



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AGREEMENT

D 046058

Articles of Agreement made and entered into at MOHALI this ~~DATE 12-01-2010~~ between **Music Waves Films through its Partner, Gurwinder Sanghera** carrying on the business of distributing motion pictures, having its registered office at 227, Defence Colony, Jalandhar, Punjab hereir referred to as "**THE DISTRIBUTORS**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include the said company firm its Directors, Partners, Proprietors and their heirs, executors, administrators and assignees) of the **ONE PART.**

AND

Team Music Entertainment, through its Partner, **Raj Brar**, who is carrying on the business of producing motion pictures with his office at 1066, Sector 69, Mohali hereinafter referred to as "**THE PRODUCER**" of the **OTHER PART.**

AND

WHEREAS THE PRODUCER has produced a motion picture in colour, 35mm and in Punjabi Language with Dolby Digital Sound titled "**JAWANI ZINDABAD**" starring Raj Brar, Pooja Kanwal and others being directed by Harinder Gill hereinafter referred to as the "**SAID PICTURE**".

AND

WHEREAS THE PRODUCER has approached THE DISTRIBUTORS to acquire and secure a LICENSE from THE PRODUCER to distribute and exhibit the SAID PICTURE in 35mm size in the licensed cinema houses as well as in other media within the territory of the entire world hereinafter referred to as the "**SAID TERRITORY**".

Gurwinder

Raj Brar

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AND

WHEREAS subject to fulfillment of the terms and conditions herein contained . THE PRODUCER being empowered to deal with and within his rights to assign the LICENSE have agreed to grant the LICENSE to THE DISTRIBUTORS to distribute and exhibit the SAID PICTURE in 35mm size in licensed cinema houses as well as in other media within the territory of the entire world on the terms and conditions mentioned herein.

NOW THIS AGREEMENT WITNESSETH AND AGREED TO BY AND BETWEEN THE PARTIES AS HEREINBELOW:

1. For the consideration hereinafter mentioned and subject to fulfillment of the terms and conditions contained herein by THE DISTRIBUTORS , THE PRODUCER hereby grant the LICENSE to THE DISTRIBUTORS to distribute the SAID PICTURE in the SAID TERRITORY and the duration of such license shall be for 3 years (Three years) for theatrical purposes or for exhibition in cinemas and the duration of license regarding release of THE SAID PICTURE in other media/formats shall be for unlimited period. The period of Three years shall commence from 26.2.10 and the PRODUCER shall give one copy of the Film on or before 28.2.10.
2. THE DISTRIBUTORS have agreed to pay Rs 60 lacs (RUPEES SIXTY LACS) as Minimum Guarantee to THE PRODUCER before the release of the SAID PICTURE in the SAID TERRITORY by way of demand draft or by the mode of electronic bank transfer. The DISTRIBUTORS has now paid a sum of Rupees 10,00,000 (Ten Lacs) only as advance money wide account payee cheque No..... Dated 15. Jan. 2010 of INDIAN OVER SEAS BANK Jalandhar . The balance consideration of Rupees Fifty Lacs shall be paid by the DISTRIBUTORS to the PRODUCERS at the time of delivery of the prints of the SAID PICTURE by THE PRODUCER.
3. THE DISTRIBUTORS shall have to spent a sum to the tune of Rs 50,00,000/- (Rupees Fifty Lacs) for the purpose of various kinds of publicity/advertisement/prints of the SAID PICTURE in the SAID TERRITORY before and during the release of the SAID PICTURE and shall show the receipts of the amount so spent to the producer and THE DISTRIBUTOR can exceed the above mentioned amount after due considerations with THE PRODUCER.
4. Both THE PRODUCER and THE DISTRIBUTORS agree that clause no.2 & 3., pertaining to the payment of consideration to acquire the license for distribution and subsequent publicity/advertisement and exhibition of the said picture is the essence of this agreement and THE DISTRIBUTORS shall pay the amount payable at the time of delivery of the prints of the SAID PICTURE by THE PRODUCER.
5. THE PRODUCER agree to supply to THE DISTRIBUTORS, One print of the Film and THE DISTRIBUTORS have been authorized to make any number of copies of the print as per their requirement for the premiere release at their cost.
6. THE PRODUCER has agreed to grant the entire rights for the SAID PICTURE including the COPYRIGHT , Music Rights , Digital Rights , Home Theatre Entertainment Rights , DVD/VCD/ACD Rights , Transmission Rights , Satellite

Gurinda

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Transmission / T.V. Telecast Rights as well as rights regarding use in Mobile Phone Services to THE DISTRIBUTORS, for unlimited period, subject to terms and conditions mentioned in paragraph 9 of this agreement.

