

**BLUEGOD ENTERTAINMENT LIMITED  
(FORMERLY KNOWN AS INDRA INDUSTRIES LIMITED)**

CIN: L74140MP1984PLC002592

Registered Office: 228 Part B Zodiac Mall, Bicholi Mardan, Bicholi Mardana, Indore, Indore,  
Madhya Pradesh, India, 452016

Email id- info@indraindustries.in, Tel. +917383380911

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**Date:** 16<sup>th</sup> June 2025.

To,  
**The Secretary,**  
**Corporate Relationship Department**  
**BSE Limited,**  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Fort, Mumbai 400001  
Dear Sir/Ma'am

**Subject: Agreement executed between Artment Films Ltd. & Bluegod Entertainment Ltd for  
Assignment of Gujarati Film Rights.**

Ref. Disclosure under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements)  
Regulations, 2015.

Dear Sir/Madam,

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby inform you that the Bluegod Entertainment Limited, entered into Assignment Agreement on 14<sup>th</sup> June 2025 with Artment Films Limited a Public limited company, Where Artment Films Limited is the assignor and Bluegod Entertainment Limited is the assignee.

The details of the Assignment Agreement are as follows:

- **Name of Assignor:** Artment Films Limited
- **Registered Office:**306 Binori B-Square -2 opp.Hathising Ni Vadi Ambli-Iscon Road  
Ahemdabad,Gujarat - 380054
- **CIN:**U74999GJ2018PLC102182
- **Represented By:**Mr.Shailesh Dhameliya ,Director (hereinafter referred to as the "Assignor")
- **Name of Assignee:** Bluegod Entertainment Limited
- **Purpose of Assignment:** Purchase of Film.

The Agreement is executed in the ordinary course of business and is not expected to have any material impact on the financial performance of the Company.

Details of agreement is attached below.

This disclosure is made in compliance with Regulation 30 of SEBI (LODR) Regulations, 2015.

Thank you.

Yours faithfully,

**FOR BLUEGOD ENTERTAINMENT LIMITED  
(FORMERLY KNOWN AS INDRA INDUSTRIES LIMITED)**

**Nitin Ashok Kumar Khanna**  
**Managing Director**  
**DIN: 09816597**

**Annexure A**

**Details of Film Production**

<b>Assigned Film</b>	<b>Lead Star Cast</b>	<b>Theatrical Release Date</b>	<b>Start Date</b>	<b>End Date</b>	<b>Assignment Fees(IN INR)</b>
Choranta	Tushar Sadhu Shailesh Dhameliya Vidit Sharma Bhumika Bharot	NA	Date of Theatrical Release	Perpetuity	1,00,00,000/-





**ASSIGNMENT AGREEMENT**  
**PRINCIPAL TERMS**

1	<b>Agreement:</b>	This Agreement is entered into at Ahmedabad on this 14 <sup>th</sup> day of June 2025 (the "Effective Date").
	<b>Parties:</b>	<p>1. <b>Artmen Films Limited</b>, a company incorporated under the provisions of the Companies Act, having Corporate Identity Number U74999GJ2018PLC102182 and having its registered office at 306, Binori B- Square-2, Opp. Hathising Ni Vadi, Ambli-Iscon Road, Ahmedabad, Gujarat- 380054 (hereinafter referred to as "<b>Assignor</b>") which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the <b>FIRST PART</b>.</p> <p style="text-align: center;">AND</p> <p>2. <b>Bluegod Entertainment Limited</b>, a company incorporated under the provisions of the Companies Act, 1956, having Corporate Identity Number L92132MH1982PLC0287 and having its registered office at Indra Industries Limited, Sandla Chhayan, Badnawa, Dhar, Madhya Pradesh – 454 660 (hereinafter referred to as "<b>Assignee</b>") which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the <b>SECOND PART</b>.</p>
2	<b>Definitions and Interpretation:</b>	As per Schedule 2.
3	<b>Term:</b>	<p>The term of this Agreement shall be commencing from the Effective Date and expiring on the End Date (as set forth in Schedule 4), unless terminated by the Parties in accordance with the provisions hereof.</p> <p>For the sake of clarity, the Assignee shall exploit the Assigned Rights (as set forth in Schedule 1) of the Assigned Film from the Start Date (as set forth in Schedule 4) in accordance with the terms and conditions of this Agreement.</p>
4	<b>Assigned Rights:</b>	The Assignor hereby assigns and transfers to the Assignee during the Term and within the Territory (as set forth in Schedule 1) on an exclusive basis to the territory of India and non-exclusive basis to the territory of world save and except India, the Assigned Rights (as set forth in Schedule 1) in the Permitted Languages (as set forth in Schedule 1) in relation to and for exploitation of the Assigned Film (as set forth in Schedule 4).
5	<b>Condition Precedent, Assignment Fee and Payment Terms:</b>	<p>5.1 In consideration of the Assigned Rights assigned under this Agreement by the Assignor to the Assignee, the Assignee agrees to pay the Assignor an aggregate sum of INR 1,00,00,000/- (Indian One Crore only) exclusive of all taxes and levies including Goods and Service Tax ("GST") ("<b>Assignment Fee</b>").</p> <p>5.2 The Assignment Fee shall be payable within 6 months from the date of execution of this Agreement.</p> <p>5.3 Assignor shall provide require invoice.</p>





5.4 The Assignment Fee is exclusive of applicable taxes but subject to deduction of tax at source (TDS) as per Income Tax Act, 1961 and shall be paid subject to receipt of correct and valid invoice from the Assignor.

5.5 The Assignor shall indemnify and hold harmless the Assignee from loss of input tax credit, payment of interest or imposition of penalties incurred by Assignee on account of non-compliance by the Assignor relating to (a) uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time; or (b) issuance of GST compliant tax invoice, in connection with the transactions contemplated under this Agreement.

5.6 Assignee shall reimburse the GST amount only after Assignee receives the credit and the same is confirmed as matched credit in GSTN portal. Also, Assignee reserves its right to with hold the GST amount till the Assignor uploads the invoice details properly in GSTR-1 return, and the Assignor agrees for the same. Further the Assignor shall ensure that GST is paid to the Government within the specified period as prescribed by the Government and further ensure that the Assignor is not blacklisted for the non-compliance of GST provisions

5.7 If all or any of the Assigned Rights mentioned in Schedule I are not available for exploitation or may result in contest or objection from a third party or the same are not available for exploitation during the Term of this agreement or throughout the Term in the Assigned Territory or parts of the Assigned Territory then the Assignment Fee payable in respect of such Assigned Rights or exploitation in such Territory shall be revised appropriately and any portion of the Assignment Fee already paid will be adjusted proportionally against such revised /curtailed enjoyment rights in the sole discretion of the Assignee. The Assignee will have the sole discretion to either revise the Assignment Fee or to terminate the Agreement as per Clause 8 of the Standard Terms and Conditions.

6	<b>Excluded Rights:</b>	Any right which is not specifically assigned under this Agreement by the Assignor to the Assignee in relation to the Assigned Film is reserved to the Assignor.
7	<b>Royalty:</b>	The Assignment Fee shall be inclusive of the royalties to be paid to the Assignor as the owner and/or publisher of the sound recordings of the Film where the underlying works are owned and/or controlled by the Assignor. The Parties hereby agree and acknowledge that during the Term of the Agreement, if any royalties are payable to any author(s), performer(s), any collecting society(ies) or any third party(ies) in lieu of the exploitation of the Assigned Rights under this Agreement shall be paid in accordance with the Applicable Laws or any amendment thereto, as the case may be.
8	<b>Delivery of Film Materials:</b>	Film Materials (including the Masters) shall be delivered by the Assignor to Assignee at Assignor's cost forthwith upon execution of this Agreement in a manner specified in Clause 11 of the Standard Terms and Conditions and Schedule 5 of this Agreement.
9	<b>Binding Agreement:</b>	This binding Agreement consists of the following parts; if provisions of the various parts are inconsistent, the Principal Terms will apply to the extent of such inconsistency:





- (a) the Principal Terms stated above;
- (b) the Specifications of the Assigned Rights attached hereto in Schedule 1;
- (c) the Definitions and Interpretation attached hereto in Schedule 2;
- (d) the Standard Terms and Conditions attached hereto in Schedule 3;
- (e) the Specifications of the Assigned Film attached hereto in Schedule 4;
- (f) The Technical Specifications for delivery of the Master(s) attached hereto in Schedule 5.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and year first above written.

