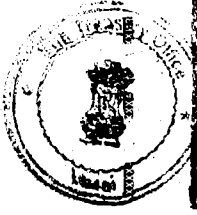


महाराष्ट्र MAHARASHTRA

08957

LB 737544



Sub Treasury Office,
Vasai.
06 JUN 2014
Sub Treasury Officer,
Vasai.

06/06/14

अ.नं. दिनांक 06/06/14
 विक्रीचे दिवशी महाश्रीवासा, ता. वसाई
 श्री/श्रीमती **PHONOGRAPHIC PERFORMANCE LTD.**
 रा. Crescent Towers, 7th Floor,
 B-68 Veera Estate, off New Link Road,
 किंमत **Andheri (W), MUMBAI-400 053.**

6 JUN 2014

श्री. शौकत सिंचोलकर
 मुद्रांक क्र. (ला.नं. १२०२०१०)

Deed of Partial and Limited Transfer of non-Physical Rights in Copyright of Sound Recordings

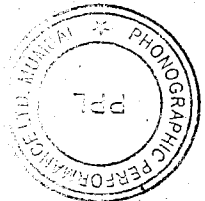
BETWEEN

PHONOGRAPHIC PERFORMANCE LIMITED, a Company registered under the Companies Act, 1956 having its Registered Office at, Crescent Towers, 7th Floor, B-68 Veera Estate, off New Link Road, Andheri (W), Mumbai - 400 053, hereinafter referred to as "PPL" (which expression shall unless repugnant to the context, include its successors and assigns) of the ONE PART.

For Red Ribbon Entertainment...

Ratitya Phanshan
 Director

AND



Red Ribbon Entertainment Pvt. Ltd., a Company registered under The Companies Act 1956 and having its registered/main office at Bungalow No.A8, SVP Nagar, Near Versova Telephone Exchange, MHADA, Andheri (W), Mumbai - 400053 hereinafter referred to as "Music Label" (which expression shall unless repugnant to the context include its successors and assigns in business) of the OTHER PART

WHEREAS PPL is registered under the Companies Act, 1956 as a company without share capital and limited by guarantee, and is not, as of date, registered u/s 33 of Copyright Act.

AND WHEREAS Music Label is already an existing Member (i.e. member without shares) of PPL as of date and has no complaints or grievances or pending claims with PPL.

AND WHEREAS Music Label is of the considered opinion that PPL has developed good infrastructure, technical competence and professional manpower in non-physical exploitation of sound recordings in modes and mediums such as mobile telephony, public performance, internet etc. and is interested in continued monetisation of his repertoire.

AND WHEREAS the Music Label is desirous of transferring its rights in the sound recording catalogue ('the Music Catalogue' defined hereafter) vested in and owned/exclusively controlled by Music Label at present and also in future, in below-specified "non-physical" modes and mediums, in consideration of the proportionate royalty earnings receivable from monetisation and enforcement of the Music Catalogue by PPL, primarily by licensing to various licensees as owner u/s 30 of Copyright Act.

NOW THIS DEED WITNESSETH as follows:-

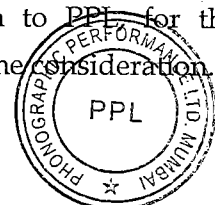
1. **Partial and Limited Transfer of non-Physical Rights in sound recordings exclusively to PPL:**
 - 1.1 The Music Label hereby exclusively transfers, for the Territory, its rights in respect of below-listed non-physical modes and mediums (without any limitation as to format or device or style or mechanics or process or method) in its Music Catalogue (of sound recordings) existing and/or future, in favour of PPL for the whole term of copyright and PPL accepts such transfer. The rights transferred are, inter alia, covered under sub-Section 14(e)(i) to (iii) of the Copyright Act. This Deed is an assignment of rights u/s 18 and 19 of Copyright Act. It is clarified that the rights exclusively transferred hereby are on ownership basis, with full rights for monetisation and for enforcement, including by way of legal/court litigation and police authorities.

Rights exclusively transferred in non-physical Modes and Mediums:

- 1.1.1 Public performance/Communication to Public (including but not restricted to 'background' music and events/shows);
- 1.1.2 Radio broadcasting, including but not restricted to terrestrial, FM, AM, satellite;
- 1.1.3 On-line Simul-casting by licensed FM radio operators;

- 1.2 Further, with regard to any new non-physical mode or medium which is not in existence or in commercial use as on date but may be discovered or implemented in future, the Music Label hereby grants exclusive license during the Duration to PPL, for the Territory, the exclusive right to monetise and enforce the same, for same consideration.

*Kalvitya Munsham*²
Director



1.3 It is clarified that all rights and interests in and to copyrights in the sound recordings of the "Music Catalogue", save and except for the limited and partial transfer for above-named modes and mediums of non-physical monetisation as per para 1.1 hereinabove, continue to vest with Music Label.

