

महाराष्ट्र MAHARASHTRA

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YL 679675



जिल्हा कोषागार कार्यालय, ठाणे

9 AUG 2021

मुद्रांक प्रमुख लिपीक / लिपीक

**DEED OF AUTHORIZATION, ADMINISTRATION & PERMISSION IN COPYRIGHT OF
SOUND RECORDINGS WORKS**

This Deed ("Deed") is made and entered on the 30th Day of August, 2021, at Mumbai

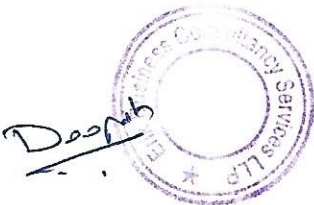
BY AND BETWEEN

RECORDED MUSIC PERFORMANCE LIMITED, a Company registered under the Companies Act, 2013, and a Copyright Society for Sound Recording Works in India registered under Section 33 of Copyright Act, 1957 (as amended), having its Registered Office at 320, 3rd Floor Crystal Point, above Star Bazar, New Link Rd, Andheri (W), Mumbai-400053 having CIN No. U74999MH2018PLC304505 (hereinafter referred to as "RMPL") of the **First Part**;

AND

ERIK BUSINESS CONSULTANCY SERVICES LLP, a LLP and having its registered/main office at 902, Morya Blue Moon, New Link Rd, Andheri West, Mumbai, Maharashtra, Pin code - 400053, herein after referred to as "Music Label" (which expression shall unless repugnant to the context include its legal heirs, successors and assigns in business) of the **Second Part**; Music Label and RMPL shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

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WHEREAS

1. RMPL is registered under the Companies Act, 2013 as a company without share capital and limited by guarantee, and is a Copyright Society for Sound Recording Works in India registered under Section 33 of Copyright Act, 1957 (as amended), and is currently mainly engaged in licensing of copyrighted sound recordings for **PUBLIC PERFORMANCE, REPRODUCTION, RADIO BROADCAST, TELECAST, WEBCAST** as **ADMINISTRATOR** of copyright pursuant to **AUTHORIZATION & PERMISSION** from its member music labels;
2. The Music Label is desirous of granting exclusive authorisation under section 34 of the Copyright Act ("the Act") for administering its rights mentioned herein in its sound recording catalogue (the "Music Catalogue" defined hereafter) owned/exclusively controlled by and vested in the Music Label at present and during the Term (defined below), in consideration of the proportionate licence fees earnings receivable from monetisation and enforcement of the Music Catalogue by RMPL, primarily by licensing to various licensees.
3. The Parties wish to enter into this Deed upon the terms and conditions set out herein below.

NOW THIS DEED WITNESSETH as follows: -

1. **Definitions:** In this Deed, unless the context otherwise requires, the following expressions, shall have the meaning assigned to them:
 - 1.1 "Act" shall mean the Copyright Act, 1957 as in force on the effective date.
 - 1.2 "Administration of Rights"

Includes the licensing and enforcement of rights of communication to the public in the Music Catalogue by all means of non-physical exploitation namely all rights other than the issue of copies in physical format including but not limited to public performance, radio broadcasting, telecasting, any form of digital exploitation including but not limited to downloading, streaming or simulcasting or mobile telephony of sound recordings for the purpose of granting nonexclusive licences; and collection and distribution of licence fees in accordance with the Copyright Act and Rules framed thereunder.

Without prejudice to the generality of the foregoing, "administration of rights" includes negotiation and execution of contracts, compromises and settlements with licensees/users; investigating, seeking and pursuing legal remedies against any infringement of the Music Catalogue, including writ petitions, civil suits, criminal proceedings, any proceeding before any Court, Tribunal or other statutory authority or proceedings/correspondence with the licensing authority (Central Government); giving legal notices or issuing public notices, and generally taking all steps that RMPL may



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8. Governing Law and Jurisdiction

This Deed shall be construed in accordance with the laws of India; the Parties mutually agree that disputes if any shall be settled only by the courts in Mumbai which shall have exclusive jurisdiction. Music Label undertakes not to initiate or file any suit or proceeding against RMPL in any other forum.

9. Notices

All notices given pursuant to this Deed shall be in writing and shall be delivered to the Parties at their respective addresses, as stated hereinabove, in this Deed or by email to the Email IDs mentioned herein below:

Email ID of RMPL : ceo@rmpmindia.org
Email ID for Music Label : deepak@erik.co.in

Service of notice in any other form is invalid.

