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# **Memorandum**

**and**

# **Articles of Association**

**Screenwriters Rights Association of India**

**CIN: U91100MH2016NPL273040.**

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Updated up to 17th October, 2024



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





सत्यमेव जयते

# 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.

DS Ministry of  
Corporate  
Affairs 23

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





सत्यमेव जयते

**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 26-08-2022 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 Nineteenth day of September Two thousand twenty-two.



ANANNYA SAIKIA

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





**GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS**

Central Processing Centre  
Manesar, Plot No. 6,7, 8, Sector 5, IMT Manesar, Gurgaon, Haryana, 122050, India

Corporate Identity Number: U91100MH2016NPL273040 / 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 17/10/2024 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 ROC, CPC this NINETH day of NOVEMBER TWO THOUSAND TWENTY FOUR

Document certified by DS CPC 1  
<VIVEK.MEENA@GOV.IN>

Digitally signed by  
DS CPC 1  
Date: 2024.11.09 15:04:44 IST

Sabari Raj

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Central Processing Centre

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

**SCREENWRITERS RIGHTS ASSOCIATION OF INDIA**

**201 Vaibhav, Janki Kutir Juhu Church Road, NA, Mumbai, Mumbai City- 400049, Maharashtra, India**



**[(\*) Substitution of Memorandum of Association by passing special resolution at the Extra-Ordinary General Meeting of the Company held on 17<sup>th</sup> October, 2024]**

## **THE COMPANIES ACT, 2013**

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

### **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. <sup>1, 2</sup> To promote, protect and enforce the general professional interests of all authors and owners of Dramatic Works and Literary Works associated with Dramatic Works, or of their legal heirs, including all benefits, rights and remedies available to them as defined under the Copyright Act, 1957, inter alia, including those arising from any exploitation of their Dramatic Works and Literary Works Associated with Dramatic Works, including but not restricted to their reproduction in any material form including digital form, public performance, adaptation, translation, and to carry on the business of issuing or granting licenses

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<sup>1</sup> (Alteration in Main Object - 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 11<sup>th</sup> September, 2020)

(Substitution of Main Object - 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 22<sup>nd</sup> November, 2022)

<sup>2</sup> (Substitution of Main Object - 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 17<sup>th</sup> October, 2024)

**For SCREENWRITERS RIGHTS ASSOCIATION OF INDIA**



Mr. Anjum Rajabali  
Director  
DIN: 06870513

for the use of such works in which copyright subsists under the Copyright Act 1957.

**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 Dramatic Works and Literary Works associated with Dramatic Works authored and/or owned by the Members and to enter into contracts or arrangements with the third parties for using the Dramatic Works and Literary Works associated with Dramatic Works of the Members on behalf of them and to rescind, alter or vary such contracts or arrangements, to register Dramatic Works and Literary Works associated with Dramatic Works authored and /or owned by the Members and to enter into contracts with third parties for use of rights and Dramatic Works and Literary Works associated with Dramatic 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 abstain for carrying out the business of sub-licensing or transferring the rights of collection and distribution of royalties in respect of a right or set of rights in the specific Dramatic Works and Literary Works associated with Dramatic Works to any other person or copyright society as prescribed under Rule 46(2) of the Copyright Rules, 2013.
5. 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;
6. To frame and publish a “tariff scheme” approved by appropriate government body or Copyright Board, for issuing licenses and/or assignments of the Dramatic Works and Literary Works associated with Dramatic 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 Dramatic Works and Literary Works associated with Dramatic Works of the Authors and/or Owners and the rights controlled by the association;
7. To collect and receive royalties on behalf of the Authors and/or Owners from the third parties for use of Dramatic Works and Literary Works associated

with Dramatic Works of the Authors and/or Owners and the rights controlled by the association;

8. 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;
9. 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;
10. 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;
11. To give effectual discharges and distribute the royalties to Authors and/or Owners of the Dramatic Works and Literary Works associated with Dramatic Works;
12. 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.
13. To negotiate with the Authors and/or Owners and determine the rates of royalties for the Dramatic Works and Literary Work associated with Dramatic Works of the Authors and/or Owners for the purpose of collective administration;
14. To ensure protection of Dramatic Works and Literary Works associated with Dramatic Works and effective enforcement of intellectual property rights over the Dramatic Works and Literary Works associated with Dramatic Works authored and/or owned by the Members outside India;
15. To ensure better working conditions for its Members and also ensure that the royalty and other payment received by them for their Dramatic Works and Literary Works associated with Dramatic Works is commensurate with the true value of their Dramatic Works and Literary Works associated with Dramatic Works;
16. To correct and prevent abuses and unfair practices to which the Members may be subjected to by the third parties using their Dramatic Works and Literary Works associated with Dramatic Works and to bring about concerted action in such respects.
17. To promote mediation for resolution of disputes relating to the Dramatic Works and Literary Works associated with Dramatic Works and/or professional work of its Members.
18. 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.

19. To keep the Members updated about the changes in the laws relating to their professional interests.
20. To provide a network of support, knowledge and resources to the Members.
21. 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;
22. 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;
23. To address the grievances of the Members and provide guidance and resolve the problems and difficulties faced by the Members;
24. 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.
25. 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.
26. To promote or undertake any undertakings that may directly or indirectly benefit the members and/or the Company and further its aims and objectives.
27. 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.
28. 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 Dramatic Works and Literary Works associated with Dramatic Works.
29. To enter into contracts or arrangements, acquire any movable or immovable property necessary for smooth functioning of the Company.
30. 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.

31. To pursue with various State Governments, Central Government, governments of other countries or any other organization 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.
32. Any other objective required to be carried out for the development of and for the benefit of the Members of the Company.
33. 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 endeavor 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, when so ever 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.

XII. 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:

SR. NO	Name, address, description and occupation of each subscriber	Signature of Subscribers	Signature of witness and his name address, description and occupation
1.	SAKET CHADURY C707, Siddhi, Kalyan Complex, Yard Road, Andheri (W) Mumbai- 400058  WRITER- DIRECTOR. S/o RAJESHWAR CHAUDHARY	Sd/-	I witness to all subscribers who have subscribed and signed in my present on 6 <sup>th</sup> October, 2015 at Mumbai. Furtherers have verified their identify details (ID) for their identification and satisfied myself of their identification particulars as filled in  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
2.	KAMLESH PANDEY 901 'A' Wing Juhu Trishul, Gulmohar Cross Road No.6, J.V.P.D Scheme, Vile Parle (W), Mumbai-400049  S/o RAMESHWAR PANDEY	Sd/-	
3.	MOHAMMED BADIUZZAMAN A-401, Rajclassic, Panch Marg, Off Yard Road, Versova, Andheri West Mumbai-400061  WRITER\PRODUCER  S/o HABBIB MOHMMED.	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 6<sup>th</sup> 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 AMRITLAL SHAH</p> <p>WRITER \ DIRECTOR</p>	Sd/-	

Place: Mumbai  
Date : 06.10.2015