Signed for and on behalf of Armen Films Limited	Signed for and on behalf of Bluegod Entertainment Limited
<p>By: </p> <p>Name: Shailesh Dhameliya Title: Director</p> 	<p>By: </p> <p>Name: Nitin Khanna Title: Authorized Signatory</p> 

SIGNED BEFORE ME

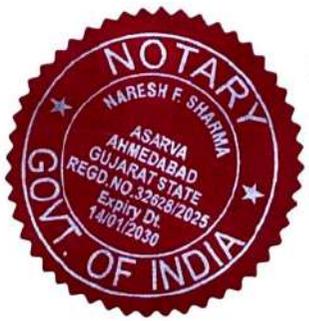
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NARESH F. SHARMA  
NOTARY  
GOVT. OF INDIA

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Book No. 01  
Page No. 23  
Date: 14 JUN 2025

*NFS*  
NARESH F. SHARMA  
NOTARY  
GOVT. OF INDIA

14 JUN 2025



**SCHEDULE 1**  
**ASSIGNED RIGHTS**

During the Term and within the Territory, the following rights in the Assigned Film in the Permitted Languages shall stand assigned to the Assignee:

Sr. No.	Assigned Rights	Exclusivity/Non-Exclusivity	Remarks
1)	Theatrical Linear Rights	Exclusive for the territory of India and the territory of world save and include India	NIL
2)	Local Cable Distribution Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
3)	Terrestrial Television Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
4)	Catch Up TV Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
5)	On Demand Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
6)	Surface Transport Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
7)	Air Borne Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
8)	Water Borne Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
9)	Commercial Establishment Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
10)	Promotional Merchandising Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
11)	Public Exhibition Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL

The rights below are assigned to the Assignee for the purpose of exploiting the Assigned Rights above.

12)	Subtitling Rights	Non-Exclusive for the territory of world including India	NIL
13)	Dubbing Rights	Exclusive	Any Language Dubbing Rights
14)	Syndication Rights	Exclusive for the territory of India only	NIL
15)	Editing Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL
16)	Promotion Rights	Exclusive for the territory of India and Non-Exclusive for the territory of world save and except India	NIL

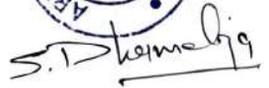




17)	Clip Rights	Exclusive for the territory of India and for the territory of world save and except India	The sound recordings (audio tracks) of the Assigned Film cannot be exploited by the Assignee on a stand-alone basis.
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<b>Permitted Languages</b>	Original Production Language: Gujarati Subtitling Rights: All languages of the World including Indian languages Dubbing Rights: All India Language
<b>Runs</b>	Unlimited
<b>Territory</b>	Entire Universe

- The Assignor agrees that during the pendency of the Agreement, the Assignee shall be at liberty to exercise the Assigned Rights from the Start Date. It is further specifically agreed between the Parties that the Assigned Rights granted herein by the Assignor to the Assignee shall not be deemed to have lapsed if the Assignee does not exercise any or all of the Assigned Rights within a period of one (1) year from the date of grant of the Assigned Rights. The Parties expressly agree that the provisions of Section 19(4), 19A read with 30A of the Copyright Act 1957 (as amended) shall not apply to this Agreement and the Assignor hereby waive its rights under the aforesaid sections and also represents that it has procured adequate waivers in relation to the aforesaid sections from all authors of the Assigned Film.
- Without limitation to the foregoing, the Parties are also aware and do hereby acknowledge that new (and/or changed) (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Assigned Rights of the Assigned Film. The Assignor hereby exclusively and irrevocably grants, assigns and transfers to the Assignee any and all rights to such New Exploitation Methods with respect to the Assigned Rights of the Assigned Film for the Term and Territory. In the event the Assignor has any right in relation to the Assigned Rights and New Exploitation Methods of the Assigned Film that cannot be assigned to the Assignee by operation of law as provided above and cannot be so waived, the Assignor, in consideration of the Assignment Fee, the sufficiency of which is hereby acknowledged by the Assignor, hereby grants to the Assignee an exclusive, irrevocable, worldwide, license during the term of such rights to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense and assign such rights to the Assignee including without limitation, the right to use in any way whatsoever the Assigned Rights of the Assigned Film as permitted under this Agreement. To the extent any of the foregoing provisions is ineffective under applicable laws, the Assignor hereby provides and shall provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing. The Assignor shall confirm any such ratifications and consents from time to time as requested by the Assignee.


## SCHEDULE 2

### DEFINITIONS AND INTERPRETATION

1.1. **Definitions.** In this Agreement unless the context otherwise require, the following expressions have the following meanings:

- 1.1.1. "**Affiliate**" means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity. For the purposes of this definition, "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of equity interest, by contract or otherwise. In respect of the Assignee, Affiliate shall include any direct or indirect subsidiary or holding company or group company of the Assignee and any direct or indirect subsidiary of such holding company;
- 1.1.2. "**Agreement**" shall mean this Assignment Agreement and shall include any and all schedules, annexures and exhibits attached to it or incorporated in it by reference;
- 1.1.3. "**Air Borne Rights**" shall mean the right to exploit the Assigned Film as part of in-flight entertainment on any airlines anywhere in the world;
- 1.1.4. "**Applications**" shall mean software which has an interface which can be accessed on world wide web through the Internet or downloaded or pre-embedded on any electronic device (mobile or tethered) which is capable of accessing and displaying audio visual content whereby the viewers can access and view the Assigned Film using Internet and/or any Mobile Broadcast Technology. The Applications may be capable of being installed and/or accessed on various operating systems including but not limited to operating software's such as OS - iOS, Android, J2ME, Java/Bru, desktop widgets, connected TV applications made available to the user through telecom, OEM or any other application store presently existing or which may come into existence in the future;
- 1.1.5. "**Applicable Law**" shall mean all laws of India including but not limited to the Copyright Act, 1957, any rules made there under and as amended/modified from time to time by orders or any act of the Intellectual Property Appellate Board (erstwhile Copyright Board), the government of India, the legislature and/or the judgments or orders of any judicial, quasi-judicial authority or statutory authority;
- 1.1.6. "**Advertising Video On Demand ("AVOD")**" shall mean that mode of programming distribution by which an individual program is delivered by a programming service on an on-demand basis through any of the Distribution Platforms, which is primarily advertisements supported and whereby the viewer is not charged any subscription fee or cost to access such programming service, to view such program at a time chosen by the viewer entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such program using computer information storage, retrieval and management techniques during a certain period at the discretion of the service provider;
- 1.1.7. "**Cable Television Network**" shall mean and include any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment designed to provide Cable Service for reception by multiple subscribers;
- 1.1.8. "**Cable Operator**" shall mean any person who provides cable service through a Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network;
- 1.1.9. "**Cable Service**" shall mean the transmission of the audiovisual programmes including re-transmission by cables (fibre optic or coaxial wire) of any television channel including but not limited to Free Television and Pay Television, managed and operated by the Cable Operator or Multi System Operator (MSO);
- 1.1.10. "**Catch Up TV Rights**" shall mean the technology which allows the platforms to record and store in its servers the Assigned Film which are first broadcast on such Channel(s) for the purpose of making available to its subscribers access to such Assigned Film for a certain period from the date of broadcast on such Channel(s) and allows the user/viewer to exercise substantial control over the



timing, sequence and/or configuration of content being viewed where such content is not primarily intended to be viewed on a simultaneous basis by all users/viewers in a linear, sequential manner;

1.1.11. "**Channel(s)**" shall mean the channels owned and/or operated by the Assignee and/or its Affiliates. Channels shall also include any channel which is to be launched by the Assignee and/or its Affiliates during the Term of the Agreement and such other channels to which the Assignee may license, or such Assignee may sub-license any and all the Assigned Rights;