10. Miscellaneous

- 10.1 This Deed, together with all deeds, agreements and documents executed contemporaneously with it or referred to in it, constitutes the entire Deed between the Parties in relation to its subject matter and supersedes all prior deeds/agreements and understandings whether oral or written with respect to such subject matter. No change, modification, or termination of any of the terms, provisions, or conditions of this Deed shall be effective unless made in writing and signed or executed by all the Parties.
- 10.2 Should any provisions of this Deed be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Deed shall not be affected or impaired thereby and the parties shall replace such illegal, invalid or unenforceable provision with a valid provision which reflects the commercial understanding of the Parties contained in such illegal, invalid or unenforceable provision.
- 10.3 This Deed is entered into between the Parties on a principle-to-principle basis and nothing in this Deed shall constitute or be deemed to constitute a partnership or agency between the Parties hereto and none of them shall have any authority to bind the other in any way.
- 10.4 The Parties hereto shall dutifully perform all covenants of this Deed in letter and spirit and shall otherwise act with due diligence and in good faith.
- 10.5 This Deed may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.
- 10.6 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.



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

SIGNED

by the above-named Music Label



Name: **DEEPAK BALI**


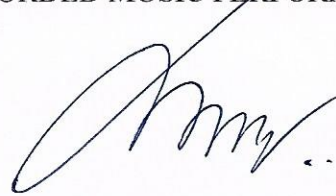
Title: Director

Place: Mumbai

Date: August 30, 2021

ACCEPTED AND AGREED

RECORDED MUSIC PERFORMANCE LTD



Name: **SOWMYA CHOWDHURY**

Title: Chief Executive Officer

Place: Mumbai

Date: August 30, 2021



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**DEED OF AUTHORIZATION, ADMINISTRATION & PERMISSION IN COPYRIGHT OF
SOUND RECORDINGS WORKS**

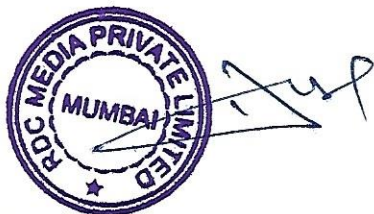
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BY AND BETWEEN

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AND

RDC MEDIA PVT. LIMITED, a Partnership Firm and having its registered/main office at 320, Crystal Point, Above Star Bazar, New Link Road, Andheri (W), Mumbai, Maharashtra, Pin Code – 400 053, herein after referred to as "Music Label" (which expression shall unless repugnant to the context include its legal heirs, successors and assigns in business) of the **Second Part**; Music Label and RMPL shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".



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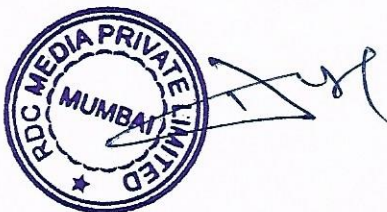
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Without prejudice to the generality of the foregoing, "administration of rights" includes negotiation and execution of contracts, compromises and settlements with licensees/users; investigating, seeking and pursuing legal remedies against any infringement of the Music Catalogue, including writ petitions, civil suits, criminal proceedings, any proceeding before any Court, Tribunal or other statutory authority or proceedings/correspondence with the licensing authority (Central Government); giving legal notices or issuing public notices, and generally taking all steps that RMPL may



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Email ID of RMPL : ceo@rmplindia.org
Email ID for Music Label : durgaram@rdcmedia.in

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- 10.1 This Deed, together with all deeds, agreements and documents executed contemporaneously with it or referred to in it, constitutes the entire Deed between the Parties in relation to its subject matter and supersedes all prior deeds/agreements and understandings whether oral or written with respect to such subject matter. No change, modification, or termination of any of the terms, provisions, or conditions of this Deed shall be effective unless made in writing and signed or executed by all the Parties.
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IN WITNESS WHEREOF the Music Label has hereunto set its hands to this writing and RMPL has caused its authorized signatory to affix stamp and in witness whereof set its hands to this writing on the day and the year first hereinabove written.

SIGNED

by the above-named Music Label



Name: **DURGA RAM CHOUDHARY**



Title: Director

Place: Mumbai

Date: August 30, 2021

ACCEPTED AND AGREED

RECORDED MUSIC PERFORMANCE LTD



Name: **SOWMYA CHOWDHURY**

Title: Chief Executive Officer

Place: Mumbai

Date: August 30, 2021