

AUTHOR / COMPOSER ASSIGNMENT DEED

MUMBAI SAMACHAR MARG BRANCH,
PLANNING & DEVELOPMENT DEPARTMENT,
66/30, MUMBAI SAMACHAR MARG.



188307

Special Adhesive
महाराष्ट्र
NOV 16 2019

In
This Deed of Assignment, made at Mumbai on this Twenty Seventh day of November

Two Thousand and Nineteen BETWEEN

BIBHUTI BRUSHAN SWAIN - PB5062

Individual / Company or Firm incorporated and registered in India and having his/her/its address at

PLOT NO. 438, MAHANADI VIHAR, NAYABAZAR, CUTTACK

753004 ORISSA

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for the Public Performance and Mechanical Rights of his/her/its existing Indian Musical Works, whether published or unpublished including those recorded on the sound track/recording of Cinematograph Films or sound recording (as set out in the Schedule hereunder at present and notified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 :-
- Any combination of melody and harmony or either of them, printed, reduced to writing or otherwise graphically produced or reproduced;
 - Any part of a musical work;
 - Any musical accompaniment to non-musical plays;
 - Any words or music of monologues having a musical introduction or accompaniment.
 - 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;
 - 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,
- the author of which is a citizen of India; or
 - which is first published in India; or
 - 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

Bibhuti Brushan Swain

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.

Bibhuti Bhushan Swain

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)

BIBHUTI BHUSHAN SWAIN

(Name of the Assignor)

Bibhuti Bhushan Swain
(Signature of Assignor)

For The Indian Performing Right Society Limited

Shri D. Madhani
(Authorised Signatory)

(Signature of Director)
Assignee

In the Presence of

[Signature]
(Signature)

Name :-

Sandesh Tharkude

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

DATED 27th November 2017

FROM BIBHUTI BHUSHAN SWAIN

TO

**THE INDIAN PERFORMING RIGHT
SOCIETY LIMITED**

***Assignment
Of Rights***
