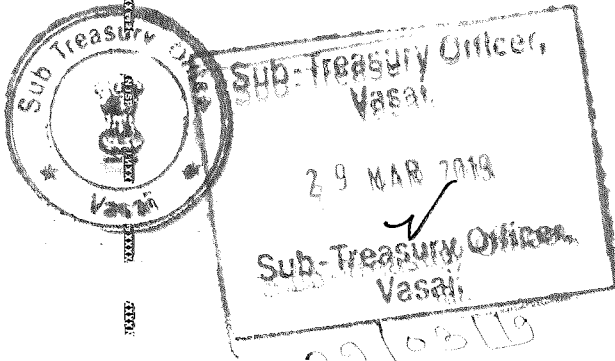




महाराष्ट्र MAHARASHTRA

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AN 795227



Deed of Partial and Limited Transfer of non-Physical Rights in Copyright of Sound Recordings entered into at Mumbai on the 3rd day of May 2019

BETWEEN

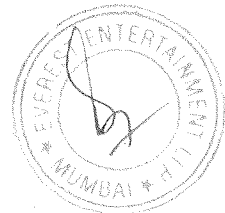
PHONOGRAPHIC PERFORMANCE LIMITED, a Company registered under the Companies Act, 1956 having its Registered Office at, Crescent Towers, 7th Floor, B-68 Veera Estate, off New Link Road, Andheri (W), Mumbai - 400 053, hereinafter referred to as "PPL" (which expression shall unless repugnant to the context,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

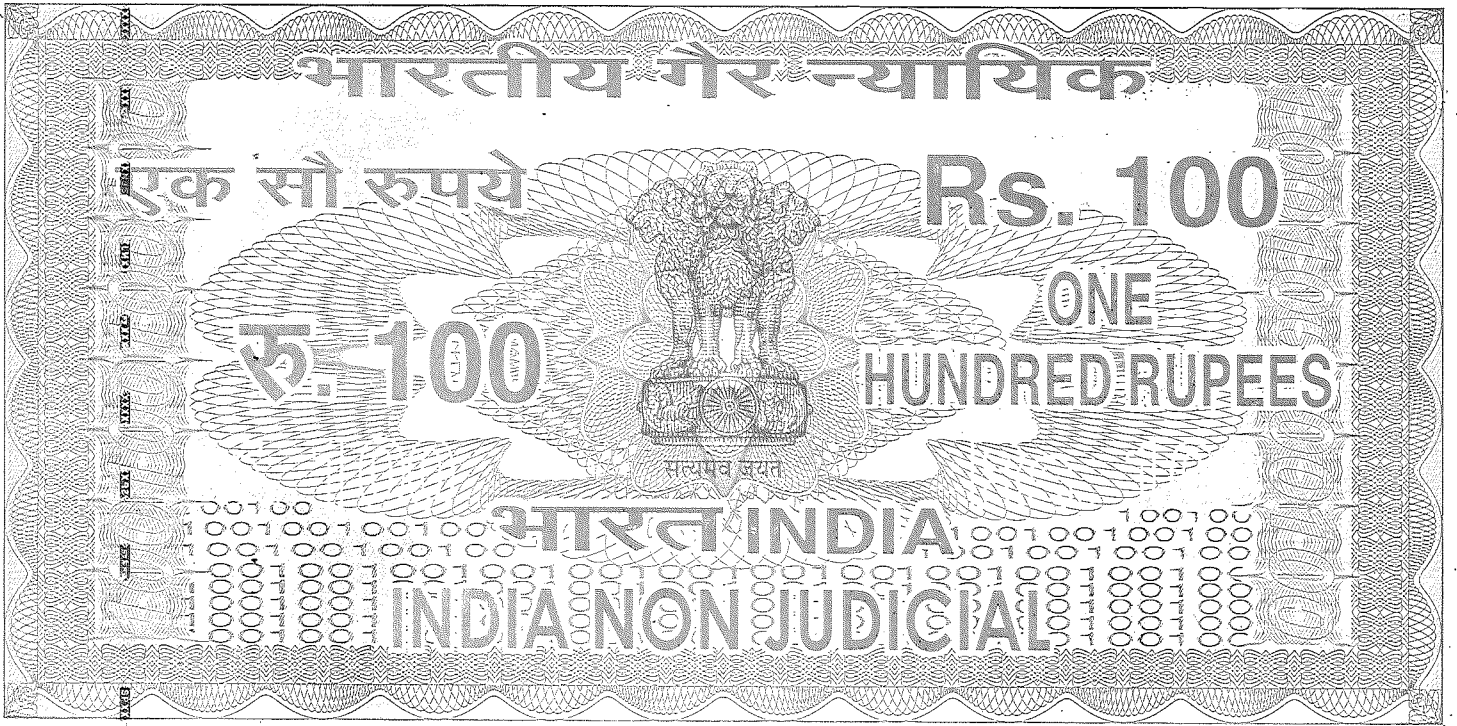
AND

Everest Entertainment LLP, a Company registered under The LLP Act 2008, and having its registered/main office at 7, Ratandeeep, 29 Juhu Tara Road, Santacruz (W), Mumbai - 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