1.1.12. "**Clip Rights**" shall mean the right (i) to utilize and exploit any part/clip (audio/ audio-visuals/ visuals) of the Assigned Film in combination with any Assigned works of the Assignee, Programmes of the Assignee and/or its Affiliates and/or its sub-licensee; (ii) to use the sound recording or any part thereof as background music and/or as title tracks and/or performance by any artist(s) in the Programme(s) of the Assignee, its Affiliates and/or its sub-licensee;

1.1.13. "**Commercial Establishment Rights**" shall mean the right to exploit the Assigned Film by means of television system in hotels, motels, restaurants, pubs, hospitals, offices, public viewing areas or any commercial establishment whether or not any service/admission fee is charged however shall exclude exhibition in cinema hall/theatres where entry is restricted through sale of tickets for watching the films;

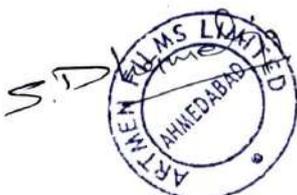
1.1.14. "**Commercial Merchandising Rights**" shall mean the right to use any and/or all elements/parts of the Assigned Film and/or the underlying artistic, literary, dramatic works, sound recordings (other than songs), audio visual and visual recordings (other songs of the Assigned Film), images, clips, names/likeness/caricatures of all the characters and/or artists/performers portraying such characters in the Assigned Film and the trademarks including the title of the Assigned Film ("Elements") for the purpose of creating/designing/using/applying/embodiment based on such Elements and/or including, and/or packaging and/or displaying such Elements on or within (i) any product which is capable of being sold or let on hire or rental or otherwise commercially exploited and/or (ii) any service including but not limited to theme cafes, theme parks, entertainment centres, or creation of all kinds of interactive and non-interactive games, interactive applications etc. and/or (iii) for any other product and/or service not specifically covered here (collectively "**Commercial Merchandise**") and sell, lease, license, rent, distribute and/or advertise such Commercial Merchandise. For the sake of clarity Commercial Merchandising Rights shall also include Promotional Merchandising Rights;

1.1.15. "**Digital Platform Broadcast**" means the delivery of the audio-visual voice, video or multimedia content transmitted as data packets over the world wide web/Internet for display using a web browser (including but not limited to Windows Internet Explorer, Mozilla Firefox, Apple Safari, Google Chrome and Opera) or using an Applicable software client interface which is installed on the device receiving such data packets through streaming and shall also include delivery of audio visual content by means of electronic, digital or other similar modes of transmission for delivery on mobile devices and/or any other Internet enabled devices including but not limited to laptops, computers, portable display devices, etc. which are equipped to receive such transmission in the form of data packets using technologies including but not limited to GPRS, Edge, UMTS, HSPA, Wi-Fi, Wi-Max, (including other mobile WiMAX standards developed during the Term), LTE, 3G, 4G, 4.5G, LTE-A, (also including E-UTRA) 5G or any of their related or derivative systems and services or any combination of other technologies that may come into existence in future during the Term;

1.1.16. "**Direct to Home (DTH)**" shall mean a service to distribute multi-channel television programmes (which shall include Free Television and/or Pay Television) by using a satellite system directly to a subscriber's premises without passing through intermediary such as Cable Operator, MSO or any other distributor of the television channels;

1.1.17. "**Distribution Platforms**" shall mean and include but not be limited to Satellite Broadcasting, Terrestrial Television, Cable Television Networks, Internet Protocol Television Networks ("IPTV"), Head-end In the Sky ("HITS"), Direct to Home ("DTH"), Mobile Broadcast Technology, Internet (wireless or wireline), Applications via Internet, Digital Platform Broadcast or any other platforms presently in commercial use or which comes into such use in the future or invented during the Term for exhibition on any Exhibition Device;

1.1.18. "**Dubbing Rights**" shall mean the right to dub the Assigned Film in the Permitted Languages;



NO. 100  
NARESH I.  
KARARIA  
AHMEDABAD  
RAT. STA.  
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1.1.19. **"Editing Rights"** shall mean the right to edit the Assigned Film in order to (i) comply with the local censorship and broadcasting laws, regulations, advisories and/or (ii) comply with the Assignee's internal standards and practices, and/or (iii) for synchronizing the timing of the Assigned Film and scheduling requirements of the Assignee; For the sake of clarity, the Assignee shall have the right to include commercial breaks during the telecast of the Assigned Film on the Distribution Platforms in accordance with Schedule 1 to display the advertisements of third party products/services;

1.1.20. **"Electronic Sell-Through (EST)"** shall mean the electronic delivery and/or exhibition of a cinematograph film or any audio-visual content only through Distribution Platforms, solely on a non-advertisement supported and non-recurring monetary fee basis, where the timing of same is not pre-determined, but rather is at the consumer's discretion, and for the right to permanently download, retain and/or have access to same, the consumer is charged a separate (*i.e.*, per movie or per episode, and not bundled together or marketed as part of a "season pass") material monetary transactional fee that is neither subsidized nor otherwise discounted by the purchase of other products, services or promotions.

1.1.21. **"Exhibition Device"** shall mean any device which is capable of receiving and exhibiting audio visual content either directly or through some other device which is either tethered to the first device or wirelessly and shall also include mobile and tethered devices including but not limited to televisions, mobile devices, computers, laptops and such other devices which are presently not in commercial use or existence but may come into such use or existence during the Term;

1.1.22. **"Film Materials"** shall mean the Master, Link Documents and Publicity Materials of the Assigned Film. Film Materials shall also include the language scripts and/or the DVDs of the Assigned Film, as the case may be, to enable the Assignee to carry out subtitling and dubbing of the Assigned Film in Permitted Languages;

1.1.23. **"Free Television"** shall mean the mode of programming distribution by which a linear programming service or a channel is delivered by means of any Distribution Platforms including but not limited to Satellite Broadcasting and Cable Television Network, as the case may be, without any charge being made to the viewer other than fees, assessments or taxes levied by government agencies or any service fee charged for the reception of advertiser supported services by the service provider of the channel along with any basic charge levied by the service provider of the Distribution Platform from time to time towards the basic tier of service containing transmission and retransmission signals;

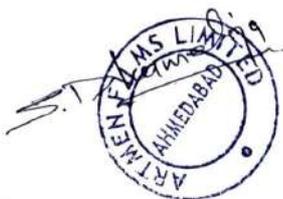
1.1.24. **"Free Video On Demand ("FVOD")"** shall mean that mode of programming distribution by which an individual program is delivered by a programming service on an on-demand basis through any of the Distribution Platforms, without paying any subscription fee or charge by the viewer, to view such program at a time chosen by the viewer entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such program using computer information storage, retrieval and management techniques during a certain period at the discretion of the service provider.

1.1.25. **"Headend in The Sky (HITS)"** shall mean satellite multiplex services provided by the operator whereby the signals of multi channels delivered to Cable Operators controlled through the Headend in the Sky;

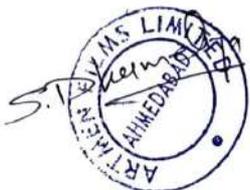
1.1.26. **"Internet"** shall mean the system making use of the TCP/IP software protocols known as the internet or the worldwide web whatever the communications links may be which connects the user (including by way of fixed, mobile, DSL, ISDN, UMTS, Wi-Max or other broadband links) including any development in such protocols or any other protocols which may be developed during the Term which give equivalent, reduced or enhanced functionality compared with such protocols;

1.1.27. **"IPTV"** shall mean an Internet protocol television system where a digital television service is delivered by using Internet Protocol over a network infrastructure, which may include delivery by a broadband connection or DSL cable connection with a set-top-box for exhibition on any Exhibition Device;

1.1.28. **"Assignment Fee"** shall mean the consideration payable by the Assignee to the Assignor in accordance with Clause 5.1 of the Principal Terms;