2. Definitions

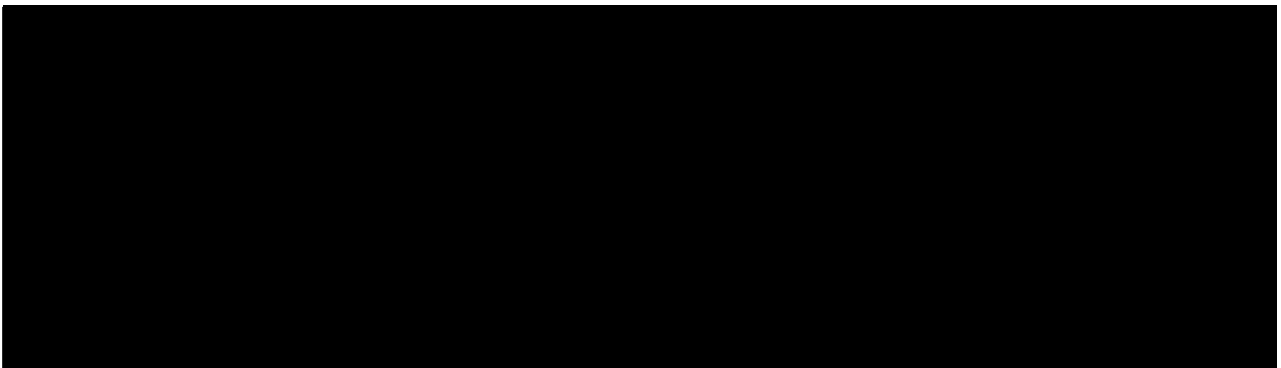
"Music Catalogue" shall mean all past, present and future Sound Recording works published or unpublished in which Copyright subsists, including derivatives or variations or portions or embodiments thereof, together with associated meta-data, artwork, images, promotional and ancillary material, which are owned by the Music Label and/or controlled by the Music Label through exclusive licensing/contractual arrangements and in respect of which the Music Label has lawful, un-encumbered and effective rights to enter into this Deed; and copies thereof.

Without affecting the generality of the foregoing, the Music Label agrees to provide detailed particulars of the same to PPL in full as per prescribed format and submit to PPL within 7 days from the date of execution of this Deed, upon receipt of the list by PPL as per the prescribed format the same stands included as Schedule A "Music Catalogue" to this Agreement and the same shall not require (physical or digital) signatures by either side. The Music Label hereby agrees and undertakes to inform PPL in writing about any additions /deletions from time to time and the same shall form part of Schedule A "Music Catalogue", as and when particulars of such additions/deletions are received from the Music Label by PPL.

For the avoidance of doubt, "Non-physical" includes all non-physical means, mediums, technologies, processes, modes including electronic, wired and wireless, but save and except vinyl record, cassette tape, compact disc and video disc.

"Exclusive" means to the exclusion of all and any third-party and also of the assignor Music Label.

3. Consideration



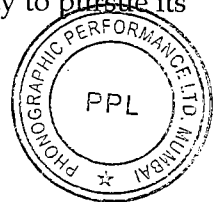
4. Effective Date, Duration and Termination

4.1 The Duration of this Deed of Transfer of Rights in the Music Catalogue commence from 01.5.2014. Music Label agrees to a lock-in period upto 31.3.2015, unless terminated earlier as per the terms and conditions of this Deed. The Music Label will confirm in writing on or before 1.1.2015 as to its decision i.e. either of extending the validity beyond 1.4.2015 or letting the same to expire on 31.3.2015; in the event, such confirmation is not received, the lock-in period will be carried forward for another 1 year i.e. till 31.3.2016. In the event the Music Label chooses to terminate the agreement upon the expiry of lock-in period, i.e. 31.3.2015, the Music Label is at liberty to pursue its

Roalitya Punshaw

Roalitya Punshaw

Director



options outside PPL, w.e.f. 1.4.2015. Parties agree that this transfer of rights shall not be subject to lapse under Section 19(4) of Copyright Act.

4.2 In any case, this Deed shall be deemed to have taken effect from the date on which PPL has ceased to be registered u/s 33 of Copyright Act; the parties are ad idem on continuity in monetisation of proprietary rights .

4.3 The Music Label shall have a right to terminate this Deed by giving PPL, 60 (sixty) days advance notice in writing of its intention to terminate this Deed in following circumstances:

4.3.1 PPL fails to pay the agreed consideration for consecutive two quarters; or

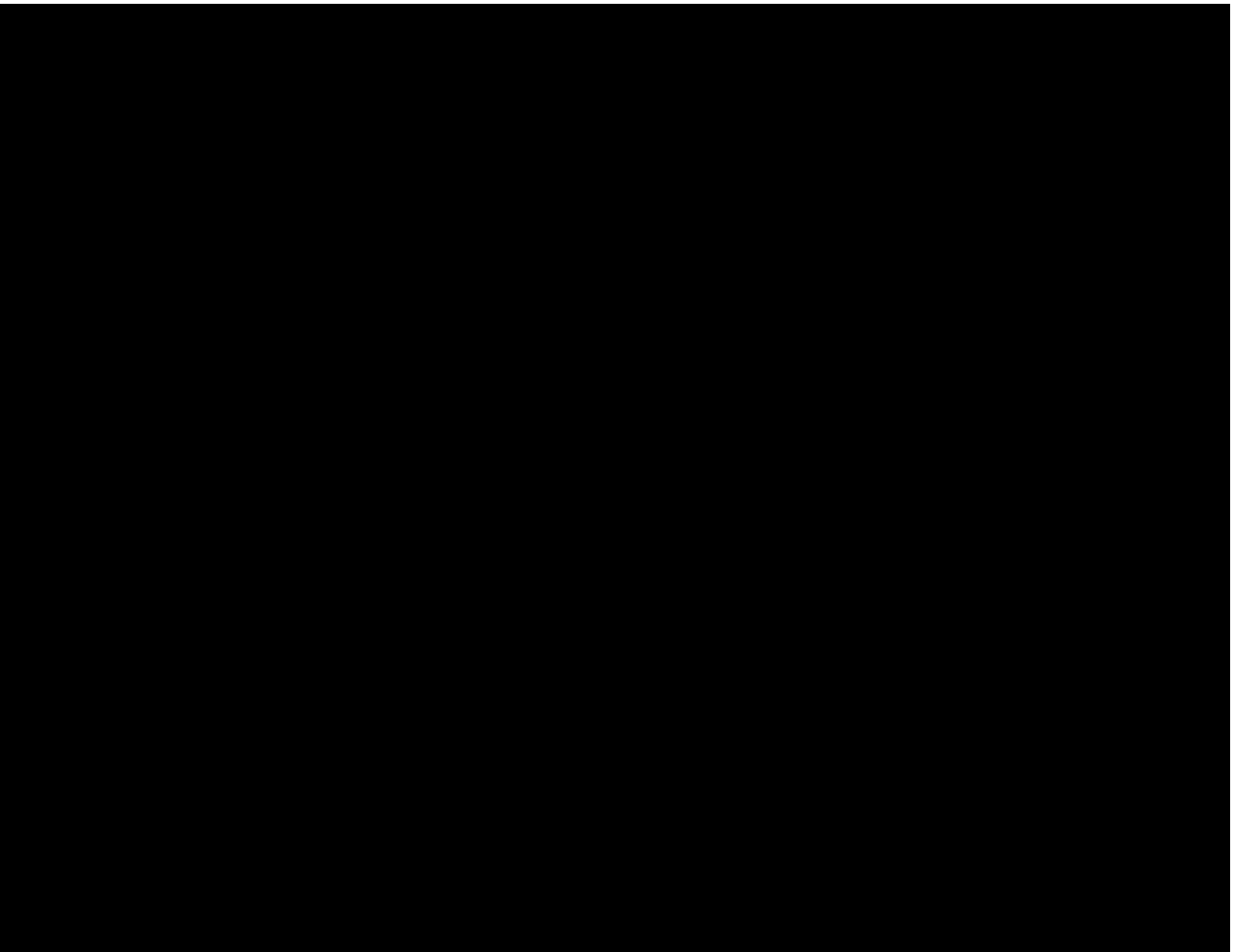
4.3.2 PPL is wound up by an order of a Court having jurisdiction.

4.4 The Music Label for itself and on behalf of the legal heirs / successors / administrators and permitted assigns and/or their duly authorized agents agree and undertake that notwithstanding termination of this Deed, any third-party licence already granted by PPL in pursuance of this Deed and subsisting at the time of such termination shall continue to subsist for the duration of such licence.

5. Territory

5.1 The transfer of rights in copyright contemplated hereunder shall extend to the territory of India, including transmission out of India.

6. Indemnity and Warranty



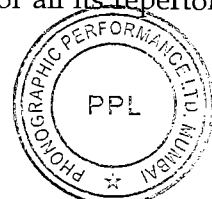
7. Miscellaneous

7.1 The Music Label agrees that PPL is entitled to grant licenses u/s 30 of Copyright Act, on ownership basis (as covered by sub-Section 18(2) of Copyright Act) for all its repertoire

For Red Ribbon Entertainment Pvt. Ltd

Deviya Menon 4

Director



acquired from various other owners inclusive of the Music Catalogue forming subject-matter of this Deed.

- 7.2 Music Label recognises that PPL has full independent right, as covered by sub-Section 18(2) and other applicable provisions of Copyright Act, to take all steps as may be necessary for the purpose of protecting the assigned rights from infringement in any manner whatsoever, including the filing or defending of any litigation or proceeding before a Court or tribunal or police, giving undertakings, settling or withdrawing any actions instituted for this purpose either by or against PPL and generally to take all steps as PPL may deem fit for the purpose of giving substantial and complete effect to these presents. Music Label recognises and agrees that PPL has sole right to send notices and to initiate or defend legal proceedings for infringement, copyright disputes, money recovery, etc in its own name, without naming the Music Label as a party to the litigation or proceedings. The Music Mabel ratifies all past acts done by PPL, including existing, on-going litigations in any Court of law or tribunal or police, both civil and criminal.
- 7.3 The parties agree that this Deed supersedes all agreements, deeds, documents and understandings executed and subsisting between the parties before the effective date of this Deed.
- 7.4 Waiver of a breach shall not operate or be construed as a waiver of any other or subsequent breach of the same or any other provision.
- 7.5 Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 7.6 This Deed shall be construed in accordance with the laws of India; and parties mutually agree that disputes if any shall be settled only by the Courts in Mumbai which shall have exclusive jurisdiction. Each Party waives any objection which it may have at any time to any legal proceedings brought in such court including any claim that such legal proceedings have been brought in an inconvenient forum and that such court does not have any jurisdiction over such Party.
- 7.7 This Deed is first signed and executed by the Music Label and last signed, executed and completed at Mumbai by PPL.

