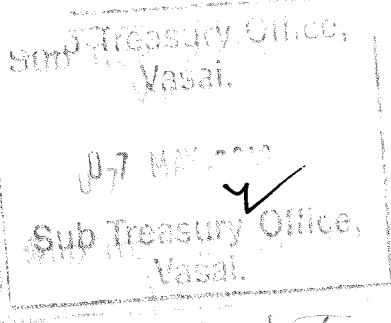
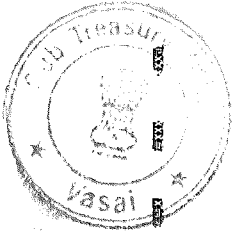




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AC 421819



Deed of Partial and Limited Transfer of non-Physical Rights in Copyright of Sound Recordings entered into at Mumbai on the 07<sup>th</sup> day of August 2018.

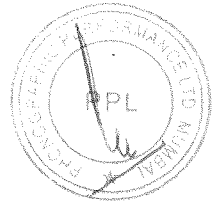
BETWEEN

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

Magnetic Marketing Pvt. Ltd., a company registered under The Companies Act, and having its registered/main office at Meenu Chamber, 1st Floor, No. 36, Wallers Road, Mount Road, Chennai - 600002, 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

Veddu Kusu

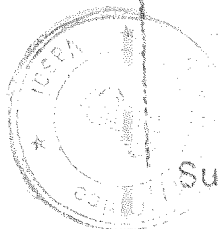




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SN 841745



Sub Treasury Office,  
Vasai.  
19 MAY 2018  
✓

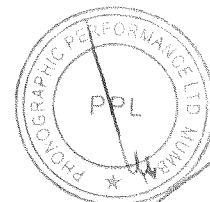
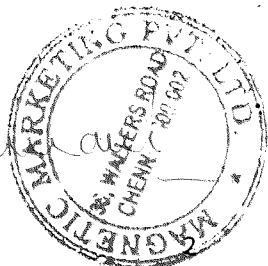
19-05-18

WHEREAS PPL is registered under the Companies Act as a company without share capital and limited by guarantee, and is not, as of date, registered u/s 33 of Copyright Act as amended in 2012.

AND WHEREAS recently the Music Label has voluntarily become a Member (i.e. member without shares) of 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 public performance, and is interested in monetisation, sub-licensing and enforcement of his repertoire.

Veduprasanna



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 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 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:**


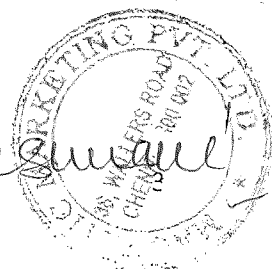
- 1.1.1 Public performance/Communication to Public (including but not restricted to 'background' music and events/shows);
- 1.1.2 Storage, embodiment, re-production, adaptation, commercial rental for above purpose.

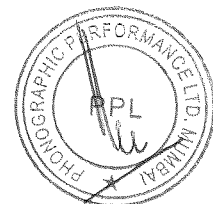
1.2 It is clarified that all rights and interests in and to copyrights in the sound recordings of the "Music Catalogue", save and except for the limited and partial transfer for above-named modes and mediums of non-physical monetisation, continue to vest with the Music Label.

**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, 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.

"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 Effective date of this present Deed shall be the first of the next calendar month.

4.2 The Duration of this Deed of Transfer of Rights in the Music Catalogue shall commence as per clause 4.1 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.

4.3 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.

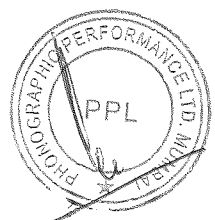
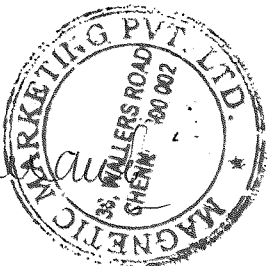
4.4 Both parties shall have the right to terminate this Deed by giving 90 (ninety) days advance notice in writing of its intention to terminate this Deed.

5. Territory

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

6. Indemnity and Warranty

*Redu Arasu*

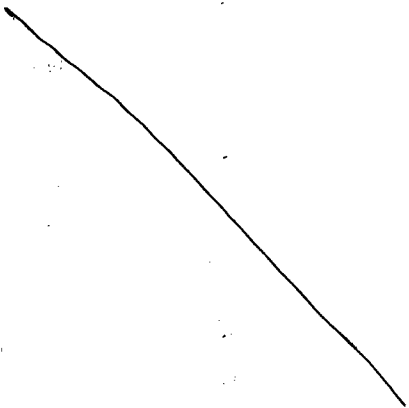
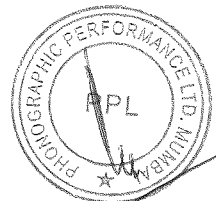
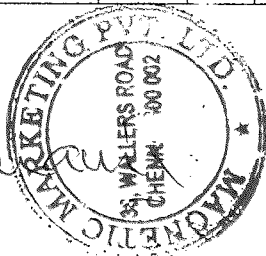


### SCHEDULE "A" - THE MUSIC CATALOGUE

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 | Name of album | Album coupling no. /UPC | Label/brand Name | Language | Genre- Film; non-film (eg, ghazal, bhajan) | ISRC code | Length (mm:ss) | Release / Publication Date/ Date of acquisition | Expiry/ Validity date | Territory restrictions, if any | Any other particulars |
|---------|--------------|---------------|-------------------------|------------------|----------|--|-----------|----------------|---|-----------------------|--------------------------------|-----------------------|
| 1       |              |               |                         |                  |          |  |           |                |   |                       |                                |                       |
| 2       |              |               |                         |                  |          |  |           |                |   |                       |                                |                       |
| 3       |              |               |                         |                  |          |  |           |                |   |                       |                                |                       |

*Vedun Akshay*



Schedule B- Consideration

Royalties/Licence fees distributable by PPL to the Music Label under this Deed

Royalty payments are subject to income-tax TDS, as applicable. It is responsibility of the Music Label to raise GST invoice, as may be applicable. Royalty payment may be temporarily withheld in event of counter-claim or dispute or legal notice or litigation etc. about copyright title, royalty sharing, etc., at the sole and final discretion of PPL, on a case to case basis.


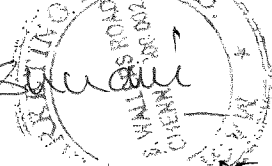
IN WITNESS WHEREOF the Music Label has hereunto set his hands to this writing and PPL has caused its authorized signatory to affix stamp and in witness hereof set his hands to this writing on the day and the year first hereinabove written.


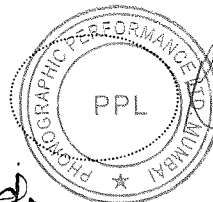
SIGNED

by the above named Music Label  
by its below-named authorised signatory

ACCEPTED AND AGREED

PHONOGRAPHIC PERFORMANCE  
LIMITED

Title: Magnetic Marketing Pvt. Ltd.

Title: CEO

Name: Ved Prakash Kulkarni

Name: Mr. Rajat Kakar