- 1.1.29. "**Assigned Film**" shall mean the cinematograph film as specified in Schedule 4 and/or any part thereof;
- 1.1.30. "**Assigned Rights**" shall mean and include the rights assigned by the Assignor to the Assignee set out in Clause 4 of the Principal Terms;
- 1.1.31. "**Linear Rights**" shall mean the right to broadcast and/or in any other manner communicate the Assigned Film as part of services consisting of audio visual content scheduled in a linear sequential manner by the service provider to be transmitted and/or redistributed through any of the Distribution Platforms which are delivered to a viewer for exhibition on any Exhibition Device where no control is available to the viewer for selection, timing or sequencing;
- 1.1.32. "**Link Documents**" shall mean the agreements/documents between the producer(s) and/or any third party(ies) from whom the Assignor has acquired the Assigned Rights in relation to the Assigned Film along with censor certificate issued by the Central Board of Film Certification in India ("CBFC") and all agreements or other documents which vests the ownership of the Assigned Film in favor of the Assignor;
- 1.1.33. "**Local Cable Distribution Rights**" shall mean exhibition by means of co-axial cable, in any part of the Territory on cable television channels including but not limited to Free Television and/or Pay Television) that are owned and operated by local Cable Operators/MSOs or their affiliates on Cable Television Network systems;
- 1.1.34. "**Masters**" shall mean the hard drive disk (HDD) or digibeta tape(s) containing the Assigned Film in high definition format as per the technical specifications set forth in *Schedule 5*;
- 1.1.35. "**Merchandising Rights**" shall mean collectively the Commercial Merchandising Rights and Promotional Merchandising Rights;
- 1.1.36. "**Mechanical Reproduction Rights**" means the sole and exclusive audio-visual rights for exploitation of the Assigned Film for home viewing in the form/format of Devices, including, inter-alia, the right: (a) of recording, re-recording, manufacturing and having manufactured, reproducing, embodying, processing, copying of the Assigned Film and/or any part thereof including scene extracts, dialogues etc. on the Devices to authorize/license any other person(s) to do all/any of the above, (b) to market, distribute, sell/offer for sale, use, promote, rent, license or deal, copy or dispose of copies of the Assigned Film and/or any part thereof including scene extracts, dialogues, etc. by means of the Devices. The term 'Device(s)' for the purpose hereof means and includes but shall not be limited to Videograms, Video Cassettes (VHS), Video Tapes, Video Compact Discs (VCD), Digital Versatile Discs (DVD), Laser Discs, Blu-ray DVD Discs, HD DVD Discs, Hard Discs, Flash Drives or any other optical storage devices, Microchips, Ipods, tablets, phablets, mobile phones, all forms of electronic sell through (EST) and all such other forms of data storage devices either now known or that may be developed in the future as a result of technological advancement or otherwise;
- 1.1.37. "**Mobile Broadcast Technology**" shall mean any wireless technology standard which is used for the purpose of multi-point broadcast or cellular multicast of audiovisual content to the mobile and/or any other device, including, but not limited to, MBMS, BCMCS, DVB-H, ISDB-T, DAB, DMB-T, MediaFlo or any derivative or successor technology or any combination of them and shall exclude Digital Platform Broadcast;
- 1.1.38. "**Multi System Operator/MSO**" shall mean any person who receives broadcasting service from a broadcaster and/or their authorized agencies and re-transmits the same to consumers and/or re-transmits the same to one or more Cable Operators and includes its authorized distribution agencies;
- 1.1.39. "**Near Video On Demand ("NVOD")**" shall mean that mode of programming distribution by which a program is delivered by a programming service through any of the Distribution Platforms, by way of multichannel broadcasting facility wherein the transmission of the same program/ video is made simultaneously on several channels, but each starting a short time after the other (for example 15 mins), making it possible for the viewer to choose to start watching over, say, a whole evening.
- 1.1.40. "**On Demand Rights**" shall mean the right to provide the Assigned Film using any technology on any platform including but not limited to the Distribution Platforms or through Digital Platform Broadcast for viewing on any Exhibition Device where the user/viewer is provided the means to



exercise substantial control over the selection, timing, sequence and/or configuration of content being viewed through download, streaming, permanent or temporary transfer of data or any other technology where such content is not primarily intended to be viewed on a simultaneous basis by all users/viewers in a linear, sequential manner. On Demand Rights shall include all the On Demand services including but not limited to Pay Per View ("PPV"), Near Video On Demand ("NVOD"), Subscription Video On Demand ("SVOD"), Transactional Video on Demand ("TVOD"), Audio on Demand ("AOD"), Free Video On Demand ("FVOD"), Advertising Video On Demand ("AVOD"), Electronic Sell-Through ("EST") and all other On Demand rights whether presently in use or which may come into commercial use during the Term and regardless of nomenclature used;

- 1.1.41. **"Pay Per View ("PPV")** shall mean the mode of programming distribution by which individual programs are delivered through any of the Distribution Platforms to the subscriber where an access charge on a per-exhibition basis (i.e. multiple number of runs every day) is made to a subscriber in relation to the subscriber's election to view an individual film, at a time scheduled by the Assignee and/or its sub-licensee(s), by continuous exhibition on any Exhibition Device. PPV shall specifically exclude Subscription Video on Demand (SVOD) and Transactional Video on Demand (TVOD) right of exploitation of the Assigned Film;
- 1.1.42. **"Pay Television"** shall mean the mode of programming distribution by which a linear programming service or a channel is delivered by means of any Distribution Platform including but not limited to Satellite Broadcasting and Cable Television Network, as the case may be, for exhibition to viewers upon their payment of an annual, monthly or other regular subscription and/or access fees charged for a package or packages of services (including a package which is required to be purchased or accessed before access to other television services is permitted) containing such service or channel where such service or channel may also be subscribed on *à la carte* basis upon payment of subscription fee by the viewer. The term Pay Television shall include basic pay television i.e. advertiser supported and premium pay television i.e. less/non advertiser supported;
- 1.1.43. **"Permitted Languages"** shall mean the languages as set out in *Schedule 1*;
- 1.1.44. **"Programme(s)"** shall mean without limitation song and music based programs, dance based programs, fiction, non-fiction/reality/talent contest programs, fillers, live/deferred live commercial and non-commercial ground events and award shows, produced by the Assignee, its Affiliates and/or its sub-licensees either directly or through third party or acquired from third party(s); or episodes thereof embodying Songs of the Assigned Film or those programs, shows and/or events that are acquired by the Assignee, its Affiliates and/or its sub-licensees containing the Songs of the Assigned Film for exploitation through the Distribution Platforms;
- 1.1.45. **"Publicity Material"** shall mean promos/trailers, artwork, and any other publicity materials of the Assigned Film including audio-visual or print materials that will be provided by the Assignor to the Assignee, on best effort basis, as and when available or created by the Assignee and/or its Affiliates from the Assigned Film;
- 1.1.46. **"Promotional Merchandising Rights"** shall mean the right to use any and/or all elements/parts of the Assigned Film and/or the underlying artistic, literary, dramatic works, sound recordings (other than songs), audio visual and visual recordings (other songs of the Assigned Film), images, clips, names/likeness/caricatures of all the characters and/or the artists/performers portraying such characters in the Assigned Film and the trademarks including the title of the Assigned Film ("**Elements**") for the purpose of creating/ designing using/ applying/ embodying/ based on such Elements and/or including, and/or packaging and/or displaying such Elements on or within any product or any service only for the limited purpose of promotion of the Assigned Film and/or the Assigned Rights including but not limited to co-branded advertisements and promotions;
- 1.1.47. **"Promotion Rights"** shall mean the right to promote the Assigned Film and for such purpose use any image, audio, visual or audio visual from the Assigned Film to create such promotional material ("**Promos**") and to exhibit such Promos on any medium including but not limited to through Distribution Platforms;
- 1.1.48. **"Public Exhibition Rights"** shall mean the right to use and exploit the Assigned Film in any public platform/medium such as railway waiting rooms/platforms, airports, stadiums, etc.;
- 1.1.49. **"Runs"** shall mean the frequency of exploitation of the Assigned Film as specified in Schedule 1. For the purposes of this Agreement, the Runs shall be construed as unlimited rotation of the



Assigned Film in the Distribution Platforms during the Term unless specifically restricted under this Agreement;

