

therewith including (without prejudice to the generality of the expression "Musical & Literary Works), the vocal and instrumental music recorded in Cinematograph film(s)/Sound Recording(s), the words and/or music of monologues having musical introduction, and/or accompaniment, and the musical accompaniment of non-musical plays, dramatic-musical works including operas, operetta's, musical plays, revues or pantomimes and ballets, videos, plays, serials, documentaries, dramas, commentaries etc. accompanied by musical & literary work and the right of authorizing any of the said Acts.

- (f) The expression "Mechanical Right" means and includes the right to reproduce and / or store any Literary Work and/or a Musical Work for exploitation (including without limitation the acts generally known as streaming, downloading and/or otherwise) on the internet or other means of online and/or mobile digital delivery of the Literary and Music Works in any material form and/or in any medium and/or electronic form by way of making Sound Recordings and/or Cinematograph Film or Visual Recording of the Musical Works and/or Literary Works or parts thereof, the right to issue, distribute, lend or rent or hire copies or any part thereof of the Literary Work and/or Musical Work including as part of or incorporated in a Sound Recording and/or Cinematograph Film to the public not being copies already in circulation. For clarity, the Mechanical Right does not include the "Synchronisation Right".
- (g) The expression "Reciprocal Representation Agreement" shall mean agreements executed by the Assignee i.e., The Indian Performing Right Society Limited with any Foreign Copyright Society or Foreign Collective Management Organisation ("CMO") for the collective management of rights of the respective literary and/or musical works of their right holders/ members enabling each other to offer on its respective domestic territory, the repertoire of all the members represented by the other Society or foreign Organisation participating in the representation agreement.
2. Subject to the other terms of this Deed, the Assignor hereby assigns to the Assignee as per Section 18 and as per Section 34 of the Copyright Act, 1957, for all parts of the world in respect of the Mechanical Right and all parts of the world in respect of the Performing Right, effective the date of this Assignment Deed, all Performing Rights and Mechanical Rights (as defined) in Indian Musical Works and/or in the Indian Literary Works, which now belong to or shall hereafter be acquired by or be or become vested in the Assignor (to the extent of the Assignor's interest, ownership or control therein) for the period of the Assignor's membership with the Assignee ("the Term") for administration of rights of the Assignor (including by execution of Reciprocal Representation Agreements) and also hereby grants in favour of the Assignee exclusive authorization on behalf of the Assignor to collect royalty on behalf of the Assignor in respect of the Performing Right and Mechanical Right **in Consideration** of the Assignor's performance of its obligations to the Assignee and the Assignor being assured of his admission to the membership of the Assignee and all such parts or shares (whether limited as to time, place, mode of enjoyment or otherwise) and/or all such interests, in the Performing Rights or Mechanical Rights in Indian Musical Works and/or in the Indian Literary Works as so belong to or shall be so acquired by or become vested in the Assignor (all such premises hereby assigned or expressed or intended to be assigned or expressed are hereinafter collectively referred to as "the Rights Assigned") TO HOLD the same unto the "Assignee" for its exclusive benefit save as otherwise set out in this Deed during the residue of the Term. The Assignor undertakes to follow the terms of membership of the Assignee including but not limited to those contained in the Articles of Association of the Assignee to the extent consistent with this Deed (as the same may be amended and/or varied from time to time) and this assignment shall subsist and be valid only for and during the period of the member's Membership of the Assignee under the Articles of Association of the Assignee. It is clarified that upon termination or withdrawal of membership this Assignment shall immediately revert to the Assignor provided such termination or withdrawal of membership shall not affect the operation of any existing license issued by the Assignee before such termination or withdrawal of membership and such license granted by the Assignee shall remain valid till the expiry of such license subject to the term of such license not extending for a period of 12 calendar months beyond date of such termination of membership by Assignee.
3. The "Assignee" doth hereby covenant with the "Assignor" that the Assignee will in timely manner as stipulated by the Rules & Regulations of the Assignee pay to the "Assignor" such sums of money out of the monies collected by the Assignee in respect of the exercise of the Performing Rights and Mechanical Rights in all its works of its members as the "Assignor" shall be entitled to receive in accordance with the Copyright Act, 1957 as amended from time to time. The Assignor and the Assignee respectively recognizes the right of the respective Owner Publisher to receive 50% and the right of the Composer to receive 25% and that of the Lyricist to receive 25% of the distributable royalties collected/received by the Assignee, provided however, only if such Composer or Lyricist or Owner Publisher is a Member of the Assignee. Subject to any foreign contractual arrangements in relation to Foreign Musical and Foreign Literary Works and/or unless the Assignee is notified of any contrary foreign contractual arrangement, it is agreed that the Assignee will not discriminate between Indian Musical and Indian Literary Works and Foreign Musical and Foreign Literary Works (although the Assignee acknowledges that no rights in Foreign Musical and Foreign Literary Works are granted by the Assignor to the Assignee).
4. The Assignor doth hereby covenant with the Assignee that the Assignor has good right and full power to assign the owned works and the rights assigned in the manner aforesaid to the Assignee and hereby warrants that the Indian Musical & Literary Works, in respect of which the Rights are hereby assigned or purported to be assigned, do not or will not as the case may, be infringe the Copyrights in any other Works and that the Assignor will at all times hereafter keep the Assignee harmless and indemnified against all loss, damage, costs, charges and expenses which the Assignee may suffer or incur in respect of any claims which may be made upon or against the Assignee in respect of or as a result of any exercise by the Assignee or any of the rights which are hereby assigned or purported to be assigned to be the Assignee and that the Assignor shall and will do and/or cause to execute and make all such acts, deeds, powers of attorney, assignments and assurances for the further betterment and/or more satisfactory assigning in the Assignee or enabling the Assignee to enforce the rights assigned or any part thereof as the Assignee may from time to time reasonably require.
5. If any term, provision, covenant or condition of this Deed, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Deed and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Moreover, if any one or more of the provisions of this Deed shall be held to be excessively overbroad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.
6. To the extent there is any conflict between the provisions of this Deed and the Articles of Association, the provisions of this Deed shall prevail.

X A.C. Kumaresan

SCHEDULE OF WORKS

All Past, Present and Future Works owned or controlled by the Assignor.

IN WITNESS WHEREOF the Assignor and Assignee has hereunto set his signature on the day and the year first herein above written.

SIGNED SEALED and DELIVERED
by the above – named (Assignor)

A C KUMARESAN

(Name of the Assignor)

A. C. Kumaresan

(Signature of Assignor)

For The Indian Performing Right Society Limited

Pratik D. Madhani
(Authorised Signatory)

(Signature of Director)

Assignee

Sandesh Tharkude

In the Presence of

Sandesh Tharkude
208 Golden Chambers, New Link Road,
Andhera (W), Mumbai-400 053, Maharashtra India

Sandesh Tharkude

Name :-

208 Golden Chambers, New Link Road,
Andhera (W), Mumbai-400 053, Maharashtra India

DATED 7th December 2018

FROM A C KUMARESAN

TO

**THE INDIAN PERFORMING RIGHT
SOCIETY LIMITED**

*Assignment
Of Rights*
