



महाराष्ट्र MAHARASHTRA

LB 637292



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

06/06/14

अ.नं. 83713 दिनांक 07/06/14
 विप्रीचे विक्रम परफॉर्मन्स ला. वर्ल्ड
 श्री/श्रीमती PHONOGRAPHIC PERFORMANCE LTD.
 रा. ... हस्तो ...
 र. रकम ... एकूण किंमती रु.
 किंमतीचा तपे मुद्रांक मिळाला: 70000.
 PHONOGRAPHIC PERFORMANCE LTD. MUMBAI-400 053.
 श्री. शैकल चिंचोलकर
 वेप्रांक क्र. (ला.नं. १२०२०१०१)

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

[Signature]
1



Venus Worldwide Entertainment Pvt. Ltd. (formerly, Venus Records & Tapes Pvt Ltd), a Company registered under the Companies Act 1956, and having its registered/main office at 106/1, Blue Diamond Bungalow, Opp. S.N.D.T College, Santacruz (W), Mumbai 400049 (India) 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 already an existing Member (i.e. member without shares) of PPL as of date and has been collecting royalty through PPL for many years for broadcasting, public performance and mobile monetisation and is interested in continued monetization of its repertoire through modes and mediums as specifically agreed hereinbelow.

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:-

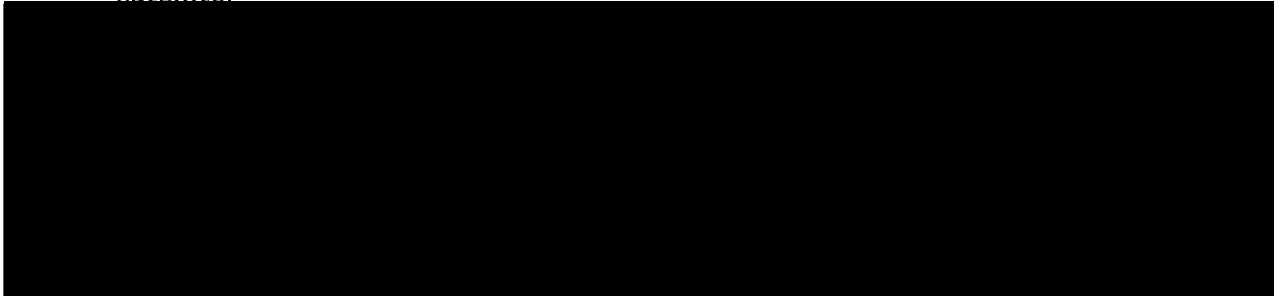
1. Partial and Limited Transfer of non-Physical Rights in sound recordings exclusively to PPL:

1.1 The Music Label hereby exclusively transfers, for the Territory, its rights in respect of below-listed non-physical modes and mediums only in its Music Catalogue (of sound recordings) existing and/or future, in favour of PPL for the agreed duration stated under Clause 4., subject to earlier determination of this Agreement by the Music Label, 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.

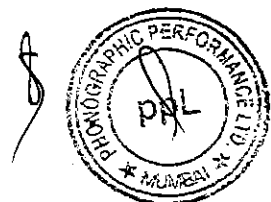
Rights exclusively licensed in non-physical Modes and Mediums:

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, A.I.R., FM, AM, satellite;



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



1.1 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.

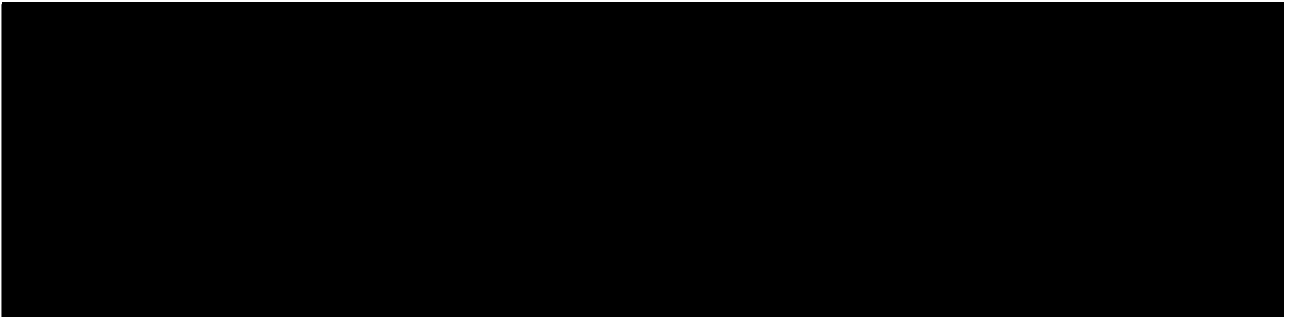
2. Definitions

"**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 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

