



INDIAN SINGERS' AND MUSICIANS' RIGHTS ASSOCIATION

(Formerly known as Indian Singers' Rights Association)

ARTICLES 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)

ARTICLES OF ASSOCIATION

OF

INDIAN SINGERS' AND MUSICIANS' RIGHTS ASSOCIATION

**** The following clauses comprised in this Articles 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 Articles of Association of the Company.**

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 unless the context means otherwise, the following terms shall have the meaning set forth herein below :
 - (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.
 - (ca) "Auditors" mean and include those persons appointed as such for the time being by 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, 2013, 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" shall have the meaning ascribed to it under the Copyright Act, 1957 and including any statutory modification or amendments thereof from time to time.

- (g) “Company” means the above-named company.
- (h) “Communication to the Public” shall have the meaning ascribed to it under the Copyright Act, 1957 and including any statutory modification or amendments thereof from time to time.
- (i) “Copyright Act” means India’s Copyright Act, 1957, and as more particularly amended in 2012, including any statutory modification or amendments thereof, from time to time.
- (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 including any statutory modification or amendments thereof, from time to time and as contained and framed pursuant to these Articles and the Rules made there under; “Distribution” would mean any distribution which may, pursuant to the Memorandum of Association, Articles of Association and the Rules made there under 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 registered Singer Member, and/or Musician Member. Members are those Singer and/or Musicians who apply and are admitted to membership and get registered as members of the Company. Members can be Citizens domiciled and residing in any country as approved by the Board of Directors of the Company.*
- (o) “Membership” means membership of the Company.
- (p) “Office” means the registered office for the time being of the Company.
- (q) “Performers” means singers and/or musicians, who give a Performance, but does not include any other category of performers such as actors, dancers, 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” means the register containing the names of the Performers who are members of the Company (or their legal heirs) 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 the right to receive royalty and 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 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" means any person appointed by the Board to perform the duties of the Company Secretary under the Companies Act.
- (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 and vice versa.
- (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.
- (hh) *** The reference to the term "Articles" or "Articles of Association" herein shall exclude reference to any previous Articles or Articles of Association of the Company or any other constitutional document of the Company of a like nature and effect, in force prior to these Articles.*

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 following shall be members of the Company (the "Members") :*
 - (a) *The 10 subscribers to the Memorandum and Articles of Association as on 14th December 2012, and*
 - (b) *all such Performers who are Members of the Company as on the date of the amendments to the Articles of Association who had been admitted as members of the Company in whatever capacity and class and who have executed their respective Member's Deed of Exclusive Authorisation with the Company as amended from time to time, and*
 - (c) *such other Performers in future, wishing to become a member of the Company and are admitted to membership of the Company in accordance with the Articles and who will execute their respective Member's Deed of Exclusive Authorisation with the Company as amended from time to time*

Any Performer shall be eligible to apply for membership of the Company in accordance with the process set out in Article 6, provided they meet the criteria as set out in Article 4. They shall be admitted to the membership of the Company as per Article 5.

4. Eligibility for Membership - The following persons, shall be eligible for admission to membership of the Company:
- (a) the person must be a Performer of atleast one Recording duly published; or
 - (b) if the Performer is not alive, the legal heirs of that deceased Performer such as the spouse, son or daughter above the age of eighteen (18) years, or other relative, next of kin, executor, administrator, individual beneficiary in respect of the right in the Performance of the deceased Performer and entitled to exercise the rights and power with regards to the property or affairs of that Performer.