1

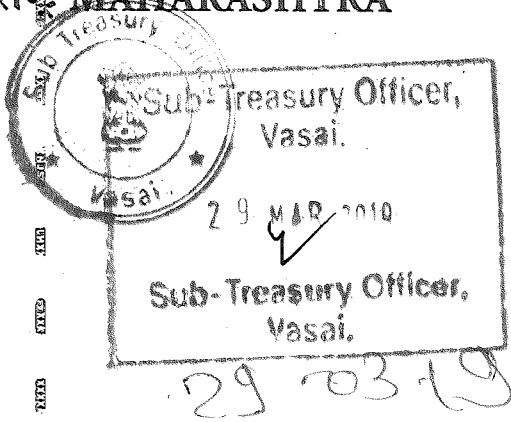




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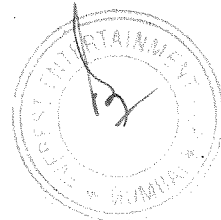
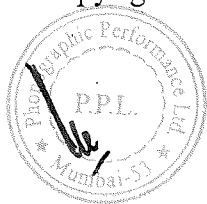
2018

US 788766



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 the Music Label vide the present Deed transfers 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 during the Term (defined below); in below-specified "non-physical" modes and mediums, in consideration of the proportionate royalty earnings receivable from monetization and enforcement of the Music Catalogue by PPL, primarily by licensing to various licensees as owner u/s 30 of Copyright Act with respect to such 'non-physical' modes and mediums.



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 are:

- 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;
- 1.1.4 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

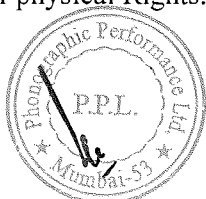
"**Music Catalogue**" shall mean all past present and future Sound Recording works published or unpublished in which Copyright subsists, including derivatives or variations or portions or embodiments thereof, together with associated meta-data, art-work, images, promotional and ancillary material, which 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.

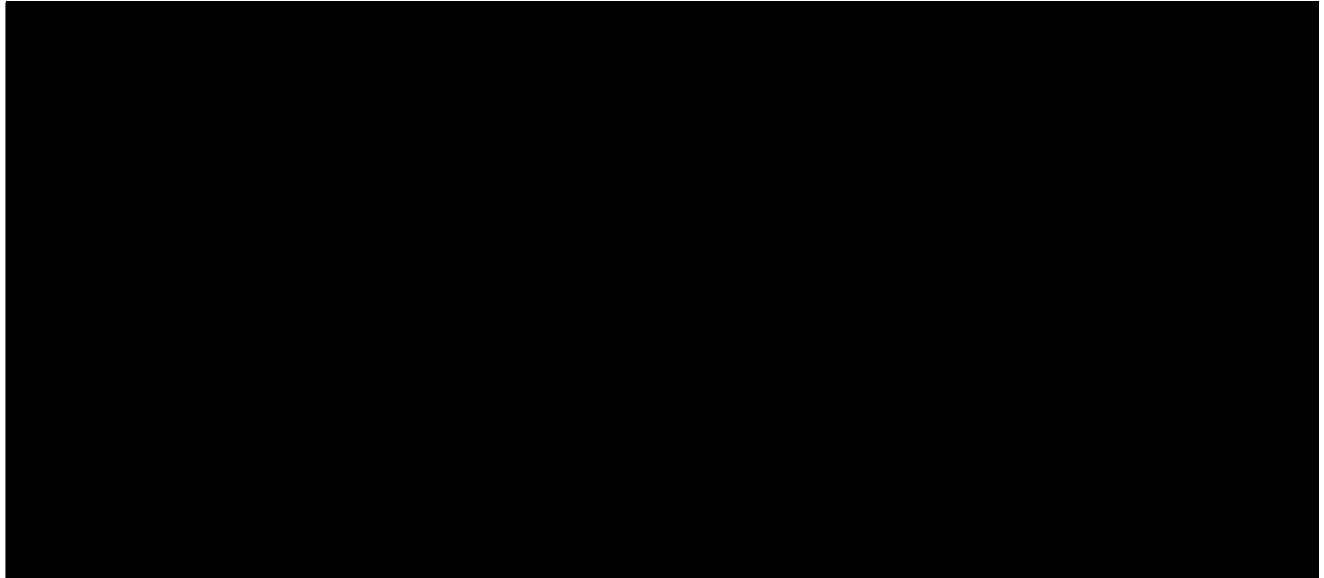
For the avoidance of doubt, "**Non-physical**" includes all non-physical means, mediums, technologies, processes, modes including electronic, wired and wireless, but save and except vinyl record, cassette tape, compact disc and video disc.