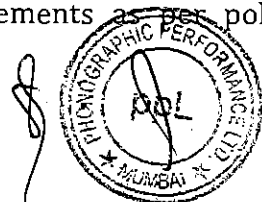
4.1 The Duration of this Deed of Transfer of Rights in the Music Catalogue commence from 01.5.2014 and shall continue as follows, unless terminated earlier by the Music Label, as mentioned hereinafter:

- (i) In respect of rights specified in para 1.1.4 hereinabove: upto 31st March 2016;
- (ii) In respect of all other rights: upto 31st March 2017.

In respect of para 4.1.(i) hereinabove, the Music Label will confirm in writing on or before 1.1.2016 as to its decision i.e. either of extending the validity beyond 1.4.2016 or letting the same to expire on 31.3.2016. In respect of para 4.1. (ii) hereinabove, the Music Label will confirm in writing on or before 1.1.2017 as to its decision i.e. either of extending the validity beyond 1.4.2017 or letting the same to expire on 31.3.2017.

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 at any point by giving PPL, 90 (ninety) days advance notice in writing of its intention to terminate this Deed, in consideration thereof, the Label agrees to cost reimbursements as per policy



decided and approved by the Board from time to time. Current Approved Board Policy is attached as Annexure A.

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

5. Territory

6. The transfer of rights in copyrighted works as contemplated hereunder shall extend to the territory of India only.

7. Indemnity and Warranty



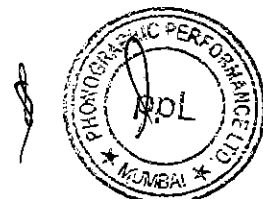
8. Miscellaneous

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

8.2 Music Label recognises that PPL has full authority, with prior intimation to the Music Label, 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 the 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 Label 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.

8.3 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.

8.4 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.



8.5 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.

8.6 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.

