PUBLIC NOTICE

The attention of general public and stakeholders is hereby invited to the fact that the Screenwriters Association of India (SRAI), 201, Vaibhav, Janki Kutir, Behind Prithvi Theater, Juhu, Mumbai-400049, vide their application dated 04.11.2020, received by copyright office on 13.11.2020, has applied before the Central Government, through the Registrar of Copyrights, for registration as a Copyright Society under Section 33 of the Copyright Act, 1957, in literary and dramatic works, such as the story, script, screenplay, dialogues or any other literary works (excluding lyrics).

2. In this regard, the Copyright Office invites objections/comments, if any, from the general public/stakeholders, in respect of the application received from SRAI.

3. The said objections/comments, if any, may be submitted through mail at registrar.copyrights@gov.in within 30 days from the date of publication of this Notice on the website of copyright Office.

Annexure: Application & other documents.
November 4, 2020

To,
Registrar of Copyrights
Copyright Office
Department For Promotion of Industry and Internal Trade (DPIIT)
Ministry of Commerce and Industry
BoudhikSampada Bhawan
Plot No. 32, Sector 14, Dwarka
New Delhi – 110078.

**Re:** Application for Registration of the Screenwriters Rights Association of India as a copyright society under Section 33 of the Copyright Act, 1957.

Respected Sir,

We, the Screenwriter Rights Association of India, wish to register ourselves as a copyright Society under Section 33 of the Copyright Act, 1957 r/w the Copyright Rules, 2013.

We are hereby submitting our revised application for registration as a copyright society, with the changes, as required.

Please find enclosed the following documents as part of the application process, as provided under the Act and the Rules:

1. **Application Form** - Form VIII of the Copyright Rules, 2013, i.e., Application for registration of the company as a copyright society, along with the Annexures as listed from 2 to 12 below.
2. **Annexure 1:** The Certificate of Incorporation of the Applicant.
3. **Annexure 2:** The List containing the names, addresses and profession or occupation of the persons who comprise the Applicant.
4. **Annexure 3:** Details of works in which copyright of members subsist.
5. **Annexure 4:** Names, addresses and profession/occupation of individuals comprising the Governing Body and the capacity in which the individual has become a member of the Governing Body.
6. **Annexure 5:** Certified true copy of the last audited balance sheet and income and expenditure account/bank balance.
7. **Annexure 6:** A notarized copy / true copy of the instrument by which the applicant is established or incorporated.
8. **Annexure 7:** The consent in writing of the individuals named in the application to act as members of the Governing Body of the Applicant.
9. **Annexure 8**: A declaration containing the objectives of the applicant, the bodies through which it will function and arrangements for accounting and auditing.

10. **Annexure 9**: An undertaking to the effect that the instrument by which the applicant is established or incorporated provides for conforming the same to the provisions of the Copyright Act, 1957 and the Copyright rules, 2013.

11. **Annexure 10**: A copy of the Register of authors and owners containing the list of the authors and other owners of rights, their names and addresses.

12. **Annexure 11**: Certified true copy of the extract of the board resolutions for the directors.

Please acknowledge receipt of the same.

Yours truly,

[Signature]

Anjum Rajabali
Chairman
Screenwriters Rights Association of India
FORM VIII
APPLICATION FORM
FOR
PERMISSION TO CARRY ON COPYRIGHT BUSINESS AND FOR
REGISTRATION AS A COPYRIGHT SOCIETY
[See Rule 44]

1. The name and address of the association of persons making the application (in
capital letters) (hereinafter referred to as “applicant”):

Name: SCREENWRITERS RIGHTS ASSOCIATION OF INDIA
Address: 201 VAIBHAV, JANKI KUTIR,
JUHU CHURCH ROAD,
mumbai - 400049,
MAHARASHTRA, INDIA

2. The right or set of rights in specific categories of works in respect of which the
applicant proposes to carry on the copyright business:
The applicant proposes to carry on the business of issuing and granting
licenses/assignments, and otherwise administering, on an exclusive basis, on behalf of
authors and owners of copyright in literary and dramatic works, such as the story,
script, screenplay, dialogues and any other literary works (excluding lyrics) and
dramatic works, all rights in relation to the same including, (i) the mechanical
reproduction right with respect to literary and dramatic works, such as the story,
script, screenplay, dialogues and any other literary works (excluding lyrics) and
dramatic works in which copyright subsists, and is incorporated, including by way of
an adaptation, in any audio, visual or audio visual works; (ii) the right to communicate
to the public, by way of public performance, radio and television broadcast, internet
streaming, etc., of any story, script, screenplay, dialogues, or any other literary works
(excluding lyrics) and dramatic works in which copyright subsists, and which is
incorporated, including by way of an adaptation, in any audio, visual or audio visual
works; (iii) the right to make an adaptation or translation of the story, script,
screenplay, dialogues, or any other literary works (excluding lyrics) and dramatic
works in which copyright subsists; and (iv) the right to synchronise the dialogues, or
any other literary works (excluding lyrics) and dramatic works in which copyright
subsists, with any visuals. This includes the right to collect consideration / royalties
for the exploitation of the above rights and to pursue all remedies for the protection of
such rights, including to institute legal proceedings against third parties in the
applicant’s own name, to enforce the abovementioned rights in case of
infringement. The applicant proposes to carry on business of issuing or granting licenses only in respect of the abovementioned set of rights in the specific categories of works, i.e., literary and dramatic works, and does not propose to issue or grant license in respect of any other right(s) in any other category of works.

3. **The certificate to show that the applicant has a separate legal personality**
   Certificate of incorporation of the Screenwriters Rights Association of India, as issued by the Registrar of Companies, is attached as Annexure 1 to this Form.

4. **The Names, Addresses and Profession or Occupation of the persons who comprise the applicant**
   Please see Annexure 2 to this Form for details of the same.

5. **Details of works in which copyright of such individuals subsist.**
   Please see Annexure 3 to this Form for details of the same.

6. **The territory or territories to which the business of the applicant shall extend.**
   The applicant’s business shall extend to the territory of the Republic of India.

7. **Names, addresses and profession/occupation of individuals comprising the Governing Body (by whatever name called) of the Applicant in whom the ultimate management, control and direction of the applicant is vested.**
   Please see Annexure 4 to this Form.

8. **The capacity (author or other owner of the rights) in which the individual has become a member of the Governing Body.**
   Please see Annexure 4 to this Form.

9. **Address of the registered or administrative office of the applicant at which its records will be maintained and kept and the designation of the chief executive officer of the applicant with address on whom communication may be served.**

   Registered Office of Applicant:
   201 Vaibhav, Janki Kutir,
   Juhu Church Road, Mumbai – 400049,
   Maharashtra, India

   Designation of Chief Executive Officer: Chief Executive Officer

   Address for Communication:
   Mr. Vinod Ranganath
   Chief Executive Officer
   Screenwriters Rights Association of India
   201 Vaibhav, Janki Kutir,
10. **Financial position of applicant on date of making the application i.e. last audited balance sheet and income and expenditure account/bank balance.**
As the applicant is not yet registered as a copyright society, the applicant is unable to, and therefore, has not, commenced business as on the date of this application. Please see Annexure 5 to this Form for the last audited balance sheet and income and expenditure account/bank balance.

11. **Documents mentioned in Rule 48:**
   a. A true copy of the instrument by which the applicant is established or incorporated Please see Annexure 6 to this Form.

   b. The consent in writing of the individuals named in the application to act as members of the Governing Body of the applicant Please see Annexure 7 to this Form.

   c. A declaration containing the objectives of the applicant, the bodies through which it will function and arrangements for accounting and auditing Please see Annexure 8 to this Form.

   d. An undertaking to the effect that the instrument by which the applicant is established or incorporated provides for conforming the same to the provisions of the Copyright Act, 1956 and the Copyright Rules, 2013. Please see Annexure 9 to this Form.

   e. A copy of the Register of authors and owners containing the list of the authors and other owners of rights, their names and addresses. Please see Annexure 10 to this Form.

12. **Name and signature of the members of the governing body.**

   ![Signature]
   Anjum Rajabali
   Chairman and Member of the Governing Body

   ![Signature]
   Mohammed Badiuzzaman
   Member of the Governing Body
Kamlesh Pandey
Member of the Governing Body

Saket Chaudhary
Member of the Governing Body

Rajesh Dubey
Member of the Governing Body

Vipul Shah
Member of the Governing Body

Juhi Asheesh Malhotra
Member of the Governing Body

13. **Name and signature of the chief executive officer.**

Vinod Ranganath
Chief Executive Officer

Place: Mumbai

Date: 14-11-2020
GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Mumbai
Everest , 100 , Marine Drive

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 of the Companies (Incorporation) Rules, 2014]

I hereby certify that Screenwriters Rights Association of India is incorporated on this Eleventh day of February Two Thousand Sixteen under the Companies Act, 2013 and that the company is limited by guarantee.

The CIN of the company is U91100MH2016NPL273040.

Given under my hand at Mumbai this Eleventh day of February Two Thousand Sixteen.

TRUPTI SUBHASH SHARMA
Registrar of Companies
Maharashtra

Mailing Address as per record available in Registrar of Companies office:
Screenwriters Rights Association of India
201 Vaibhav, Janki Kutir, Juhu Church Road,
Mumbai - 400049,
Maharashtra, INDIA
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U91100MH2016NPL273040

SECTION 13(1) OF THE COMPANIES ACT, 2013
Certificate of Registration of the Special Resolution Confirming Alteration of
Object Clause(s)

The shareholders of M/s SCREENWRITERS RIGHTS ASSOCIATION OF INDIA having passed Special Resolution in the
Annual/Extra Ordinary General Meeting held on 11-09-2020 altered the provisions of its Memorandum of Association with
respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this
day been registered.
Given under my hand at Mumbai this Twenty second day of September Two thousand twenty.

Indrajit AjmalBhai Vania
Registrar of Companies
RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

SCREENWRITERS RIGHTS ASSOCIATION OF INDIA
201 Vaibhav, Janki Kutir, Juhu Church Road, Mumbai, Mumbai City,
Maharashtra, India, 400049
ANNEXURE 2

Names, Addresses and Profession / Occupation of the Persons who Comprise the Applicant

1. Name: Mr. Saket Chaudhary
   Profession: Writer

2. Name: Mr. Javed Akhtar
   Address: 702, Sagar Samrat, Juhu, Mumbai – 400049.
   Profession: Writer

3. Name: Mr. Anjum Rajabali
   Address: 201, Vaibhav, Janki Kutir, Juhu Church Road, Mumbai - 400049.
   Profession: Writer

4. Name: Mr. Rajesh Dubey
   Address: 103, Dn2, Building MIG 1 PT SN, 41B Patliputra Nagar, Oshiwara Jogeshwari West, Mumbai- 400102.
   Profession: Writer

5. Name: Mr. Vipul Shah
   Address: 102, Bharat Ark, Veera Desai Road, Andheri West, Mumbai - 400053.
   Profession: Producer

6. Name: Mr. Mohammed Badiuzzaman a.k.a. Zaman Habib
   Address: A-401, Raj Classic, Panch Marg, Off Yari Road, Versova, Andheri West Mumbai – 400061.
   Profession: Producer

7. Name: Mr. Kamlesh Pandey
   Address: 901, A Wing, Juhu Trishul, Gulmohar Cross Road No. 6, JVPD Scheme, Vile Parle West, Mumbai – 400049.
   Profession: Producer

8. Name: Juhi Asheesh Malhotra (maiden and industry name - Juhi Chaturvedi)
   Address: C 101/102, Lokhandwala Residency, L R Pappan Marg, Off Dr. E Moses Road, Worli, Mumbai 400018.
   Profession: Writer
ANNEXURE 3

Details of Works In Which Copyright of the Members Subsists

1. **Name of Member:** Saket Chaudhary  
   **Works:**
   
   Screenplay written for multiple episodes of the following television serials:
   
   a. Movers & Shakers  
   b. Kyon Hota Hain Pyarr  
   c. Dil Kya Chahta Hain  
   d. Asoka  
   e. Pyar Ke Side Effects  
   f. Shaadi Ke Side Effects

