

[(*) Substitution of Articles of Association by passing special resolution at the Extra-Ordinary General Meeting of the Company held on 17th October, 2024]

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 in 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. "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);
- c. "Articles" means these Articles of Association of the Company.
- d. "Auditors" means and includes those persons appointed as such for the time being by the Company.
- e. "Author" shall mean an author, writer, scriptwriter, story writer, dialogue writer, screen 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;

For SCREENWRITERS RIGHTS ASSOCIATION OF INDIA

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Mr. Anjum Rajabali
Director
DIN: 06870513

- 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, it's constitutional documents or otherwise.
- l. "Director" means a member of Governing Council 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, 2013.
- o. "Governing Council" mean the members of Governing Council for the time being of the Company, as constituted and authorised to act pursuant to these Articles.
 - p. "Meetings" means all general meetings including the Annual General Meetings of the Company but excludes any Extraordinary General Meetings.
 - q. "Member" means and includes Regular Member and Associate Member of the Company.
 - r. "Membership" means membership of the Company.
 - s. "Office" means the registered office for the time being of the Company.
 - t. "OTT" stands for "over-the-top" and refers to technology (OTT services or platforms) that delivers streamed content via internet-connected devices.
 - u. "Owner" means any person owning wholly or partially or having any ownership interest in the Work in any form or manner whatsoever.
 - v. "Producer" means the producer of any Cinematograph Film, means a person who takes initiative and responsibility for making the Work.
 - w. "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 Copyright Act, 1957.
 - x. "Registered Works" means the Dramatic works and literary works associated with

dramatic works registered by the Members with the Company or with any other statutory bodies.

- y. "Relative" means such person as may be defined under the Companies Act, 2013.
- z. "Rules" means the rules prescribed for time to time made for the purposes of achieving the objects of the Company.
- aa. "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 Dramatic works and literary works associated with dramatic 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.
- bb. "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.
- cc. "Literary Work" without prejudice to the generality of the expression, includes the literary works associated with dramatic works and 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 Governing Council 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").
6. 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. Legal Heirs of a deceased author or producer
8. Notwithstanding the generality of the foregoing, the following requirements shall be requisite for the following categories of membership:

(I) Regular Memberships: -

- a. Subscribers to the Memorandum and Articles of Association of the Company.
 - b. The Company shall offer Regular Membership to all authors (screenwriters) and owners of films, Television shows, OTT platforms shows, Documentary films and Animation films, who have their works either released in a theatre with a CBFC certificate or have their works broadcast on a cable/satellite channel or streamed on any OTT platform.
- II. Associate Memberships: -
- i. 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 Governing Council of the Company.

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 Governing Council, 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 Governing Council 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 Governing Council considers to be reasonably necessary.
- 10. Each application shall be considered by the Governing Council or in such other manner or by such other person as the Governing Council may from time to time direct. The Governing Council 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 Governing Council

unless he has fulfilled the qualifying criteria prescribed for the category, save and except that the Governing Council 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 Governing Council 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 Governing Council, and in the case of Regular 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 Governing Council may prescribe, signed by a member of the Governing Council 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 Governing Council deems fit. Any change in qualifying criteria shall be subject to prior approval of the Central Government.

13. The Governing Council shall examine the list and when satisfied that it is correct shall certify that the persons named thereon have been duly admitted to Regular 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 Governing Council shall from time to time prescribe.

14. 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 up to 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
15. The Governing Council shall from time to time fix the admission fee and related charges, as they deem fit according to prevailing conditions at that time.

EXCLUSIVE AUTHORISATION OF RIGHTS

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

19. 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 Governing Council may, from time to time prescribe.

20. 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 Author 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.

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

22. 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.

23. Notwithstanding anything contained in these Articles, the Company shall not carry out the business by way of sub-licensing or transferring the rights of collection and distribution of royalties in respect of a right or set of rights in specific categories of works to any other person or copyright society (other than as permitted under the proviso to Rule 46 (2) of the Copyright Rules, 2013).

MEMBERSHIP NOT TRANSFERABLE

24. 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 of his Membership or by these Articles required to be so vested or controlled.

25. 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

26. 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 Governing Council of the Company. Any payment, to which the Member would, if alive, be entitled, in accordance with the Rules, shall be made to the Member's legal heir.
27. 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.