8.7 This Deed is first signed and executed by the Music Label and last signed, executed and completed at Mumbai by PPL.

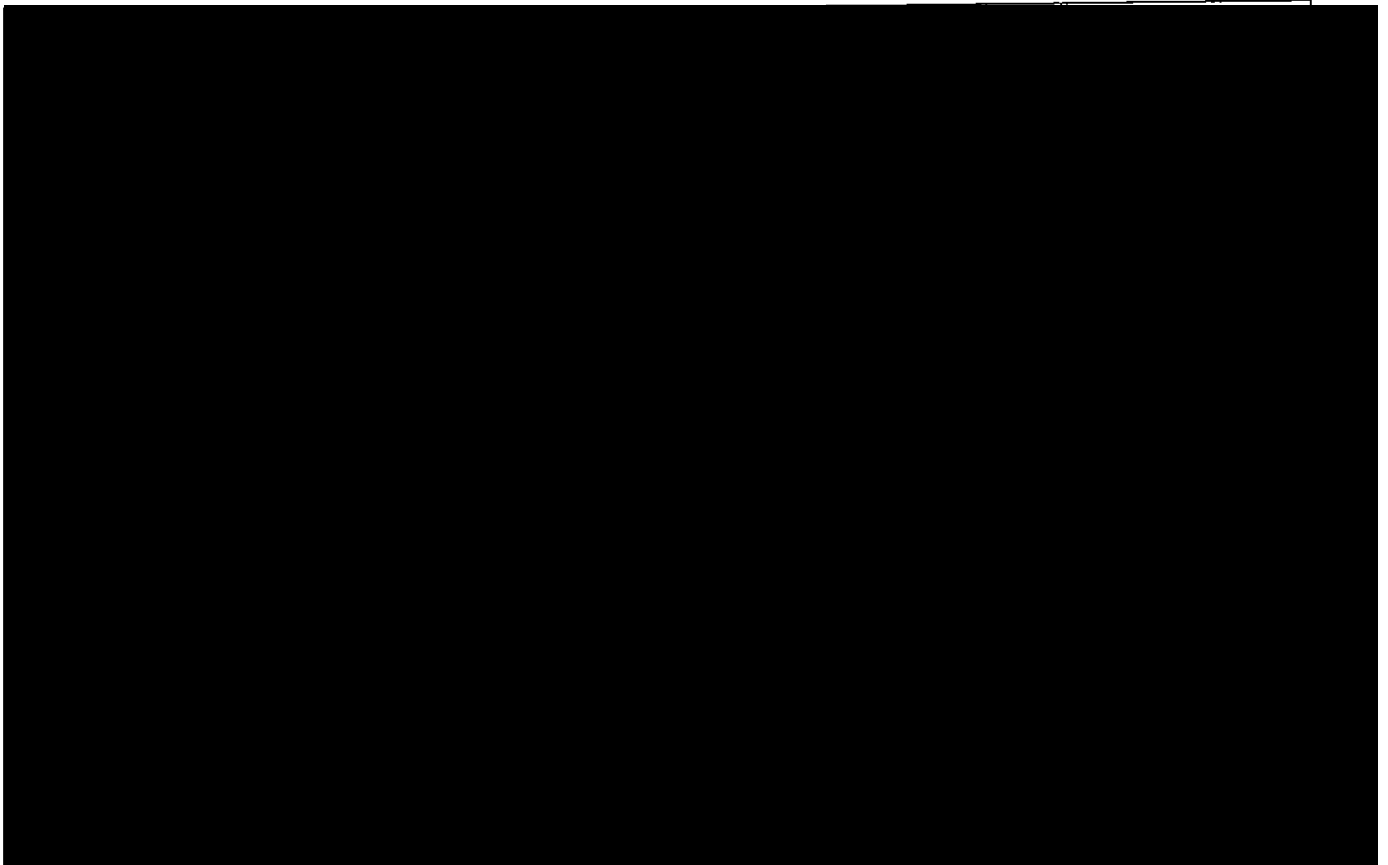
SCHEDULE "A" - THE MUSIC CATALOGUE

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)	ISRC code	Duration (length) in mm:ss	Any other particulars
1								
2								

Schedule B- Consideration

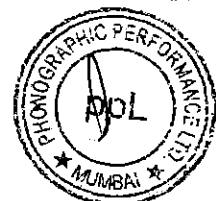
Royalties payable by PPL, out of collections, to the Music Label under this Deed



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.



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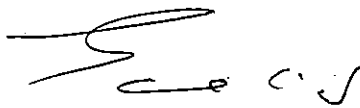
ANNEXURE A

A member issuing termination notice to PPL shall pay PPL an amount equal to six months of its/his share of contribution towards the cost of running of PPL (that is, administrative, legal, anti-piracy costs). The period of six months (forward) shall be calculated/reckoned from the date of termination taking effect.

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
**Venus Worldwide Entertainment
Pvt. Ltd.**



Title: Director

Name: Mr. Ganesh C. Jain

Place: Mumbai

Date: 26th June 2014

ACCEPTED AND AGREED

**PHONOGRAPHIC PERFORMANCE
LIMITED**

Suresh Prineesan


COO

CEO/Authorised Signatory

Mumbai, Date: 27th June 2014



महाराष्ट्र MAHARASHTRA

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

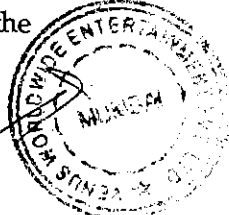
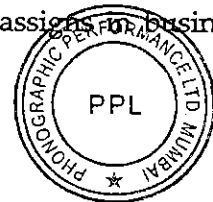
This extension agreement made By and Between

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

Venus Worldwide Entertainment Pvt. Ltd. (formerly Venus Records & Tapes Pvt. Ltd.), an existing Company registered under The Companies Act 1956, and having its registered office at 106/1, Blue Diamond Bungalow, Opp. S.N.D.T College, Santacruz (W), Mumbai - 400049 hereinafter referred to as "Music Label" (which expression shall unless repugnant to the context include its successors and assigns for business) of the OTHER PART

1 - 8



WHEREAS a Deed Of Partial & Limited Transfer Of Non-Physical Rights In Copyright Of Sound Recordings dated 26th June, 2014 was executed between PPL and Music Label (herein after referred to as the 'Principal Deed') AND WHEREAS the said Principal Deed, in respect of Mobile Telephony as contained in clause 1.1.4 thereof, was for a term commencing from 1st May, 2014 to 31st March, 2016; AND WHEREAS the said Principal Deed, in respect of all other rights was for a term commencing from 1st May, 2014 to 31st March, 2017.