SCHEDULE "A" - THE MUSIC CATALOGUE

FORMAT/TEMPLATE for the List of Past, Present and Future Sound Recording works Owned and/or exclusively controlled by the Music Label and assigned to PPL hereunder; save and except such Sound Recordings that may be specifically notified and excluded by the Music Label in writing in advance

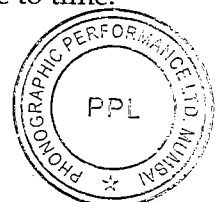
Sr. no	Name of song (sound recording)	Name of album	Label Name	Language	Genre-Film; non-film (eg, ghazal, bhajan)	Composer, lyricist, artist (for identification purpose only)	ISRC code	Any other particulars
1								
2								

Parties agree that any amendments, modification, up-date etc. to Schedule A can be made by notification or simple communication through email or letter-head, from time to time.

For Red Ribbon Entertainment Pvt. Ltd

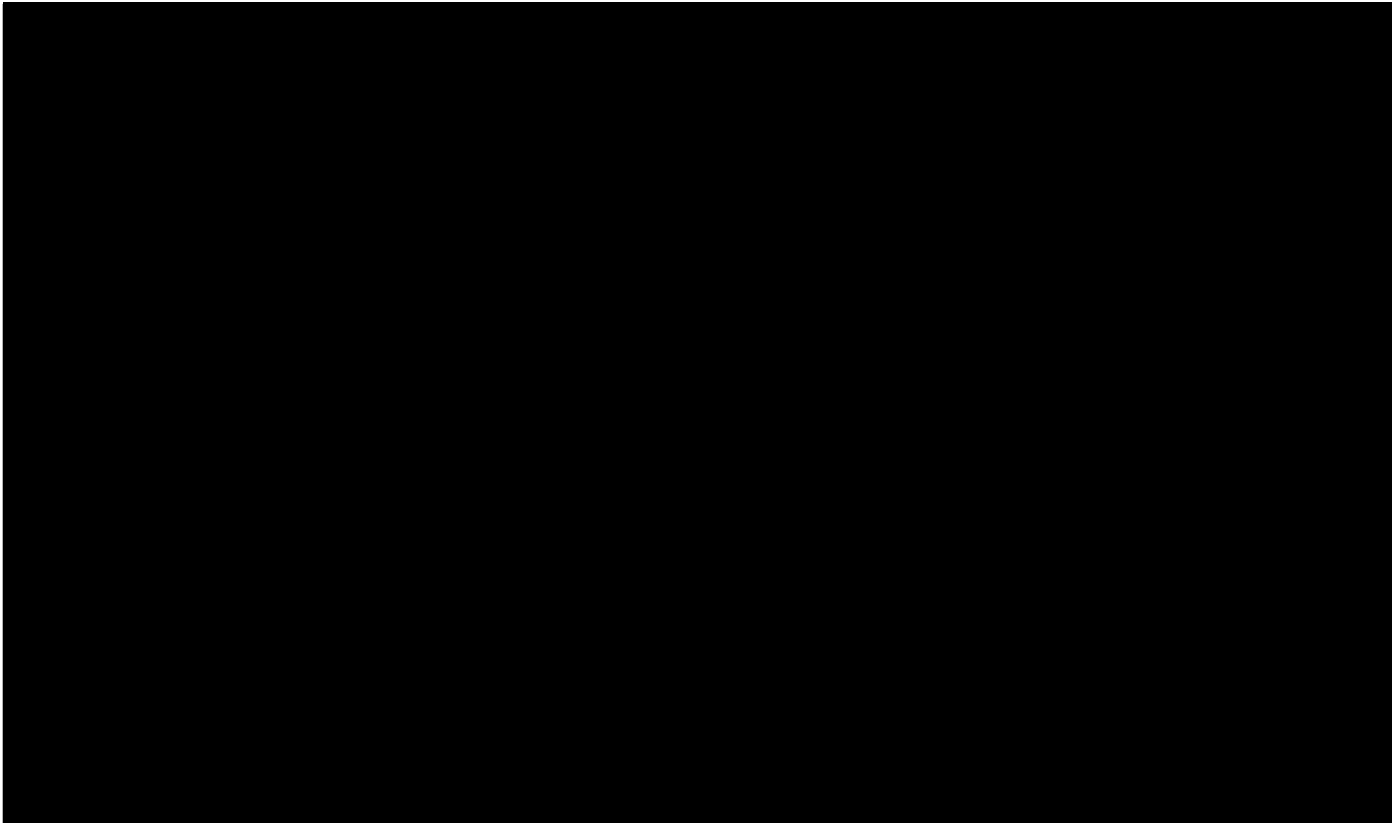
Ralitiya Punshaw

5
Director



Schedule B- Consideration

Royalties payable by PPL to the Music Label under this Deed



Royalty payments are subject to service-tax and TDS, as may be applicable. Royalty payment may be temporarily withheld in event of counter-claim or dispute about copyright title.