- 1.1.50. **"Satellite Broadcasting"** shall mean delivery of services consisting of audio visual content which is uplinked and broadcasted (in digital or analogue mode) through satellite in extraterrestrial orbit and beamed down to the earth where such signals of the services are received by way of a satellite antenna and re-broadcast of such signals (in digital or analogue mode) by means of wireless diffusion or through cable (fibre optic or coaxial wire) through different platforms including but not limited to the Distribution Platforms and/or any other platforms devised in future during the Term. It is clarified for the avoidance of doubt that the reference to Distribution Platforms herein is only for the purpose of retransmissions of satellite based services as aforesaid and not for the purpose of any other direct linear transmissions. The term Satellite Broadcasting includes Free Television and Pay Television;
- 1.1.51. **"Subtitling Rights"** shall mean the right to subtitle the Assigned Film in the Permitted Languages;
- 1.1.52. **"Surface Transport Rights"** shall mean the right to exhibit the Assigned Film by any manner or means to the passengers/occupants on any mode of transport plying on the surface of the earth including roads and railways;
- 1.1.53. **"Subscription Video on Demand ("SVOD")"** shall mean that mode of programming distribution by which a package of programs (defined by quantity or time period or type/category of product) is delivered by a programming service on an on-demand basis through any of the Distribution Platforms, upon payment of a subscription (and not a per program or per exhibition) fee, to view such programs at a time chosen by the subscriber entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such program using computer information storage, retrieval and management techniques, during the subscription period determined by the service provider, but excludes a digital download service through which users receive a perpetual license to own a digital copy of the program;
- 1.1.54. **"Syndication Rights"** shall mean the Assignee's right to further license(s) and allow sub-license(s) of the Assigned Rights of the Assigned Film where song(s) of the Assigned Film are incorporated or any part thereof to any third party during the Term and within the Territory as it deems fit, subject to the terms of this Agreement;
- 1.1.55. **"Terrestrial Television"** means the rights to broadcast the Assigned Film as part of the linear television programming service/channel(s) which is available for reception without the use of any decoding, decrypting, satellite receivers and can be received by standard television sets through the means of a rooftop antenna or such other device situated at the premises of the viewer which is capable of receiving terrestrial waves/signals either in analogue or digital format and/or via any other technology which may be invented from time to time and the expression **"Terrestrial Television Rights"** shall be construed accordingly. It is hereby clarified that Terrestrial Television shall also include any broadcast provided by re-transmission by other Distribution Platforms who receives and retransmits such terrestrial broadcast simultaneously only if the local law of such part of the Territory mandates such re-transmission by other Distribution Platforms;
- 1.1.56. **"Term"** shall mean the term of this Agreement as specified in Clause 4 of the Principal Terms;
- 1.1.57. **"Territory"** shall mean the territory as set out in Schedule 1;
- 1.1.58. **"Transactional Video on Demand ("TVOD")"** shall mean that mode of programming distribution by which an individual program is delivered by a programming service on an on-demand basis through any of the Distribution Platforms that permits the subscriber, upon payment of a separate one-off fee, to view such program at a time chosen by the subscriber entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such program using computer information storage, retrieval and management techniques during a certain period after the subscriber's first viewing of the program.





ASAK  
AHMEDABAD  
GUJARAT STATE  
PRD NO. 32628/2025



**SCHEDULE 3**  
**STANDARD TERMS AND CONDITIONS**

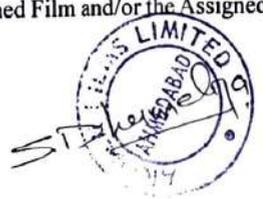
**1. DEFINITIONS AND INTERPRETATION**

Terms not defined herein shall have the same meanings as in Schedule 2 of the Definition and Interpretation.

**2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES**

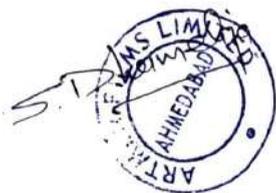
The Assignor represents, warrants, declares, undertakes and agrees that:

- 2.1. The Assignor is the producer of the Assigned Film and the legal holder of the intellectual property rights with respect to the Assigned Film in any format throughout the Territory and the Assignor has not waived any of its rights as the copyright owner of the Assigned Film.
- 2.2. The Assignor is the sole, absolute, exclusive and unencumbered right holder of the Assigned Rights in and with respect to the Assigned Film for the Term and Territory and that it has not, prior to the signing of this Agreement, granted, transferred, created lien, mortgaged or encumbered in any way and in any manner whatsoever the Assigned Rights or any part thereof to any other person to the prejudice of the Assignee.
- 2.3. The Assignor hereby agrees to submit (along with the delivery of the Film Materials), a No Objection Certificate (NOC) from the co-producer(s) of the Assigned Film or any third party(ies), as the case may be, stating that the Assignor has the complete authority to license the Assigned Rights of the Assigned Film to the Assignee under this Agreement without any objection or hindrance by the co-producer(s) or any third party whatsoever. No other licenses, consents, permissions or payments are necessary to exercise the Assigned Rights or any part thereof by the Assignee.
- 2.4. The Assignor is not under any disability, restriction or prohibition, whether legal, contractual or otherwise, which shall prevent the Assignor from performing or adhering to any of its obligations under this Agreement and has not entered into and shall not enter into any agreement that may violate the terms of this Agreement.
- 2.5. The execution and delivery of this Agreement and the performance by the Assignor of its obligations under this Agreement have been duly and validly authorized by all necessary corporate actions on the part of it. This Agreement constitutes legal, valid and binding obligation enforceable against it in accordance with its terms.
- 2.6. The Assignor warrants that the exercise of any of the Assigned Rights granted hereunder by the Assignor to the Assignee will not infringe any right whatsoever (including but not limited to the copyright, trademark, right to privacy) of any third party.
- 2.7. The Assignor undertakes that the Assigned Film shall, without fail, release upon the Theatrical Release Date (as set forth in Schedule 4). Further undertakes that the Film Materials (including the Masters) shall be delivered as per the timelines mentioned in this Agreement. If for any reason whatsoever, the Assigned Film is not released for theatrical exhibition on the Theatrical Release Date, then in such an event the Assignor shall be liable to pay an interest at the rate of 18% (eighteen percent) on the amounts paid by the Assignee under this Agreement calculated from the Theatrical Release Date (as set forth in Schedule 4) until the actual date of theatrical release of the Assigned Film in India. In the event the Assigned Film is not released for theatrical exhibition even after a period of 6 (six) months from the Theatrical Release Date, then in such an event either (i) the Assignor shall continue to remain liable to pay an interest at the rate of 18% (eighteen percent) on the amounts paid by the Assignee under this Agreement calculated from the Theatrical Release Date (as set forth in Schedule 4) until the actual date of theatrical release of the Assigned Film OR (ii) the Assignee shall have a right to terminate this Agreement whereby the consequences of termination as stated in clause 8.2 of the Standard Terms and Conditions of this Agreement shall be applicable on the Assignor.
- 2.8. There is no present or prospective claim, proceeding, litigation or arbitration in respect of the Assigned Film and/or the Assigned Rights and/or the title thereof and/or the ownership of copyright



in the Assigned Film which may in any manner impair, limit, inhibit, diminish or infringe upon any or all of the Assigned Rights granted herein or the performance of the obligations of the Assignor under this Agreement.