AND WHEREAS the Music Label is desirous of renewing the said clauses of 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 clause 1.1.4 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, as follows:

Mobile telephony: Caller Ringback tune on Airtel, Tata Docomo, Uninor, BSNL, MTS - until 31.3.2017; Aircel - until 30.11.2016; Streaming over IVR on Spice Digital, Onmobile and UPS-Techzone - until 31.3.2017], with the following exceptions/exclusions: (a) Caller ringbacktune on Vodafone and Idea telcos wef 1.4.2016; and (b) downloads, streaming etc on Airtel-Wynk platform wef 1.9.2016.

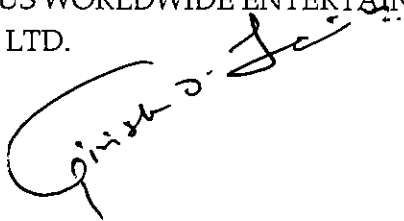
Further, the Term of all other rights as contained in clauses 1.1.1 (viz. public performance), 1.1.2 (viz. radio broadcasting) and 1.1.3 (viz. On-line simulcasting) of the Principal Deed is hereby renewed and extended for a further period 1 (one) year effective from 1st April, 2017 and shall be valid up to 31st March, 2018.

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
VENUS WORLDWIDE ENTERTAINMENT
PVT. LTD.




Title:

Name:

2nd April 2016

ACCEPTED AND AGREED

PHONOGRAPHIC PERFORMANCE
LIMITED


(SURESH SRINIVASAN)

COO/ Authorised Signatory

Place: Mumbai

Mumbai, Date: 31st March 2016



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2017

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Sub Treasury
Vasai.


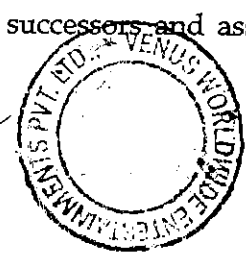


2nd EXTENSION OF 'DEED OF PARTIAL & LIMITED TRANSFER OF NON-PHYSICAL RIGHTS IN COPYRIGHT OF SOUND RECORDINGS'

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

Venus Worldwide Entertainment Pvt. Ltd. (formerly Venus Records & Tapes Pvt. Ltd.), an existing Company registered under The Companies Act 1956, and having its registered office at 106/1, Blue Diamond Bungalow, Opp. S.N.D.T College, Santacruz (W), Mumbai - 400049 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

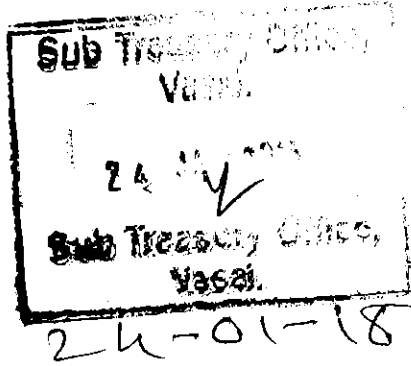







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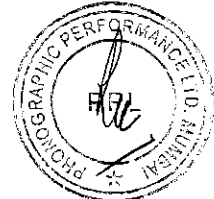
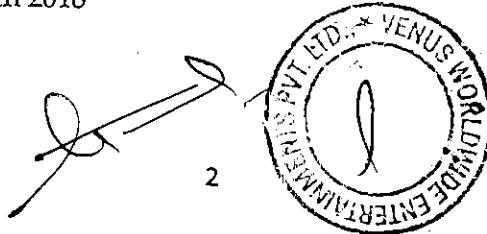
2017

SS 479461



WHEREAS a Deed Of Partial & Limited Transfer Of Non-Physical Rights In Copyright Of Sound Recordings dated 26th June, 2014 was executed between PPL and Music Label (herein after referred to as the 'Principal Deed') AND WHEREAS the said Principal Deed, in respect of Mobile Telephony as contained in clause 1.1.4 thereof, was for a term commencing from 1st May, 2014 to 31st March, 2016; AND WHEREAS the said Principal Deed, in respect of all other rights was for a term commencing from 1st May, 2014 to 31st March, 2017.