2. **Name of Member:** Javed Akhtar  
   **Works:**
   
   Script / Screenplay / Dialogues written for the following films:
   
   a. Dil Dhadakne Do  
   b. Zanjeer  
   c. Billa  
   d. Luck by Chance  
   e. Don  
   f. Lakshya  
   g. Armaan  
   h. Kabhi Na Kabhi  
   i. Prem  
   j. Roop Ki Rani Choron Ka Raja  
   k. Bhoomi  
   l. Khel  
   m. Jhoothi Shaan  
   n. Jeevan Ek Sanghursh  
   o. Main Aznaad Hoon  
   p. Joshilaay  
   q. Dacait  
   r. Meri Jung  
   s. Mr. India  
   t. Saagar  
   u. Arjun  
   v. Zamana  
   w. Duniya  
   x. Mashaal  
   y. Betaab  
   z. Shakti  
   aa. Kranti  
   bb. Shaan  
   cc. Dostana
dd. Yugandhar
ee. Kaala Patthar
ff. Trishul
gg. Chacha Bhatija
hh. Manushulu Chesina Dongalu
ii. Immaan Dharam
jj. Premada Kanike
kk. Aakhri Dao
ll. Sholay
mm. Deewaar
nn. Majboor
oo. Haath Ki Safai
pp. Yaadon Ki Baaraat
qq. Zanjeer
rr. Seeta Aur Geeta
ss. Andaz
tt. Haathi Mere Saathi
uu. Yakeen
vv. Don 2
ww. Zamana

3. **Name of Member:** Anjum Rajabali

**Works:**

Script / Screenplay / Dialogues written for the following films:

a. Satyagraha
b. Chakravyuh
c. Aarakshan
d. Raajneeti
e. Naina
f. The Legend of Bhagat Singh
g. Pukar
h. KachcheDhaage
i. China Gate
j. Ghulam
k. DrohKaal
l. Apaharan (script consultant)
m. Gangaajal (script consultant)
4. **Name of Member:** Rajesh Dubey

**Works:**

Screenplay written for multiple episodes of the following television serials:

- Balika Vadhu
- Ishq Ka Rang Safed
- Mohi
- SaatPhera
- Jyoti
- Mere Apne
- PA Saab
- Gulaal
- Sarkaar
- Karol Baug
- SasuralSimar ka
- Phir Subah Hogi
- Kaisa Yeh Ishq Hai AjabSaa Risk Hai
- Ranbir-Rano
- Waaris
- Mitwa
- Shraddha
- ChashmeBaddoor
- Rajkumar Aryan
- Saathi Re
- Jee Saheb
- Rishtoon Ki Dor
- Yeh Hai Mumbai Meri Jaan
- Grihasti
- HaalKaisahaijanaab ka
- Mr. Mintoo
- Aapan to bus vaisay hi
- Aan
- Kuch Love KuchMasti
- Aao Behan Chugli Karen
- Stree
- Saara Aakash
- SachHongesapane
- Dharmandharm
- Zeewangi97
- Gubbar
- Daftar nama
- Rishtey
- Daddy samjhakaro
5. **Name of Member:** Vipul Shah  
**Works:**

- **Television Serials / Films produced:**
  a. Commando 2  
  b. Force 2  
  c. Pukaar  
  d. Holiday  
  e. Commando  
  f. Force  
  g. Kuch Luv Jaisaa  
  h. Action Replayy  
  i. Singh Is Kinng  
  j. Namastey London  
  k. Waqt: The Race Against Time  
  l. Hum Pardesi Ho Gaye

6. **Name of Member:** Mohammed Badiuzzaman (Pen Name: Zaman Habib)  
**Works:**

- **Television Serials / Films produced:**
  a. SasuralGendaPhool  
  b. SajdaTerePyar Mein  
  c. The Family (Short Film)

7. **Name of Member:** Kamlesh Pandey  
**Works:**

- **Television Serials / Films produced:**
  a. Mrs. Madhuri Dickshit  
  b. Mujhe Mut Yaad Karna  
  c. Ek Din Ki Wardi  
  d. Loomba  
  e. Sukh-Dukh

8. **Name of Member:** Juhi Asheeh Malhotra (maiden and industry name - Juhi Chaturvedi)  
**Works:**

- **Story / Screenplay / Dialogues written for the following films:**
  a. Vicky Donor
b. Madras Café

c. Khoobsurat

d. Piku

e. The Song of the Scorpions

f. October

g. The Sky is Pink

h. GulaboSitabo
ANNEXURE 4

Names, addresses and profession/occupation of individuals comprising the Governing Body and the capacity (author or other owner of the rights) in which the individual has become a member of the Governing Body:

i. Name: Mr. Anjum Rajabali
   Address: 201, Vaibhav, Janki Kutir, Juhu Church Road, Mumbai - 400049.
   Profession: Writer
   Capacity: Chairman

ii. Name: Mr. Saket Chaudhary
    Address: 1403, Tapasya CHS, Plot:21, Vidlineswar Temple. S.V.Patel Nagar,
    Andheri (W), Mumbai – 400 053.
    Profession: Writer
    Capacity: Author

iii. Name: Mr. Rajesh Dubey
     Address: 103, Dn2, Building MIG 1 PT SN, 41B Pathliputra Nagar,
     Oshiwara Jogeshwari West, Mumbai- 400102.
     Profession: Writer
     Capacity: Author

iv. Name: Juhi Asheesh Malhotra (maiden and industry name - Juhi Chaturvedi)
    Address: C 101/102, Lokhandwala Residency, L R Pappan Marg, Off Dr. E
    Moses Road, Worli, Mumbai 400018.
    Profession: Writer
    Capacity: Author

v. Name: Mr. Vipul Shah
   Address: 102, Bharat Ark, Veera Desai Road, Andheri West, Mumbai -
   400053. Profession: Producer
   Capacity: Other owner of rights / Producer

vi. Name: Mr. Mohammed Badiuzzaman
     Address: A-401, Raj Classic, Panch Marg, Off Yari Road, Versova, Andheri West
     Mumbai – 400061
     Profession: Producer
     Capacity: Other owner of the rights / Producer

vii. Name: Mr. Kamlesh Pandey
     Address: 901, A Wing, Juhu Trishul, Gulmohar Cross Road No. 6, JVPD Scheme,
     Vile Parle West, Mumbai - 400049.
     Profession: Producer
     Capacity: Other owner of the rights / Producer
INDEPENDENT AUDITORS' REPORT

To,
The Members of SCREENWRITERS RIGHTS ASSOCIATION OF INDIA
[CIN: U91100MH2016NPL273040]

Report on the financial statements

1. We have audited the accompanying standalone financial statements of SCREENWRITERS RIGHTS ASSOCIATION OF INDIA ("the Company), which comprise the Balance Sheet as at 31st March, 2020, the Statement of Income and Expenditure for the year ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statement

2. The Company’s Management is responsible for the preparation of these financial statements that give a true and fair view of the financial position and financial performance of the Company. This responsibility includes the design, implementation and maintenance of internal controls relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

3. Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with the ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatements.

4. An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the financial statements. The Procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements whether due to fraud or error. In making those risk assessments, the auditor considers the internal controls relevant to the Company’s preparation and fair presentation of the financial statements in order to design audit
procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal controls. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of the accounting estimates made by the Management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

5. In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give a true and fair view in conformity with the accounting principles generally accepted in India:
   a) in the case of the Balance Sheet, of the state of affairs of the Company as at March 31, 2020;
   b) in the case of the Statement of Income and Expenditure, of the deficit of the Company for year ended on that date;

Report on Other Legal and Regulatory Requirements:

6. The Companies (Auditor’s Report) Order, 2015 (CARO) issued by the Central Government in terms of Section 143 of the Companies Act, 2013 is not applicable to the Company in terms of Clause 1(2)(iii) of the Order.

7. As required by section 143(3) of the Act, we report that:

   a) We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
   b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
   c) The Balance Sheet and Statement of Income and Expenditure dealt with by this report are in agreement with the books of account of the Company.
   d) In our opinion, the Balance Sheet and Statement of Income and Expenditure comply with the Accounting Standards referred to in Section 129(1) of the Companies Act, 2013.
e) On the basis of the written representations received from the directors as on March 31, 2019 taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2020 from being appointed as a director in terms of Section 164 (2) of the Companies Act, 2013.

For SONONE & ASSOCIATES
Chartered Accountant
(Firm Registration No. 134136W)

Deepak Sonone
Proprietor
Membership No: 135687
Date: 27th July, 2020
Place: Thane

UDIN: 20135687AAAAA8575
## SCREENWRITERS RIGHTS ASSOCIATION OF INDIA
### BALANCE SHEET AS AT MARCH 31, 2020

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<thead>
<tr>
<th>Sr. No.</th>
<th>PARTICULARS</th>
<th>Note</th>
<th>31.03.2020</th>
<th>31.03.2019</th>
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<td><strong>EQUITY AND LIABILITIES</strong></td>
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<tr>
<td>1.</td>
<td>Shareholder's Funds</td>
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<tr>
<td></td>
<td>(a) Share Capital</td>
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<td>(b) Reserves and Surplus</td>
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<td></td>
<td>(c) Money received against share warrants</td>
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<td>34,050</td>
<td>25,200</td>
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<td>2.</td>
<td>Share application money pending allotment</td>
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<td>3.</td>
<td>Non-current liabilities</td>
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<td></td>
<td>(a) Long-term borrowings</td>
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<tr>
<td></td>
<td>(b) Deferred tax liabilities (Net)</td>
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<td></td>
<td>(c) Other Long term liabilities</td>
<td></td>
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<td>(d) Long term provisions</td>
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<td>4.</td>
<td>Current Liabilities</td>
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<tr>
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<td>(a) Short term borrowings</td>
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<td></td>
<td>(b) Trade payables</td>
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<td>(c) Other Long term liabilities</td>
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<td>(d) Short-term provisions</td>
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<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td>34,050</td>
<td>25,200</td>
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<td></td>
<td><strong>ASSETS</strong></td>
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<tr>
<td>1.</td>
<td>Non-current assets</td>
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<tr>
<td></td>
<td>(a) Fixed assets</td>
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<td>(b) Non-current investments</td>
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<td></td>
<td>(c) Deferred tax assets (Net)</td>
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<td>(d) Long term loans and advances</td>
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<td></td>
<td>(e) Other non-current assets</td>
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<td>2.</td>
<td>Current assets</td>
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<tr>
<td></td>
<td>(a) Current Investment</td>
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<tr>
<td></td>
<td>(b) Inventories</td>
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<td>(c) Trade receivables</td>
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<td></td>
<td>(d) Cash and Cash equivalents</td>
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<tr>
<td></td>
<td>(e) Short-term loans and advances</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(f) Other current assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Significant accounting policies
The accompanying notes form an integral part of

As Per our Audit report of even date

SONONE & ASSOCIATES
Chartered Accountants
FRN: 134136W

DEEPAK SONONE
PROPRIETOR
Membership No. 135687
Place: Thane
Date: 27th July, 2020

For SCREENWRITERS RIGHTS ASSOCIATION OF INDIA

ANJUM RAJABALI
Director
DIN-06870513

BADI UZZAMAN MOHAMED
Director
DIN-07269988
# SCREENWRITERS RIGHTS ASSOCIATION OF INDIA

**Income and Expenditure Account for the year ended 31st March, 2020**

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>Note No.</th>
<th>31.03.2020 Rs.</th>
<th>31.03.2019 Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue From Operations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Income</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee benefits expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td></td>
<td>8,850</td>
<td>8,850</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td></td>
<td>8,850</td>
<td>8,850</td>
</tr>
<tr>
<td>EXCESS OF INCOME OVER EXPENDITURE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BEFORE EXCEPTIONAL ITEM</td>
<td></td>
<td>8,850</td>
<td>7,500</td>
</tr>
<tr>
<td>EXCESS OF INCOME OVER EXPENDITURE</td>
<td></td>
<td>8,850</td>
<td>7,500</td>
</tr>
<tr>
<td>Significant accounting policies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Accompanying Notes are an integral part of the Financial Statements.

As Per our Audit report of even date

SONONE & ASSOCIATES
Chartered Accountants
FAN: 131136W

DEEPAK SONONE
PROPRIETOR
Membership No. 135687
Place: Thane
Date: 27th July, 2020

For SCREENWRITERS RIGHTS ASSOCIATION OF INDIA

ANJUM RAJABALI
Director
DIN-06870513

BADIUZZAMAN MOHAMMED
Director
DIN-07269968
SCREENWRITERS RIGHTS ASSOCIATION OF INDIA

NOTE: - 1
ACCOUNTING POLICIES AND NOTES FORMING PART OF ACCOUNTS FOR THE YEAR ENDED 31ST MARCH, 2020

SIGNIFICANT ACCOUNTING POLICIES:

1. GENERAL INFORMATION:

Screenwriters Rights Association Of India (hereinafter referred to as “Company”) was incorporated on 11th February, 2016 as a Private Limited Company - Limited by Guarantee under Section 8 of the Companies Act, 2013 for pursuing the objective of licensing literary works on behalf of its members, as a Copyright Society under Section 33 of the Copyright Act, 1957.

