

THE COMPANIES ACT, 2013
MEMORANDUM OF ASSOCIATION*
OF

CINEFIL PRODUCERS PERFORMANCE LIMITED

(Company Limited by Guarantee and not having Share Capital)

- I. The name of the Company (which is herein after called 'the Company') is "**CINEFIL PRODUCERS PERFORMANCE LIMITED**"
- II. The Registered Office of the Company will be situated in the **State of Maharashtra** **i.e.** within the jurisdiction of **Registrar of Companies at Mumbai.**
- III. The objects for which the Company is established are:
 - (a) The **Main Objects** to be pursued by the Company on its incorporation are:
 1. To Exercise and enforce provisions of Copyright laws on Business of Licensing on behalf of Authors (hereinafter referred the Producer) and Other Owners being entitled to the benefit of or interested in the Cinematographic films work as per Copyright Act 1957.
 2. To protect the 'Copyright' (means the exclusive right) of the Producer and Other Owner of a Cinematographic film under the Copyright Act, 1957 to do or authorise the doing of any of the acts in respect of work or any substantial part thereof pursuant to provisions of Copyright Act 1957 read with Copyright Rules thereof.
 3. To exercise and enforce provisions of Copyright laws on behalf of Producer Members and Other owner members or otherwise being Entitled to the benefit of or interested In the Cinematographic Film Work with Audio-Visual rights as per Copyright Act 1957 and any other act or regulation for the time being in force for granting and / or issuing Business License of Producers and Other Owners rights or otherwise in respect of any exploitation of the sound recording and / or visual recording incorporated in Cinematographic Film Work by Broadcasting and/ or by Communication to the Public.
 4. To exercise and enforcement of such rights and remedies of Producers and Other Owners of Cinematograph Films from time to time rescind, alter or vary any arrangements and agreements with respect to any such exploitation of such rights in regards to the mode, periods of extent in for or to which and the terms on which any such exploitation of such rights may be made or employed, and to collect and receive and give effectual discharges for all royalties, fees and other monies payable under any such agreements or arrangements or otherwise in respect of any such exploitation by all necessary actions or other proceedings and to recover such royalties fees and other monies, and to restrain and recover damages for the infringement by means of any such exploitation as aforesaid of the Producer's and Other

*Altered and adopted pursuant to special resolution passed at the EOGM held on 31st July, 2019.

Owner's right on their behalf in respect 'of Cinematograph Films, and to release, compromise or refer to arbitration any such proceedings or actions or any other disputes or differences in relation to the premises pursuant to Copyright Act 1957 or any other applicable statutes then time being in force.

5. To issue licenses of Cinematograph Films works, collect fees in pursuance of such licenses, to distribute such fees among producers and other owners of rights after making deductions for its own expenses and perform any other functions for and on behalf of Producers and Other Owners of Cinematograph films Rights as per the work as per the Copyright legislation.

- b. Matters which are necessary for furtherance of the objects specified in clause III (a) are:
 1. To obtain from the such assignments, assurances, powers of attorney or other authorities or instruments as may be deemed necessary or expedient for enabling the Company to exercise, enforce and administer in its own name or otherwise all such rights and remedies as aforesaid, and to execute and do all such assurances, agreements and other instruments and acts as may be deemed necessary or expedient for the purpose of the exercise or enforcement by the Company of such rights and remedies as aforesaid;

 2. To make and from time to time alter or vary any rules for regulating (i) the mode in which the said rights are to be communicated or declared by them to the Company; (ii) the mode in which, the periods or period for which, and the conditions under which the Producers and other owners are to authorize the Company to exercise and enforce the right and remedies aforesaid in respect of such right; (iii) the mode and shares in which and the times at which the net monies received by the Company in respect of any such rights as aforesaid are to be divided and apportioned among the Producers and other owners interested therein respectively; (iv) the provision either directly or through trusts or associations, of gratuities, donations or pensions for Directors, Members, ex-Directors or ex-Members of the Company, or their wives, widows, families or dependents; and (v) the administration of the property or business of the Company and any matters incidental thereto;

 3. To distribute the net monies received by the Company in the exercise of the foregoing powers, after making provision there out for the expenses and liabilities of the Company incurred in such exercise or in otherwise carrying out the purposes and operations of the Company and for any contributions or payments for any of the purposes specified in the next following sub-clause hereof, amongst the Producers and other owners entitled thereto in accordance with the rules to be for the time being in force with respect to the distribution thereof;

4. (i) grant gratuities, donations, pensions and emoluments to any Director, Member, ex-Director or ex-Member of the Company 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 establish, support, subscribe to and aid in the establishment and support of funds, trusts, associations or institutions calculated to benefit Directors, Members, ex-Directors, ex-Members of the Company or persons employed by or having dealings with the Company.