And

- (c) the main intention or effect of the Performer's membership of the Company must be for allowing and authorizing the Company to protect, exercise, and enforce on his/her behalf all his/her rights and remedies including his/her right to receive royalty with respect to his/her Performances, which he/she are entitled to under the Copyright Act, and collecting his/her royalties and/or consideration for disbursal to him/her as per the Distribution Scheme of the Company.
5. *** Types of Memberships - There shall be three (3) categories of Members namely:*
- (i) *Singer Members consisting of all individuals or group Performers (being singers), subject to the fulfilment of the eligibility criteria as laid out in Article 4.*
 - (ii) *Musician Members consisting of all individuals or group Performers (being musicians), subject to the fulfilment of the eligibility criteria as laid out in Article 4.*
 - (iii) *Associate Members consisting of 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, executor, administrator, estate, individual beneficiary in respect of the right in the Performance of a deceased Performer and entitled to exercise the rights and power with regards to the property or affairs of that Performer subject to the fulfilment of the eligibility criteria and process as laid out in the Articles. Associate Members will be beneficiaries of Royalty only.*
6. *** Every person (being a Singer and/or Musician) who is eligible as per Article 4 and wishes to become a Member may apply to the Company for admission to membership. In respect of any such application:*
- (i) *Every such application for any type of membership shall be in writing duly 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 submission of the necessary documents as the Board of Directors may consider to be reasonably necessary from time to time (the requirement and the process).*
 - ii) *For Legal Heir beneficiary applications, in addition to the details for membership as in (i) above, the following documents shall also be provided by the applicant:*
 - (a) *Certified copies of Certificate / Judicial Order/Judgement / Decree from a competent court or statutory authorities in the nature of a probate, succession certificate etc, as applicable under law.*
 - (b) *any other such document as the Board of Directors may from time to time consider and prescribe.*
 - (c) *adequate indemnification in favour of the Company as prescribed by the Company from time to time*
 - iii) *Membership shall be conditional on the proper completion and execution by the applicant of the Deed of Exclusive Authorisation or any other legal document as the Board of Directors may from time to time prescribe.*
 - iv) *Every Member at the date of adoption of these Articles (insofar as the Member has not already done so) shall on such adoption and as a condition of continued membership execute the then current Member's Deed of Exclusive Authorisation or any other such document as the Board of Directors may from time to time prescribe.*

- v) *Every Member shall during their membership and as a condition of continued membership from time to time if and when requested by the Company in writing so to do, execute all or any further agreement or agreements, assignments, assurances, powers of attorney or other authorities or instruments in the form and manner prescribed by the Company as may from time to time be resolved by the Directors or by the Company in general meeting.*
7. *** Each application shall be considered by the Board of Directors or in such other manner as the Board may, from time to time direct. No applicant shall be admitted to the membership of the Company unless the applicant is approved by the Board of Directors. The Board 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/type as per Article 5 unless he has fulfilled the eligibility criteria prescribed under Article 4 and the processes and requirements prescribed as per Article 6.*
9. As soon as practicable after any qualifying criteria has been prescribed and where necessary, approved, the Board of Directors shall, subject to all requirements under the Companies Act and the rules framed thereunder and the Rules framed by the Board 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.
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 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 as administrative expenses incurred by the Company. The Company shall also deduct annually a maximum of 5% of the total sums collected on behalf of the Performers as and by way of Welfare Fund. However, 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 membership certificate in writing 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. The Company shall cause a statement to be prepared within 4 months of the end of the fiscal year containing the names of all those who have been admitted as members in the said fiscal year to be published at the time of the Annual General Meeting.
13. Persons eligible to be admitted as Associate members 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 as 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. Each Singer Member & Musician Member shall be categorised as :
- (a) Featured Performer – meaning
- i. a Performer who is bound by an agreement as a Performer with any record company to provide a performance on a Sound Recording and who is credited as the lead artist on that recording (except agreements for session work) ;

- ii. a Performer who is a guest lead vocalist / musician not contractually contracted or commissioned by a record company ;
 - iii. a Performer who contributes an audible performance not exclusively contracted to the music company but whose personal or professional name appears with or is linked to the name of the contracted performer on the said track ;
 - iv. a Performer who provides an audible performance and therefore is entitled to, under the terms of contract with the record company or the lead/contracted performer, to receive royalties from the record company;
- (b) Non-featured Performer – meaning a Performer who is not a Featured Performer (eg. a session musician or chorus singer)
15. Deleted
16. Performers shall be registered region-wise (viz. North, South, East, West, Central) depending upon the place of residence or major representation (as thought fit by the Board of Directors of the Company) of the repertoire of that region.

III - EXCLUSIVE AUTHORISATION OF RIGHTS

17. *** Every Member shall, on admission as a Member, and/or at any time thereafter, as and when requested by the Company, exclusively authorize or cause to authorize to the Company, by way of the Member's Deed of Exclusive Authorisation, his portion/share of all the entitlement to the Performer's Right and the Right to collect Royalty 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 as a Performer or Owner of Performer's Rights is entitled to, 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. Every Member shall, on admission as a Member, grant to the Company such Performer's Right and the Right to collect Royalty for the World or for such territories as so specified in the Member's Deed of Exclusive Authorisation (as amended from time to time), which Deed shall be mandatory for continuation of such membership. The authorization shall be for the purpose of administration of the same, by the Company, on 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 fee or both, on a world-wide basis, or for such part(s) of the world as the Member may decide. The rights to be given by a Member and which would be administered by the Society on behalf of the Member are:*
- i. *"Performer's Rights"*
 - ii. *"Right to collect Royalty"*

The Exclusive Authorisation shall generally be for the world unless the member specifies territories that he/she wants to authorise the Company for, but the assignment shall have to be for and in all of the performances, past, present and future of which the Member is the Performer.