AND WHEREAS the said Principal Deed was extended, as per the 1st Renewal dated 31st March 2016, in respect of Mobile Telephony as contained in clause 1.1.4. thereof, for a further period of 1 (one) year effective from 01st April, 2016 up to 31st March 2017; AND WHEREAS in respect all other rights contained in clauses 1.1.1 (viz. public performance), 1.1.2 (viz. radio broadcasting) and 1.1.3 (viz. On-line simulcasting) the Principal Deed was extended upto 31st March 2018



AND WHEREAS the Music Label is desirous of renewing the 1st Renewal Deed, in respect of 1.1.1 (viz. public performance), 1.1.2 (viz. radio broadcasting) and 1.1.3 (viz. On-line simulcasting) the Principal Deed, together with B2Bs, for a further period of one year, on the same terms and conditions as laid down in the Principal Deed.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. TERM

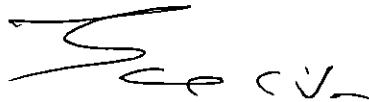
The Term of 1st Renewal, together with B2Bs, in respect of the aforementioned clause 1.1.1 (viz. public performance), 1.1.2 (viz. radio broadcasting) and 1.1.3 (viz. On-line simulcasting) of the Principal Deed, is hereby renewed and extended for a further period 1 (one) year effective from 1st April, 2018 and shall be valid up to 31st March, 2019. None of the other rights are renewed.

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. This Deed is entered into at MUMBAI.

SIGNED

by the above named Music Label
VENUS WORLDWIDE ENTERTAINMENT
PVT. LTD.



Title: Director
Name: Mr. Ganesh Jain
Place: Mumbai
Date: 30 January 2018

ACCEPTED AND AGREED

PHONOGRAPHIC PERFORMANCE
LIMITED



Authorised Signatory
Mr. Rajat Kakar
Place: Mumbai
Date: 30th January 2018



महाराष्ट्र MAHARASHTRA

2018

AL 150537



Sub-Treasury Officer,
Vasai.
12 NOV 2019
Sub-Treasury Officer,
Vasai.

Deed of Partial and Limited Transfer of non-Physical Rights in Copyright of Sound Recordings entered into at Mumbai on the 21st day of January 2019

12/11/18

BETWEEN

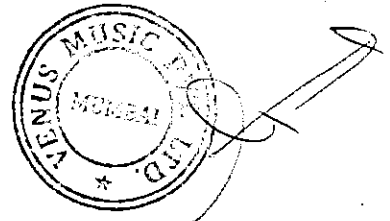
PHONOGRAPHIC PERFORMANCE LIMITED, a Company registered under the Companies Act 1956, having its CIN U74999MH1941GAP142271 and registered Office at, Crescent Towers, 7th Floor, B-68 Veera Estate, off New Link Road, Andheri (W), Mumbai - 400 053, hereinafter referred to as "PPL" (which expression shall unless repugnant to the context, include its successors and assigns) of the ONE PART.

AND

VENUS MUSIC PRIVATE LTD., a Company registered under the Companies Act 2013, having its CIN No. U22300MH2018PTC309504 registered office at O1, Blue Diamond, Bungalow A, Juhu Tara Road, Santacruz West, Mumbai, Mumbai City, Maharashtra, India - 400049 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



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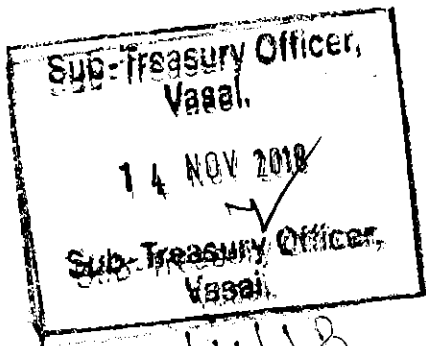




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2018

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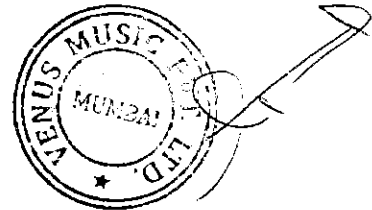
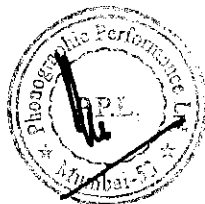


WHEREAS PPL is registered under the Companies Act, 1956 as a company without share capital and limited by guarantee, and is not, as of date, registered u/s 33 of Copyright Act.