The main object of the Company to promote, protect and enforce the general professional interests of all Authors, Creators and Owners of any Literary Work as defined under the Copyright Act, 1957, or of members of the Company or their legal heirs as being otherwise entitled to the benefits of such Literary Works and all rights and remedies available to such Authors, Creators and Owners by virtue of the Copyrights Amendment Act, 2012, inter alia, including any exploitation of Literary Works by reproduction in any material form including any digital form, by public performance, by translation or by adaption of such Literary Works.

The Board of Directors of the Company filed Application on 11th April, 2016 with Registrar of Copyrights, before Central Government, for its registration as Copyright Society, under Section 33 Copyright Act, 1957, in literary works, such as story, script, screenplay, dialogues or any other literary works (excluding lyrics). The Company has filed its application to administer copyrights in literary works authored by its members, including stories, plays, screenplays and dialogues.

During the period under review, the Company did not carry on any business activities.

2. BASIS OF ACCOUNTING AND PREPARATION OF FINANCIAL STATEMENTS:
The financial statements of the Company have been prepared in accordance with generally accepted accounting principles in India (Indian GAAP) to comply in all material respect with the accounting standards notified under the Companies (Accounting Standards) Rules, 2006, (as amended and the relevant provisions of the Companies Act, 2013. The financial statements have been prepared on the accrual basis under the historical cost convention.

3. USE OF ESTIMATES:
The preparation of the financial statements requires the management to make estimates and assumption considered in the reported amount of assets and liabilities (including contingent liabilities as of the date of the financial statements and the reported income and expenses for the year. The management believes that the estimates used in preparation of the financial statements are prudent and reasonable. Future results could differ from these estimates and
the differences between the actual results and estimates are recognized in the periods in which the results are known/materialize.

4. CASH AND CASH EQUIVALENTS:
Cash and cash equivalents for the purpose of Cash Flow statement includes Cash in hand, Balances with banks and fixed deposits with banks. The Company has not opened the Bank Account till date.

5. PROVISIONS AND CONTINGENCIES:
A provision is recognized when the Company has a present obligation as a result of past events and it is probable that an outflow of resources will be required to settle the obligation in respect of which a reliable estimate can be made. Provisions are not discounted to their present value and determined based on the best estimate required to settle the obligation as at Balance Sheet date.

6. REVENUE RECOGNITION:
Revenue is recognised to the extent that it is probable that the economic benefit will flow to the Company and the revenue can be reliably measured.

7. COMPARATIVE FIGURES:
The previous period’s figures have been regrouped, rearranged and reclassified wherever necessary.
<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>31.03.2020</th>
<th>31.03.2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserves and Surplus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening Balance</td>
<td>25,200</td>
<td>16,350</td>
</tr>
<tr>
<td>Profit/ (Loss) during the year</td>
<td>8,850</td>
<td>8,850</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>34,050</strong></td>
<td><strong>25,200</strong></td>
</tr>
<tr>
<td><strong>NON-CURRENT LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Note - 3 Long Term Borrowings</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CURRENT LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Note - 4 Short Term Provisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision for Tax</td>
<td>34,050</td>
<td>25,200</td>
</tr>
<tr>
<td>Audit Fees Payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>34,050</strong></td>
<td><strong>25,200</strong></td>
</tr>
<tr>
<td><strong>Note - 5 Other Current Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NON CURRENT ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Note - 6 Deferred Tax Assets (Net)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add.: During the year</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CURRENT ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Note - 7 Cash and Cash Equivalents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash in hand</td>
<td>Nill</td>
<td>Nill</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Note - 8 Income Tax &amp; TDS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDS Receivable</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Note - 9 Other current assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Expenses (to the extent not w/off or adjusted)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARTICULARS</td>
<td>31.03.2020</td>
<td>31.03.2019</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Note - 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Note - 11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit Fees</td>
<td>8,850</td>
<td>8,850</td>
</tr>
<tr>
<td>Total</td>
<td>8,850</td>
<td>8,850</td>
</tr>
</tbody>
</table>
MINISTRY OF CORPORATE AFFAIRS  
RECEIPT  
G.A.R. 7

SRN : R50137827  
Service Request Date : 17/08/2020

Payment made into : ICICI Bank

Received From :

Name : VIJAY BHAGWAN SONONE  
Address : Company Secretary  
Fort 9930021463  
Mumbai, Maharashtra  
India - 400001

Entity on whose behalf money is paid

CIN: U91100MH2016NPL273040  
Name : SCREENWRITERS RIGHTS ASSOCIATION OF INDIA  
Address : 201 Vaibhav, Janki Kutir  
Juhu Church Road  
Mumbai, Maharashtra  
India - 400049

Full Particulars of Remittance

Service Type: eFiling

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Type of Fee</th>
<th>Amount(Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee for Form AOC-4 for the financial year ending on 2020</td>
<td>Normal</td>
<td>200.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>200.00</td>
</tr>
</tbody>
</table>

Mode of Payment: Credit Card- ICICI Bank

Received Payment Rupees: Two Hundred Only

Note – The Registrar may examine this eForm any time after the same is processed by the system under Straight Through Process (STP). In case any defects or incompleteness in any respect is noticed by the Registrar, then this eForm shall be treated and labeled as defective and the eForm shall have to be filed afresh with the fee and additional fee, as applicable. (Please refer Rule 10 of the Companies (Registration Offices, Fees) Rules, 2014)
Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

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For more assistance with Adobe Reader visit http://www.adobe.com/go/acrreader.

Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.
Memorandum of Association

[Pursuant to Rule 19(2) the Companies (Incorporation) Rules, 2014]

of

Screenwriters Rights Association of India

I. The name of the Company is Screenwriters Rights Association of India.

II. The Registered Office of the Company will be situated in the State of Maharashtra within the jurisdiction of the Registrar of Companies, Maharashtra, Mumbai.

III. The objects for which the Company is established are:

(A) The main object of the Company to be pursued by the Company on its incorporation are:-

1. ('') To promote, protect and enforce the general professional interests of all Authors, Creators and Owners of any Literary Work as defined under the Copyright Act, 1957, or of members of the Company or their legal heirs as being otherwise entitled to the benefits of such stories, screenplays, dialogue, scripts and such Literary and Dramatic Works and all rights and remedies available to such Authors, Creators and Owners by virtue of the Copyrights Amendment Act, 2012, inter alia, including any exploitation of Literary or Dramatic Works by reproduction in any material form including any digital form, by public performance, by translation or by adaption of such Literary, Dramatic and Artistic Work and related documents.

(B) The objects incidental or ancillary to the attainment of the above main objects are:

2. To promote fair dealings and understanding between the Members and to establish and maintain harmony, unity of action between the Members.

3. To register the Literary Works authored and/or owned by the Members and to enter into contracts or arrangements with the third parties for using the Literary Works of the Members on behalf of them and to rescind, alter or vary such contracts or arrangements, to register Literary Works authored and/or owned by the Members

1 (Alteration in Main Objects - Pursuant approval of the Central Government and Members of the Company by way of Special Resolution passed at the Extra-Ordinary General Meeting held on 11th September, 2020)
and to enter into contracts with third parties for use of rights and Literary Works controlled by the Company by virtue of assignment and/or licensing of the same to the Company and/or otherwise as applicable under the said The Copyrights (Amendment) Act, 2012. For such purpose to obtain from the Authors and/or Owners such assignments, assurances, power of attorneys or other authorities or instruments as may be necessary and expedient for any purpose as applicable hereunder and to establish and enforce standard minimum contracts as required for effective administration of such purposes;

4. To issue licenses and/or assignments on behalf of the Authors and/or Owners in the name of the Company to the third parties and to enter into contracts or arrangements for issuing such licenses and/or assignments and to rescind, alter or vary such contracts or arrangements for issuing the license and/or assignment;

5. To frame and publish a "tariff scheme" approved by appropriate government body or Copyright Board, for issuing licenses and/or assignments of the Literary Works of the Authors and/or Owners to the third parties and/or for entering into the contract or arrangement for issuing a license and/or assignment to the third parties in relation to the Literary Works of the Authors and/or Owners and the rights controlled by the association;

6. To collect and receive royalties on behalf of the Authors and/or Owners from the third parties for use of Literary Works of the Authors and/or Owners and the rights controlled by the association;

7. To prepare and submit all necessary applications, forms, permissions, authorisations including but not limited to returns and reports as may be required to be submitted to the Registrar of Copyrights or any other governmental or quasi-governmental or trade body or association;

8. To maintain records and registers in any manner as may be prescribed recording the details of fees collected, royalties received and distributed to its members;

9. To perform such functions and duties as may be required of it under the provisions of Section 35 of the Copyright Act, 1957 or under any amendments to the said Act;

10. To give effectual discharges and distribute the royalties to Authors and/or Owners of the Literary Works;

11. To initiate and maintain all necessary actions or proceedings to recover any royalties from the third parties to whom the Company has issued a license of the
Literary Works or with whom the Company has entered into a contract or arrangement for use of the Literary Works of the Authors and/or Owners or from the unauthorized third parties using the Literary Works of the Authors and/or Owners without entering into any contract or arrangement with the Company and to restrain and recover damages for any infringement and/or violation of the same;

12. To negotiate with the Authors and/or Owners and determine the rates of royalties for the Literary Work of the Authors and/or Owners for the purpose of collective administration;

13. To ensure protection of Literary Works and effective enforcement of intellectual property rights over the Literary Works authored and/or owned by the Members outside India;

14. To ensure better working conditions for its Members and also ensure that the royalty and other payment received by them for their Literary Works is commensurate with the true value of their Literary Works;

15. To correct and prevent abuses and unfair practices to which the Members may be subjected to by the third parties using their Literary Works and to bring about concerted action in such respects.

16. To promote mediation for resolution of disputes relating to the Literary Work and/or professional work of its Members.

17. To create awareness among its Members about their rights, interests and remedies available to them under various laws and to disseminate information and interpretation of new laws and/or amendments to any existing laws and legislation affecting the rights, interests or remedies available to its Members by inviting experts in the field.

18. To keep the Members updated about the changes in the laws relating to their professional interests.

19. To provide a network of support, knowledge and resources to the Members.

20. To protect and promote the rights, welfare and interests of the Members of the Company and to make, alter and vary any rules for regulating such rights, welfare and interests of the Members of the Company;

21. To evolve guidelines for fair-play and code of conduct to be adopted for smooth and
safe functioning of the trade and purposes of the Company;

22. To address the grievances of the Members and provide guidance and resolve the problems and difficulties faced by the Members;

23. To act as a vital link between the Authors and/or Owners, producers, artists and other constituents touching the trade for ensuring an ongoing process of dialogue in event of any conflict resolution, facilitating settlement of disputes both between the fraternity and intra between any third party authorities and the members.

24. To use various means as deemed fit by the Company for publicizing and communicating the aims, objectives and benefits of the Company to the Members of the Company.

25. To promote or undertake any undertakings that may directly or indirectly benefit the members and/or the Company and further its aims and objectives.

26. To make grants, donations and settle trusts for the purpose of welfare of Members or other constituents of the trade who may require basic survival support.

27. To establish relations with associations in any territory having similar objects and with associations formed to promote the welfare of the Owners and/or any Authors or formed to promote the craft of writing and illustrating and creating the Literary Works.

28. To enter into contracts or arrangements, acquire any movable or immovable property necessary for smooth functioning of the Company.

29. To do all such lawful activities that are incidental or conducive to the attainment of the objects or any of them of the Company or any other activities that might be conducive to the progress and welfare of the Company and/or its Members.

30. To pursue with various State Governments, Central Government, governments of other countries or any other organisation and their agencies, programs, policies and actions that are responsive to the needs of the Authors and/or Owners and the literary and illustrative industry in India.

31. Any other objective required to be carried out for the development of and for the benefit of the Members of the Company.

32. To let out on rent or sell, exchange, lease, mortgage, or let on royalty, or grant
licenses, easements, options and other rights over and in any other manner deal
with or dispose off the whole or any part of the undertaking, property (movable or
immovable), assets, rights and effects of the Company as may be required for the
attainment of the main object of the Company, for such consideration as may be
thought fit.

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

IV. THE OBJECTS OF THE COMPANY EXTEND TO THE WHOLE OF INDIA.

V.
1. The profits, if any, or other income and property of the company, whensoever
derived, shall be applied, solely for the promotion of its objects as set forth in this
Memorandum.