(iii) To subscribe money for the relief of distress caused by natural disasters or other exceptional calamities.

(iv) to make payment 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 composition, teaching or performance of Cinematography Film, or to or for the benefit of any society, association or company whose objects shall include any such purpose; and

(v) To receive contributions, subscriptions or donations for any of the previously mentioned purposes from Members of the Company, employees or others.
5. To acquire or undertake the whole or any part of the business, property or liabilities of any person or company carrying on any undertaking or business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
6. To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company so as directly or indirectly to benefit the aims and objects of this Company.
7. Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges, which the Company may think necessary or convenient for the purposes of its undertaking or activities.
8. To invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined.
9. To borrow or raise or secure the payment of money in such matter as the Company shall think fit and in particular by the issue of preference share and / or of debentures, as the case may be or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and to purchase, redeem, or payoff any such securities.

*Altered and adopted pursuant to special resolution passed at the EOGM held on 31st July, 2019.

10. To remunerate any person or company for services rendered or to be rendered in placing or guaranteeing the placing of any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
11. To draw, make, accept, endorse, discount, execute and Issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments.
12. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
13. To adopt such means of making known the operations of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by publication of books and periodicals.
14. To sell improve, manage, develop, exchange, lease, mortgage, and dispose of turn to account or otherwise deal with all or any part of the property and rights of the Company.
15. To enter into any Agreements or Contracts with the Government of India or with any State Government or with any Indian or Foreign Government, authorities, supreme, municipal, local or otherwise or with any person, for the purposes of carrying the objects of this Company or any of them and to apply for and obtain and to purchase or otherwise acquire from any such Government, State Government, authority or persons, any rights, powers, privileges, licences, decrees, sanctions, grants and concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain and acquire and to carry out exercise and comply with any such Agreements, rights, powers, privileges. licences, decrees, sanctions, grants and concessions.
16. To insure the whole or any part of the properties, undertakings, contracts, guarantees or obligations of the Company of any nature and kind in any manner whatsoever either fully or partially to protect and indemnify the Company from liability or loss in any respect either fully or partially.
17. To receive, pay, satisfy, or compromise any claims made by or against the company, which it may seem expedient to the Board of Directors of the Company to pay, satisfy or compromise notwithstanding that the same may not be invalid in law.

*Altered and adopted pursuant to special resolution passed at the EOGM held on 31st July, 2019.

18. To refer or agree to refer any claims demands, disputes, or any other question, by or against the Company or in which the Company is interested or concerned and whether between the Company and a member or members or his or their representatives, between the Company and the third parties, to arbitration in India or at any place outside Indian and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
19. To give donations or gifts to person or persons and to subscribe or continue or otherwise to assist or to guarantee money to charitable, benevolent, religious. scientific, national or other institutions or objects which shall have any moral or other claims to support or aid by the Company either by reason of tending to promote, protect and expand the use of Cinematography Film for general utility or otherwise.
20. To remunerate or make donation by cash to any person or persons for services rendered or to be rendered in furtherance of the aims and objects of this Company, or for any other reason conducive to the promotion of Producers/Other Owners of Cinematograph film or its users.
21. To pay all the costs, charges, and expenses of, and incidental to the promotion formation registration and establishment of the Company and other expenses attending the printing stamping and all forms to be filled up by the members of the Company.
22. To carry on at such place or places anywhere in the world as the Board of Directors of the Company may from time to time determine all or any of the activities of the Company.
23. To procure the Company to be registered. Recognized and/or affiliated in any foreign country or place.

IV. The liability of member(s) is limited.

V. Every member of the company undertakes to contribute:

- i. to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and
- ii. to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding Rs. 100/- (Rupees One Hundred Only).

*Altered and adopted pursuant to special resolution passed at the EOGM held on 31st July, 2019.