AND WHEREAS the Music Label was previously part of Venus Worldwide Entertainment Pvt. Ltd. and the said Venus Worldwide Entertainment Pvt. Ltd. was a Member (i.e. member without shares) of PPL since September 1990 and have been monetizing and collecting royalty through PPL for many years for broadcasting, public performance etc.

AND WHEREAS Venus Worldwide Entertainment Pvt. Ltd. executed with PPL Deed of Partial and Limited Transfer of non-Physical Rights in Copyright of Sound Recordings dated 27th June, 2014 assigning to PPL its rights in the sound recording catalogue ('the Music Catalogue' defined hereafter) vested in and owned/exclusively controlled by the them at present and also in future. The terms and conditions are more specifically enumerated in the Deed dated 27th June, 2014.

2



AND WHEREAS Venus Worldwide Entertainment Pvt. Ltd have, vide their renewal agreements dated 31st March, 2016 and 30th January, 2018, extended the term of the Deed dated 27th June, 2014.

AND WHEREAS Venus Worldwide Entertainment Pvt. Ltd. have informed PPL, vide their letter dated 18th January, 2019, that the Scheme of Arrangement between Venus Worldwide Entertainment Pvt. Ltd (demerged Company) and the Music Label (Resulting Company) and their respective shareholders for demerger of the Music Division (Demerger undertaking) of Venus Worldwide Entertainment Pvt. Ltd. into the Music Label was approved by the National Company Law Tribunal, Mumbai bench on 6th December, 2018. Hereto annexed as Annexure B is the order passed by National Company Law Tribunal, Mumbai bench on 6th December, 2018. The Demerger is effective from 16th January, 2019.

AND WHEREAS Music Label vide their letter dated 6th February, 2019 have confirmed the above Scheme of Arrangement mentioned in the recital hereinabove and have expressed its desire to continue the membership of Venus Worldwide Entertainment Pvt. Ltd. in their name with PPL and further execute all necessary deeds and documents for continued monetization of its repertoire through modes and mediums as specifically agreed hereinbelow.

AND WHEREAS the Music Label is desirous of transferring its rights in the sound recording catalogue 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 only in its Music Catalogue (of sound recordings) existing and/or future, in favour of PPL for the agreed duration stated under Clause 4,, subject to earlier determination of this Agreement by the Music Label, 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.

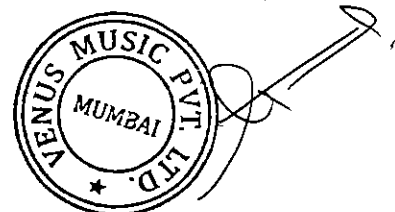
Rights exclusively transferred in non-physical Modes and Mediums:

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, A.I.R., FM, AM, satellite;