2. No portion of the profits, other income or property aforesaid shall be paid or
transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of
profit, to persons who, at any time are, or have been, members of the company or to
any one or more of them or to any person claiming through any one or more of them.

3. No remuneration or other benefit in money or money’s worth shall be given by the
company to any of its members, whether officers or members of the company or not,
except payment of out-of-pocket expenses, reasonable and proper interest on
money lent, or reasonable and proper rent on premises let to the company.

4. Nothing in this clause shall prevent the payment by the Company in good faith of
prudent remuneration to any of its officers or servants (not being members) or to any
other person (not being a member), in return for any services actually rendered to
the company.

5. Nothing in clauses (3) and (4) shall prevent the payment by the Company in good
faith of prudent remuneration to any of its members in return for any services (not
being services of a kind which are required to be rendered by a member), actually
rendered to the company.

VI. No alteration shall be made to this Memorandum of Association or to the Articles of
Association of the Company which are for the time being in force, unless the
alteration has been previously submitted to and approved by the Registrar of
Companies.
VII. The Liability of the members is limited.

VIII. Each member, undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year afterwards, for payment of the debts or liabilities of the company contracted before he ceases to be a member and of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributories among themselves such amount as may be required not exceeding a sum of Rs.5,000/- (Rupees Five Thousand only).

IX. True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts and expenditure take place, and of the property, credits & liabilities of the company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the company for the time being in force, the accounts of the company shall be open to the inspection of the members.

Once at least in every year, the accounts of the company shall be examined and the correctness of the balance sheet and the income and expenditure account ascertained by one or more properly qualified auditor or auditors.

X. If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under the section 269 of the Act.

XI. The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.
We, the several persons whose names, addresses, descriptions and occupation are hereunto subscribed are desirous of being formed into a Company not for profit, in pursuance of this Memorandum of Association:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name, Address, description and occupation of each Subscriber</th>
<th>Signature of Subscribers</th>
<th>Signature of witness and his name address, description and occupation</th>
</tr>
</thead>
</table>
| 1.     | SAKET CHAUDHARY  
C-707, SIDDHI, KALYAN COMPLEX, YARI ROAD ANDHERI (W), MUMBAI-400058.  
DIRECTOR | S/NO RAMESH CHAUDHARY |   |
| 2.     | KAMLESH PANDY  
301, A'WING INTERNATIONAL  
CROSS ROAD NO. 6, Juhu  
J.V.P.D. SCHEME,  
VIL. PARLE (W),  
MUMBAI-400016.  
PRODUCER | S/NO RAMESH PANDY |   |
| 3.     | MOHAMMED BADIUZZAMAN  
A-401, RAJ CLASSIC  
PANCH MARLI, OPP YARI ROAD, Versova,  
ANDHERI WEST  
MUMBAI-400061  
PRODUCER | S/NO HABIB MOHAMMED |   |

I, the above-named subscriber, do hereby subscribe to and sign my name as my signature to the Memorandum of Association of the above-named Company, and declare that I have received a copy of the Memorandum and Articles of Association foreseen in the Companies Act, 2013.
RAJESH DUBEY
103, D N 2,
Bldg. MIG 1
P & S N,
41 B, Patliputra
Nagar, Oshiwara
Jogeshwari West
Mumbai - 400 102
WRITE

ANNAMAL R. RAJRAJ
201, Vaishnav
BANK TULSHI
Sahar Colony
Mumbai - 400 049
WRITE

SIO YAKUB RAJABALI

W. B. Bhatia
304, Shriram Akshar
Tol. Sagar
Damani
Jeevan Chambers
Mumbai

WRITE

Vind A. Shah
12, Ghasat ARK
Veera Desai Road
Andheri (W)
Mumbai - 400 053

WRITE

ATTESTED

SIKANDAR KAZI
B Com, LLB
Advocate & Notary Govt. of India
Shop No. 2, Government of India
Sujan Mansion Bldg., Opp. Moti Mahal Hotel,
S V Road, Andheri (W), Mumbai - 400 053
THE COMPANIES ACT, 2013

Company Limited by Guarantee and not having Share Capital
(Under Section 8 of the Companies Act, 2013)

Articles of Association
of
Screenwriters Rights Association of India

1. DEFINITIONS

Regulations contained in the Table H in the Schedule I to the Companies Act, 2013 shall apply so far only as they are not inconsistent with any of the provisions contained in these Regulations and except is so far as they are not modified, varied, altered or abrogated by these Articles.

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 and shall include any statutory modifications or amendments or re-enactment thereof for the time being in force.

b) "Articles" means these Articles of Association of the Company.

c) "Auditors" means and includes those persons appointed as such for the time being by the Company.
d) "Affiliate" shall mean, in relation to any person, any person that directly or indirectly
Controls, is controlled by or is under common Control with such person and / or any
of their Relatives (if such person is a natural person);

e) "Board of Directors" mean the members of Board of Directors for the time being of
the Company, as constituted and authorised to act pursuant to these Articles.

f) "Cinematograph Film" shall have the meaning ascribed to it under the Copyright
Act, 1957 and Rules made thereunder (including any statutory modification or
amendments thereof for the time being in force).

g) "Company" means the above named Company i.e. Screenwriters Rights
Association of India.

h) "Communication to the public" shall have the same meaning as is ascribed to it
under the Copyright Act, 1957 and Rules made thereunder (including any statutory
modification or amendments thereof for the time being in force).

i) "Copyright Act" means Indian Copyright Act, 1957 (including any statutory
modification or amendments thereof for the time in force).

j) "Copyright Rules" means the Copyright Rules, 2013, framed under the Copyright
Act, 1957 and any amendments made thereto from time to time.

k) "Control" shall mean the power to direct the management and policies of a Person
whether through the direct or indirect ownership of shares, voting capital, by
contract, its constitutional documents or otherwise;
l) "Director" means a member of Board of Directors of the Company.

m) "Distribution" means distribution which may, pursuant to the Rules, be made among the Members out of the Royalty 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.

n) "Distribution Policy" shall mean the policy formulated by the Company for the purposes of Distribution of the royalties and other monies received by the Company to its Members, as provided in Copyright Rules, 1958.

o) "Meetings" means all general meetings including the Annual General Meetings of the Company but excludes any Extraordinary General Meetings.

p) "Member" means and includes Life Member, Regular Member and Associate Member of the Company.

q) "Membership" means membership of the Company.

r) "Office" means the registered office for the time being of the Company.

s) "Owner" means any person owning wholly or partially or having any ownership interest in the Work in any form or manner whatsoever.

t) "Producer" means the producer of any Cinematograph Film, means a person who takes initiative and responsibility for making the Work.

u) "Register of Authors and Producers" means the register containing the names of the Authors and Producers who are members of the Company as provided in the
v) "Registered Works" means the Literary Works registered by the Members with the Company or with any other statutory bodies.

w) "Relative" means such person as may be defined under the Companies Act, 2013.

x) "Rules" means the rules prescribed for time to time made for the purposes of achieving the objects of the Company.

y) "Right to collect royalty" shall mean any right or claim to, or share of, any royalty by Authors and Producers for the exploitation of their Literary Works, 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.

z) "Scriptwriter" means an author, writer, adapter or translator of the script or screenplay or dialogue of any Cinematograph Film and shall not include any person who is a Producer.

aa) "Secretary" means any person appointed to perform the duties of the Secretary of the Company and includes an assistant or deputy secretary, and any person appointed by the Board to perform the duties of the Secretary.

bb) "Literary Work" without prejudice to the generality of the expression, includes the written text of any of a Cinematograph Film or the synopsis, summary or précis thereof in which copyright subsists or as may be defined under the Copyright Act, 1957 (hereinafter referred to as Works).
2. INTERPRETATION

1. In these Articles 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.

2. Words importing the singular number include the plural number.

3. Words importing the masculine gender include the feminine.

4. Words importing persons include firm or company.

5. 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.

PUBLIC COMPANY

3. The Company is a “Public company” within the meaning of section 2(71) of the Act.

MEMBERSHIP

4. The number of Members with which the Company is proposed to be registered is 7(Seven), but the Board of Directors may, from time to time, whenever the company or the business of the company requires it, register an increase of members. Admission to membership of the Company shall be open throughout the year and the number of Members shall be unlimited.

5. The subscribers to the Memorandum of Association and such others, are admitted to membership in accordance with the Articles, shall be members of the Company (the “Members”).
A Member shall be an Author or a Producer entitled to his / its rights. The name and address of every Member shall be entered into the Register of Authors and Producers along with the nature of rights authorized to be administered by the Company and such other details as may be required under the Copyright Rules.

7. Eligibility for Membership:-

The following persons shall be eligible for membership of the Company:
   a) An Author
   b) Producer
   c) on the death of an Author or a Producer, being member of the Company, the legal heirs of a deceased member such as the spouse, son or daughter above the age of eighteen (18) years, or other nominee, next of kin, individual beneficiary in respect of the rights in the Registered Work of a deceased member, subject to approval/satisfaction of the Board of Directors of the Company.

8. Notwithstanding the generality of the foregoing, the following requirements shall be requisite for the following categories of membership:

(I) Life Memberships: -

(a) The Company shall offer Life Membership from television (TV) to :-

(i) Subscribers to the Memorandum and Articles of Association of the Company;
(ii) Life Membership to a Hindi Tamil & Telugu TV Scriptwriter who has completed minimum 10 years of writing and written a minimum of 1000 episodes.
(iii) Life Membership to a Marathi, Bengali, Kannada & Malayalam TV
Scriptwriter who has completed 7 years of writing and written a minimum of 500 episodes.

(iv) Life Membership to a Oriya, Bhojpuri, Punjabi, Gujarati & Rajasthani TV Scriptwriter who has completed 5 years of writing and written a minimum of 350 episodes.

(v) Life Membership to a Hindi Tamil & Telegu TV Producer who has completed minimum 10 years of producing and produced a minimum of 2000 episodes.

(vi) Life Membership to a Marathi, Bengali, Kannada & Malayalam TV Producer who has completed 7 years of producing and produced a minimum of 1000 episodes.

(vii) Life Membership to a Oriya, Bhojpuri, Punjabi, Gujarati & Rajasthani TV Producer who has completed 5 years of producing and produced a minimum of 750 episodes.

(viii) Life Membership to a Documentary Producer/writer for producing/writing for 10 years and produced/written at least 5 documentaries.

(ix) Life Membership to an Animation Producer/writer for producing/writing for 10 years and produced/written at least 2 animation films.

(x) Life Membership to Children’s TV Program Producer for producing for 10 years and produced at least 250 episodes.

(xi) Life Membership to an Infotainment Producer for producing for 10 years and produced at least 10 shows.

(xii) Life Membership to Children’s TV Program Writer for writing for 5 years and written at least 150 episodes.

(xiii) Life Membership to an Infotainment Writer for writing for 5 years and written at least 5 shows.
(I) The Company shall offer Life Membership to film writers & producers:-

(i) Life Membership to a Hindi Tamil & Telegu Film Scriptwriter who has completed minimum 10 years of writing and written a minimum of 6 films.

(ii) Life Membership to a Marathi, Bengali, Kannada & Malayalam Film Scriptwriter who has completed 5 years of writing and written a minimum of 5 films.

(iii) Life Membership to a Oriya, Bhojpuri, Punjabi, Gujarati & Rajasthani Film Scriptwriter who has completed 4 years of writing and written a minimum of 3 films.

(iv) Life Membership to a Hindi Tamil & Telegu Film Producer who has completed minimum 10 years of producing and produced a minimum of 6 films.

(v) Life Membership to a Marathi, Bengali, Kannada & Malayalam Film Producer who has completed 7 years of producing and produced a minimum of 5 films.

(vi) Life Membership to a Oriya, Bhojpuri, Punjabi, Gujarati & Rajasthani Film producer who has completed 5 years of producing and produced a minimum of 3 films.

Every Life Member shall pay an admission fees of Rs. 5,000/- at the time of admission as member.

(II) Regular Memberships: -

(a) The Company shall offer Regular Membership television (TV):-

(i) Regular Membership to a Hindi Tamil & Telegu TV Scriptwriter who has completed minimum 5 years of writing and written a minimum of 500 episodes.

(ii) Regular Membership to a Marathi, Bengali, Kannada & Malayalam TV Scriptwriter who has completed 4 years of writing and written a minimum of
300 episodes.

(iii) Regular Membership to a Oriya, Bhojpuri, Punjabi, Gujarati & Rajasthani TV Scriptwriter who has completed 2 years of writing and written a minimum of 150 episodes.