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 and shall operate for and during the period of the Member's Membership of the Company under these Articles. 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 utilisation/exploitation/exercise of the Performer's Right and the Right to collect Royalty which he/she is authorising the Company 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 Royalty with respect to his Performer's Rights;*
 - (iii) to collect any sums or Royalty, 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/or prosecute and/or conduct proceedings before any court, tribunal, or other body and/or to take and/or authorise such steps and/or any other action on behalf of the Company and/or any Member and/or any Performer and/or in the interests (directly or indirectly) of any Member and/or Performer against all persons infringing a Member's Performer's Rights/Right to collect sums/Royalty 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 Performer's Rights/Right to collect sums/Royalty 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 (Performer's Rights/Right to collect sums/Royalty);
 - (v) to protect generally the Performer's Rights/Right to collect sums/Royalty 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 and administering the said rights in such territories.
20. The Company may exercise the Right to collect sums/Royalty 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 Performer's Rights 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. *** Deleted*
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 Performances 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 or any rights or privileges attached to such membership to any other person or to alienate, assign, sell, transfer, license or exercise himself any rights vested in the Company or controlled or administered by the Company on behalf of the Member by virtue of and to the extent of the terms and conditions of the Member's Deed of Exclusive Authorisation 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 by the Company:*
- (i) *for a period ending on the 31st day of March in 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.*
 - (ii) *if a legal heir shall be admitted to Associate Membership during such period, then for so long as such legal heir remains a Member or*
 - (iii) *if a person is admitted during such period to Associate Membership of an affiliated Society in respect of the rights of the deceased Member, then up to the date of such election.*
 - (iv) *if neither of the above paragraphs (ii) and (iii) takes place, then for successive periods of 1 year following the year in which the Member's death took place.*

However, any payment to which the Member would, if living, have been entitled to in accordance with the Distribution Scheme & Rules in respect of any period prior to the admission of such legal heir, shall be made to the member's legal heir on their/his/her membership of the Company.

27. Deleted

28. **Termination of Membership by Expiry of Performer's Rights** - The membership of a Member shall ipso facto cease upon the expiration of the longest period for which 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 or the WPPT in any of the performances in respect of which such Member is entitled to participate in Distribution.

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 or Rules, made from time to time, the Board of Directors shall be entitled to determine and/or terminate his membership of the Company by passing or adopting a resolution with a 2/3rd majority 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, and through the Chief Executive Officer or the Secretary of the Company, 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 determined or terminated. On receipt of such notice by the concerned Member, if the Member show causes why his membership should not be determined or terminated, such Member's explanation shall be considered by the Board of Directors prior to passing any resolution for determining or terminating his membership.
- (iii) In the event, the Member does not show cause within the prescribed period, why his membership should not be determined or terminated, the Board of Directors shall be entitled to determine or terminate the Member's membership by passing the 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 determining or terminating the membership of any Member, such Member's membership shall stand suspended till the said resolution is further approved/ratified by the majority of all members present at the subsequent Annual General Meeting. Once it is approved at the Annual general Meeting, the 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 fulfil its commitments as laid down in the Member's Deed of Exclusive Authorisation 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/Royalty. 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.

The membership of any member shall ipso facto cease on institution by such member of a suit, court claim or court proceedings against the Company.

- 32. Deleted

- 32A. Termination By Board of Directors on Member's failure and/or refusal to execute the Member's Deed of Assignment with the Company as amended from time to time

The membership of any member shall be terminated by the Board of Directors by passing a resolution with simple majority when such a member fails to after repeated reminders and/or refuses to execute the Member's Deed of Exclusive Authorisation with the Company as amended from time to time or such member's failure and/or refusal to assign the authority to the Company to license and/or collect royalty on his/her/its behalf. The termination shall be subject to issue of show cause notice to such member and reasonable time not exceeding thirty (30) working days being afforded to the member to execute the Member's Deed of Exclusive Authorization or where the member is not reachable or traceable, by the issue of public notice affording a reasonable time not exceeding thirty (30) working days from the date of publication of such public notice. The Board may extend such period upto a maximum of fifteen (15) working days, subject to receipt of a letter or communication from the concerned member.