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

"**Excluded Rights**" shall mean all the remaining rights other than the Non-physical Rights granted to PPL under this Agreement. It is specifically agreed that Mobile Rights, Digital Rights, Internet Rights (save and except Internet radio rights), OTT Rights, etc. are specifically excluded from the Non-physical Rights.



3. Consideration



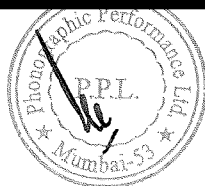
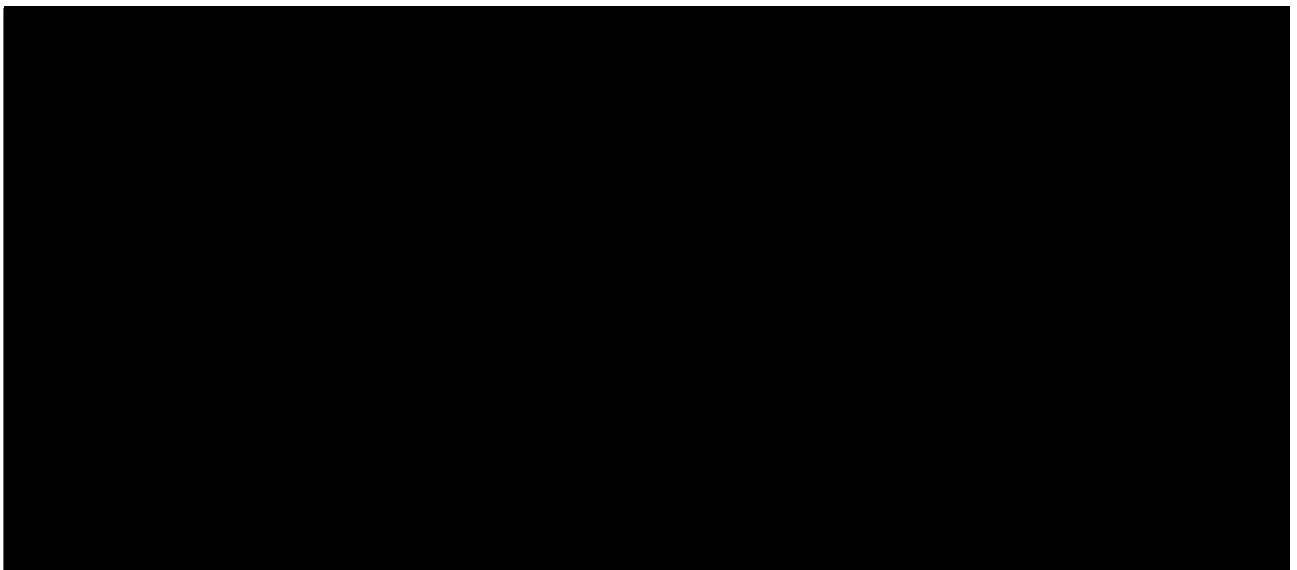
4. Effective Date, Duration and Termination

- 4.1 The Duration of this Deed of Transfer of Rights in the Music Catalogue commences from 1st April 2019 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 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.
- 4.3 On the expiry of 90 days' notice, the Music Label will be at liberty to monetize it's Rights in the Music Catalogue. In other words, with the expiry of this 90 (ninety) days' notice period, the rights granted by PPL to any third party shall also cease to exist and PPL shall pay the consideration to the Music Label even for the exploitation done during this 90 (ninety) days' notice period.

5. Territory

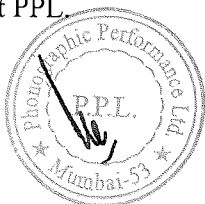
- 5.1 The transfer of rights in copyright contemplated hereunder shall extend to the territory of India, including transmission out of India.
- 5.2 In addition, the transfer of rights in copyright hereunder shall extend to overseas territories also, through and by way of reciprocal arrangements between PPL and foreign copyright societies/collective music licensing bodies of sound recordings, subject to the exceptions listed in Schedule C hereto.

6. Indemnity and Warranty



7. Miscellaneous

- 7.1 Music Label recognizes 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.
- 7.2 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.
- 7.3 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.
- 7.4 All third party rights are excluded and no third parties shall have any right to enforce this Deed against PPL.



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.