IN WITNESS WHEREOF the Music Label has hereunto set his hands to this writing and PPL has caused its CEO/authorized signatory to affix stamp and in witness hereof set his hands to this writing on the day and the year first hereinabove written.

SIGNED

by the above named Music Label
Red Ribbon Entertainment Pvt. Ltd.
For Red Ribbon Entertainment Pvt. Ltd.

Rakhiya Puroshan
Director

Title:

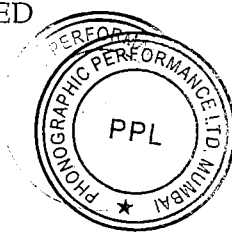
Name:

Place:

01 - August 2014

ACCEPTED AND AGREED

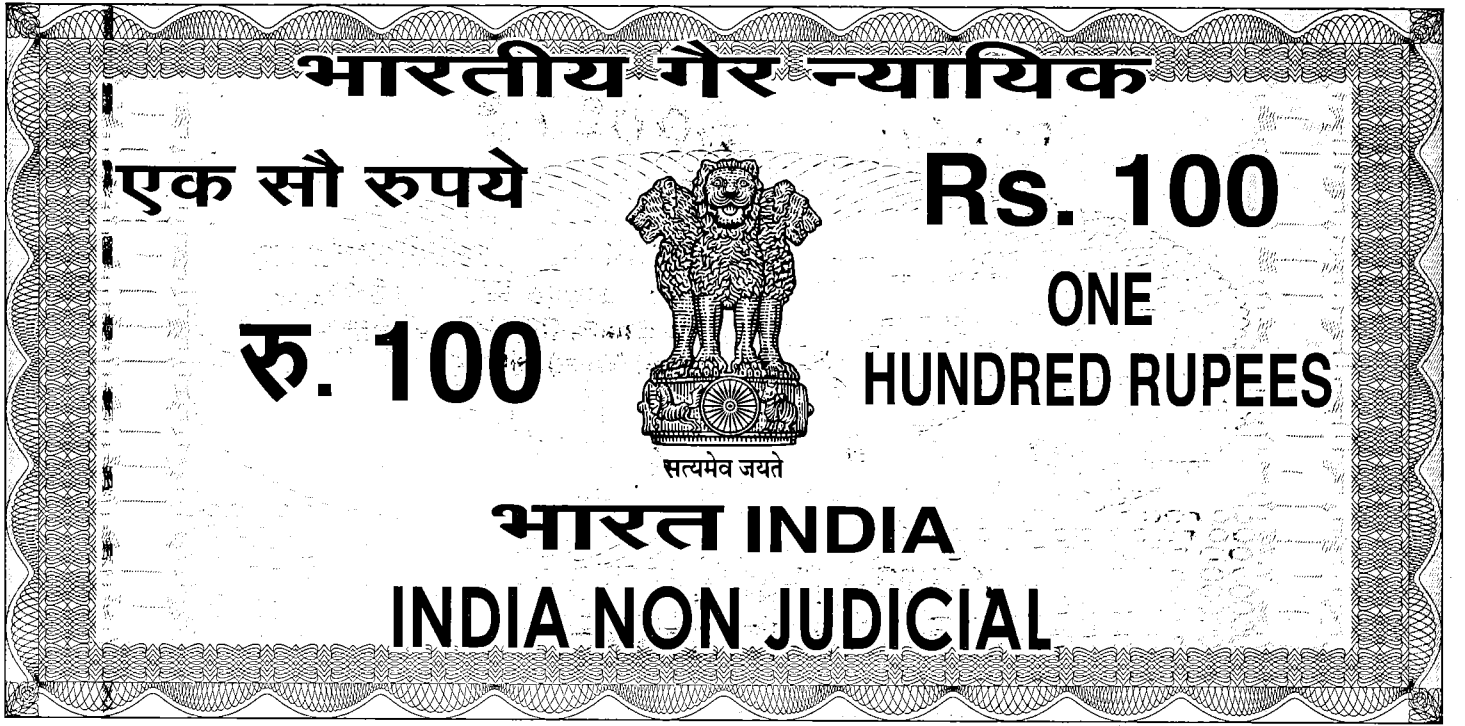
PHONOGRAPHIC PERFORMANCE
LIMITED



(Anish Srinivasan)

CEO
CEO/ Authorised Signatory

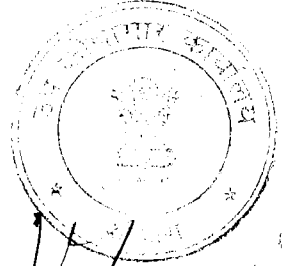
Mumbai, Date: 7th August 2014



महाराष्ट्र MAHARASHTRA

● 2015 ●

NR 980811



उप-प्रकार अधिकारी
कल्याण

EXTENSION OF DEED OF PARTIAL & LIMITED TRANSFER OF NON-PHYSICAL
RIGHTS IN COPYRIGHT OF SOUND RECORDINGS

27 APR 2016

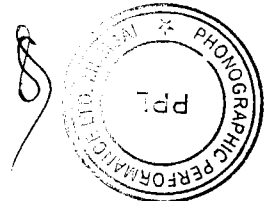
This extension agreement made By and Between