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

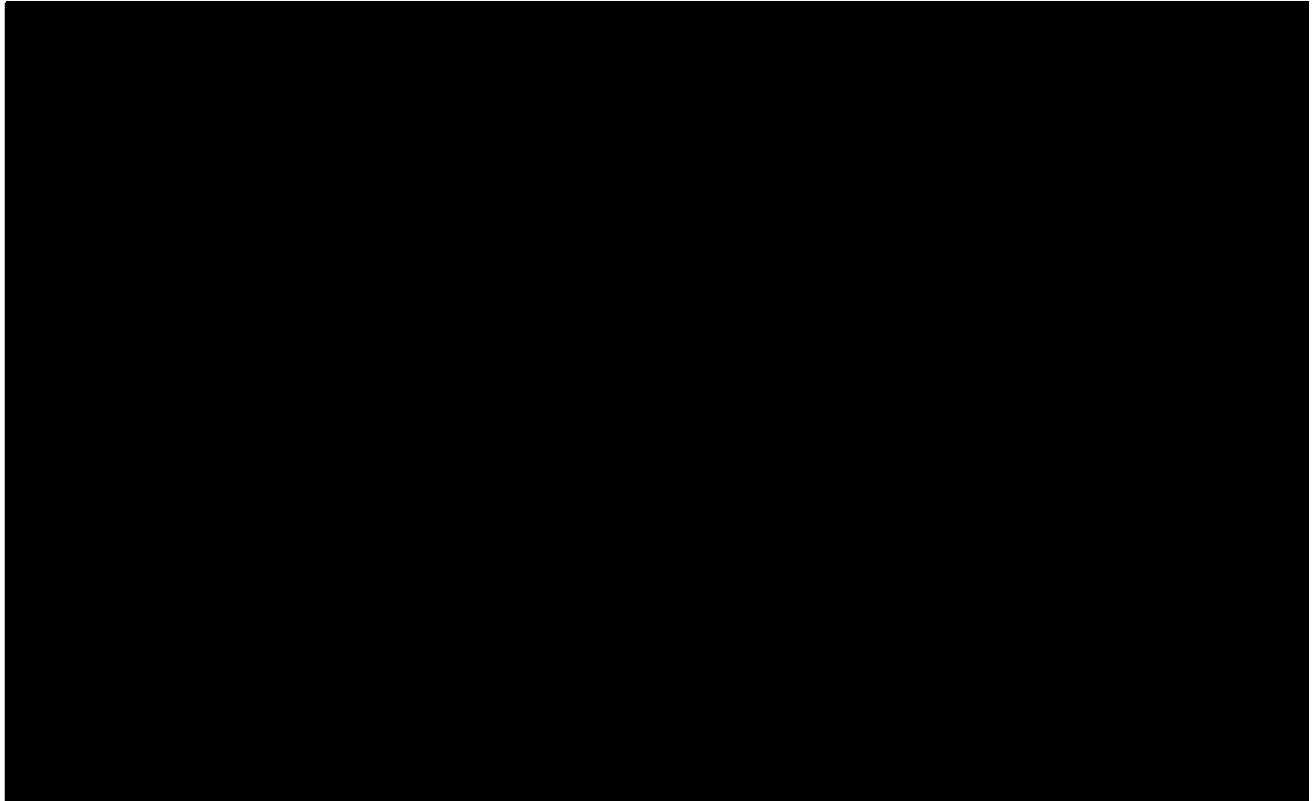
1.2 It is clarified that all rights and interests in and to copyrights in the sound recordings of the "Music Catalogue", save and except for the limited and partial transfer for above-named modes and mediums of non-physical monetisation, continue to vest with the Music Label.



5. Territory

The transfer of rights in copyrighted works as contemplated hereunder shall extend to the territory of India only.

6. Indemnity and Warranty



7. Miscellaneous

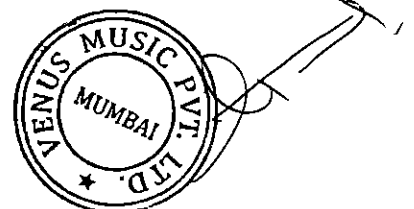
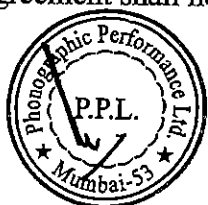
7.1 The Music Label agrees that PPL is entitled to grant licenses u/s 30 of Copyright Act, on ownership basis (as covered by sub-Section 18(2) of Copyright Act) for all its repertoire acquired from various other owners inclusive of the Music Catalogue forming subject-matter of this Deed.

7.2 Music Label recognises that PPL has full authority, with prior intimation to the Music Label, 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 the 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 Label 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.

