



महाराष्ट्र MAHARASHTRA



01/9/14

क. मधुरी आर. दोशी
 के. रुचभ इरोक्स टाईपींग मेंटर,
 इकाय नं. 8, शांती कुटीर, तुलीज रोड,
 श्री. PHONOGRAPHIC PERFORMANCE LTD. LE 316965
 वरसे Crescent Towers, 7th Floor. 34096
 पुष्पाकृष्ण वेरा एस्टेट,
 नई लिंक रोड,
 Andheri (W), MUMBAI- 400 053 5 SEP 2014
 M-R. D.S.

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

Living Media India Ltd, a Company registered under The Companies Act 1956, and having its registered/main office at 3rd Floor, The India Today Group, Music Today, FC - 8, Sector 16A, Gautam Budh Nagar, Noida 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

PPL and The Music Label are hereinafter referred to as "Party" individually and as "Parties" collectively.

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 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, radio, etc., and is interested in continued monetisation of the Music Label's 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, 1957.

NOW THIS DEED WITNESSETH as follows:-

1. Partial and Limited Transfer of non-Physical Rights in sound recordings exclusively to PPL, for exercise in the Territory only:

1.1 The Music Label hereby assigns, for the Territory and the Term, the rights only in respect of below-listed non-physical modes and mediums in its existing and/or future Music Catalogue of sound recordings (hereinafter referred to as "Rights") in favour of PPL and PPL accepts such transfer. This Deed is a partial assignment of rights u/s 18 and 19 of Copyright Act. It is clarified that the Rights in relation to the media and formats exclusively assigned hereby are on ownership basis to that extent, with full rights for monetization and for enforcement of such Rights, 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 for events and shows (including but not restricted to 'background' music;
- 1.1.2 Communication to the public by way of radio broadcasting, including but not restricted to terrestrial radio, All India Radio (FM and AM), and Community Radio;
- 1.1.3 Reproduction and communication to the public, only for the purpose of using the Music Catalogue and parts thereof in the form of: (a) caller ringback tune – all telcos and aggregators; (b) mobile IVR streaming, except Hungama and India Today/Music Today service.

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 in which Copyright subsists, 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;

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



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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 Term: The Duration of this Deed of Transfer of Rights in the Music Catalogue commence from 01.5.2014 and shall be the upto 31.3.2016, unless terminated earlier as per the terms and conditions of this Deed. The Music Label will confirm in writing on or before 1.1.2016 as to whether Music Label is desirous of extending the validity beyond 1.4.2016 or letting the same to expire on 31.3.2016.
- 4.2 In the event that such intimation is not received by 1.1.2016, the term of this Deed will be extended for another 1 year, i.e., till 31.3.2017. In the event that the Music Label chooses to terminate the agreement, the assignment of Rights granted hereunder shall come to an end with effect from 1.4.2016, and thereafter Music Label shall be at liberty to carry out exploitation of the Rights granted herein on its own or through any other third party.
- 4.3 Parties agree that this transfer of rights shall not be subject to lapse under Section 19(4) of Copyright Act.
- 4.4 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 the Rights.
- 4.5 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:
- 4.5.1 PPL fails to pay the agreed consideration for consecutive two quarters; or
- 4.5.2 PPL is wound up by an order of a Court having jurisdiction; or
- 4.5.3 PPL has committed a material breach of this agreement and has failed to rectify the same within 15 days from receipt of notice thereof from the Music Label; or
- 4.5.4 It is held by a court of law that PPL is not entitled to administer the Rights granted herein or any of the Rights granted herein.



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4.6 Upon termination, PPL shall no longer exercise any right granted to it in exercise of this Agreement, save and except for existing licensing contracts. PPL shall also ensure that it gives an undertaking to this effect to the Music Label. It is made clear, however, that even in respect of the existing licensing contracts, the details thereof shall be disclosed to Music Label and PPL shall ensure that the said contracts are novated in favour of Music Label upon the termination of this Deed.

4.7 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, and for which Music Label has received payment in terms hereof, shall continue to subsist for the duration of such licence, subject to the novation required to be carried out in terms of 4.6 above.

5. Territory

5.1 The transfer of rights in copyright 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 Rights granted in respect 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 the



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Rights granted herein. Music Label recognises and agrees that in relation to the Rights granted herein, 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 in Delhi 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)	Composer, lyricist, artist (for identification purpose only)	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.

Schedule B- Consideration

Royalties payable by PPL to the Music Label under this Deed



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Royalty payments are subject to service-tax and TDS, as may be applicable.

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.

ACCEPTED AND AGREED

SIGNED

by the above named Music Label
Living Media India Ltd.



Ashish Bagga

Title: Director / Authorised Signatory
Name: ASHISH BAGGA
Place: Delhi NCR CEO-GROUP
___ Sept. 2014

PHONOGRAPHIC PERFORMANCE
LIMITED

Suresh Srinivasan

(SURESH SRINIVASAN)

^{CEO}
CEO/ Authorised Signatory



Mumbai, Date: 29th Sept. 2014