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 entitled to participate in any distributions, except in accordance with the Rules in respect of any period prior to cessation of membership and save as to any payment to which he may be entitled to in accordance with the Articles & Rules in respect of any period prior to the cessation of membership.

VIII - PRIVILEGES AND OBLIGATIONS OF MEMBERS

- 35. Every Member whose name is included in the Register of Members 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 Members 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 except Associate Members, shall be entitled to vote at all meetings of the Company on any matters 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 and for Renewal of Registration as and when due.

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 – 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. Associate Members can attend the meetings.
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 any matters, if considered necessary. The Annual General Meeting of the Members shall be held in the city in which the Registered office of the Company is situated at such time and at such place as the Board of Directors may appoint..
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.
- 46A. The following Ordinary business shall be transacted at every Annual General Meeting and will require passing with simple majority (i.e. greater than 50%) :
- (i) the consideration and adoption of the accounts and balance sheet and the report of the auditors thereon.
 - (ii) the consideration and adoption of the report of the Board of Directors
 - (iii) the appointment/re-appointment and fixing of remuneration of the auditors
 - (iv) the consideration and adoption of the Annual Transparency Report
 - (v) the election of Directors by fresh appointment and/or appointment to fill causal vacancy and/or approval/regularisation of Additional Directors, or re-appointment of Directors retiring by rotation and being eligible have offered themselves for re-appointment
- 46B. Over and above the items that require a special resolution, the following items shall be required to be passed as a special resolution at the AGM/EGM :
- (i) Amendment, alteration, modification, substitution of the Tariff & Distribution Schemes or any other schemes framed by the Company
 - (ii) Amendment, alteration, modification, substitution of the Memorandum of Association and/or the Article of Association
 - (iii) Appointment, dismissal and/or suspension of the Chief Executive Officer
 - (iv) Any other business as thought fit to be classified as special by the Board of Directors of the Company

For any matter requiring a special resolution to be placed at the AGM/EGM, the same shall require to be passed by a 3/4th majority of the Board of Directors at their meeting.

The special resolution required to be passed at the AGM/EGM, would require a simple majority of votes to be passed.

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 sheet, 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. All business that is transacted at an Extraordinary General Meeting shall be deemed to be Special Business.

XIV - PROCEEDINGS AT ANNUAL GENERAL MEETINGS AND/OR EXTRAORDINARY 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 (1/3rd) 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 2/3rd 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 Members elected on the Board of the Company. The Chairman shall be elected for a period of 3 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 Members present shall elect by a simple majority, one among themselves to be the Chairman of the 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 Member 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 Performers 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. Clause XV shall apply in this case too.*

XV – ADJOURNMENT OF MEETING

59. In case of the Annual General Meeting or the Extraordinary General Meeting, if a quorum as per Article 50 is not present within thirty (30) minutes from the time appointed for the Meeting, the Meeting shall stand adjourned to the same day and same place after half an hour and the members present and entitled to vote, shall constitute the quorum and start the meeting or the meeting can be adjourned to such other day, time and place, as the Board of Directors may determine. If, at such 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 constitute the quorum and have the power to decide upon all matters which could properly have been disposed off at the Meeting from which the adjournment took place.
- 59A. In case of the Annual General Meeting or the Extraordinary General Meeting called/convened on the requisition of members, a quorum as per Article 50 is not present within thirty (30) minutes from the time appointed for the Meeting, the Meeting shall be dissolved.
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 the business left unfinished at the original meeting and 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 (excluding 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. No Member shall be entitled to a vote unless he/she is present in person. No Proxy is allowed. Votes may be given personally in case of individuals. 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.
- 64A ****Featured & Non-Featured Members shall vote for candidates for election to the Board in their respective category of Featured & Non-Featured only.**
For clarity, Featured Members shall not be eligible to elect Non-Featured members to the Board of the Company and Non-Featured Members shall not be eligible to elect Featured Members to the Board of the Company.