7. THE DISTRIBUTORS shall have the right to sell all or any of the rights mentioned in clause 6. to a third party at his sole discretion.
8. THE DISTRIBUTORS shall be entitled to all the profits till the time they have recovered or realized all their expenditure/investment in the film i.e. Rs.1.10 crores (Rupees One Crore and Ten Lacs) approx. from the sales/exhibition of the SAID PICTURE .
9. THE DISTRIBUTORS shall be entitled to all the profit /revenue earned from the release of the SAID PICTURE till the time they have recovered or realized their expenditure/investment in the SAID PICTURE. Till such time , THE PRODUCER shall have no right to claim any share in the profit earned from the release of the SAID PICTURE. Only from the day when such recovery or realization has been effected by THE DISTRIBUTORS that THE PRODUCER shall be entitled to the half share in the future earnings from the release of the SAID PICTURE, and also from the Rights given as mentioned in paragraph 6. of this agreement. However, the distribution of such profits shall be settled every four months, after THE DISTRIBUTORS have earned and satisfied his invested amount of Rupees 1.10 Crores.(One crore and Ten Lacs)
10. In the event of the expenditure/investment on the promotion /publicity of the SAID PICTURE exceeds Rs.50,00,000/- (Rupees Fifty Lacs) THE DISTRIBUTOR shall inform THE PRODUCER and shall mutually decide the adjustment of the amount so exceeded in the profits earned from the release of the SAID PICTURE .
11. THE DISTRIBUTORS assure and promise THE PRODUCER to book /screen/exploit the SAID PICTURE in 35mm size as well as in other media/format at the discretion of THE DISTRIBUTORS at all the centers /stations in the said territory on judicious and advantageous terms.
12. It has been also agreed upon between THE PRODUCER and THE DISTRIBUTORS that prints of the SAID PICTURE once given TO THE DISTRIBUTORS shall remain with THE DISTRIBUTORS and shall become the sole property of THE DISTRIBUTORS for a period of 3 years pertaining to rights regarding theatrical release or exhibition in cinemas. After the expiry of 3 years or extended period if any all the prints of the said picture & its publicity materials shall be returned to the PRODUCER without any hindrance.
13. All the copyrights in respect of the SAID PICTURE , it's story , script , screenplay , dialogue , music , lyrics , sound , visuals , etc vest exclusively in THE DISTRIBUTORS.
14. THE DISTRIBUTOR shall have the right to Dub , Sub-Title , Cut , Alter , Edit or Delete any portion of the SAID PICTURE or Add any portion in the same if and when they deem fit and proper, but shall not do any of the above acts without the written consent of THE PRODUCER.
15. This agreement does not constitute or be deemed to be any arrangement of partnership between THE PRODUCER and THE DISTRIBUTORS.

Lucinda

Dary

16. In case any government or local authority object to or ban the display of any publicity material, the DISTRIBUTORS shall be at liberty to remove the same wherever it is displayed.
17. It has also been agreed between the parties that THE DISTRIBUTORS can add any scene /bits in the prints after consultation with THE PRODUCER.
18. In the event of the failure or delay by THE PRODUCER to provide the prints to THE DISTRIBUTORS, THE DISTRIBUTOR shall have the right to claim damages from THE PRODUCER to the tune of Rs.2 Crores (Rupees Two Crores). And in case THE DISTRIBUTORS backout or fail to comply any of the terms and conditions of this agreement, They (DISTRIBUTORS) shall pay a sum of Rupees 2 crores (Two crores) as compensation/ damages to the producers.
19. THE DISTRIBUTORS shall have the right to telecast the SAID PICTURE on any channel at any time. THE PRODUCER shall be entitled to 50% of the revenue earned by THE DISTRIBUTORS from such telecast, only after THE DISTRIBUTORS have recovered/realized their investment.
20. It is also agreed upon between the parties hereto that any dispute arising out of the LICENSE shall be referred to the Arbitrator and the Arbitrator shall be appointed with mutual consent of THE DISTRIBUTORS and THE PRODUCER and it's decision shall be binding on the parties.
21. Any claims or liabilities whatsoever imposed or raised by any association, organization or board on the SAID PICTURE shall be the sole responsibility of both the parties i.e THE DISTRIBUTORS AND THE PRODUCER.
22. It is agreed between the parties hereto that the appropriate courts at MOHALI shall have the jurisdiction to entertain and try any suit or matter in dispute between THE DISTRIBUTOR and THE PRODUCER relating to or arising from this LICENSE.

In Witness whereof the parties, have hereunto put their respective hands to this writing on the day and year shown against their respective signatures.

Gurwinder
 Music Waves Films (THE DISTRIBUTORS) through its
 Partner, Gurwinder Sanghera
 F-77, DLF Phase Colony, Jalandhar, Punjab

Raj Brar
 Team Music Entertainment Partner
 Through its Partner
 Raj Brar (THE PRODUCER)
 1066, Sector 69, Mohali

In the presence of witnesses:

1. *Rajesh Kumar* / RAJESH KUMAR / St No-2, Ho-No-63,
 RAVI DASS NAGAR, BASTI DANISH MANDAN, JAL
2. *Dilbag Singh* / Dilbag Singh / B/o St. Avtan Smt. / P/o 1244/FF Sec 65 Mohali 160062.

Date: _____ Place: _____

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