- 2.9. The Assignor represents and warrants that the relevant Link Documents shall be furnished by the Assignor in relation to the Assigned Film and the copies of the Link Documents are complete copies of the original and the Link Documents remain in full force and effect and none of its terms or conditions shall be amended, varied or waived in any manner whatsoever, whether by course of conduct or otherwise to the prejudice of the Assignee. The Assignor is duly entitled under the Link Documents to license the Assigned Rights of the Assigned Film without requiring any consent from the author and any third party of the Assigned Film in this regard.
- 2.10. The Assignor acknowledges that the Assignee shall be entitled to issue public notice inviting claims and objections, if any, from third parties in relation to assignment / license of the Assigned Rights of the Assigned Film as per the terms of this Agreement.
- 2.11. The Assignor has not committed any default and/or breached any warranty or representation with respect to the production of the Assigned Film with any third party, or under any other agreement with any third party or any other event which might constitute an event of default or breach of warranty or obligation of the Assignor and thereby resulting in any defect or restriction in any rights in the Assigned Film or which will prevent the Assignor from performing its obligations under this Agreement.
- 2.12. The Assignor shall not, during the subsistence of the Agreement, exploit or permit the exploitation of the Assigned Rights during the Term and in the Territory or create an adverse title to the Assigned Rights or any part thereof in any manner in the Assigned Film in the Territory.
- 2.13. The Assignor has not encumbered or assigned or licensed or transferred or otherwise disposed of any rights of copyright or other rights in or relation to the Assigned Rights of the Assigned Film and the Assignor shall not assign, encumber or transfer or otherwise dispose of any of the foregoing whereby limiting and/or restricting the Assignee from exercising the Assigned Rights of the Assigned Film during the Term in any manner.
- 2.14. This Agreement and the Link Documents in relation to the Assigned Film(s) are not in contravention of Section 19(8) of the Copyright Act, 1957 and shall in no manner be contrary to the terms and conditions of the rights already assigned by the Assignor or the authors of the Assigned Film (including the literary works and musical works) to any copyright society in which the Assignor or the authors are members.
- 2.15. The Assignor hereby declares and affirms that the contents of the Assigned Film is in conformity with the laws prevailing in India and have been duly censored by the CBFC. In case the Assigned Film, as certified by CBFC, is not suitable for unrestricted exhibition under the Cinematograph Act, 1952, the Assignor undertakes to do the needful to obtain "U"/ "U/A" exhibition certificate from the CBFC as per the Cinematograph Act, 1952 before handing over the Masters to the Assignee on dates and terms set out in this Agreement.
- 2.16. The Assignor undertakes to replace the tapes of the Assigned Film if the format of the Assigned Film does not meet the technical specifications of the Assignee (as set forth in Schedule 5 of this Agreement).
- 2.17. The Assignor represents and warrants that the Assigned Film and underlying works thereof do not infringe any right including intellectual property right and/or moral rights of any third person. The Assignor further warrants that the exercise of any of the Assigned Rights granted hereunder by the Assignor to the Assignee will not infringe any right whatsoever (including but not limited to the copyright, trademark and right of privacy) of any third party. The Assignor hereby declares and affirms that the Assigned Film is in conformity with the laws prevailing in the Territory.
- 2.18. The Assignor has obtained all necessary permissions, approvals or waivers to use or authorize the use of the likeness, name, photographs and/or voice of the artist(s)/talent(s) included in the Assigned Film for the Term and throughout the Territory. The Assignor further represents and warrants that the exploitation of the Assigned Rights by the Assignee will not be in violation of any personality rights of any of the artist(s)/talent(s) included in the Assigned Film.



2.19. The Assignor has secured the irrevocable and unconditional waiver of any moral rights of performers/contributors to or in the Assigned Film if and insofar as the same are or may be inconsistent with or conflict with the Assigned Rights granted to the Assignee.

2.20. Save as agreed under the Agreement, the Assignee is not responsible for procuring any music licenses or authorizations including any performance licenses in respect of any music incorporated in the Assigned Film.

2.21. In the event if the Assignor commences the production of any other film/s / theatrical release (" Subsequent Films") prior to the release of the Assigned Film, The Assignor undertakes to obtain prior written consent from the Assignee prior to the assignment of satellite, digital and all other allied rights in respect of the Subsequent Film/s to any third party/person and also undertake not to release the Subsequent Film/s prior to the Assigned Film. Further , the Assignor agrees and confirms that until the refund of the monies received from the Assignee at the rate of 18%(eighteen percent) till the actual realization on the amount, the Assignee shall have the first and paramount lien and charge on all the intellectual property rights and all other rights of the Subsequent Film/s and further until the refund as above the Assignor shall not be entitled to release the Subsequent Film/s.

2.22. The Assignor shall mention in the opening credits of the Assigned Film that "Blue God Entertainment Limited" is the exclusive streaming partner for the Assigned Films.

2.23. The Assignor shall arrange for the interview/ program (non-fiction) with the crew of the Assigned Film/s at the request of the Assignee.

### 3. AUTHORISATION

The Assignor hereby empowers and authorizes the Assignee to take any lawful action, legal proceeding or other proceedings to safeguard the Assigned Rights under this Agreement, and if required by the Assignee to do so, the Assignor shall be included as a party to such proceedings to safeguard the Assigned Rights granted herein. For this purpose, if necessary, the Assignor shall execute such documents/deeds/papers/affidavit/power of attorney to enable the Assignee to commence, prosecute and defend action/proceedings.

### 4. DUE DILIGENCE

4.1. It is agreed between the Parties that the Assignee shall be entitled but not obligated (without prejudice to any other rights and remedies under this Agreement or in law) to conduct a due diligence of the Link Documents pertaining to the Assigned Film to verify the Assignor's chain to the chain of title to the Assigned Film and confirm that all the Assigned Rights vest with the Assignor as made available to the Assignee including for the Territory and for the entire Term ("Due Diligence Exercise"). The Assignor undertakes to furnish all the Link Documents including any amendment/addendum, and other such clarifications or documents as may be required to the Assignee no later than 15 (fifteen) days from the execution of this Agreement. The Assignor undertakes to procure all the clarifications including the execution of any additional document required by the Assignee from time to time during the Due Diligence Exercise ("Due Diligence Clarifications"), to enable the Assignee's unfettered exploitation of all the Assigned Rights in all parts of the Territory and throughout the Term. The Assignor undertakes to procure such Due Diligence Clarifications and furnish the same to the Assignee no later than 7 (seven) days from the receipt of comments from the Assignee.

4.2. However, pursuant to the completion of due diligence upon receipt of all Link Documents and necessary documents or pursuant to any public notice issued by Assignee, if Assignee in its discretion determines/suspects any defect in the Link Documents which may hamper the exploitation of Assigned Rights and/or the objections and/or claims received pursuant to the public notice is such that the Assigned Rights or any part thereof to such Film cannot be exploited and/or would prejudice Assignee's exploitation of the Assigned Rights or any part thereof, then without prejudice to any other rights or remedies available to it under this Agreement or in law, Assignee may request the Assignor to replace the Assigned Film with any other film as mutually agreed between the Parties ("Replacement Content"). All the terms of this Agreement will apply *mutatis mutandis* to such Replacement Content.



- 4.3. If pursuant to the Due Diligence Exercise or pursuant to any public notice issued by the Assignee, the Assignee is of the opinion that all or any of the Assigned Rights are not available for exploitation by the Assignee or may result in objection from a third party during the Term and/or in the Territory or any part thereof and furthermore, if the Assignee is not desirous to acquire any Replacement Content, then in such a case the Assignee shall notify the Assignor of the same in writing and shall at its sole option, be entitled to terminate this Agreement forthwith and whereby the consequences in accordance with Clause 8.1 of the Standard Terms and Conditions under this Agreement shall be applicable.

## 5. INDEMNITY

- 5.1. The Assignor hereby undertakes to indemnify and keep indemnified the Assignee, its Affiliates, group companies, its respective directors and employees, at all times from and against any and all loss, actions, proceedings, disputes, claims, demands, damages, costs (including without prejudice to the generality of this provision legal costs of the Assignee of a solicitor, lawyer, etc.), awards and consequences, however arising, directly or indirectly, as a result of any breach of the Assignor's representations, undertakings, warranties, or obligations under this Agreement including but not limited to any third party claims against the Assignee arising thereof.
- 5.2. The Assignee shall not be responsible for any unfulfilled obligation and liability of the Assignor and/or the producers of the Assigned Film towards any persons, party, company and/or organization in connection with the production, finance, employment or any other contractual and non-contractual agreements for the production of the Assigned Film. The Assignor shall also defend and indemnify the Assignee for any payment due on account of any unfulfilled obligations and/or liabilities, any statutory employment obligations (e.g. salary, wages, provident fund, employees state insurance corporation, medical benefits, etc.), which the Assignor and/or the producers of the Assigned Film may have to fulfil towards the employment of any personnel in the course of the production and/or distribution/exploitation of the Assigned Film.
- 5.3. Under no circumstances, shall the Assignee be liable to the Assignor for indirect, incidental, consequential, special or exemplary damages (even if such Party has been advised of the possibility of such damages), in connection with its obligations under this Agreement.
- 5.4. Notwithstanding any other provisions in this Agreement, the provisions of Clause 5 shall survive earlier termination of this Agreement.