XVIII - THE BOARD OF DIRECTORS AND ITS MEETINGS

65. **** Subject to the provisions of the Act, the Copyright Act and Copyright Rules, the Board of Directors shall comprise of a Chairman and not less than twelve (12) Directors and not more than fifteen (15) Directors. The Company may appoint more than fifteen (15) Directors only after passing a Special Resolution in accordance with Section 149 of the Companies Act, 2013. The Company is proposed to be registered with three (3) Directors, namely Mr. Sanjay Tandon, Mr. Sonu Nigam and Mr. Suresh Wadkar. To ensure fair and just representation from each region in the country, the Board of Directors shall be constituted on a best effort and practically working basis to maintain a composition of such number of Directors so as to equally represent North, South, East, West and Central 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 the Act, 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 Member registered as such to membership from that region at the time of his membership or should have substantial performances / personal reputation in that region.
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.
- 68A. ****The composition of the Board of Directors (the minimum number) shall be as follows:**
Other than the Chairman (who shall always be a Featured Singer), the Number of Directors shall be as follows:
Two (2) Directors from amongst the Non-featured Performers (NFAs) (one each from West & South Region)
Ten (10) Directors from amongst Featured Performers –
- *Four (4) from the West Region*
 - *Three (3) from the South Region*
 - *One (1) each from the North, East & Central Region*
- 68B. ****Over and above the minimum number of Directors as prescribed in Article 65, in order to ensure representation and voice of members of minority interests (i.e., in terms of royalties earned from the Company), the Members of the Company at the General Body, may consider and appoint 2 (Two) Members from such minority interest group (1 each from a Singer or Musician), to the Board for such term as they may decide.**

Members eligible for such representation on the Board shall be those members who have received royalties, in the case of Singers, less than INR. 1,00,000/- (Rupees One Lakh only) and in the case of Musicians, less than INR. 25,000/- (Rupees Twenty-Five Thousand Only) in the last Financial Year.

Further, the Company shall maintain on a best effort basis to also have a minimum of 2 (Two) Female Directors on Board, being one each from Singers and Musicians weather in the minimum number or the minority interest representation.

69. ***Appointment, Re-appointment and/or replacement of Directors shall be as per the provisions of the Act, Copyright Act and Copyright Rules.*

In case of re-appointment of Directors retiring by rotation at the Annual General Meeting, the Company shall invite nomination/notice in accordance with the provisions of the relevant rules thereto, from other desiring members belonging to the same class and region as that of the respective Director retiring by rotation, for proposing his/her own candidature or nominating any member from the same class and region, for the office of Director of the Company. Upon receipt of such nomination/notice, the Company shall hold election between the respective Director retiring by rotation and the desiring member who has given such nomination/notice, by proposing necessary resolutions in the notice of the Annual General Meeting. In case of an election, the candidate who receives the highest number of votes in "favour", shall be declared as elected as Director of the Company for the same class and region.

Appointment and/or re-appointment including approval/ regularisation of Additional Directors shall be as per the provisions of the Companies Act, 2013, Copyright Act, 1957 and Copyright Rules, 2013, as applicable.

70. ***Members of the Company who are desirous of being elected as Chairman or to the Board of Directors of the Company need to have the following qualification to stand for election as Chairman or to the Board of Directors of the Association:*

Work Done (Popularity) :

- i. For a Featured Performer -- he/she should have minimum of 250 Original Indian Performances (songs) professionally recorded and commercially released either by himself/herself or through any intermediary as on date. The song can be in Film/Non-Film/Serial/Web Series and can be of any genre like Pop, Ghazal, Devotional, Classical etc.*
- ii. For a Non-Featured Performer -- he/she should have minimum of 250 Original Indian Performances (songs) professionally recorded and commercially released either by himself/herself or through any intermediary as on date. The song can be in Film/Non-Film/Serial/Web Series and can be of any genre like Pop, Ghazal, Devotional, Classical etc.*

OR

Royalty Earned (Income):

- i. For a Featured Performer -- he/she should have received an accumulated amount of atleast Rs. 50 lacs till the previous fiscal year (31st March).*
- ii. For a Non-Featured Performer -- he/she should have received an accumulated amount of atleast Rs. 5 lacs till the previous fiscal year (31st March).*

OR

Period of being in business (Experience)

- i. For a Featured Performer -- he/she should have been performing for atleast 15 years (ie from his/her 1st released Song)*
- ii. For a Non-Featured Performer -- he/she should have been performing for atleast 15 years (ie from his/her 1st released Song)*

Further, the person to be elected to the Board shall fulfil certain additional criteria as may be stipulated for compliance with applicable provisions of the Companies Act, Copyright Act and Copyright Rules.