(iv) Regular Membership to a Hindi Tamil & Telegu TV Producer who has completed minimum 5 years of producing and produced a minimum of 1000 episodes.

(v) Regular Membership to a Marathi, Bengali, Kannada & Malayalam TV Producer who has completed 4 years of producing and produced a minimum of 750 episodes.

(vi) Regular Membership to a Oriya, Bhojpuri, Punjabi, Gujarati & Rajasthani TV producer who has completed 3 years of producing and produced a minimum of 500 episodes.

(vii) Regular Membership to a Documentary Producer/writer for producing/writing for 4 years and produced/written at least 2 documentaries.

(viii) Regular Membership to a Animation Producer/writer for producing/writing for 4 years and produced/written at least 1 animation films.

(ix) Regular Membership to Children’s TV Program Producer for producing for 5 years and produced at least 100 episodes.

(x) Regular Membership to an Infotainment Producer for producing for 5 years and produced at least 5 shows.

(xi) Regular Membership to Children’s TV Program Writer for writing for 5 years and written at least 100 episodes.

(xii) Regular Membership to an Infotainment Writer for writing for 3 years and written at least 2 shows.
The Company shall offer Regular memberships to film writers & producers:-

(i) Regular Membership to a Hindi Tamil & Telegu Film Scriptwriter who has completed minimum 5 years of writing and written a minimum of 2 films.

(ii) Regular Membership to a Marathi, Bengali, Kannada & Malayalam Film Scriptwriter who has completed 3 years of writing and written a minimum of 2 films.

(iii) Regular Membership to a Oriya, Bhojpuri, Punjabi, Gujarati & Rajasthani Film Scriptwriter who has completed 2 years of writing and written a minimum of 1 film.

(iv) Regular Membership to a Hindi Tamil & Telegu Film Producer who has completed minimum 6 years of producing and produced a minimum of 3 films.

(v) Regular Membership to a Marathi, Bengali, Kannada & Malayalam Film Producer who has completed 4 years of producing and produced a minimum of 2 films.

(vi) Regular Membership to a Oriya, Bhojpuri, Punjabi, Gujarati & Rajasthani Film producer who has completed 3 years of producing and produced a minimum of 2 films.

Every Regular Member shall pay an admission fees of Rs. 2,000/- at the time of admission as member.

(III) Associate Memberships:

(i) Membership to Associate Members is offered to writers who are in the early stage of their career or who have written or have lesser working years than Regular Members and Producers who are new Producers and those who have produced lesser number of shows and have lesser working experience than Regular Members.

(ii) A person, being a legal heir of a deceased member, who becomes a member
of the Company on the death of an Author or a Producer, if permitted by the Board of Directors of the Company.

Every Associate Member shall pay an admission fees of Rs. 1,000/- at the time of admission as member.

METHOD OF INDUCTION/ADMISSION OF MEMBERS:

9. Any person who is eligible under Articles 7 and 8 above and meeting the qualifying criteria laid down by the Board of Directors, may apply to the Company for admission to Membership. Every such application shall be made in writing, 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 evidence of eligibility and fulfilment of the qualifying criteria in such form as the Board of Directors considers to be reasonably necessary.

10. Each application shall be considered by the Board of Directors or in such other manner or by such other person as the Board of Directors may from time to time direct. The Board of Directors or such person who has been delegated this authority shall have full and unrestricted power and absolute discretion to refuse any application without assigning any reason whatsoever for such refusal.

11. No applicant shall be admitted as a Member of any category by the Board of Directors unless he has fulfilled the qualifying criteria prescribed for the category, save and except that the Board of Directors may, in its discretion, at any time admit any person who is eligible for Membership to any category of Member, notwithstanding that he has not fulfilled the qualifying criteria for that category, if the Board of Directors is satisfied that there are special circumstances, in view of which it would be in the interests of the Company for that person to be so admitted.
12. The basic and additional qualifying criteria for each category of a Member shall be prescribed from time to time by the Board of Directors, and in the case of Life Membership any change in the qualifying criteria shall be approved by the Company in its General Meeting. As soon as practicable, after any additional qualifying criteria have been prescribed and, where necessary, approved, the Board of Directors may prescribe, signed by a member of the Board of Directors of the Company and counter signed by the Secretary or any other officer appointed therefore, and cause them to be published by the Company at the time of the Annual General Meeting for the information of Members shall cause the same to be informed to its Members by such means as the Board of Directors deems fit. Any change in qualifying criteria shall be subject to prior approval of the Central Government.

13. Subject to these Articles,
(a) the admission to Regular Membership of the Associate Members and
(b) the admission to Life Membership of the Regular Members;
who have fulfilled the relevant qualifying criteria for such admission shall take place as soon as practicable after the commencement of each fiscal year following 31st March, on such Member giving the necessary data and information as required by the Board of Directors.

14. For the purpose of the above Article (13), the Board of Directors shall cause a statement to be prepared as soon as possible after the commencement of each financial year containing the names of (a) all Associate Members who have fulfilled the qualifying criteria for admission to Regular Membership and all the Regular Members who have fulfilled the qualifying criteria for admission to Life Membership.
15. The Board of Directors shall examine the list and when satisfied that it is correct shall certify that the persons named thereon have been duly admitted to Regular and Life Membership as the case may be.

a. Every person who has:
   i. been admitted to Membership, or
   ii. who has been subsequently admitted to another category of Membership
   shall have issued to him by the Company, a certificate 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.

16. The Company shall deduct annually a maximum of 10% of the total royalty collected on behalf of the Authors and Producers for the 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 upto 20% of the total royalty collected on behalf of the Authors and Producers, 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.

**EXCLUSIVE AUTHORISATION OF RIGHTS**

17. Save as hereinafter provided in these Articles, the all Members shall have the same rights and privileges and be subject to the same obligations as a Member.

18. All the Members shall be entitled to receive Notice of General Meetings, and receive a copy of the Directors' Report, Annual Report and the financial accounts contained therein.
19. Every Member shall, on admission as a Member, or at any time thereafter, as and when requested by the Company, authorize or cause to authorize to the Company, exclusively, all the entitlement to the Right to collect sums, in accordance with the Copyright Act and the Copyright Rules, with respect to all the present or future Works or any part(s) thereof, of which the Member is an Author or is entitled to the Right to collect sums and to the extent that any such entitlement in Work or part thereof, are or shall, during the membership of that Member, be or become vested in him/her. The authorization shall be for the purpose of administration of the same, by the Company, on the behalf of the Member, including administering any rights which are a part of the Author’s Rights by issue of licenses or collection of license sums or both, on a world-wide basis, or for such part(s) of the world as the Member may decide in consultation with the Board of Directors.

20. 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.

21. 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:

   a) to authorize or permit or forbid the exercise of the right to collect
sums in respect of all or any Works, or part of Works, present and
future, of which he is Scriptwriter and/or such right in which he is or
shall during his membership be or become vested in him;

b) to grant licenses on his behalf for the exercise of such entitlement to
right to collect sums in respect of all or any of such Works.

c) to collect fees, subscriptions and all monies including royalty
whether for the authorised use of any such Works in any manner
whatsoever, or by any way of damage or compensation for
unauthorized use of such Works.

d) to institute and prosecute proceedings against all persons infringing
the said author's and producer's rights and if the Company at its
discretion thinks fit, to defend or oppose any proceedings taken
against any member in respect of such Works, and to compound,
compromise, refer to arbitration or submit to judgment in any
proceedings, and generally to represent the member in all matters
concerning the said rights.

e) to protect generally the author's and producer's right in the said
Works; and

f) to delegate authority to do any acts aforesaid to any affiliated
societies and to any agent or representative in territories overseas,
for the purpose of exercising the said rights in such territories.

22. The Company may exercise the Right to collect royalty and other sums due as part of
the Author's Rights of Members of any Affiliated Societies pursuant to the terms of
any contract now existing or which may hereinafter be made between the Company
and such Affiliated Societies. The Company may also exercise and enforce
copyrights belonging to persons who are not Members of the Company or Members

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of an Affiliated Company/person pursuant to the terms of any contract which may be made between the Company and any such persons.

23. The Company may, by notice in writing to any Member decline to exercise, the whole or any part of the entitlement to the Right to collect sums as Author's Rights and thereupon the provisions applicable in these Articles shall cease to apply to such exclusion. Provided always that, the Company may at any time and from time to time by further notice in writing to such Member withdraw such notice, whereupon the provision applicable in these Articles shall, once again apply to the same.

24. Any Member may (subject to compliance by the Member with the Rules), require the Company to grant the member a non-exclusive license to permit the Member to exercise all or part of his entitlement to the Right to collect sums as Author's Rights in respect of any particular Performance(s) which has been authorized to the Company by such Member.

MEMBERSHIP NOT TRANSFERABLE

25. No member shall be at liberty to transfer his Membership to any other person, or to alienate or exercise the Copyright vested in the Company by the Member, or controlled by the Company by virtue by of his Membership or by these Articles required to be so vested or controlled.

26. No member shall enter into any contract under which he shall or may be required whether for valuable consideration or not, to write any Work for any non member whether as employer or otherwise, without inserting in such contract an express provision reserving to such member wholly or partially the Copyright right in any such Work.
TERMINATION OR TRANSFER OF MEMBERSHIP

27: Upon Death of Member: 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, subject to article 130 (Winding up) remain so vested or controlled for a period ending on the 31st day of March in the year following the year in which the Member’s death took place unless within that period, the legal heir of the deceased Member such as the spouse, child or other relative, next of kin, or beneficiary in respect of the right in the Performance of a deceased Performer, applies for and is admitted to the Associate Membership of the Company, subject to approval of the Board of Directors of the Company. Any payment, to which the Member would, if alive, be entitled, in accordance with the Rules, shall be made to the Member’s legal heir.

28. Any payment to which the member would, if living have been entitled to in accordance with the rules in respect of any period prior to the election of such successor shall be made to the member’s legal representative until a successor is elected, or until the end of such seventh year as aforesaid, whichever is the earlier date. Upon the election to membership of any successor or aforesaid, any payment to which the Member would, if living, have been entitled in accordance with the Rules in respect of any period subsequent to such election shall be made to such successor.

29. 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 Works of the deceased member, which may have vested in him as such legal heir.
30. By Liquidation of a Company/ Cessation of Business: In the case of a Member, being a limited company or a firm, its Membership shall cease, in the case of a limited company, in the event of and upon the liquidation of such limited company (other than voluntary liquidation for the purpose of reconstruction), and, in the case of a firm, in the event of and upon, such firm ceasing to carry on business. Upon such liquidation or cessation of business, the rights (if any) already vested in the Company by such limited company or a firm, or controlled by the Company by virtue of the Membership of such limited company or the firm, shall subject to Article 130, remain so vested or controlled. Any payments to which limited company or the firm would, if it had remained a Member, have been entitled in accordance with the Rules in respect of such period shall be made to the person entitled for the time being to receive debts due to the limited company or firm.

31. By Expiry of Copyright/Authors Rights: The membership of any member shall ipso facto cease:— (i) if the Member’s Works become eligible to be in the public domain, or (ii) the maximum term of his Works has expired under Chapter V of the Copyright Act, 1957.

32. By the Board of Directors: The Board of Directors shall be entitled to terminate membership of any member in the following manner:—
   a) any member acting contrary to the interest or prejudicial to the Company or otherwise does any act or acts detrimental to the interests of the Company and/or commits any breach or violation of any of the Articles of Association of the Company, the Board of Directors shall be entitled to determine and/or terminate his membership of the Company by passing or adopting a resolution to that effect on a case to case basis.
b) 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 Secretary or any other official of the Company issue a Show Cause Notice in writing at such of his last known address giving an opportunity to the member concerned to 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 member concerned he should show cause why his or her membership should not be determined or terminated and his explanation should be taken into consideration by the Board of Directors prior to passing a resolution determining or terminating the membership of the member concerned.

c) on the passing of the resolution by the Board of Directors determining or terminating the membership of any member concerned, such member shall cease to be a member of the Company with immediate effect.

d) in the event of the not showing cause to the Board of Directors, the Board of Directors shall be entitled to determine or terminate the Membership of the Member concerned.

33. By the Members Himself: Any member may at liberty to terminate the membership by withdrawing the authorization given to the Company to administer his/her right to collect sums, by giving 2 months' notice in writing to the Secretary, terminate his membership:

(i) three years after his first election to membership at the end of the month in that third year corresponding to the month in which he was first elected to membership, and

(ii) if the Company fails to fulfill its commitment as laid down in the
assignment agreement.