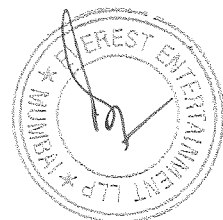
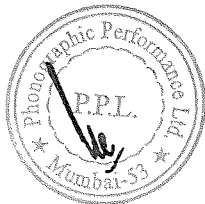
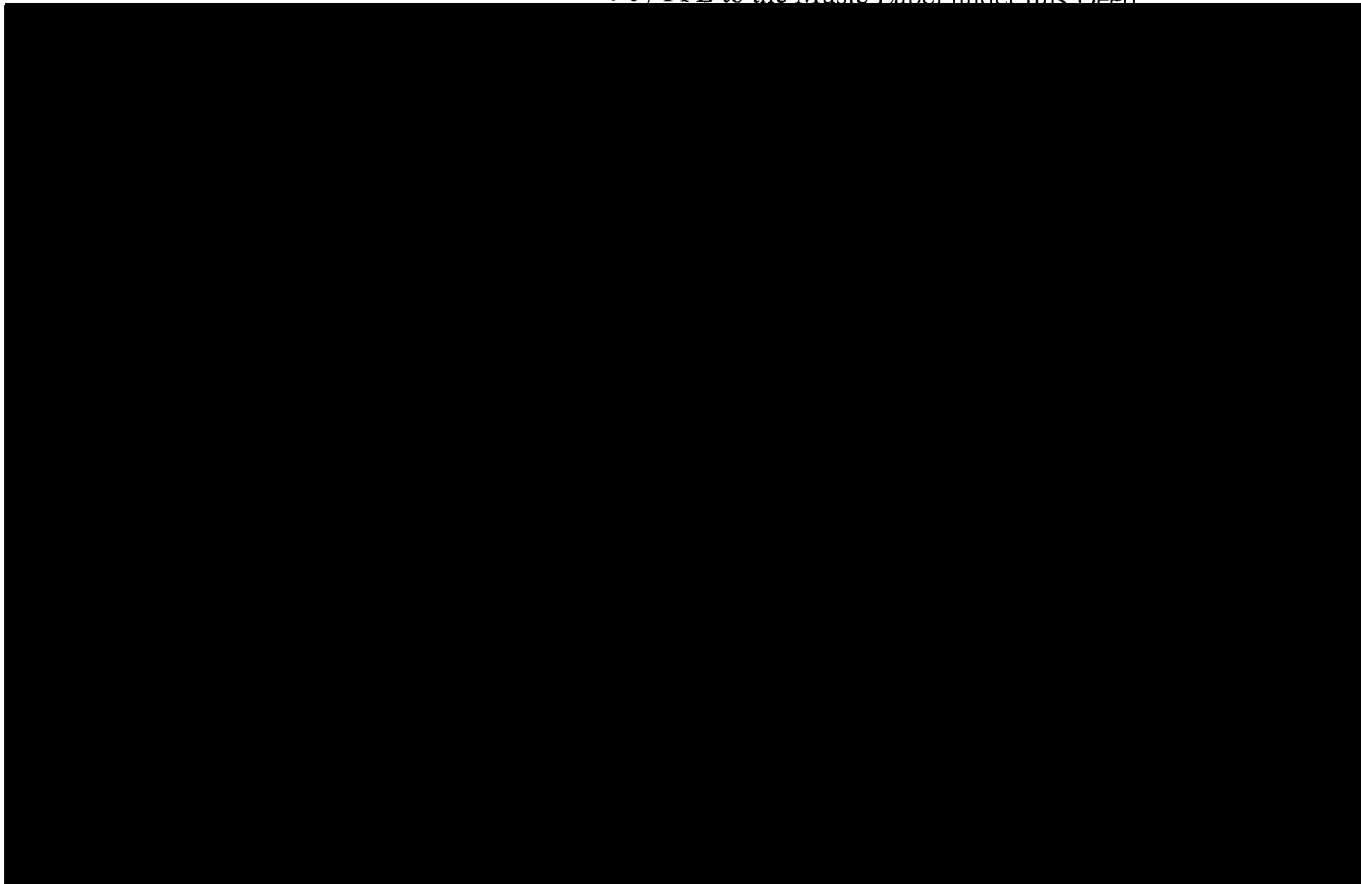
SCHEDULE "A" - THE MUSIC CATALOGUE

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												

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., provided there is any prima facie finding of a court against the Music Label in the proceeding arising out of such claims / notices, after giving a written intimation to the Music Label for the same, on a case to case basis.

Schedule C- Excluded overseas territories from reciprocal arrangement

Sr. No.	Territory to be excluded from reciprocal arrangement

IN WITNESS WHEREOF the Parties have hereunto set their hands to this writing and have caused their authorized signatories to affix their stamps and in witness hereof set their hands to this writing on the day and the year first hereinabove written.

SIGNED

EVEREST ENTERTAINMENT LLP

ACCEPTED AND AGREED

PHONOGRAPHIC PERFORMANCE LIMITED



Title: PARTNER.....

Name: SANJAY CHHABRIA..



Title: CEO

Name: Mr. Rajat Kakar