- 70A. The quorum for the Meeting of the Board of Directors shall be one third (1/3rd) of the total Directors other than the Chairman.
- 70B. In case at the Board Meeting, a quorum as per Article 70A is not present within thirty (30) minutes from the time appointed for the Meeting, the Meeting shall stand adjourned to the same day and same place after half an hour and the directors present shall constitute the quorum and start the meeting.

70C. **** Term of Office of Directors**

The provisions of the Companies Act, 2013 shall govern the term of office of Directors and their re-election subject to further compliance with the provisions of the Copyright Act, 1957 and Copyright Rules, 2013. Therefore, the number of Directors liable to retire by rotation at every annual general meeting pursuant to the Companies Act 2013, shall be determined on the basis of the term of office of Director as prescribed under the Copyright Act, 1957 and Copyright Rules, 2013 as amended from time to time and such retiring Directors, if so eligible and offering themselves for re-appointment, shall be proposed for re-election at Annual General Meeting.

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

71. **** The Chairman of the Company who shall be the Chairman of the Board of Directors shall be elected by two-thirds majority of all the Members present and voting in the Annual General Meeting and shall be in accordance with the provisions of the Act, Copyright Act and Copyright Rules. The Chairman shall hold office for a term of three (3) years, unless removed earlier in accordance with the applicable law, and shall be eligible for re-election. The Chairman shall chair the General Body and the Board. The Chairman shall have the right to vote as part of the General Body and the Board and the Chairman shall have a casting vote in case of equality of votes/tie**

The elected Chairman shall be required to be declared by the members at the Annual General Meeting as either being Executive or Non-Executive Chairman based on the recommendation of 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 shall be elected by the Members present and voting in the Annual General Meeting and shall be in accordance with the provisions of the Act, Copyright Act and Copyright Rules. 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. However, the Chairman or the Board of Directors or the Chief Executive Officer will have only those powers and authority to act which are specifically given to them by way of resolutions of the Board of Directors. If the Chairman or the Board of Directors or the Chief Executive Officer act in a manner which is afterwards discovered to be without authority/resolution of the Board of Directors, or is found to be defective, such act of such Chairman or the Board of Directors or the Chief Executive Officer shall not be valid and the action or decision taken by such Chairman or the Board of Directors or the Chief Executive Officer shall not be binding on the Company and/or its Board of Directors and/or its Members.

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 and will be subject to Article 46B. The Chief Executive Officer so appointed shall be holding the position of a principal officer of the Company.

- 74A. The Members, at any general meeting may by a 2/3rd majority, appoint a Chairman Emeritus for such time period as thought fit. The Chairman Emeritus shall have to be a Performer and a Member that deserves such a position due to his/her broad experience and good reputation or whose appointment would be beneficial to the Company and contribute to the positive development of the rights of the Performer. The Chairman Emeritus will not have the right to vote in Board Meetings or in General Meetings. The

duties and responsibilities as also remuneration (if any) of the Chairman Emeritus will be decided and specified by the Members at the General Meeting. There can be just one (1) Chairman Emeritus.

74B. **** THE ROLE OF THE EXECUTIVE CHAIRMAN**

The role of the Executive Chairman is to lead and manage the Board of Directors of the Company. The person will set clear expectations concerning the Company's culture, values and behaviours and the style and tone of Board discussions. He will also create a framework and the conditions to enable the Board as a whole, and its individual Directors, to contribute effectively in the performance of their role. He shall --

- (a) Oversee the general overall management and operations of the Company.*
- (b) Provide leadership in the formulation and implementation of business strategies;*
- (c) Supervise and guide the Managing Director, Chief Executive Officer, and other Key Managerial Personnel;*
- (d) Approve routine operational decisions within limits prescribed by the Board;*
- (e) Represent the Company before government authorities, financial institutions, stakeholders, and other bodies;*
- (f) Sign documents, contracts, deeds, and instruments on behalf of the Company as authorized by the Board;*
- (g) Exercise such additional powers as may be delegated by the Board from time to time.*

However, the Chairman shall be bound by these Memorandum & Articles of Association of the Company and the rules and process so defined.

