

AUTHOR / COMPOSER ASSIGNMENT DEED

78, Mohammedali Road,
Mumbai-400 003.

170180

महाराष्ट्र
RAY 20 2021

This Deed of Assignment

made at Mumbai on this

B L AJANEESH

day of June

Two Thousand and Twenty Five BETWEEN

Individual / Company or Firm incorporated and registered in India and having his/her/its address at
S/O B LOKNATH, NO.9, 28TH A MAIN, A R LAYOUT, J P

NAGAR, 6TH PHASE, BANGALORE SOUTH 560078

KARNATAKA

hereinafter referred to as "The Assignor" (which expression shall unless repugnant to the context include his/her heirs, executors and administrators and in case of a company or firm, its successors and assigns) of the ONE PART AND **THE INDIAN PERFORMING RIGHT SOCIETY LIMITED**, (a company limited by guarantee duly incorporated under The Companies Act, 1956) having its Registered Office at 208, Golden Chambers, New Andheri Link Road, Andheri (W), Mumbai - 400 053, hereinafter referred to as "The Assignee" (which expression shall unless repugnant to the context, include its successors and assigns) of the OTHER PART

AND WHEREAS "The Assignor" has in consideration of the services rendered and/or to be rendered hereinafter by the Assignee, agreed to assign on and subject to the terms set out in this Deed the Copyright for the Public Performance and Mechanical Rights of his/her/its existing Indian Musical Works, whether published or unpublished including those recorded on the sound track/recording of Cinematograph Films or sound recording (as set out in the Schedule hereunder at present and notified to the Assignee later in future for existing and/or future Indian Musical Works and hereinafter referred to as "the said Works") in which Copyright subsists and also all future Indian Musical Works which "The Assignor" may hereinafter create or own or control by any means whatsoever (to the extent of such ownership and control only) to the Assignee wholly, and exclusively to the exclusion of all other persons (including himself or herself or itself) save as otherwise expressly stated herein. The Assignor agrees and understands that the Assignee may at its sole reasonable discretion exercise any of the rights assigned to it. The Assignor recognizes and agrees that although efficient exercising of either of the Public Performance or Mechanical Rights by Assignee is an essence of the Deed, the failure on part of the Assignee to fully exercise either the Public Performance or Mechanical Rights will not be a breach of this Deed.

WITNESSETH as follows:-

1. **Definitions:** In this Deed unless the context otherwise admits, the following expressions, shall have the meaning assigned to them:
 - (a) "Musical Work" and "Literary Work" shall have the meanings assigned to them as per the provisions of the Copyright Act, 1957 and as amended from time to time without prejudice to the generality of the expression and includes :-
 - i. Any combination of melody and harmony or either of them, printed, reduced to writing or otherwise graphically produced or reproduced;
 - ii. Any part of a musical work;
 - iii. Any musical accompaniment to non-musical plays;
 - iv. Any words or music of monologues having a musical introduction or accompaniment.
 - v. Performance of any vocal or instrumental music either live or by recorded disc, tape, sound-track/recording of cinematograph film or sound recording or in any other form of audio or video recording;
 - vi. Any words (or part of words) which are associated with a musical work (even if the musical work itself is not in copyright, or even if the performing rights in the musical work are not administered by the Assignee).
 - (b) The expressions "Indian Literary Work" and/ or "Indian Musical Work" shall mean a Literary, or Musical work,
 - (i) the author of which is a citizen of India; or
 - (ii) which is first published in India; or
 - (iii) the author of which, in the case of an unpublished work is, at the time of the making of the work, a citizen of India.
 - (c) The expressions "Foreign Literary Work" and/ or "Foreign Musical Work" shall mean a Literary or Musical Work other than an Indian Literary Work or Indian Musical Work.
 - (d) The expression "Performance" shall mean and include, unless otherwise stated, any mode of visual or acoustic presentation including any such presentation by any means whatsoever whether by live or sound recording of the said musical & literary work by way of a Broadcast/Communication to Public (as defined in Section 2(ff) of the Copyright Act, 1957) by mechanical or digital or electronic means or the causing of a musical & literary work to be transmitted to users/subscribers of a diffusion service, or by the exhibition of a Cinematograph film, or by the use of a sound track/sound recording, or by any means of making the musical & literary work available to the public, or by any other means whatsoever, or by way of singing, recitation, rendition, intonation, speaking and playing an instrument and such other references to "Perform" and "Performing" shall be construed accordingly.
 - (e) The expression "Performing Right" means and includes the "Performance" and or the Right of Performing the "Musical and Literary Work" or Communicating the "Musical and Literary Work" to the Public or in Public, broadcasting by any mode or medium of exploitation/ utilization including but not limited to all forms of television, radio, mobile communications, Internet communications/service and any form or mode of wire or wireless diffusion / transmission and causing to be transmitted to users or subscribers of a diffusion service in all parts of the world, by any means and in any manner whatsoever, including making the Work available to the Public of all Musical and Literary Works or parts thereof and such words and parts thereof (if any) as are associated

Handwritten signature/initials

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)

B L AJANEESH

(Name of the Assignor)

B. L. Ajaneesh

(Signature of Assignor)

For The Indian Performing Right Society Limited

Shri D. M. Inani

(Authorised Signatory)

(Signature of Director)

Assignee

In the Presence of

Sandesh Tharkude

Sandesh Tharkude

(Signature)

Name :- _____

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

DATED 25th June 2021

FROM B L AJANEESH

TO

**THE INDIAN PERFORMING RIGHT
SOCIETY LIMITED**

*Assignment
Of Rights*