7.7 This Deed is first signed and executed by the Music Label and last signed, executed and completed at Mumbai by PPL.

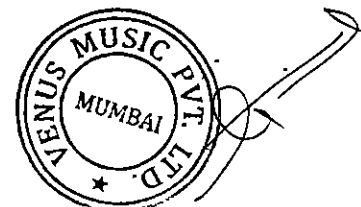
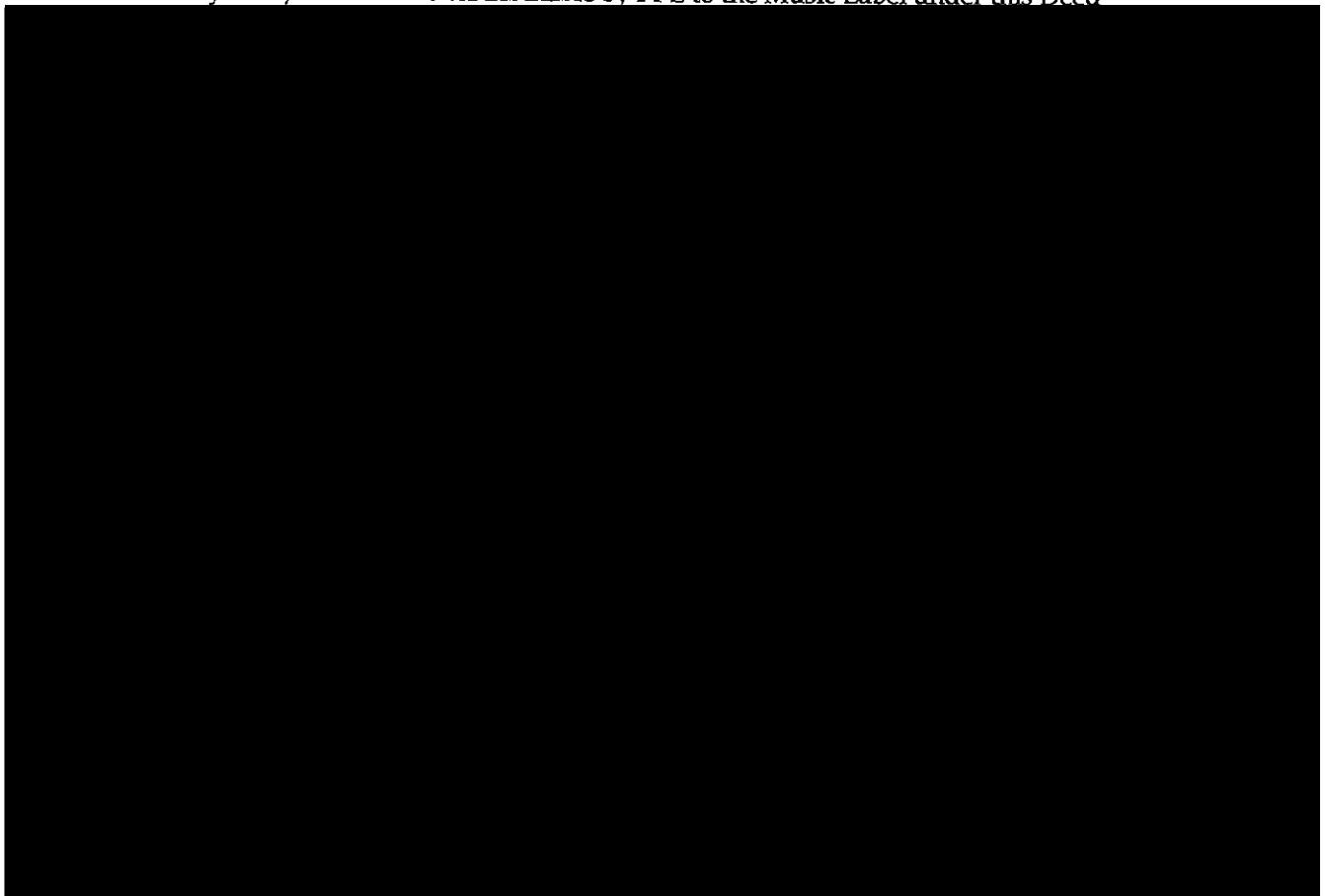
SCHEDULE "A" - THE MUSIC CATALOGUE

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

S r. n o	Na me of son g	Na me of albu m	Albu m coupli ng no. /UPC	Labe l/ bran d Nam e	Langua ge	Genr e- Film; non- film (eg, ghaz al, bhaja n)	ISR C od e	Lengt h (mm: ss)	Release / Publicati on Date/ Date of acquisiti on	Expir y/ Validi ty date	Territory restrictio ns, if any	Any other particul ars
1												
2												
3												

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

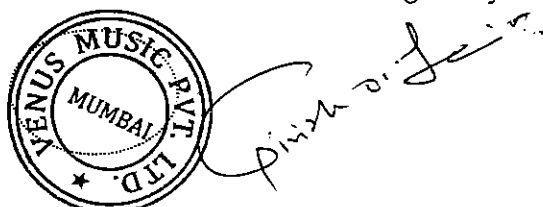
ANNEXURE A

A member issuing termination notice to PPL shall pay PPL an amount equal to six months of its/his share of contribution towards the cost of running of PPL (that is, administrative, legal, anti-piracy costs). The period of six months (forward) shall be calculated/reckoned from the date of termination taking effect.

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
by its below-named authorised signatory



Title: AUTHORISED SIGNATORY

Name: MR. GIRISH JAIN

ACCEPTED AND AGREED

PHONOGRAPHIC PERFORMANCE
LIMITED



Title: CEO

Name: Mr. Rajat Kakar