74C. ****Responsibilities Of The Executive Chairman**

As Executive Chairman of the Board of Directors, the Executive Chairman shall

- a) Ensure that the Board addresses the matters that are of strategic and material importance to the future growth and success of the Company.*
- b) Ensure that there is appropriate delegation of authority from the Board to executive management including adoption by the Board of a formal schedule of matters reserved to it for decision and setting out clearly and in writing the role and responsibilities of the Chief Executive.*
- c) Set the Board's agenda (primarily focused on strategy, performance, value creation and accountability) and ensure that adequate time is available for discussion of all agenda items, in particular strategic issues.*
- d) Ensure that the Board determines the nature and extent of the significant risks that the Company is willing to embrace in implementing its strategy.*
- e) In the execution of the Board's duties, the Executive Chairman will ensure the Board has effective decision-making processes and that a framework of Committees is established with defined powers of authority and appropriately resourced so as to effectively execute their responsibilities'*
- f) set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance.*

XX - RETIREMENT OF DIRECTORS

75. Deleted

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, in a General Meeting by way of ordinary resolution, of which special notice has been given in accordance with Section 169 of the Companies Act, 2013, 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. The Director so removed shall be entitled to be heard on the resolution at the meeting in accordance with Section 169 of the Companies Act, 2013.*

Any resolution for removal of Featured Performer shall be voted upon by Featured Performer Members only and likewise, any resolution for removal of Non-Featured Performer shall be voted upon by Non-Featured Performer Members only.

However, the ratio as provided for in Article 68A shall be maintained and in case of vacancy caused by way of removal or retirement and/or for any reason of a Director, shall be filled only by a person nominated by the Board of Directors in that place.

Notwithstanding anything contained in the Articles, such nomination shall be approved by 2/3rd majority of the Board. Further, such appointment shall be subject to approval by the members in a forthcoming general meeting. However, such approval of Members for appointment of a Director shall be governed by the relevant provisions of these Articles.

79. *** The office of a Director shall be vacated if:*

- (i) the Director ceases to be a Member;*
- (ii) the Director becomes bankrupt or makes any arrangement or composition with his or her creditors generally;*
- (iii) the Director is, or may be suffering from any mental disorder or becomes of an unsound mind;*
- (iv) the Director resigns from his or her office by a notice in writing to the Secretary;*
- (v) 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;*
- (vi) the Director ceases to be domiciled in, or a resident of, India;*
- (vii) if the Director, 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 Company*
- (viii) the Director is requested in writing to resign by all other Directors of the Board of Directors in accordance with the applicable provisions of the Companies Act, 2013. and*
- (ix) the Director is prohibited from being a Director by reason of an order passed under the relevant provisions of any applicable law 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 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. **** Chairman's Office, benefits, remuneration and Expenses**

In case where the Chairman is declared as a Non-Executive Chairman as per Article 71:

- (a) *The Company shall provide adequate facilities to the Chairman and shall employ such personnel (not exceeding 3 persons) as may be required and as may be appointed & employed by the Company towards the office of the Chairman. The Company shall meet such costs/ salaries/retainership etc, which is commensurate with Industry norms, during the tenure of the Chairman. Such personnel of Chairman's office shall not be a member or any employee of the member or office bearer of any association/copyright Society/company.*
- (b) *The Chairman shall be paid all travelling, hotel and other expenses, commensurate with his status as Chairman as may be incurred by the Chairman in attending and returning from meetings of the Board and/or as may be incurred in any connection with the Company's business and activities, and also a sitting fee as may be decided by the Board.*

In case the Chairman is declared as an Executive Chairman as per Article 71 :

The roles and responsibilities of the Executive Chairman shall be as per Article 74B & 74C or any further roles and responsibilities as may be assigned by the Board of Directors from time to time.

The Executive Chairman shall be entitled to remuneration, subject to approval of the Board and subject to the provisions of the Companies Act, 2013, for the services rendered by the Executive Chairman to the Company.

Director's benefits, remuneration and Expenses

The Board may decide and fix a remuneration, if any, in such manner as it thinks fit, for any Director, who may be called upon to render any special service to the Company.

However, 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.

82A. **** The remuneration, sitting fees, allowances, or any other payments payable to the Chairman and/or the Directors, if any, shall be determined by the Board of Directors from time to time and shall be payable for such term, period, or duration as may be approved by the Board, subject to the provisions of the Companies Act, 2013 and applicable rules thereunder.**

Further, Remuneration to Executive Chairman or Directors shall comply with Sections 197 and 8 of the Companies Act, 2013 and shall not result in distribution of profits contrary to the objects of the Company.

The Board of Directors shall have the power to review, revise, vary, suspend, or discontinue such remuneration or sitting fees at any time during the tenure of the Director or Chairman, as the case may be, in accordance with law and based on the requirements of the Company.