Provided always that, the Board of Directors may accept any such notices of termination of membership with less or no notice if, in its absolute discretion, it so decides.
CONTINUATION OF CONTROL OF THE RIGHT TO COLLECT SUMS PENDING PROCEEDINGS

34. If any proceedings have been instituted by or against the Company in respect of a Member's Works, either in the name of the Company or of the members, and such member ceases to be a member during the pendency of the proceedings, any rights which are 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.

cessation of membership

35. Subject to the provisions of Articles 28 and 35, 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 further sums, save as to any payment to which he may be entitled to in accordance with the Rules in respect of any period prior to the cessation of membership.

Privileges and obligations of members

36. 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.

37. 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.

38. 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.

39. Every Member shall be entitled to vote at all meetings of the Company on any matter referred to the General Body of Members.

40. Every Member shall be entitled to all such facilities and services as may be decided by the Board of Directors from time to time.

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.
MAINTENANCE OF REGISTERS

42. The Company shall maintain, among other registers, the following registers along with other documents as may be prescribed under the Act, and the Copyright Act and Copyright Rules:

a. Register of Authors and Producers:- which shall contain the names, address of members and 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;

b. Register of Agreements: which shall contain a copy of every agreement entered into by the Company with each member for the administration of rights.

GENERAL MEETINGS

43. The Company shall in each year hold a General Meeting as its Annual General Meeting, in addition to any other meetings in that year, and shall specify the meetings as such in the notice calling it, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The first Annual General Meeting must be held within a period of 9 (nine) months from the date of closing of the first financial year of the Company and in any other case, within a period of 6 (six) months from the date closing of the financial year. The Annual General Meeting shall be held at such time and place as the Board of Directors shall fix.
44. All General Meetings other than Annual General Meetings shall be called 
Extraordinary General Meetings.

45. Within One (1) Month from the conclusion of the Annual General Meeting, the 
Company shall file the annual returns as provided for in the Copyrights Rules, with 
the Registrar of Copyrights.

46. The Board of Directors may, whenever it deems fit, call for an Extra-Ordinary General 
Meeting. An Extra-Ordinary General Meeting may also be called at the requisition of 
Members in accordance with the provisions of Section 100 the Companies Act 2013. 
All business transacted at an Extra-Ordinary General Meeting and an Annual General 
Meeting shall be deemed to be special with the exception of consideration of 
accounts and balance sheets, reports of Board of Directors and the auditors, the 
appointment of Directors in place of those retiring, and the appointment and fixation of 
remuneration of the auditors.

NOTICE OF MEETINGS

47. Annual General Meeting and an Extra-Ordinary General Meeting may be called for by 
giving at least fourteen (14) days clear notice in writing. 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 the meeting.

48. The notice shall be exclusive of the day on which it is served or deemed to be served 
and of the day for which it is given, and shall specify the place, the day and the hour 
of the meeting and, in case of special business, the general nature of that business, 
and shall be given, in manner hereinafter mentioned or in such other manner, if any, 
as may be prescribed by the Company in General Meeting, to such members as are, 
under these Articles, entitled to receive such notices from the Company.
49. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

50. No business shall be transacted at any General Meeting unless a requisite quorum of members is present at the time when the meeting proceeds to transact the business. Save as herein otherwise provided, 1/3rd of the Members (Life and Regular) of the Company or 20 (Twenty) Members (Life and Regular) (whichever is less), shall be quorum.

51. If, within thirty (30) minutes from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of the Members, shall be dissolved; in any other case 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 Board of Directors may determine, and if at the adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the meeting, the Members present shall be the Quorum and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

52. The Chairman of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there is no such Chairman of the Board of Directors, or if he is not present within thirty minutes after the time appointed for holding the meeting, or if he is not willing to act as Chairman, the Vice Chairman shall be the Chairman of the meeting and failing him, the directors present shall choose one of them to be the Chairman of the meeting.
53. If at any meeting no director is present within thirty minutes after the time appointed for holding the meeting, the Life members present shall choose one of their numbers to be the Chairman of the meeting.

54. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

55. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) determined:-(i) by the chairman of the meeting; or (ii) by at least five Life Members present in person; or (iii) by any Life Member or Members present in person and representing not less than one tenth of the total voting rights of all Life members having the right to vote at the meeting.

56. Unless a poll be so demanded, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, such resolution.

57. The demand for a poll may be withdrawn.
58. Except as provided in Article 58, if a poll is duly demanded it shall be taken in such manner as the chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

59. 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 second or casting vote.

60. A poll demanded on the election of a Chairman of a meeting, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs; and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

61. 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 5 members personally present and registered in the Register of Members 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.

PROXY

62. (a) No person shall be appointed as a proxy unless and until he is a member of the Company.
(b) An instrument appointment a proxy shall be valid if it is received by the Company at least 48 hours before the meeting in order that the appointment may be effective there at.

VOTES OF MEMBERS

63. Every Member (whether Life, Regular or Associate) shall have one (1) vote on a poll as well on a show of hands. No member shall be entitled to vote unless he is present in person.

64. Votes may be given personally in the case of individuals, and in relation to firms, companies or corporate bodies, votes may be given as provided by these Articles or by a representative duly authorized under Section 113 of the Companies Act, 2013.

65. A firm entitled to vote may by writing signed by all the partners of the firm intimate to the Board of Directors, the person authorized by the firm to act as its representative at any General Meeting of the Company and the person so authorized shall be entitled to exercise the same powers on behalf of the firm which he represents as that firm could exercise if it were an individual Life Member of the Company. The aforesaid writing shall be deposited at the registered office of the Company not less than Seventy-Two hours before the time for holding the meeting.

66. Any company or body corporate entitled to vote may, by a resolution of its Board of Directors a or Governing Body, authorize such person as it may think fit to act as its representative at any meeting of the Company in accordance with the provisions of Section 113 of the Companies Act, 2013 and a person authorized by a resolution as aforesaid shall be entitled to exercise the same rights and powers on behalf of the Company or body corporate which he represents as the Company*or body corporate could exercise if it were an individual Life Member of the Company. The resolution of
its Board of Directors or other Governing Body of the Company or Body corporate shall be deposited at the registered office of the Company not less than 72 hours before the time for holding the meeting.

67. If any Member entitled to vote is a lunatic, idiot or non-compos mentis, the vote on his behalf shall be by his Committee or other legal guardian; provided that such evidence of the authority of the person claiming to vote shall be accepted by the Board of Directors shall have been deposited at the office of the Company not less than Seventy-Two (72) hours before the time for holding the meeting.

RULES, TARIFF RATES, DISTRIBUTION POLICY

68. The Board of Directors shall within 2 years of the incorporation of the Company formulate the Rules for the working and operations of the Company by obtaining a three fourths majority voting in favour of adopting the Rules.

69. The Life Members and the Regular Members shall have the power to alter the said Rules by obtaining a three fourths majority voting in favour of the alteration at the General Meeting.

70. The Rules shall be binding on all the Members and Directors of the Company.

71. The Board of Directors shall within [One year (1)] of the incorporation of the Company formulate the Tariff Rates and the Distribution Policy of the Company by obtaining a three fourths majority voting in favour of adopting the same.

72. The Life Members and the Regular Members shall have the power to alter the Tariff Rates and the Distribution Policy by obtaining a three fourths majority voting in favour of the alteration at the General Meeting.
THE BOARD OF DIRECTORS

73. (a) As per provisions of Section 149 of the Companies Act, 2013, the Board of Directors shall consist of not more than [15] Directors.

(b) The Board of Directors shall represent all stakeholders in the following manner:

(i) 8 (Eight) Directors shall be Scriptwriters
(ii) 4 (Four) Directors shall be Producers

74. The first Directors of the Company shall be:

(i) Mr. Anjum Yakub Rajabali
(ii) Mr. Saket Rajeshwar Chaudhary
(iii) Mr. Kamlesh Rameshwar Pandey

75. Each Member being a Limited Company (including through its Affiliates) can only stand for election (through its nominee) as a Director for one of the abovementioned quotas. Further, if a Member being a limited company is already a sitting Director (through its nominee), no Affiliate entity of such Member can stand for elections as a Director (through its nominee).

76. The Chairman and Vice-Chairman of the Board of Directors shall be designated as President and Vice-President of the Company respectively.

77. The Chairman and Vice Chairman of Board of Directors shall be appointed by the Board of Directors and each of whom shall be a Life Member of the Company and shall hold office for such period as determined by the Board of Directors.
REMUNERATION OF DIRECTORS

78. The Directors, not being member, of the Board of Directors shall not be entitled as such to any remuneration; but the Board of Directors may remunerate in such manner as it thinks fit any Director (not being member) of the Board of Directors, who may be called upon to render any special services and which he may agree to render to the Company, or who shall have rendered any special services to the Company. The Directors of the Board of Directors shall also be paid all traveling, hotel and other expenses and also sitting fee properly incurred by them in attending and returning from meetings of the Board of Directors, or any Committee of the Board of Directors, or in connection with the Company's business.

79. A person who is a Life Member shall be appointed to act, as a Director, provided that in the case of a limited company or firm being a Member there may be appointed as a Director, any person being either a director, partner, officer or manager in the permanent employment of such limited company or firm, notwithstanding that such person is not himself a Member and is not eligible for election.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

80. The affairs and operations of the Company shall be conducted and managed by the Board of Directors, who may exercise all such powers of the Company as are not, by the Companies Act, or by Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to the provisions of the said Act or of these Articles, and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General meeting shall invalidate any prior act of the Board of Directors which would have been valid if that regulation had not been made.
81. The Board of Directors 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 of Directors to be the attorney or attorneys of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors 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 of Directors may think fit, and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

82. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such as the Board of Directors shall from time to time by resolution determine.

83. All moneys received by the Company in exercise of the copyright, licence or authority assigned to the Company by its members, shall be paid by way of royalty and/or fees to such assignors in consideration of assignment of their rights. Such consideration shall be paid after meeting the expenses of the company incurred in the exercise of the rights assigned to it or in otherwise carrying out the operations of the Company, so however that such expenditure shall first be met from any revenue which the Company may receive from any sources other than from the exercise of the assigned rights and the balance alone shall be charged against the receipts from the exercise of such rights. It is clearly understood that the consideration payable to the assignors 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.
84. The Board of Directors may, before making distribution of Royalty received among the 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 Member or ex-Member 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 contributions to any benevolent, pension or similar fund which may be established for the benefit of Members, ex-Members or employees of the Company or their wives, widows, families and 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 the objects of the Company or for any other purpose calculated to benefit of the Company, 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.

Provided that any payments under (ii), (iii) and (iv) hereof shall not in any one accounting year in aggregate exceed a sum which is equivalent to ten percent of the total of the amounts allocated and paid to Members during the preceding accounting year as shown in the Directors’ Report and
statement of accounts for that year adopted by the Company.

(b) to transfer such sums as it think proper to a reserve fund to meet contingencies, or for future distribution or for repairing, improving and maintaining, any of the property or premises of the Company, and for such in its absolute discretion think necessary or conducive to the interests of the Company, and may invest the several sums so set aside in such investment as it thinks fit and from time to time deal with or vary such investments and dispose of all or any part thereof for the benefit of the Company, and may divide the reserve fund into such special funds as it thinks fit, and employ the reserve fund, or any part thereof for the general purposes of the Company, and that without being bound to keep the same separate from the other assets.

85. The Board of Directors may from time to time appoint any person (Whether being member or not) as General Manager and/or other officers of the Company for such terms and at such remuneration as it may think fit, and (subject to any contract entered into between the Company and such General Manager and/or other officers) may from time to time remove and appoint some other person as General Manager and/or other officers in his or their places.

86. The Board of Directors may delegate to the General Manager and/or 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.

87. The Board of Directors shall pay and defray the expenses and liabilities of the Company, incurred in the exercise or enforcement of the rights vested in or controlled by the Company, out of the monies received by the Company in respect of the exercise or enforcement of such rights.
88. The Board of Directors may from time to time borrow, raise or secure the payments of such sum or sums of money as it may deem requisite for any purpose which it may deem expedient in the interests of the Company, but not so to charge any right or interest of any Member in respect of his works.

89. The Board of Directors and other Committees shall cause minutes to be duly made in books for the purpose:

(i) of all appointments of officers made by the Board of Directors.

(ii) of the names of the Directors present at such meeting of the Board of Directors and of any Committee or Sub-Committee of the Board of Directors.