## 6. CONFIDENTIALITY

- 6.1. The Party receiving the Confidential Information shall:
- 6.1.1. use the Confidential Information only for the purpose of fulfilling its obligations under this Agreement and for no other purpose; and
- 6.1.2. keep the Confidential Information confidential, except: (a) to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction, in which event the party making such disclosure shall seek confidential treatment of such information; (b) as part of its normal reporting or review procedure to its parent/group/Affiliate company, its auditors and its attorneys, provided, however, that the parent/group/Affiliate company, auditors and attorneys agree to be bound by the provisions of this Clause 6.1.2; and (c) to enforce its rights pursuant to this Agreement.
- 6.2. For the purpose of this Agreement "Confidential Information" shall mean any electronic, written or oral information, including the Assigned Film and the terms and contents of this Agreement and not limited to production, creative contents, business details, financial information, and so on, which is disclosed by one party to the other in the course of this transaction. Confidential Information shall not include:
- 6.2.1. The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Assignee; or
- 6.2.2. The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it;



- 6.3. Neither Party may make any public announcement or press release about the terms and conditions of this Agreement without the other Party's prior written approval and consent.

7. **THIRD PARTY CLAIMS/ RESTRAINING ORDER:**

During the validity of the Term of the Assigned Rights of the Assigned Film, if a claim by any third party is made: (a) in relation to the ownership of the copyright; and/ or (b) in relation to any of the Assigned Rights of the Assigned Film; and/ or (c) on the Assigned Film; and/ or (d) if the Assignee is unable to exploit the Assigned Rights for the Assigned Film in accordance with the terms of this Agreement due to any restraining order/ notification issued by any judicial authority and/ or statutory authority and/ or any government authority and/ or any regulatory authority, then, the Assignee shall immediately notify the Assignor in writing (via email or letter) and the Assignor shall resolve such third party claims to the satisfaction of the Assignee and/ or vacate any restraining order as aforesaid within 30 (thirty) days of receipt of the notice from the Assignee, failing which the consequences in accordance with Clause 8.1 of the Standard Terms and Conditions under this Agreement shall be applicable.

8. **TERMINATION**

- 8.1. The Assignee shall have a right, without prejudice to any other right or remedy available to the Assignee under the Applicable Law or equity, to terminate this Agreement, after the completion of the stipulated written notice period, if:
- 8.1.1. The Assignor is in breach of any of its representations, warranties, undertaking and obligations specified under this Agreement and if rectifiable, fails to cure the same within a notice period of 30 (thirty) days.
- 8.1.2. Parties cannot mutually agree on the Replacement Content within thirty (30) days from the date of the Assignee requesting the Assignor to provide the Replacement Content.
- 8.1.3. There are any claims received by the Assignee from any third party and the Assignor fails to act upon and rectify such claims in accordance with Clause 7 of the Standard Terms and Conditions under this Agreement.
- 8.1.4. There are any claims and/or objections are received in furtherance of the public notice issued in accordance with the provisions under this Agreement or otherwise, the Assignor shall, if rectifiable, be obliged to act upon and resolve such claims within a notice period of 30 (thirty) days.
- 8.1.5. The Assigned Film is banned in India by the government/ local authority/ regulatory authority for any reasons whatsoever, and if rectifiable, the Assignor fails to cure the same within a notice period of 30 (thirty) days.
- 8.1.6. The Assignor fails to deliver the Film Materials (including the Masters) to the Assignee which meet the technical specifications of the Assignee (as set forth in Schedule 5 of this Agreement), within the stipulated timelines as agreed between the Parties under this Agreement or fails to rectify the technical defects and/or replace the Film Materials within a period of 30 (thirty) days in accordance with Clause 11 of the Standard Terms and Conditions under this Agreement.
- 8.2. In the event of termination of this Agreement by the Assignee in accordance with any of the provisions mentioned in Clause 8.1 of the Standard Terms and Conditions, the Assignor shall be liable to forthwith refund of the Assignment Fee already paid by the Assignee in respect of the Assigned Film under this Agreement along with 18% (eighteen percent) interest per annum on such paid Assignment Fee calculated from the date of payment of the first tranche in accordance with Clause 5 of the Principal Terms until realization thereof of such amount by the Assignee.
- 8.3. However, the termination of the Agreement shall not affect any of the obligations of the Parties arising hereunder this Agreement prior to the date of termination.
- 8.4. All the above rights and remedies shall be cumulative and in addition to any and all other rights and remedies whatsoever to which either Party may be entitled.



- 8.5. Notwithstanding the termination of this Agreement, the provisions of this Agreement related to rights, indemnity, confidentiality, governing law, consequences of termination and all accrued claims, the nature of which should reasonably require the survival thereof shall survive the termination of this Agreement.

## 9. FORCE MAJEURE

In the event of either Party is unable to render and perform its obligations under this Agreement on account of Force Majeure events (which term includes act of god, public enemy, epidemics, revolt, strikes, riot, terrorist attack, fire, flood, war, typhoon and any regulation of the government or order of any competent statutory or judicial authority or of any government in the Territory) to perform any obligation required to be performed by the Parties under this Agreement, in which case the obligation hereunder shall be suspended, upon notification in writing by the Party affected by such force majeure events to the other Party supported by satisfactory evidence for the period of delay caused by such Force Majeure event. Further, if the Assignee is not able to exploit the Assigned Rights due to any Force Majeure conditions, the Term of this Agreement shall be extended for a period equal to such period of the Force Majeure. However, if the Force Majeure event continues for a period of more than 30 (thirty) days, then the affected Party may at its option terminate this Agreement by giving a notice to the other Party. In such case, pro-rata refund, calculated from the Start Date, shall be made forthwith by the Assignor to the Assignee.

## 10. GOVERNING LAW AND JURISDICTION

This Agreement (and any dispute, difference, proceeding or claim of whatever nature arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the laws of India and shall be subject to the exclusive jurisdiction of Ahmedabad courts only.

## 11. DELIVERY OF MATERIALS

The Assignor shall deliver the Masters to the Assignee as per the technical specifications set forth in Schedule 5, in accordance to the terms set forth in Clause 9 of the Principal Terms and Conditions of the Agreement, at the address of the Assignee specified in the title Clause, at the cost of the Assignor. The Parties agree that if there is a delay in the delivery of Masters beyond the timelines agreed upon by the Assignor or until successful clearance of the Masters post technical and quality checks, then the Term shall be extended accordingly in proportion to such delay or clearance. It is clarified that in the event the Masters do not meet the technical specifications of the Assignee, the Assignor shall forthwith replace the Masters to the satisfaction of the Assignee.

## 12. MISCELLANEOUS

- 12.1. This Agreement shall not be deemed to create any partnership, joint venture, agency or employment relationship or association of parties between the Parties. It is hereby agreed that this Agreement is on a 'principal to principal' basis and neither Party shall describe itself as an agent or representative of the other Party, or bind the other Party in any manner whatsoever other than under the terms of this Agreement, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable, whether directly or indirectly, for any obligation and/or responsibility to any third party, or enter into contracts on behalf of the other Party.
- 12.2. The Assignee shall not be held responsible or liable to the Assignor or to any third person for any expense incurred by the Assignor unless specifically set forth in this Agreement, nor will the Assignee be held responsible or liable to the Assignor or to a third person for or on account of any of the Assignor's employees or agents.
- 12.3. The Assignor agrees to execute any additional document that may be required or desirable to fully effectuate the purposes and intent of this Agreement or to carry out the obligations of the Parties hereunder.
- 12.4. This Agreement contains the full and complete understanding between the Parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by the Parties to this Agreement.



- 12.5. If for any reason whatsoever, any provision of this Agreement becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.
- 12.6. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- 12.7. No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right power, privilege or remedy preclude any other or further exercise of any right power privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law or in equity.
- 12.8. In the event Subtitling Rights are granted under Schedule 1, the Assignee shall create subtitled transcript(s) of the Assigned Film for the Term, and in case the Assignor desires to have access and use of such element(s), Assignor will require the Assignee's prior written consent on cost and terms to be negotiated in good faith.
- 12.9. This Agreement including all the rights and obligations herein are non-assignable by the Assignor. However, the Assignee shall be entitled to assign any or all of its rights under this Agreement. In such an event all the representations, warranties and covenants on the part of the Assignor contained in this Agreement shall be binding on the representatives, heirs and beneficiaries of the Assignor and the Assignor's estate and shall ensure for the benefit of any assignee or sub-assignee of the Assignee.
- 12.10. All notices, requests, approvals, and consents required to be given hereunder shall be given in writing and shall be sent by personal delivery, by certified mail, or by electronic mails (to the concerned authority) at the respective addresses of the Parties set forth above, or such other addresses as may be designated in writing.
- 12.11. The Stamp Duty payable on this Agreement shall be borne equally by the Parties.