28. 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.
29. 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 128, 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.
30. 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.
31. By the Governing Council: The Governing Council 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 Governing Council 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 Governing Council unless and until the Governing Council 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 Governing Council prior to passing a resolution determining or terminating the membership of the member concerned.
 - c. on the passing of the resolution by the Governing Council 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 Governing Council, the Governing Council shall be entitled to determine or terminate the Membership of the Member concerned.
32. By the Members Himself: Any member may at liberty to terminate the membership by withdrawing the authorisation 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.

Always provided that, the Governing Council 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

33. 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

34. Subject to the provisions of Articles 27 and 34, 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

35. Every Member whose name is included in the Register of Members as member shall be entitled to all the benefits under and shall be bound by these Articles of Association, so long as he continues to be a Member.

36. Every Member shall notify to the Company, change of address and/or ownership. In event of non- communication, the Company shall continue to communicate at the old address and sums generated shall also be sent on the same address and in the event that the sums accrued to such Member remains unclaimed for 3 years, the Member's right to receive sums for that period shall be forfeited and the amount due shall be transferred to any welfare scheme as may be framed under the Copyright Act and Copyright Rules.
37. Every Member shall be entitled to receive a notice of the General meetings of General Body of the Company, copy of the audited accounts, Auditor's Report, and Report of Governing Council to the Members.
38. Every Member shall be entitled to vote at all meetings of the Company on any matter referred to the General Body of Members and each such Member shall have one vote.
39. Every Member shall be entitled to all such facilities and services as may be decided by the Governing Council from time to time.

REGISTRATION OF COMPANY AS COPYRIGHT SOCIETY UNDER THE COPYRIGHT ACT

40. The Governing Council 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

41. 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 Owners: 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.
- c. Register of Royalties which shall contain particulars of royalties and mentioning the names of persons or organizations and copy of the licence agreements from whom the royalties have been realised, and the amount so realised including the date of realisation.
- d. Disbursement Register which shall contain details of disbursement of royalties made to each author or other owner of the right or set of rights in the specific categories of works, category-wise, mentioning the name of the author or other owner, nature of his right and the date and amount of disbursement of royalty made to him.

GENERAL BODY OF THE COMPANY

42. The decision-making power of the Company shall be with the Governing Body of the Company. The General Body shall comprise of the Authors and Owners.

GENERAL MEETINGS OF THE GOVERNING BODY

43. The Company shall in each year hold a General Meeting of the General Body 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 Governing Council 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 Governing Council (with two-thirds majority) 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 except for consideration of accounts and balance sheets, reports of Governing Council 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 Twenty-One (21) 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.

50. The notice of the General Meeting shall and specify the agenda, time, date and address of the venue of the meeting and the same shall be posted on the website of the Company.

PROCEEDINGS AT GENERAL MEETINGS

51. 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 Regular Members of the Company or 20 (Twenty) Regular Members (whichever is less), shall be quorum.

52. 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 Governing Council 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.

53. The Chairman of the Governing Council shall preside as Chairman at every General

Meeting of the Company. If the Chairman of the Governing Council, 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 their number to be the Chairman of the meeting.

54. If at any meeting no member of the Governing Council is present within thirty minutes after the time appointed for holding the meeting, the Regular members present shall choose one of their numbers to be the Chairman of the meeting.
55. 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.
56. 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 Regular Members present in person; or (iii) by any Members present in person and representing not less than one tenth of the total voting rights of all Regular members having the right to vote at the meeting.
57. 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.

58. The demand for a poll may be withdrawn.

59. Except as provided in Article 57, 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.

60. 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.

61. 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.

62. 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 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

63. (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

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

65. Criteria for standing for election for Board of Directors: -

1. For authors members: -

- a) OTT - 12 episodes or 480 minutes (whichever is higher) of show/s released on a paid OTT platform.
- b) TV Show - 500 22-minute episodes of a TV show on a satellite channel or on Doordarshan.
- c) Film: - 4 full-length feature films CBFC certified, which have been released in cinema halls or on OTT platform/s.
- d) 5 documentary films or 500 minutes of total screen time (whichever is higher). CBFC certified.

2. For Owner Members: -

- a) Producer/Owner of OTT shows, minimum 3 shows of at least 6 episodes per show or 720 minutes (whichever is higher).
- b) Producer/Owner of TV shows - Minimum 1000 episodes of 22-minute episodes on satellite or DD channels.
- c) Feature Film - 6 full length feature films CBFC certified, which have been released either in cinema halls or on OTT platform/s.

66. 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.