PHONOGRAPHIC PERFORMANCE LIMITED, a Company registered under the Companies Act, 1956, bearing PAN No. AACCP9099D and CIN No. U74999MH1941GAP142271, having its Registered Office at Crescent Towers, 7th Floor, B-68 Veera Estate, off New Link Road, Andheri (W), Mumbai - 400 053, hereinafter referred to as "PPL" (which expression shall unless repugnant to the context, include its successors and permitted assigns) of the ONE PART.

AND

Red Ribbon Entertainment Pvt. Ltd., an existing Company registered under The Companies Act 1956, and having its registered office at No. A8, SVP Nagar, Near Versova Telephone Exchange, Mhada, Andheri (W), Mumbai - 400053 hereinafter referred to as "Music Label" (which expression shall unless repugnant to the context include its successors and assigns in business) of the OTHER PART

*Lalitha Mureshan*¹



WHEREAS a Deed Of Partial & Limited Transfer Of Non-Physical Rights In Copyright Of Sound Recordings dated 07th August, 2014 was executed between PPL and Music Label (herein after referred to as the 'Principal Agreement') for a term commencing from 1st May, 2014 to 31st March, 2016.

AND WHEREAS the Music Label is desirous of renewing the Principal Agreement for a further period of one year on the same terms and conditions as laid down in the Principal Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. TERM

The Term of the Principal Agreement is hereby renewed for a further period 1 (one) year effective from 1st April, 2016 and shall be valid upto 31st March, 2017.

2. All other provisions, clauses, terms, conditions and annexures of the Principal Agreement shall remain unchanged and in full force and in effect, save and except only to the extent explicitly modified hereinabove by this Renewal agreement.

IN WITNESS WHEREOF the Music Label has hereunto set their hands to this writing and PPL has caused its authorized signatory to affix stamp and in witness hereof set its hands to this writing on the day and the year first hereinabove written.

SIGNED

by the above named Music Label
RED RIBBON ENTERTAINMENT PVT. LTD.