(iii) of all resolutions and proceedings of all meetings of the Board of Directors, and of any Committee or Sub-Committee of the Board of Directors and any such minutes of any meeting of the Company, of the Board of Directors and of any Committee or Sub-Committee of the Board of Directors, 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. Every Director present at any meeting of the Board of Directors and of any Committee of the Board of Directors shall sign his name in a book to be kept for that purpose.

REMOVAL OR DISQUALIFICATION OF DIRECTORS

90. The Company may, by 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 contained in these Articles or in any agreement between the Company and such Director.
91. The office of Director shall be vacated:

(i) if the Director ceases to be Member; or, in the case of a Director appointed as
the nominee of a limited company or firm, if such Company or firm ceases to be a
Member;

(ii) if in the case of a Director appointed as the nominee of a limited company or
firm, the Director ceases to hold the qualification required for such nominees under
such limited company’s constitutional documents;

(iii) if the Director becomes insolvent or makes any arrangement or composition
with his creditors generally;

(iv) if the Director becomes prohibited from being a Director by reason of any order
made under Section 164 of the Companies Act, 2013;

(v) if the Director becomes of unsound mind;

(vi) if the Director, by notice in writing to the Secretary, resigns his office;

(vii) if the Director absents himself from three consecutive meetings of the Board of
Directors or from all meetings of the Board of Directors for a continuous period of
three months, whichever is longer, without obtaining leave of absence from the
Board of Directors;

(viii) if the Director, or if a limited company or firm of which the Director is the
nominee or of which he is a member, 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 works in the copyright of which such
Director, limited company or firm is interested. Provided, however that a Director
shall not vacate his office by reason of his entered into contracts with or done any
work for the Company by reason of his being the nominee or a member of any
Limited Company or firm which has entered 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 Limited Company or firm in the manner required by Sections 188
the Companies Act, 2013, but the Director shall not vote in respect of any contract
or work or any matter arising there out; and if he does so vote, his vote shall not be
counted.

ROTATION OF DIRECTORS

92. The Directors shall not be liable to retire by rotation.

93. The Company may by ordinary resolution of which special notice has been given in
accordance with Section 169 of the Companies Act, 2013, remove any Director,
notwithstanding anything in this Articles or in an any agreement between Company
and such person.

94. The Company may by ordinary Resolution, appoint any other person qualified under
these Articles in place of any Director removed from office under Article 93, but the
person so appointed shall always occupy the same position as the Director in whose
place he is appointed, and shall be subject to retirement at the same time as his
immediate predecessor in office would have been.

95. They may in the event of any casual vacancy occurring in the Board, fill such vacancy
by appointing any person under these Articles, but the person so appointed shall
always occupy the same position as the Director in whose place he is appointed, and
shall be subject to retirement at the same time as his immediate predecessor in office
would have been.

96. Each Life Member is permitted to serve as a Director for only two consecutive terms
on the Board. Thereafter, such Life Member shall not be permitted to stand for
election as a Director for the next 3 years after the expiry of the second consecutive term in office. After the expiry of the said 3 year period, such Life Member shall be eligible to stand for election as a Director.

PROCEEDINGS OF THE BOARD OF DIRECTORS

97. Subject to provisions of these Articles, the Board of Directors may regulate its proceedings as it thinks fit, provided always that a minimum of two (2) meetings shall be held each year, with one (1) in every half year.

98. The Board of Directors may meet together for the dispatch of business, adjourn or otherwise regulate its meetings as it thinks fit. Question 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. The Board of Directors may and the Secretary on the requisition of the Chairman or any three Directors, shall at any time summon a meeting of the Board of Directors or any Committee of the Board of Directors. It shall not be necessary to give notice of any such meeting to any Director who for the time being is absent from India.

99. The quorum necessary for the transaction of the business of the Board of Directors or of any Committee shall be either 8 members or 25% out of its total strength, whichever is less; Provided the quorum shall not be less than two members.

100. The continuing Director may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as necessary quorum of the Board of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company, but for no other purpose.
101. The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors. If at any meeting of the Board of Directors, the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

102. The Board of Directors may delegate any of their powers to Committees consisting of such Director or Directors as they think fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board of Directors.

103. All acts done by any meeting of the Board of Directors, or of a Committee of the Board of Directors, 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 Directors or persons acting as aforesaid, and that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

104. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Board of Directors or of any Committee of the Board of Directors shall be valid and effectual as if it had been passed at such a meeting duly convened and held.

105. If the number of Directors is less than the number fixed as the quorum, the directors attending the meeting or proceedings of the Board of Directors may act only for the purpose of calling another meeting, but for no other purpose.
BORROWING POWERS

106. 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 Work 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.

107. Subject to the provision of Section 179 and 180 and other provisions of the Companies Act, 2013, the Board may from time to time, at their discretion raise or borrow from the Directors or other persons, any sum or 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).

108. 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.

109. The Directors shall cause a proper Register of Mortgages to be kept and maintained in accordance with the Companies Act, 2013.

THE SECRETARY
110. The Secretary shall be appointed by the Board of Directors for such term, at such remuneration, and upon such conditions, as they may think fit; and any secretary so appointed may be removed by the resolution of the Board of Directors and another person appointed in his place.

MINUTES

111. The Board of Directors shall cause minutes to be made and bookskept which shall include:
   a. all appointments of officers made by the Board of Directors;
   b. names of the Directors present at each meeting of the Board of Directors; and
   c. all resolutions and proceedings of all meetings of the Company, the Board of Directors.

112. Any such minutes of any Meeting of the Company, the Board of Directors, if purported to be signed by the Chairman of such Meetings or by the Chairman of the next succeeding Meeting, shall be taken to be prima facie evidence of the matters stated in such minutes. Every Director present at any Meeting of the Board of Directors shall sign his name in a book to be kept for that purpose.

ACCOUNTS

113. The Board of Directors shall cause proper books of accounts to be kept with respect to:
   d. all sums of money received and collected in a financial year in exercise of the Company Rights to collect sums
   e. All sums awarded and expended by the Company for meeting the expenses incurred for administration and other related matters and the matters in respect of which the receipt and expenditure takes place; and
f. the assets and liabilities of the Company.

114. The books of account 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 to the inspection of the Directors.

115. The Board of Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no Member (not being a director) shall have any right of inspecting any account or book or document of the Company, except as conferred by statute, or authorized by the Board of Directors, or by the Company in General Meeting.

116. The Board of Directors shall from time to time, in accordance with Sections 129, 133 and 134 of the Act, cause to be prepared and to be laid before the Company in General Meeting, such accounts, balance sheets and reports as are referred to in those Sections.

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 General Meeting, together with a copy of the Auditor’s report, shall not less than twenty-one days before the date of the meeting, be sent to all such Members as are entitled to receive notices of General Meetings of the Company provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware.
AUDIT

118. Auditors shall be appointed, and their duties regulated in accordance with the provisions of the Companies Act, 2013.

119. The Company shall get its accounts audited by a chartered accountant 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.

NOTICES OF GENERAL MEETING

120. A notice may be given by the Company to any Member either personally or by sending it by post to him to his registered address, or (if he has no registered office within India) to the address (if any) within India supplied by him to the Company for the giving of notice to him within (Fourteen) 14 clear days before the date of any General Meeting.

121. Where a notice to a Member is sent by post, 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.

122. Notices of every General Meeting shall be given in the same manner hereinabove authorized to (i) every member entitled to vote except those who (having no registered address within India) have not supplied to the Company an address within
India for the giving of notices to them and (ii) the Auditors for the time being of the Company. No other person shall be entitled to receive notices of General Meetings.

123. 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.

INDEMNITY

124. The Directors, General Manager, Auditors, Secretary and other Officers for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of affairs of the Company, and each one of them and their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and property of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors, or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own willful neglect or default respectively, and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them, or for any bankers or other persons with whom any monies or effects belonging to the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, unless the same shall happen by or through their own willful neglect or default respectively.

APPLICABILITY OF THE COPYRIGHT ACT
125. The Company is committed to deal with only Author’s and Producer’s rights in their works and in 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.

WINDING UP

126. If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under the section 269 of the Companies Act, 2013.
We, the several persons whose names, addresses, descriptions and occupation are hereunto subscribed, are desirous of being formed into a Company not for profit, in pursuance of this Articles of Association:

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Name, Address, description and occupation of each Subscriber</th>
<th>Signature of Subscribers</th>
<th>Signature of witness and his name address, description and occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>SAKET CHAUDHARY C 707, SIDDHI KALYAN COMPLEX, YARI ROAD, ANDHERI(W), MUMBAI - 400058 WRITER - DIRECTOR, GLY RAJESHWAR CHAUDHARY</td>
<td>signatory mark</td>
<td>signatory mark</td>
</tr>
<tr>
<td>2.</td>
<td>KAMLESH PANDERE Got, AWA marsh, JUHU THANE, GULMAMAR CROSS ROAD NO. 6, J.V.P.D. SCHEME, VILE PARLE(W), MUMBAI 400049 WRITER - PRODUCER SIR RAMASHWAR PANDER</td>
<td>signatory mark</td>
<td>signatory mark</td>
</tr>
<tr>
<td>3.</td>
<td>MOHAMMED BADRUZZAMAN A- 401, RAJ CLASSIC, PANCH MARG, OFF YARI ROAD, VERSOVA, ANDHERI WEST MUMBAI - 400061 WRITER / PRODUCER SIR HAMID MOHAMMED</td>
<td>signatory mark</td>
<td>signatory mark</td>
</tr>
</tbody>
</table>

I attest to the above signatures having been subscribed and signed by my present on 6th October, 2023 at Mumbai, for the formation and anti-up of the Company. Signature: [Signature]

[Stamp: SRAI]
RAJESH DUBEY
103, P. N. 2,
Bldg. MIG 1
Pt. S. N.
41B, Patliputra
Nagar, Oshiwara
Jogeshwari West
Mumbai - 400 102
WRITE

P. W. S. RAJABAI
201, Vaishnavi
Nand Kulk
Juhu, Andheri East
Mumbai - 400 049

SIO YAKUB RAJABAI

FA. 180
Stock No.1
Sunderbans, Baroda
Mumbai - 400 063

Date: 06.10.2013

S. K. KAZI
B.Com., LLB
Advocate & Notary Govt. of India
Shop No. 3, Ground Floor,
Sujat Mansion Bldg., Opp. Mehta Hotel,
S. V. Road, Andheri (W), Mumbai - 400 058
CONSENT LETTER

Date: 27th October, 2020

To,
Registrar of Copyrights
Copyright Division
Department of Higher Education
Ministry of Human Resource Development
4th Floor, Jeevan Deep Building
Parliament Street
New Delhi - 110001

Sub: Consent Letter to act as a member of the Governing Body of the Screenwriters Rights Association of India.

Dear Sir,

I, Anjum Rajabali, have examined and familiarised myself with the Copyright Act, 1957 and the Copyright Rules, 2013 and I am aware of the contents of the Memorandum of Association and the Articles of Association of the Screenwriters Rights Association of India.

I hereby consent to being a member of the Governing Body of the Screenwriters Rights Association of India and agree to perform all the duties of, a member of the Governing Body of the Screenwriters Rights Association of India, during the entire term of my appointment.

Anjum Rajabali
LETTER OF CONSENT

Date: 26th October, 2020

To,
Registrar of Copyrights
Copyright Division
Department of Higher Education
Ministry of Human Resource Development
4th Floor, Jeevan Deep Building
Parliament Street
New Delhi - 110001

Sub: Letter of Consent to act as a member of the Governing Body of the Screenwriters Rights Association of India.

Dear Sir,

I, Vipul Shah, have examined and familiarised myself with the Copyright Act, 1957 and the Copyright Rules, 2013 and I am aware of the contents of the Memorandum of Association and the Articles of Association of the Screenwriters Rights Association of India.

I hereby consent to being a member of the Governing Body of the Screenwriters Rights Association of India and agree to perform all the duties of a member of the Governing Body of the Screenwriters Rights Association of India, during the entire term of my appointment.

Vipul Shah

102, Bharat Ark, Veera Desai Road, Andheri West, Mumbai - 400053
CONSENT LETTER

Date: 28th October, 2020

To,

Registrar of Copyrights
Copyright Division
Department of Higher Education
Ministry of Human Resource Development
4th Floor, Jeevan Deep Building
Parliament Street
New Delhi - 110001

Sub: Consent Letter to act as a member of the Governing Body of the Screenwriters Rights Association of India.

Dear Sir,

I, Kamlesh Pandey, have examined and familiarised myself with the Copyright Act, 1957 and the Copyright Rules, 2013 and I am aware of the contents of the Memorandum of Association and the Articles of Association of the Screenwriters Rights Association of India.

