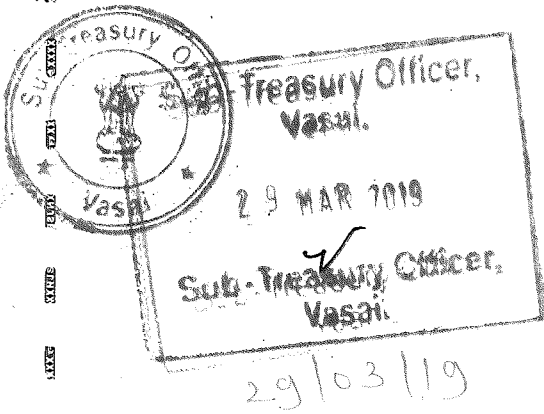




महाराष्ट्र MAHARASHTRA

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AN 795241



Deed of Partial and Limited Transfer of non-Physical Rights in Copyright of Sound Recordings entered into at Mumbai on the 22<sup>nd</sup> day of July 2019

BETWEEN

PHONOGRAPHIC PERFORMANCE LIMITED, a Company registered under the Companies Act, 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

DRJ Records Industries Pvt. Ltd., a Company registered under The Companies Act 2013, and having its registered/main office at 403, Royal Plaza, New Link Road, Near Infinity Mall, Andheri West-Mumbai-400053 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

DRJ RECORDS INDUSTRIES PRIVATE LIMITED

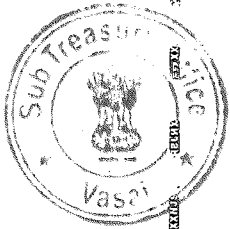
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2018

UT 757311



Sub-Treasury Officer,  
Vasai.  
14 JUN 2019  
Sub-Treasury Officer,  
Vasai.

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, radio broadcasting, etc. and is interested in monetization, sub-licensing and enforcement 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 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 monetization and enforcement of the Music Catalogue by PPL, primarily by licensing to various licensees as owner u/s 30 of Copyright Act.

*[Handwritten signature]*

For DRJ RECORDS INDUSTRIES PRIVATE LIMITED

*[Handwritten signature]*  
DIRECTOR

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 favor 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 monetization 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;
- 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 monetization, 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.

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.



*[Handwritten signature]*

For DEJ RECORDS INDUSTRIES PRIVATE LIMITED  
*[Handwritten signature]*  
DIRECTOR

### 3. Consideration

3.1 PPL agrees to pay to the Music Label consideration on revenue sharing basis for exploitation of the rights transferred hereunder as mentioned in Schedule B to this Deed.

3.2 Music Label agrees that above consideration is fair, just, reasonable and adequate and commensurate with market standards and practices. Music Label understands and agrees that it cannot have any claim of share out of the royalty or revenues collected by PPL by way of monetization and enforcements of its repertoire transferred from other music labels.

### 4. Effective Date, Duration and Termination

4.1 The Effective date of this present Deed shall be 1<sup>st</sup> of August 2019.

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 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.

4.4 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 license 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 license.

### 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 in copyright template 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

6.1 The Music Label doth hereby covenants with PPL that the Music Label has good and clear title and complete power to transfer the rights in the manner aforesaid to PPL, free from dispute, claim or encumbrance and its copyright is supported by adequate documentation. Music Label hereby warrants that the Music Catalogue does not or will not infringe the copyrights in any other works; and that the Music Label will at all times hereafter keep PPL harmless and indemnified against all demand, claim, loss, damage, and make good all costs, charges, penalties, and expenses which PPL may suffer or incur in respect of any demand, claims, litigations which may be made upon or against PPL in respect or as a result of any of the rights which are hereby transferred or purported to be transferred to PPL. Music Label further agrees and warrants that the Music Label shall and will do and/or cause to execute and make all such acts, deeds, powers of attorney, assignment and assurances for further perfecting the title of PPL to the rights transferred for its monetization and enforcement as PPL may from time to time reasonably require.



*[Handwritten signature]*

For DRG RECORDS INDUSTRIES PRIVATE LIMITED  
*[Handwritten signature]*  
DIRECTOR

- 6.2 The Music Label undertakes not to do any act that would under-mine or restrict the exclusivity of this transfer; and further agrees that any such act shall be null and void ab initio and will not be binding on PPL.
- 6.3 Music Label affirms that it shall not raise any claim or dispute on PPL in respect of alleged direct or indirect loss or loss of gains/profits attributable to or related to PPL's licensing policies, tariff, rules, decisions, operations/functioning and contractual terms or arrangements.
- 6.4 PPL agrees not to further assign the proprietary rights transferred herein to any third-party.
- 6.5 If any proceedings have been instituted by or against PPL in respect of member's works, either in the name of PPL or of the Member, and such Member ceases to be a Member during the pendency of the proceedings, any rights which are the subject of such proceedings and which had been so vested in PPL by virtue of his membership and assignment, shall remain so vested or controlled until such proceedings are finally disposed of.

## 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 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.
- 7.3 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 All third party rights are excluded and no third parties shall have any right to enforce this Deed against PPL.
- 7.6 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.
- 7.7 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



RECORDS INDUSTRIES

DIRECTOR

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.

7.8 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	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

Sr. no.	Method or mode of non-physical monetisation	Basis of computing the royalty/licence fees to the Music Label	Frequency of payment to the Music Label by PPL
1	Radio broadcasting	Pro-rata to the actual tracks monetised as reported by Licencee, from out of net Royalty collected by PPL (i.e. after recoupment of PPL's costs and margin)	At least quarterly, within 4-5 months from end of every quarter
2	Public Performance	(a) Pro-rata to the actual tracks monetised as reported by Licencee, from out of net Royalty collected by PPL (i.e. after recoupment of PPL's costs and margin), wherever track details are reported by Licencee; (b) else and otherwise, in a mix ratio of physical sales, PPL non-physical royalties, content/market shares and other parameters/indicators etc., the weightages, territorial and other computations of which to be determined by PPL annually.	At least 3 times a year (comprising: 2 interim on-account and 1 full & final)

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.



For DR/RECORDS INDUSTRIES PRIVATE LIMITED  
  
 DIRECTOR

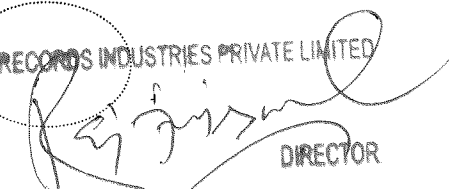
Schedule C- Excluded overseas territories from reciprocal arrangement

Sr. No.	Territory to be excluded from reciprocal arrangement

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

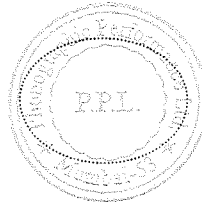
For **DRJ RECORDS INDUSTRIES PRIVATE LIMITED**  
  
DIRECTOR

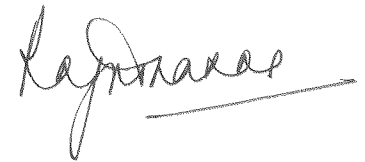
Title:.....

Name: ...**Mr. RAI JAISWAL**...

**ACCEPTED AND AGREED**

PHONOGRAPHIC PERFORMANCE  
LIMITED





Title: MD & CEO

Name: Mr. Rajat Kakar