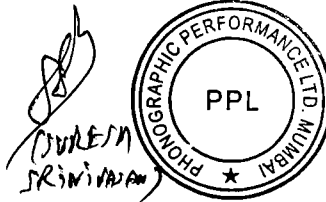
ACCEPTED AND AGREED

PHONOGRAPHIC PERFORMANCE
LIMITED

Lalitya Munshaw

Title: *M.D.*

Name: *LALITYA MUNSHAW*

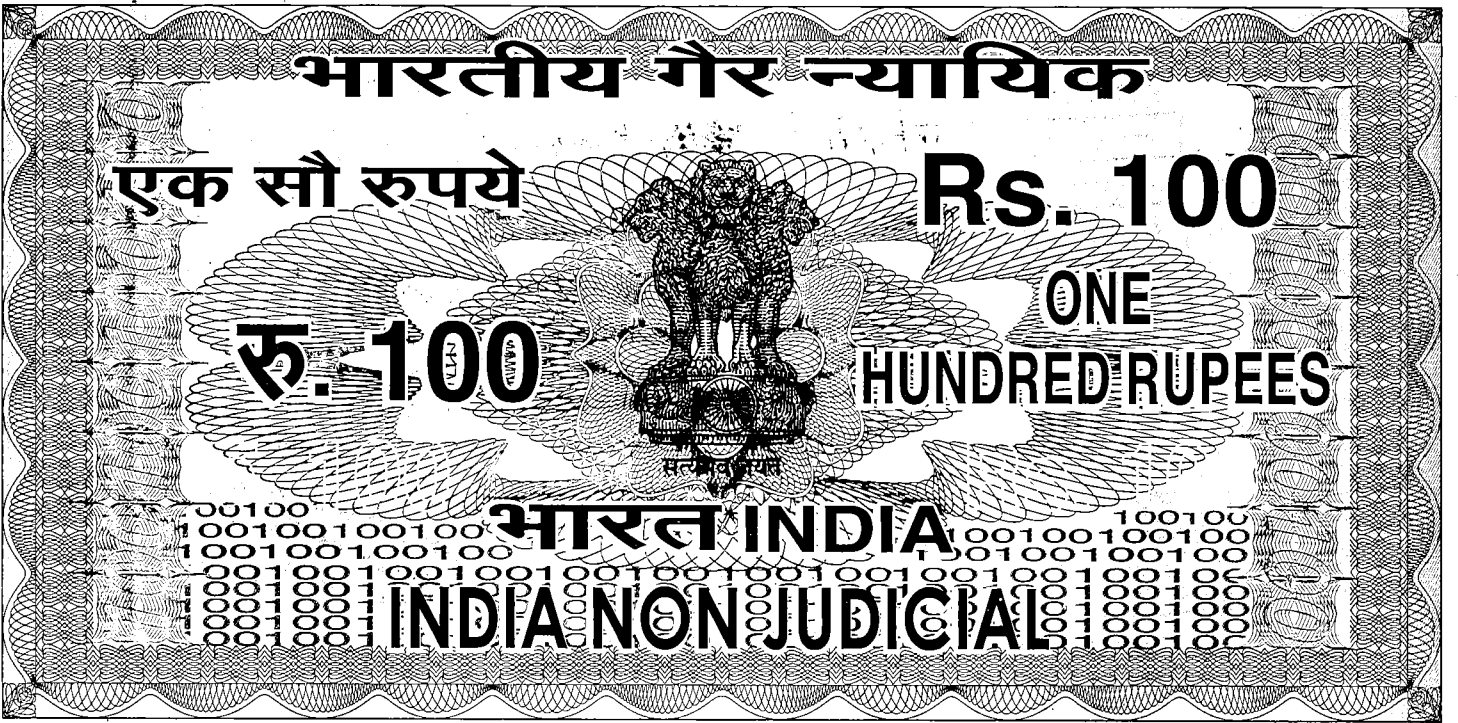


COO/ Authorised Signatory

Place: Mumbai

28 April 2016

Mumbai, Date: 29th April 2016



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NW 398753

Sub-Treasury Officer
Kalyan

EXTENSION OF DEED OF PARTIAL & LIMITED TRANSFER OF NON-PHYSICAL
RIGHTS IN COPYRIGHT OF SOUND RECORDINGS

28 NOV 2016

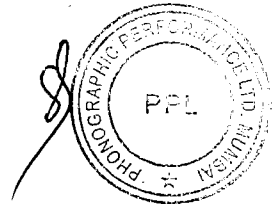
This extension agreement made By and Between

PHONOGRAPHIC PERFORMANCE LIMITED, a Company registered under the Companies Act, 1956, bearing PAN No. AACCP9099D and CIN No. U74999MH1941GAP142271, having its Registered Office at Crescent Towers, 7th Floor, B-68 Veera Estate, off New Link Road, Andheri (W), Mumbai - 400 053, hereinafter referred to as "PPL" (which expression shall unless repugnant to the context, include its successors and permitted assigns) of the ONE PART.

AND

Red Ribbon Entertainment Pvt. Ltd., an existing Company registered under The Companies Act 1956, and having its registered office at No. A8, SVP Nagar, Near Versova Telephone Exchange, Mhada, Andheri (W), Mumbai - 400053 hereinafter referred to as "Music Label" (which expression shall unless repugnant to the context include its successors and assigns in business) of the OTHER PART

Ravindra Murshaw 1



WHEREAS a Deed Of Partial & Limited Transfer Of Non-Physical Rights In Copyright Of Sound Recordings dated 07th August, 2014 was executed between PPL and Music Label (herein after referred to as the 'Principal Agreement') for a term commencing from 1st May, 2014 to 31st March, 2016. AND WHEREAS the said Principal Deed was extended, as per the Renewal dated 28th April 2016, for a further period of 1 (one) year effective from 01st April, 2016 upto 31st March 2017.

AND WHEREAS the Music Label is desirous of renewing the Renewal Deed, together for a further period of 2 (two) years, on the same terms and conditions as laid down in the Principal Deed.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. TERM

The Term of clause 1.1.1 (viz. public performance), 1.1.2 (viz. radio broadcasting) and 1.1.3 (viz. on-line simul-casting) of the Principal Agreement is hereby renewed for a further period 2 (two) years effective from 1st April, 2017 and shall be valid upto 31st March, 2019

2. All other provisions, clauses, terms, conditions and annexures of the Principal Agreement shall remain unchanged and in full force and in effect, save and except only to the extent explicitly modified hereinabove by this Renewal agreement.

IN WITNESS WHEREOF the Music Label has hereunto set their hands to this writing and PPL has caused its authorized signatory to affix stamp and in witness hereof set its hands to this writing on the day and the year first hereinabove written.

SIGNED

by the above named Music Label
RED RIBBON ENTERTAINMENT PVT.
LTD.

FOR RED RIBBON ENTERTAINMENT PVT. LTD.
Ralita Meunshand
Authorized Signatory

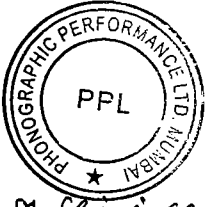
Title:

Name:

Place: Mumbai Date: 17 01.2017

ACCEPTED AND AGREED

PHONOGRAPHIC PERFORMANCE
LIMITED

[Signature]

OVRESH SRINIVASAN

COO/ Authorized Signatory

Place: Mumbai 20th March

Mumbai, Date: 20 03.2017



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जिल्हा कोषागार कार्यालय, ठाणे
- 4 FEB 2019
प. पाटी
महाराष्ट्र प्रमुख लिपीक / लिपीक

EXTENSION OF DEED OF PARTIAL & LIMITED TRANSFER OF NON-PHYSICAL RIGHTS IN COPYRIGHT OF SOUND RECORDINGS

This extension agreement made By and Between

PHONOGRAPHIC PERFORMANCE LIMITED, a Company registered under the Companies Act, 1956, bearing PAN No. AACCP9099D and CIN No. U74999MH1941GAP142271, having its Registered Office at Crescent Towers, 7th Floor, B-68 Veera Estate, off New Link Road, Andheri (W), Mumbai - 400 053, hereinafter referred to as "PPL" (which expression shall unless repugnant to the context, include its successors and permitted assigns) of the ONE PART.