67. A firm entitled to vote may by writing signed by all the partners of the firm intimate to the Governing Council, 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 Regular 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.
68. Any company or body corporate entitled to vote may, by a resolution of its Governing Council 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 Regular Member of the Company. The resolution of its Governing Council 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.
69. 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 Governing Council 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

70. The Governing Council shall within 3 months of the commencement of business as a copyright society, formulate the Rules for the working and operations of the Company by obtaining a three fourths majority voting in favour of adopting the Rules.
71. The Governing Council 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.
72. The Rules shall be binding on all the Members and Directors of the Company.
73. The Governing Council shall within 3 months of the commencement of business as a copyright society formulate the Tariff Rates and the Distribution Policy of the Company by obtaining a three fourths majority voting in favour of adopting the same.
74. The Governing Council 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.

GOVERNING COUNCIL

75. a. As per provisions of Section 149 of the Companies Act, 2013, the Governing Council shall consist of not more than [16] Directors. A Governing Council shall be akin to a board of directors.
- b. The Governing Council shall represent all stakeholders in the following manner:
- i. 6 (Six) Directors shall be Authors.
 - ii. 6 (Six) Directors shall be Producers

76. The first Directors of the Governing Council of the Company shall be:
- i. Mr. Anjum Yakub Rajabali
 - ii. Mr. Saket Rajeshwar Chaudhary
 - iii. Mr. Kamlesh Rameshwar Pandey
77. 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).
78. One of the members of the Governing Council shall be appointed as the Chairman of the Governing Council. The Chairman of the Governing Council shall also chair the General Body. The Chairman shall be appointed by a two third majority of the Members of the General Body, present and voting. The Chairman shall be entitled to vote at the meetings of the Governing Council and the General Body.
79. The Chairman and Vice-Chairman of the Governing Council shall be designated as President and Vice-President of the Company respectively.
80. The Governing Council shall also appoint a Chief Executive Officer who shall carry out duties under the supervision of the Governing Council. The Chief Executive Officer may or may not be a Member of the Company.

REMUNERATION OF DIRECTORS

81. The Directors, not being a member, of the Governing Council shall not be entitled as such to any remuneration; but the Governing Council may remunerate in such manner as it thinks fit any Director (not being member) of the Governing Council, 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 Governing Council shall also be paid all traveling, hotel and other expenses and sitting fee properly incurred by them in attending and returning from meetings of

the Governing Council, or any Committee of the Governing Council, or in connection with the Company's business.

82. A person who is a Regular Member shall be appointed to act, as a member of the Governing Council, 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 GOVERNING COUNCIL

83. Subject to the power of the General Body to take decisions in respect of the Company as set out in Article 44, the affairs and operations of the Company shall be conducted and managed by the Governing Council, 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 Governing Council which would have been valid if that regulation had not been made.

84. The Governing Council 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 Governing Council 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 Governing Council 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 Governing Council may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

85. 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 Governing Council shall from time to time by resolution determine.

86. 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.

87. The Governing Council 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. 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.

88. The Governing Council 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.

89. The Governing Council 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.

90. The Governing Council 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.

91. The Governing Council 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.

92. The Governing Council and other Committees shall cause minutes to be duly made in books for the purpose:

- i. of all appointments of officers made by the Governing Council.

- ii. of the names of the Directors present at such meeting of the Governing Council and of any Committee or Sub-Committee of the Governing Council.
- iii. of all resolutions and proceedings of all meetings of the Governing Council, and of any Committee or Sub-Committee of the Governing Council and any such minutes of any meeting of the Company, of the Governing Council and of any Committee or Sub-Committee of the Governing Council, 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 Governing Council and of any Committee of the Governing Council shall sign his name in a book to be kept for that purpose.

REMOVAL OR DISQUALIFICATION OF DIRECTORS

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 before the expiry of his term in office, notwithstanding anything contained in these Articles or in any agreement between the Company and such Director.

94. 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 Governing Council or from all meetings of the Governing Council for a continuous period of three months, whichever is longer, without obtaining leave of absence from the Governing Council.
- 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

- 95. The Directors shall be liable to retire by rotation. The term of each member of the Governing Council shall be two years.
- 96. 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.

97. The Company may by ordinary Resolution, appoint any other person qualified under these Articles in place of any Director removed from office under Article 92, 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.
98. 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.

PROCEEDINGS OF THE GOVERNING COUNCIL

99. Subject to provisions of these Articles, the Governing Council 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.
100. The Governing Council may meet 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 Governing Council may and the Secretary on the requisition of the Chairman or any three Directors, shall at any time summon a meeting of the Governing Council or any Committee of the Governing Council. It shall not be necessary to give notice of any such meeting to any Director who for the time being is absent from India.
101. The quorum necessary for the transaction of the business of the Governing Council or of any Committee shall be 1/3rd of the total members of the Governing Council (other than the Chairman), with equal number of Authors and Owners.
102. 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 Governing Council, 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.