I hereby consent to being a member of the Governing Body of the Screenwriters Rights Association of India and agree to perform all the duties of a member of the Governing Body of the Screenwriters Rights Association of India, during the entire term of my appointment.

Kamlesh Pandey

901, A Wing, Juhu Trishuli, Gulmohar Cross Road No. 6, JVPD Scheme, Vile Parle West, Mumbai - 400049
CONSENT LETTER

Date: 29th October, 2020

To,
Registrar of Copyrights
Copyright Division
Department of Higher Education
Ministry of Human Resource Development
4th Floor, Jeevan Deep Building
Parliament Street
New Delhi - 110001

Sub: Consent Letter to act as a member of the Governing Body of the Screenwriters Rights Association of India.

Dear Sir,

Juhi Asheesh Malhotra (maiden and industry name - Juhi Chaturvedi), have examined and familiarised myself with the Copyright Act, 1957 and the Copyright Rules, 2013 and I am aware of the contents of the Memorandum of Association and the Articles of Association of the Screenwriters Rights Association of India.

I hereby consent to being a member of the Governing Body of the Screenwriters Rights Association of India and agree to perform all the duties of, a member of the Governing Body of the Screenwriters Rights Association of India, during the entire term of my appointment.


Juhi Asheesh Malhotra

C 101/102, Lokhandwala Residency, L R Pappan Marg, Off Dr. E Moses Road, Worli, Mumbai 400018
LETTER OF CONSENT

Date: 27th October, 2020

To,
Registrar of Copyrights
Copyright Division
Department of Higher Education
Ministry of Human Resource Development
4th Floor, Jeevan Deep Building
Parliament Street
New Delhi - 110001

Sub: Letter of Consent to act as a member of the Governing Body of the Screenwriters Rights Association of India.

Dear Sir,

I, Saket Chaudhary, have examined and familiarised myself with the Copyright Act, 1957 and the Copyright Rules, 2013 and I am aware of the contents of the Memorandum of Association and the Articles of Association of the Screenwriters Rights Association of India.

I hereby consent to being a member of the Governing Body of the Screenwriters Rights Association of India and agree to perform all the duties of, a member of the Governing Body of the Screenwriters Rights Association of India, during the entire term of my appointment.

Saket Chaudhary
MAMMED BADIUZZAMAN

LETTER OF CONSENT

Date: 28th October, 2020

To,
Registrar of Copyrights
Copyright Division
Department of Higher Education
Ministry of Human Resource Development
4th Floor, Jeevan Deep Building
Parliament Street
New Delhi - 110001

Sub: Letter of Consent to act as a member of the Governing Body of the Screenwriters Rights Association of India.

Dear Sir,

I, Mohammed Badiuzzaman, have examined and familiarised myself with the Copyright Act, 1957 and the Copyright Rules, 2013 and I am aware of the contents of the Memorandum of Association and the Articles of Association of the Screenwriters Rights Association of India.

I hereby consent to being a member of the Governing Body of the Screenwriters Rights Association of India and agree to perform all the duties of, a member of the Governing Body of the Screenwriters Rights Association of India, during the entire term of my appointment.

Mohammed Badiuzzaman

A-401, RAJ CLASSIC, PANCH MARG, OFF YARI ROAD, VERSOVA, ANDHERI WEST MUMBAI – 400061
Date: ____________________

To,
Registrar of Copyrights
Copyright Division
Department of Higher Education
Ministry of Human Resource Development
4th Floor, Jeevan Deep Building
Parliament Street
New Delhi - 110001

Sub: Letter of Consent to act as a member of the Governing Body of the Screenwriters Rights Association of India.

Dear Sir,

I, Rajesh Dubey, have examined and familiarised myself with the Copyright Act, 1957 and the Copyright Rules, 2013 and I am aware of the contents of the Memorandum of Association and the Articles of Association of the Screenwriters Rights Association of India.

I hereby consent to being a member of the Governing Body of the Screenwriters Rights Association of India and agree to perform all the duties of, a member of the Governing Body of the Screenwriters Rights Association of India, during the entire term of my appointment.

[Signature]

Rajesh Dubey

103, Dn2, Building MIG 1 PTSN, Patliputranagar, Oshiwara, Jogeshwari (West) Mumbai - 400102
To,
Registrar of Copyrights
Copyright Division
Department of Higher Education
Ministry of Human Resource Development
4th Floor, Jeevan Deep Building
Parliament Street
New Delhi - 110001

Dear Sir,

I, Vinod Ranganath, S/o P. V. Ranganath, aged 55 years, an Indian citizen, residing at 502, Ammol Enclave, Govindji Shroff Lane, Off. S.V. Road, Goregaon West, Mumbai 400 062, am the CEO of the “Screenwriters Rights Association of India” (“Applicant”) on the date of this declaration and am authorized to give this declaration on behalf of the Applicant.
I hereby solemnly declare for and on behalf of the Applicant, that the objectives of the Applicant are to carry on the business of issuing and granting licenses/assignments, and otherwise administering, on an exclusive basis, on behalf of authors and owners of copyright in literary and dramatic works, such as the story, script, screenplay, dialogues and any other literary works (excluding lyrics) and dramatic works, all rights in relation to the same including, (i) the mechanical reproduction right with respect to literary and dramatic works, such as the story, script, screenplay, dialogues and any other literary works (excluding lyrics) and dramatic works in which copyright subsists, and is incorporated, including by way of an adaptation, in any audio, visual or audio visual works; (ii) the right to communicate to the public, by way of public performance, radio and television broadcast, internet streaming, etc., of any story, script, screenplay, dialogues, or any other literary works (excluding lyrics) and dramatic works in which copyright subsists, and which is incorporated, including by way of an adaptation, in any audio, visual or audio visual works; (iii) the right to make an adaptation or translation of the story, script, screenplay, dialogues, or any other literary works (excluding lyrics) and dramatic works in which copyright subsists; and (iv) the right to synchronise the dialogues, or any other literary works (excluding lyrics) and dramatic works in which copyright subsists, with any visuals. This includes the right to collect consideration from royalties for the exploitation of the above rights and to pursue all remedies for the protection of such rights, including to institute legal proceedings against third parties in the applicant’s own name, to enforce the abovementioned rights in case of infringement. The applicant promises to carry on business of issuing or granting licenses only in respect of the abovementioned set of rights in the specific categories of works, i.e., literary and dramatic works, and does not propose to issue or grant license in respect of any other right(s) in any other category of works.

I hereby also declare on behalf of the Applicant that the Applicant has not commenced business on the date of this declaration as the Applicant has not yet been registered as a copyright society under Section 33 of the Copyright Act, 1957. Therefore, the Applicant does not generate any revenues as on date of this declaration. However, in order to be compliant with applicable laws of India, the Applicant has appointed Sonone & Associates, a Chartered Accountant firm, as its statutory auditors. I also declare that the Applicant is in continuous compliance with the necessary filings required to be done under the Companies Act, 2013, before the Registrar of Companies.

I hereby also declare on behalf of the Applicant that as the Applicant has not commenced business for the abovementioned reasons, the bodies through which the Applicant proposes to function are not yet in place. However, I state that the Applicant proposes to provide for the same before it commences business.

SOLEMNLY DECLARED at Mumbai )
by the above named Vinod Ranganath )
on this 2nd day of October 2020 )
November )

Before me

POOJA P. GAJJAR B.COM LLB.
ADVOCATE NOTARY GOVT OF INDIA
Bhiman Mumbai, Flat No. 701,
Prakash Anand Bhavan, Turel Pakhadi,
Maided (W), Mumbai-400 064.
Reg No. 9053
To,
Registrar of Copyrights
Copyright Division
Department of Higher Education
Ministry of Human Resource Development
4th Floor, Jeevan Deep Building
Parliament Street
New Delhi - 110001

Dear Sir,

I, Vinod Ranganath, S/o P. V. Ranganath, aged 55 years, an Indian citizen, currently residing at 502, Anmol Enclave, Govindji Shroff Lane, Off. S.V. Road, Goregaon West, Mumbai 400 062, am the CEO of the “Screenwriters Rights Association of India” (“Applicant”) as on
the date of this undertaking and am authorized to give this declaration on behalf of the Applicant.

I hereby undertake on behalf of all the members of the Governing Body and on behalf of the Applicant as a whole, that the Memorandum and Articles of Association of the Applicant provide that the Applicant shall comply with, and conform to, the provisions of the Copyright Act, 1957 and the Copyright Rules, 2013, as amended from time to time.

SOLEMNLY affirmed at Mumbai
by the above named Vinod Ranganath
on this 20th day of October 2020
November

BEFORE ME

POOJA P. GANJAR B.COM., LL.B.
ADVOCATE NOTARY GOVT OF INDIA
Brihan Mumbai, Flat No. 701,
Prakash Anand Bhavan, Tural Pakhadi,
Malao (W), Mumbai-400 001,
Reg. No. 9053
SCREENWRITERS RIGHTS ASSOCIATION OF INDIA
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<tr>
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<td>Rajesh Dubey</td>
<td>Author</td>
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<td>Kamlesh Pandey</td>
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<td>Anjum Rajabali</td>
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<td>Aashna Jalottai</td>
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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SCREENWRITERS RIGHTS ASSOCIATION OF INDIA HELD AT THE REGISTERED OFFICE OF THE COMPANY AT 201 VAIBHAV, JANKI KUTIR, JUHU CHURCH ROAD, MUMBAI – 400049 ON TUESDAY, 3RD NOVEMBER, 2020

APPOINTMENT OF MR. RAJESH LAXMINARAYAN DUBEY (DIN: 06877403) AS ADDITIONAL DIRECTOR

“RESOLVED THAT the Board of Directors do and hereby take on record Consent received in Form DIR-2 from Mr. Rajesh Laxminarayan Dubey, holding DIN06877403 to act as Director of the Association.

RESOLVED FURTHER THAT pursuant to the provisions of Section 161(1) of the Companies Act, 2013 read with the Companies (Appointment and Qualification of Directors) Rules, 2014 and in terms of the Articles of Association of the Company, Mr. Rajesh Laxminarayan Dubey be and is hereby appointed as an Additional Director of the Company with effect from 3rd November, 2020 to hold office as such until the conclusion of next Annual General Meeting of the Association.

RESOLVED FURTHER THAT Directors be and are hereby authorized severally to file relevant e-form with the Registrar of Companies, Maharashtra at Mumbai and to do all such acts, deeds or things which are necessary to give effect to the above said resolution including making necessary entries in the Register of Directors of the Company.”

\(\text{CERTIFIED TRUE COPY}\\)

For SCREENWRITERS RIGHTS ASSOCIATION OF INDIA

\[\text{SRAI}\]

Mr. Anjum Rajabali
Chairman
DIN: 06870513
SCREENWRITERS RIGHTS ASSOCIATION OF INDIA
(A Company Limited by Guarantee)
Registered Office: 201 Vaibhav, Janki Kutir Juhu Church Road, Mumbai - 400049
E-mail: writersrightsindia@gmail.com; CIN: U91100MH2016NPL273040

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SCREENWRITERS RIGHTS ASSOCIATION OF INDIA HELD AT THE REGISTERED OFFICE OF THE COMPANY AT 201 VAIBHAV, JANKI KUTIR, JUHU CHURCH ROAD, MUMBAI - 400049 ON TUESDAY, 3RD NOVEMBER, 2020

APPOINTMENT OF MS. JUHI ASHEESH MALHOTRA AS ADDITIONAL DIRECTOR

"RESOLVED THAT the Board of Directors do and hereby take on record Consent received in Form DIR-2 from Ms. Juhi Asheesh Malhotra, to act as Director of the Association.

RESOLVED FURTHER THAT pursuant to the provisions of Section 161(1) of the Companies Act, 2013 read with the Companies (Appointment and Qualification of Directors) Rules, 2014 and in terms of the Articles of Association of the Company, Ms. Juhi Asheesh Malhotra be and is hereby appointed as an Additional Director of the Company with effect from 3rd November, 2020 to hold office as such until the conclusion of next Annual General Meeting of the Association.

RESOLVED FURTHER THAT Directors be and are hereby authorized severally to file relevant e-form with the Registrar of Companies, Maharashtra at Mumbai and to do all such acts, deeds or things which are necessary to give effect to the above said resolution including making necessary entries in the Register of Directors of the Company."

\\CERTIFIED TRUE COPY\
For SCREENWRITERS RIGHTS ASSOCIATION OF INDIA

Mr. Anjum Rajabali
Chairman
DIN: 06870513