



INDIAN SINGERS' AND MUSICIANS' RIGHTS ASSOCIATION

(Formerly known as Indian Singers' Rights Association)

MEMORANDUM OF ASSOCIATION

2026

INDIAN SINGERS' AND MUSICIANS' RIGHTS ASSOCIATION

2301, Signature, Suresh Sawant Road, West of Link Road, Off Veera Desai Road, Mumbai 400 053.

CIN No. U91100MH2013NPL242907

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' & MUSICIANS' RIGHTS ASSOCIATION

** The following clauses comprised in this Memorandum of Association were adopted pursuant to members' resolution passed at the Extraordinary General Meeting held on 25th March 2026 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' & Musicians' 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 enforce on behalf of singers & musicians (i.e., Performers who are singers & musicians), all their rights and remedies including their right to receive royalty with respect to their Performances, which they are entitled to under the Copyright Act, and which may from time to time be assigned, authorised or licensed to the Company, or in respect of which the Company may from time to time be appointed including but not limited to, protecting, exercising, enforcing and promoting the rights of singers & musicians' 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, enforcing, and promoting the rights of singers & musicians 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 & musicians (i.e., Performers who are singers & musicians) and in granting licenses for the same and collecting their royalties and/or consideration, 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 (i.e., Performers who are singers & musicians), award/distribute it to the respective Performers (i.e., Performers who are singers & musicians), and administer, on behalf of the Performers (i.e., Performers who are singers & musicians), sums arising from the implementation of the Performer's rights (limited to singers & musicians) under the Copyright Act and/or any amendment thereto from time to time and to pursue all remedies for the protection, enforcement, exercise and promotion of such rights and remedies whether existing at the date of the establishment of the Company or which are established in the future from time to time.
- 2. In the protection, exercise and enforcement of such rights and remedies, to enter into, or authorise others under license or agreement or other arrangement to make and from time to time, rescind, alter, or vary, any such licences, or arrangements or agreements with respect to Performers' rights in the

Performances of singers & musicians (i.e., Performers who are singers & musicians) and 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 royalties, fees, sums, and any other monies payable under any such licenses, agreements or arrangements, or otherwise in respect of any exploitation of such Performances, 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 royalties, fees, sums and any other monies payable 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, compromise or to refer to arbitration, any such proceedings or actions, or any other dispute or differences, in relation thereof. "Performance" shall have the meaning as envisaged under the Copyright Act, 1957 and Copyright Rules, 2013 as amended from time to time.

3. To enter into agreements with, assignments and/or authorisations from Performers (i.e., Performers who are singers & musicians), authorising the Company to exercise the said rights and remedies on their behalf and to obtain from Performers (i.e., Performers who are singers & musicians), such assignments, licences, assurances, powers of attorney, mandates or other authorities or instruments with respect to their rights & 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 (i.e., Performers who are singers & musicians) and to exercise in its own name or otherwise, all such rights and remedies as provided herein and under the Copyright Act and Copyright Rules and to account for, and award, the sums so collected on behalf of the Performers (i.e., Performers who are singers & musicians) to the respective Performers (i.e., Performers who are singers & musicians), 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 subject to the limits, if any, as laid down in the Copyright Act and Copyright Rules 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 (i.e., Performers who are singers & musicians) 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 (i.e., Performers who are singers & musicians), or on the death of the Performer (i.e., Performers who are singers & musicians), to the legal heirs of the deceased Performers (i.e., Performers who are singers & musicians); 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 the Performers (i.e., Performers who are singers & musicians) to the Company; the mode in which, the period(s) for which, and the conditions under which the Performers (i.e., Performers who are singers & musicians) are to authorize the Company to exercise the rights and remedies aforesaid in respect of their Performances; the mode in which and the times at which the net sums received by the Company on behalf of the Performers (i.e., Performers who are singers & musicians) in respect of the Performances shall be awarded to the respective Performers (i.e., Performers who are singers & musicians); and the procedure for investigation and determination of complaints by Performers (i.e., Performers who are singers & musicians); the terms and conditions under which:
 - (i) a Performer (i.e., Performers who are singers & musicians) may require the Company to grant to such a Performer (i.e., Performers who are singers & musicians) a non-exclusive license to permit such a Performer

(i.e., Performers who are singers & musicians) 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 (i.e., Performers who are singers & musicians); 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 (i.e., Performers who are singers & musicians), as it thinks 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 and/or the members of the Company, or otherwise to assist any such employees, and/or the members and 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 (i.e., Performers who are singers & musicians), 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 legal, licensing and collection arrangements in respect of the Performer's 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 and/or any foreign 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 of its members in particular, and to apply any surpluses realised, either as an addition to the funds of the Company or for the benefit of Performers in general and of its members in particular, 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 (i.e., Performers who are singers & musicians), or the members 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, to the extent allowed by law, the administration, enforcement, and collection in India and/or in any foreign country, of the rights of Performers (i.e., Performers who are singers & musicians) being administered, enforced and collected by the Company in India or for administering, enforcing and collecting in India, the rights administered in a foreign country, by such 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 (i.e., Performers who are singers & musicians) 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.

44. * *To carry out, promote, establish, coordinate and/or undertake the activities of the Company outside India for the furtherance of its main objects, either independently or in collaboration with foreign organisations, institutions, associations or individuals, subject to applicable laws in force.*
45. * *To receive grants, donations, contributions, subscriptions, aids, bequests or funds from any person, association, institution, trust, company, body corporate or governmental or non-governmental authority, whether in India or outside India, in cash or in kind, for the furtherance of the objects of the Company, subject to compliance with the applicable provisions of law, including but not limited to the Foreign Contribution (Regulation) Act, 2010 and the rules made thereunder.*

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 contributors 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 auditor.

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 time are, or have been members of the Company or to any one or more of them or to any person claiming through any one or more of them.
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).

X. * *No object of the Company shall be carried out without the permission of the competent authority, wherever required, and no object of the Company shall be carried out on commercial basis. The Company shall continue to function as a not-for-profit entity under Section 8 of the Companies Act, 2013.*

* * * * *

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/-	All Subscribers have signed before me Sd/-
2	Usha Mangeshkar Occupation: Singer Prabhu Kunj, Peddar Road Mumbai 400 029 D/o Late Pt. Dinanath Mangeshkar	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