



TO WHOMSOEVER IT MAY CONCERN

**KALAMKAAR MUSIC PRIVATE LIMITED** (referred to as “Assignor”) have entered into an Agreement with **NOVEX COMMUNICATIONS PRIVATE LIMITED** (“Novex”) *vide* Deed of Assignment Agreement dated **20<sup>th</sup> March 2023** (“said agreement”) wherein we have Assigned on Exclusive Basis the **On Ground Public Performance Rights, Live Performance, and World Ship and Cruise Rights** to the sound recordings in respect of the Songs/Sound Recordings contained in the Films and/or albums, as mentioned in **SCHEDULE I** of the said agreement and all forthcoming songs and/or Albums produced during the tenure of the Agreement, which is part of the repertoire of **KALAMKAAR MUSIC PRIVATE LIMITED** (“said songs”) to **NOVEX** for the term commencing from **20<sup>th</sup> March 2023** and ending on **19<sup>th</sup> March 2026** (both days inclusive) territory of **Pan India** for **On Ground Public Performance Rights, Live Performance, and Entire World for World Ship and Cruise Rights**, to the sound recordings of **KALAMKAAR MUSIC PRIVATE LIMITED**.

Novex *vide* said agreement shall be entitled to grant licenses as per sections 30 read with section 18(2) of the Copyright Act, 1957 (as amended) to any Third Party (as defined below) only in respect of **On Ground Public Performance Rights, Live Performance, and World Ship and Cruise Rights** to the sound recordings pertaining to the said songs for the term and territory mentioned herein. Novex as the Exclusive Assignee and owner of the On Ground Performance Rights, Live Performance, and World Ship and Cruise Rights to the sound recordings shall have the right to issue licenses for the said On Ground Performance Live Performance, and World Ship and Cruise Rights to the sound recordings in its own name and also to collect license fees against the same in its own name.

“**On Ground Public Performance Rights**” shall, mean the right of making available or communicating the sound recording of a song, to the public, for being seen, heard or otherwise enjoyed as part of any on-ground activity or a live performance given in public including and not limited to such as during live events, stage shows, award ceremonies, on-stage performances, dance performances, choreographed activities or within clubs, lounges, restaurants, hotels, restaurants, discotheques, bars, pubs, casinos, college campuses, corporate events, DJs, cinema halls, shows, malls, stores, shops, salons, parlors, religious events, charitable functions, marriage halls, railway and bus stations, airports, transport services, buses, cabs, taxis, airports, ships, cruise liners, motels, guest houses, banks, offices, clinics, amusements parks, clubs, private shows, fashion shows, exhibitions, banquet halls, palaces, resorts, and hotels and any other public place where the sound recording can be played or made available for being seen, heard or otherwise enjoyed by members of public regardless of whether any member of public actually sees, hears or otherwise enjoys the same whether with or without payment of entrance fees to any such place.

“**World Ship and Cruise Rights**” shall mean the right to exploit the Sound Recordings on ships and/or Cruise of any country or any water transport vessels in any river, sea, ocean, or other water bodies in any part of the World by way of communication to the public at restaurants, bars, lounges and other public areas of ships.

“**Live Performance**” shall mean and include, unless otherwise stated, any mode of visual or acoustic presentation including any such presentation by any means whatsoever whether by live or sound recordings of the said musical & Literary Work by way of a broadcast/communications to the public by mechanical or digital or electronic means or the causing of a musical & literary work to be transmitted to subscribers to a diffusion service or by the exhibitions of cinematography films, or by the use of soundtrack/recording, or by any means of making the musical & literary work available to the public or by any other means whatsoever, or by way of singing, recitations, rendition, intonation, speaking and playing an instrument and such other reference to “Perform” and “Performing” shall be construed accordingly.

“**Third Party**” shall mean the party interested to secure license for the song(s). Third parties for the purpose of this Agreement shall mean and include commercial establishments including without limitation to firms, company, hotels, restaurants, discotheques, casinos, college campuses, event companies, DJs, cinema halls, shows, malls, stores, shops, salons, parlors, religious events, marriage halls, railway and bus stations, airports, transport services, buses, cabs, taxis, airports, ships, cruise liners, motels, guest houses, banks, offices, clinics, amusement parks, clubs, private shows, fashion shows, exhibitions, Banquet halls, Palaces, Resorts, pubs, bars, lounges, and any other public areas.

Novex as the Exclusive Assignee and Owner of the On Ground Public Performance Rights, Live Performance, and World Ship and Cruise Rights to the sound recordings shall also have the rights to prevent the unauthorized use of copyright in the Sound Recordings of the said Songs, and further has the right to initiate Civil and/or Criminal proceedings against any person(s) or entity(ies) who may make such unauthorized means for the purpose as stated hereinabove.

We, further state that we have Assigned the On Ground Performance Rights, Live Performance, and World Ship and Cruise Rights to the sound recordings of the said songs, exclusively in favor of NOVEX and no other entity has been Assigned the On Ground Public Performance Rights, Live Performance, and World Ship and Cruise Rights to the sound recordings of the said songs.

This Authorization Letter is valid from **20<sup>th</sup> March 2023** to **19<sup>th</sup> March 2026**.

Signed and Delivered by the within-named )  
Kalamkaar Music Pvt. Ltd )  
represented and endorsed by )  
Mr. Viveck Koomar, Director )



20/04/2023  
For KALAMKAAR MUSIC PVT. LTD.

Authorised Signatory