Validity Dr. 14/01/2030  
STAT

NOTARY  
NARESH F. SHARMA

SCHEDULE 4

**SPECIFICATIONS OF THE ASSIGNED FILM**

Sr. No.	Assigned Film	Lead Star Cast	Theatrical Release Date	Start Date	End Date	Assignment Fee (in INR)
1	<b>Choranta</b>	Tushar Sadhu, Shailesh Dhameliya, Vidit Sharma, Bhumika Barot	NA	Date of theatrical release	Perpetuity	1,00,00,000/-

S.D. Sharma  
ART MEN FILMS LIMITED

BLUEGOD ENTERTAINMENT LIMITED

## SCHEDULE 5

### TECHNICAL SPECIFICATIONS

All cinematograph films that are made from year 2000 and onwards, need to be delivered in 4K format. Cinematograph films that are made before year 2000 can be delivered in HD format incase 4K is not available.

#### MASTER – DELIVERABLES

##### 4K Deliverables –

###### DPX – 4K:

- **Format:** DPX (RAW Scan)
- **Resolution:** 4096 x 2160 (or as per source)
- **Frame Rate:** 24 fps / 50 fps (as per source)
- **Scan Type:** Progressive
- **Aspect Ratio:** 17:9
- **Audio:** Synched 5.1 Mix & Unmix along with Stereo Mix & Unmix audio file (Refer track allocation section).

###### MOV – UHD:

- **Format:** Apple ProRes 422 HQ 50p
- **Resolution:** 3840 X 2160
- **Frame Rate:** 50fps
- **Scan Type:** Progressive
- **Aspect Ratio:** 16:9
- **Audio:** 5.1 Mix & Unmix along with Stereo Mix & Unmix audio (Refer track allocation section). Ensure proper 5.1 & Stereo down mixing from 7.1 or Atmos source.
- **Separate 7.1 or Atmos Audio track file (If Available).**

*Audio tracks should be slapped with the video files and must be in sync with the video*

##### HD Deliverables –

###### MOV – HD:

- **Format:** Apple ProRes 422 HQ 50i
- **Resolution:** 1920 x 1080 (Full HD)
- **Frame Rate:** 25 fps
- **Scan Type:** Interlaced
- **Aspect Ratio:** For Cinemascope/Letter Box - 2:3  
: For full screen - 1:78
- **Audio:** 5.1 Mix & Unmix along with Stereo Mix & Unmix audio (Refer track allocation section). Ensure proper 5.1 & Stereo down mixing from 7.1 or Atmos source.
- **Separate 7.1 or Atmos Audio track file (If Available).**

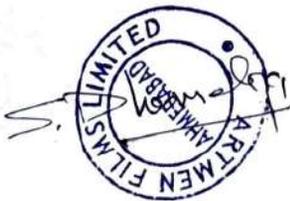
*Audio tracks should be slapped with the video files and must be in sync with the video*

##### SD Deliverables –

###### MOV – SD:

- **Format:** Apple ProRes 422 HQ
- **Resolution:** 720 x 576
- **Frame Rate:** 25 fps
- **Scan Type:** Interlaced
- **Aspect Ratio:** For Cinemascope/Letter Box - 2:3  
: For full screen - 4:3
- **Audio:** Stereo Mix & Unmix audio (Refer track allocation section).

*Audio tracks should be slapped with the video files and must be in sync with the video*



### Guidelines for Video –

- Conversion from 24 to 25 fps should be without any jerks/strobe in panning or motion shots.
- Luminance level should not exceed 100 IRE with +2% tolerance.
- Chroma level should not exceed 3% (Note: use EBU first generation color bar, 100% saturation, 75% amplitude for standard lineup). Final output should be recorded without RGB gamut error.
- Avoid excessive black crushing.
- Video should be free from ringing, smear, echoes, incorrect gamma, poor resolution, compression artifacts and flare.
- Color rendition (skin tones) shall be neutral.
- Movie should be delivered in a single seamless file.
- Each segment should start from 10:00:00:00.
- CC should be inserted at the beginning.

### Audio Levels Specifications –

- **5.1 Audio Levels:** -6dbfs (-18dbfs to -9dbfs Average with Dynamic Peak to -6dbfs)
- **Stereo Audio Levels:** -6dbfs (-18dbfs to -9dbfs Average with Dynamic Peak to -6dbfs)
- **Bit Rate:** 24 bit
- **Sample Freq.:** 48 KHz
- **Audio Format:** PCM WAVE
- **Audio Type:** 5.1 / Stereo
- **Loudness:** -23 LUFS (Long Term Integrate) +/- 2LU
- **Audio Standards:** EBU R128

### Guidelines for Audio –

- The Audio signal should be free of noticeable noise or spurious signals such as humming, distortion or sibilance, bassy, clicks, crackle, booming or buzzing.
- Wow of flutter should not be objectionable. Phase & Lip-sync errors should be avoided

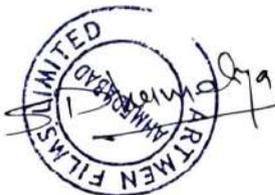
### Track Allocation –

#### 5.1 + Stereo – Mix & Un-mix File Format

- 1) Track 1 ----- Left Mix of Stereo
- 2) Track 2 ----- Right Mix of Stereo
- 3) Track 3 ----- Left Channel of 5.1 Mix (L)
- 4) Track 4 ----- Right Channel of 5.1 Mix (R)
- 5) Track 5 ----- Center Channel of 5.1 Mix (C)
- 6) Track 6 ----- Sub Channel of 5.1 Mix (LFE)
- 7) Track 7 ----- Surround Left Channel of 5.1 Mix (Lsr)
- 8) Track 8 ----- Surround Right Channel of 5.1 Mix (Rsr)
- 9) Track 9 ----- Left M&E of Stereo
- 10) Track 10 ----- Right M&E of Stereo
- 11) Track 11 ----- Left Channel of 5.1 M&E (L)
- 12) Track 12 ----- Right Channel of 5.1 M&E (R)
- 13) Track 13 ----- Centre Channel of 5.1 M&E (C)
- 14) Track 14 ----- Sub Low Channel of 5.1 M&E (LFE)
- 15) Track 15 ----- Left Channel of 5.1 Surround M&E (Lsr)
- 16) Track 16 ----- Right Channel of 5.1 Surround M&E (Rsr)

#### Stereo – Mix & Un-mix File Format

- 1) Track 1 ----- Left Mix of Stereo.
- 2) Track 2 ----- Right Mix of Stereo.
- 3) Track 3 ----- Left M&E of Stereo.
- 4) Track 4 ----- Right M&E of Stereo



**SUPPORTING DELIVERABLES**

- CENSOR SCRIPT

- DELETED SCENES

- MARKETING MATERIAL

Marketing / PR material to be made available.

All marketing material like promotional images (open source files), PR articles etc. to be submitted

- PROMOS/TRAILERS

Launch promos and trailers to be made available in the highest format

- MAKING

- Behind the scenes shot or making of the movie

**GUIDELINES FOR M & E CREATION**

- All the Audio Tracks used for creating the M&E Track has to be of Good Quality with High bit & Sample Rate.
- All the Audio Tracks (Music, Efx, Foleys, songs etc.) should be in Stereo.
- The designed audio and music should be similar to the original tracks as per the feel or requirement of the scene.
- Missing Foleys and effects to be added wherever required
- The original mix Audio Should be used as reference to create the M&E Tracks.
- If any stock Music & EFX Track has to be used, then the tone of that original track has to match with the created Audio Tracks.
- Do not Compressed the Audio, Keep good Dynamic within the mix and as per the need of the Scene.