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, plaints, 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.
- 87A. The Board of Directors is empowered only to deal with routine administrative matters with respect to the Company. He / she cannot bind the Company with any act done by him/her in an individual capacity. Any act of a specific nature affecting the interests of Performers and others in the Company can be done by any Board of Directors or Chairman or Chief Executive Officer with prior approval and specific resolution of the Board of Directors in a Board Meeting.

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 right, 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 assignee of Performer's Right. The Company shall only distribute Royalties, as payable under these Articles, directly, in the name and to the account of the relevant Member of the Society or their legal heir(s) and to no other third person or entity, unless otherwise directed by a Court Order in a Final Nature with no possibility of Appeal against such Order.

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 over-riding 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.

89A. **** The Distribution of Receipts of the Company as per Article 89 shall be implemented in accordance with the Distribution Scheme proposed by the Board and subject to the approval by the Members of the Company in a General Meeting of the Company.**

All royalties to be distributed by the Company shall be distributed in the ratio of:

- i. Featured Performer : 90%*
- ii. Non-Featured Performer 10%*

However, in the period 1st April 2026 to 31st March 2031, the allocation to Non-Featured Performers/Artists (NFA) from the allocation to Featured Performers /Artists will increase by 2% each year till it reaches 20%. Thereafter, this share shall be reviewed and revised only on 1st April 2050.

For sake of Clarity, all royalties to be distributed by the Company with effect from 1st April 2022 shall be distributed in the following ratio :

Upto 31st March 2026 :

- i. Featured Performer : 90%*
- ii. Non-Featured Performer 10%*

For 1st April 2026 to 31st March 2027 :

- i. Featured Performer : 88%*
- ii. Non-Featured Performer 12%*

For 1st April 2027 to 31st March 2028 :

- i. Featured Performer : 86%*
- ii. Non-Featured Performer 14%*

For 1st April 2028 to 31st March 2029 :

- i. Featured Performer : 84%*
- ii. Non-Featured Performer 16%*

For 1st April 2029 to 31st March 2030 :

- i. Featured Performer : 82%*
- ii. Non-Featured Performer 18%*

For 1st April 2030 to 31st March 2031 :

- i. Featured Performer : 80%*
- ii. Non-Featured Performer 20%*

Thereafter, this ratio shall be reviewed only on 1st April 2050 for any changes.

This ratio cannot be changed till 31st March 2050. Thereafter, the Board may recommend to the members, the alteration to this ratio for their approval at a General Meeting requiring Special Resolution with a 75% votes in favour of such resolution to be made, where such approval from only the Featured Performers votes shall be considered for this purpose.

89B. ****The Monies to be distributed as per Article 89A to Non-Featured Performers (NFA) shall strictly be distributed to those Performers who qualify as Performers as defined in Section 2(qq) of the Copyright Act, 1957 only.**

However, for those Performers who do not qualify as Performers as defined in Section 2(qq) of the Copyright Act, 1957 and thereby not being entitled to the right to receive royalty, the Company shall with effect from 1st April 2022, consider such Performers as Non-Featured Performers (NFA) only on them applying and becoming Members of the Company. Such Performer shall be entitled to receive royalty from the Company only on becoming a Member and shall not be entitled (or have any right) to any royalty otherwise, to the extent of the proviso of Section 2(qq) of the Copyright Act, 1957 unless directed by any Court or any competent authority.

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.

- 91A. ***The Company, being a company registered under Section 8 of the Companies Act, 2013, shall be entitled to receive, accept, and utilize Corporate Social Responsibility (CSR) funds, grants, contributions, or donations from companies, bodies corporate, trusts, societies, government or semi-government authorities, or any other lawful source, in accordance with the provisions of Section 135 of the Companies Act, 2013 and the Companies (Corporate Social Responsibility Policy) Rules, 2014, as amended from time to time.*

XXVI – COMMITTEES

92. ***The Board may appoint Committees consisting of Directors, and/or Members and/or employees 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 such Committees 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. Committee Members may be paid all travelling, hotel, conveyance and other expenses properly incurred by them under the said Terms of Reference.*

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 Committee members 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 Committee members present, and 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 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, within half an hour after the time appointed for the meeting, a quorum is not present, the members present shall be the Quorum or it shall stand adjourned to such other day and at such other time and place as the Chairman of the Board may determine; if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the Members present shall be the quorum.*
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 BOARDS 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, the Vice Chairman, shall be Chairman for the Meeting and in the absence of the Chairman and the Vice Chairman, 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 fee 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, 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, 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.
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