103. The Chairman of the Governing Council shall preside at all meetings of the Governing Council. If at any meeting of the Governing Council, 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.

104. The Governing Council 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 Governing Council.

105. All acts done by any meeting of the Governing Council, or of a Committee of the Governing Council, 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.

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

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

BORROWING POWERS

108. The Governing Council 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 Governing Council can borrow is to be fixed in the General Meeting.

109. 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).
110. 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.
111. The Directors shall cause a proper Register of Mortgages to be kept and maintained in accordance with the Companies Act, 2013.

THE SECRETARY

112. The Secretary shall be appointed by the Governing Council 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 Governing Council and another person appointed in his place.

MINUTES

113. The Governing Council shall cause minutes to be made and books kept which shall include:
- a. all appointments of officers made by the Governing Council.
 - b. names of the Directors present at each meeting of the Governing Council; and
 - c. all resolutions and proceedings of all meetings of the Company, the Governing

Council.

114. Any such minutes of any Meeting of the Company, the Governing Council, 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 Governing Council shall sign his name in a book to be kept for that purpose.

ACCOUNTS

115. The Governing Council 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.

116. 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 Governing Council thinks fit, and shall be open to the inspection of the Directors.

117. The Governing Council 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 Governing Council, or by the Company in General Meeting.

118. The Governing Council 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.

119. 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

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

121. 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

122. 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.

123. 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.
124. 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.
125. 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

126. 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

127. 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

128. 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:

SR. NO	Name, address, description. and occupation of each subscriber	Signature of Subscribers	Signature of witness and his name address, description and occupation
1.	<p>SAKET CHADURY C707, Siddhi, Kalyan Complex, Yard Road, Andheri (W) Mumbai- 400058</p> <p>WRITER- DIRECTOR. S/o RAJESHWAR CHAUDHARY</p>	Sd/-	<p>I witness to all subscribers who have subscribed and signed in my present on 6th October, 2015 at Mumbai. Furtherers have verified their identify details (ID) for their identification and satisfied myself of their identification particulars as filled in</p> <p style="text-align: center;">CS MANISH BALDEVA</p> <p style="text-align: center;">Add: Shop. No.2 Tirupati darshan, Balaji, Nagar Station Road, B (west), thane. 401101</p> <p style="text-align: center;">S/o- Madan Baldeva Occupation- professional -practicing company</p>
2.	<p>KAMLESH PANDEY 901 'A' Wing Juhu Trishul, Gulmohar Cross Road No.6, J.V.P.D Scheme, Vile Parle (W), Mumbai-400049</p> <p>S/o RAMESHWAR PANDEY</p>	Sd/-	
3.	<p>MOHAMMED BADIUZZAMAN A-401, Raj Classic, Panch Marg, Off Yard Road, Versova, Andheri West Mumbai-400061</p> <p>WRITER\PRODUCER S/o HABBIB MOHMMED.</p>	Sd/-	

4.	<p>RAJESH DUBEY S/o LAXMINARAYAN DUBEY 103, DN2, Bldg. Mig1 P+SN, 41 B, Patliputra Nagar, Oshiwara Jogeshwari West Mumbai-400102</p> <p>WRITER</p>	Sd/-	<p>I witness to all subscribers who have subscribed and signed in my present on 6th October, 2015 at Mumbai. Furtherers have verified their identify details (ID) for their identification and satisfied myself of their identification particulars as filled in</p> <p style="text-align: center;">CS MANISH BALDEVA Add: Shop. No.2 Tirupati darshan, Balaji, Nagar Station Road, B (west), thane. 401101 S/o- Madan Baldeva Occupation-professional -practicing company</p>
5.	<p>ANJUM RAJBALI 201, Vaibhav Janki Kutir, Juhu Church Rd, Mumbai- 400048</p> <p>WRITER</p> <p>S/o YAKUB RAJBALI</p>	Sd/-	
6.	<p>JAVED AKHTAR 702-Sagar Samrat Juhu – Mumbai 41</p> <p>WRITER</p> <p>S/o JAANISAR AKHTAR</p>	Sd/-	
7.	<p>VIPUL A. SHAH 102-Bhart Ark Veera Desai Road, Andheri (W) Mumbai-53</p> <p>S/o AMRUTLAL SHAH</p> <p>WRITER \ DIRECTOR</p>	Sd/-	

Place: Mumbai

Date: 06.10.2015