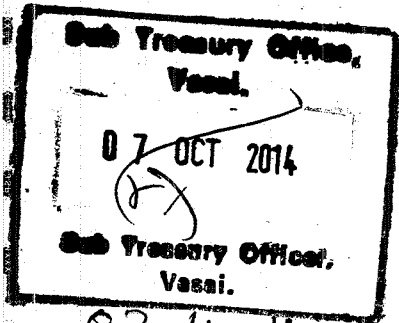
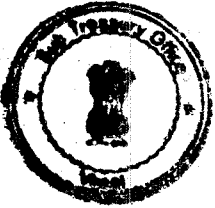




महाराष्ट्र MAHARASHTRA

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LT 921880



07-10-14

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.

AND

For Krishna Digital Communication

Authorized Signatory



Krishna Digital Communications, a Partnership Firm registered under The Partnership Act, 1932, and having its registered/main office at 18, Gujarat Complex, Jyoti Chowk, Jalandhar hereinafter referred to as "The 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 the Music Label is a new Member (i.e. member without shares) of PPL and has no complaints or grievances or pending claims with PPL.

AND WHEREAS the 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 exclusively licensing its rights in the sound recording catalogue ('the Music Catalogue' defined hereafter) vested in and owned/exclusively controlled by the 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 u/s 30 of Copyright Act.

NOW THIS DEED WITNESSETH as follows:-

1. Partial and Limited Exclusive Licensing of non-Physical Rights in sound recordings exclusively to PPL:

1.1 The Music Label hereby exclusively licenses, for the Territory, its rights, as acquired from its partner music labels, 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 exclusive licence. The rights exclusively licensed are, inter alia, covered under sub-Section 14(e)(i) to (iii) of the Copyright Act; the rights so licenced include rights to sub-licence. Without restricting the generality of the foregoing, the Music Label hereby appoints and constitutes PPL as the sole "authorised person", u/s 2(j) of Copyright Act, duly authorised in respect of the purposes of this Deed viz., grant and issue of licences to third parties on non-exclusive basis, collection and payment of licence fees/royalty i.e monetisation, enforcement of copyright (by way of legal/court litigation and police authorities) and all other acts ancillary and incidental thereto.

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);

For Krishna Digital Communications

Partner



1.1.7 Storage, embodiment, re-production, adaptation, commercial rental for above purpose.

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.

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, continue to vest with the 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, art-work, 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 Deed 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 Music Label.

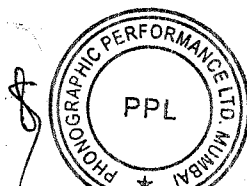
3. Consideration

4. Effective Date, Duration and Termination

For Krishna Digital Communications

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Partner



4.1 The Duration of this Deed of Transfer of Rights in the Music Catalogue commence forthwith 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.

4.2 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:

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

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

4.3 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 exclusively licence 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 and/or otherwise, stepping into its shoes in effect, for all its repertoire acquired from various other owners inclusive of the Music Catalogue forming subject-matter of this Deed.

For Krishna Digital Communications

Partner

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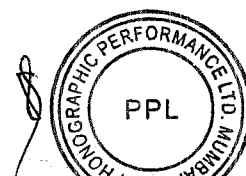
- 7.2 Music Label recognises that PPL has full independent right to take all steps as may be necessary for the purpose of protecting the exclusively licenced rights from infringement in any manner whatsoever, including the filing or defending of any litigation or proceeding before a Court or tribunal 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

Name of third-party owner-assignor music label	Start Date	Validity upto
Muskaan Cinema Productions Pvt. Ltd.	06.09.2014	05.09.2019
Priya Audio	01.12.2014	30.11.2017
B Group Music & Films	01.09.2014	31.08.2019
Rainbow Entertainment	22.11.2014	21.11.2017
Mensaaz Records	15.11.2014	14.11.2019

For Krishna Digital Communications 5

Partner



FORMAT/TEMPLATE for the List of Past, Present and Future Sound Recording works Owned and/or exclusively controlled by the Music Label and exclusively licenced 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)	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.

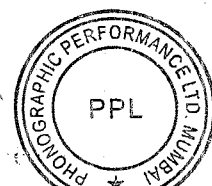
Sr. no	Name of song (sound recording)	Name of album	Label Name	Language	Genre-Film; non-film (eg, ghazal, bhajan)	Composer, lyricist, artist (for identification purpose only)	ISRC code	Any other particulars
1								
2								

Schedule B- Consideration

Royalties payable by PPL to the Music Label under this Deed

For Krishna Digital Communications

Partner



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.

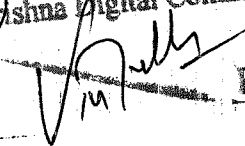
IN WITNESS WHEREOF the Music Label has hereunto set his hands to this writing and PPL has caused its CEO/authorized signatory to affix stamp and in witness hereof set his hands to this writing on the day and the year first hereinabove written.

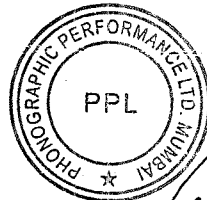
SIGNED


by the above named Music Label

ACCEPTED AND AGREED

PHONOGRAPHIC PERFORMANCE
LIMITED

For Krishna Digital Communications

Partner




(CHURESH RINIVASAN)

Title:

CEO/Authorized Signatory
C.O.D.

Name:

Place:

31 Oct. 2014

Mumbai, Date: ~~Oct.~~ 18th November 2014