) all sums awarded and expenditure incurred for meeting the expenses incurred for administration and other related matters with the approval of the Members; and
 - (iii) all assets and liabilities of the Company.

114. There will be no entrance fee, or subscription fee. But the Company shall charge a membership fees as fixed by the Members at the General Meeting. However, the Company shall deduct annually a maximum of 15% of the total sums collected on behalf of the Performer Members and Owner Members , as and by way of administrative expenses incurred by the Company. However, the Company may, for a period not exceeding two (2) years from the date of its first registration, deduct up to 20% of the total sums collected on behalf of the Performer Members and Owner Members, as administrative expenses incurred by the Company. All deductions shall be in accordance with the applicable laws, including the Copyright Act and the Copyright Rules.
115. All books of accounts shall be kept at the registered office of the Company or at such other place or places in India as the Board of Directors thinks fit and shall be open for inspection of the Directors or any other officer (duly approved by the Board of Directors) of the Company. The Board of Directors shall, from time to time, determine whether and to what extent, and at what time and place, and under what conditions and regulations, the books of accounts of the Company shall be open to inspection by the Members not being Directors. No Member (not being a Director) shall have any right of inspecting any accounting records or other books or documents of the Company except as conferred by any statute or authorised by the Board of Directors or by the Company in the General Meeting.
116. The Board of Directors shall, from time to time, in accordance with the provisions of the Companies Act, cause to be prepared and to be laid before the Company in the General Meeting, such accounts, balance sheets, and reports as are referred to in these Sections of the Act.
117. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in the Annual General Meeting, together with a copy of the Auditor's report, shall be sent or made available to all Members, by such means as the Board of Directors shall decide, not less than twenty one (21) days before the date of the Meeting; Provided that, such Members are entitled to receive notices of the General Meeting of the Company. Provided further that, this Article shall not require a copy of these documents to be sent to any Member whose address is not known to the Company.
118. The Company shall get its accounts audited by annually. The auditors shall be appointed, and their duties regulated in accordance with the Act and any statutory modification or extension thereof for the time being.

XXXV - NOTICES

119. A notice in writing may be given by the Company to any Member either personally or by sending it by post to him to his last known registered address as appearing on the Register of Performers and Owners of Rights.
120. Where a notice is sent to a Member by post, the service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of forty eight (48) hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
121. Notice of every Meeting shall be given in the same manner hereinabove authorized to (i) every Member entitled to vote except those Members who have not supplied to the Company an address for service of notice in India; and (ii) the auditors for the time being of the Company. No other person shall be entitled to receive notices of Meetings. There shall be no requirement for the Company to give any such notice to a Member where the Company has had correspondence returned from that address, unless the Member has already informed the Company of the change of address.
122. Any Member present in person at any Meeting of the Company shall be deemed to have received notice of the Meeting, and where requisite, of the purposes for which it was called. A notice may be given by fax or e-mail but proof of transmission shall not of itself prove proof of receipt.

XXXVI - INDEMNITY

123. Subject to the provisions of the Act, every Director, Chief Executive Officer, auditor, Secretary and other officer(s) or employee(s) or servant(s) (including their legal heirs, executors and administrators) of the Company shall be indemnified and secured harmless out of the assets and property of the Company by the Company against any and all actions, claims, costs, charges, losses, expenses or damages which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain or become liable to, by reason of any Act done, concurred in or omitted in or negligence, breach of duty, breach of contract including any contract entered into or in any way in the discharge of his duties, including expenses and in particular, and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Chief Executive Officer, auditor, Secretary, officer, employee or servant in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or he is acquitted or in connection with any application under Section 463 of the Companies Act, in which relief is granted by the Court and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as amongst the Members over all other claims.

XXXVII - APPLICABILITY OF THE COPYRIGHT ACT

124. The Company is committed to deal with only Performers' rights in the Performances of singers and in collecting royalties /granting licenses for the same and activities ancillary thereto. The Company will comply with the provisions of the Copyright Act and the Copyright Rules, made thereunder, as amended from time to time.

XXXVIII – WINDING UP

125. If upon winding up or dissolution of the Company there remains, after satisfaction of 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 or institution having objects similar to the objects of the Company to be determined by the members of the Company at or before the time of dissolution or in default thereof, by the High Court of Judicature that has or may acquire jurisdiction in the matter.

We, the several persons, whose names, address and occupations are subscribed hereunder, are desirous of being formed into a company, in pursuance of these Articles of Association

Sr. No.	Name, Description, Age, Occupation and Address of Subscribers	Signature of Subscribers	Name, Description, Age, Occupation, Address and Signature of Witness
1	Lata Mangeshkar Occupation : Singer Prabhu Kunj, Peddar Road Mumbai 400 029 D/o Late Pt. Dinanath Mangeshkar	Sd/-	All Subscribers have signed before me Sd/- Harish D. Company Secretary in practice M. No. 28840 CP : 10400 715, 1 st Main Road Indira Nagar 1 st Stage Bangalore 38
2	Usha Mangeshkar Occupation : Singer Prabhu Kunj, Peddar Road Mumbai 400 029 D/o Late Pt. Dinanath Mangeshkar	Sd/-	
3	Suresh Wadkar Occupation : Singer Ajivasan, Juhu Tara Rd, Santacruz (W) Mumbai 400 049 S/o Eshwara Daulu Wadkar	Sd/-	
4	Gurudaas Maan Occupation : Singer 2801/A, Oberoi Sky Heights Lokhandwala Back Rd Andheri (W) Mumbai 400 053 S/o Sardar Gurudev Singh	Sd/-	
5	Sonu Nigam Occupation : Singer Namah, Seven Bungalows Andheri (W) Mumbai 400 058 S/o Agam Kumar Nigam	Sd/-	
6	Alka Yagnik Occupation : Singer 102/B, Oberoi Sky Heights Lokhandwala Back Rd Andheri (W) Mumbai 400 053 D/o Dhanendra Shankar Yajnik	Sd/-	
7	Sanjay Tandon Occupation : Singer 2208, Lantana Nahar Amrit Shakti Chandivali Andheri (E) Mumbai 400 072 S/o Late Rajnarayan Tandon	Sd/-	
8	Abhijeet Bhattacharya Occupation : Singer 1501, Bldg No. 3, Raheja Classique Link Road Andheri (W) Mumbai 400 053 S/o Dhirendranath Bhattacharya	Sd/-	

9	Kumar Sanu Bhattacharjee Occupation : Singer Sana Music World Plot No. 66 Janki Devi Road Andheri (W) Mumbai 400 053 S/o Pashupati Bhattacharjee	Sd/-	
10	Pankaj Udhas Occupation : Singer 6A, Hillside, Carmichael Road Mumbai 400 026 S/o Keshubhai Udhas	Sd/-	

Place: MUMBAI

Date: 14/12/12