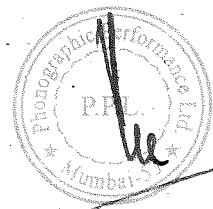
AND

Red Ribbon Entertainment Pvt. Ltd., an existing Company registered under The Companies Act 1956, and having its registered office at No. A8, SVP Nagar, Near Versova Telephone Exchange, Mhada, Andheri (W), Mumbai - 400053 hereinafter referred to as "Music Label" (which expression shall unless repugnant to the context include its successors and assigns in business) of the OTHER PART

Ralitya



1

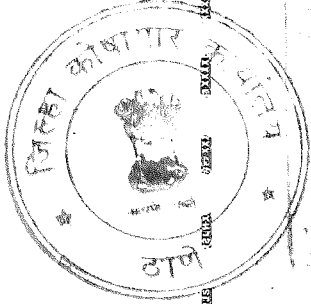




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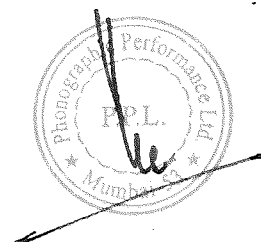
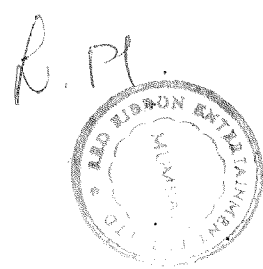


6 FEB 2018

WHEREAS a Deed Of Partial & Limited Transfer Of Non-Physical Rights In Copyright Of Sound Recordings dated 07th August, 2014 was executed between PPL and Music Label (herein after referred to as the 'Principal Agreement') for a term commencing from 1st May, 2014 to 31st March, 2016.

AND WHEREAS the said Principal Deed was extended, as per the Renewal dated 28th April 2016, for a further period of 1 (one) year effective from 01st April, 2016 up to 31st March 2017.

AND WHEREAS the said Renewal, dated 28th April 2016, was extended, as per Extension Deed dated 20th March 2017, for a further period of 2 (two) years effective from 01st April, 2017 up to 31st March 2019.



AND WHEREAS the Music Label, vide its email dated 30^h March, 2019, informed PPL about its discontinuation of the rights assigned with respect to clause 1.1.1 (viz. Communication to Public for Public Performance) of the Principal Deed. However, vide the said email, the Music Label continued its assignment of rights in respect of Radio Broadcasting and On-line Simulcasting by licensed FM radio broadcasters.

AND WHEREAS the Music Label is desirous of renewing and modifying the Principal Deed as enumerated herein below.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. Clause 4.1 of the Agreement shall be amended and replaced to read as below:

4.1 The Term of the clause 1.1.2 (viz. Radio Broadcasting) and 1.1.3 (viz. On-line Simulcasting by licensed FM Radio Broadcasters, of the Principal Deed is hereby renewed and shall be the whole term of the copyright subsisting in the Music Catalogue, unless terminated earlier as per the terms and conditions of this Deed. Parties agree that this transfer of rights shall not be subject to lapse under Section 19(4) of Copyright Act. None of the other rights are renewed.

2. Clause 4.3 of the Agreement shall be amended and replaced to read as below:

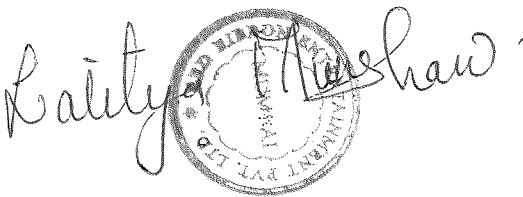

Both parties shall have the right to terminate this Deed by giving 90 (ninety) days advance notice in writing of its intention to terminate this Deed

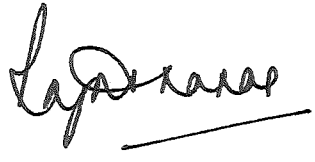
3. All other provisions, clauses, terms, conditions and annexures of the Principal Agreement and renewals thereof shall remain unchanged and in full force and in effect, save and except only to the extent explicitly modified hereinabove by this Renewal agreement.

IN WITNESS WHEREOF the Music Label has hereunto set their hands to this writing and PPL has caused its authorized signatory to affix stamp and in witness hereof set its hands to this writing on the day and the year first hereinabove written. This Deed is entered into at MUMBAI.

SIGNED
RED RIBBON ENTERTAINMENT
PVT. LTD.

ACCEPTED AND AGREED
PHONOGRAPHIC PERFORMANCE LIMITED

Title:

Title: CEO

Name:

Name: Mr. Rajat Kakar

Date: _____

Date: 12/4/19