

- c. The expression "Performing Right" means and includes the Right of Performing the Work or Communicating the Work to the Public or in Public, broadcasting and causing to be transmitted to subscribers to 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 Works or parts thereof and such words and parts thereof (if any) as are associated therewith including (without prejudice to the generality of the expression "Musical Works), the vocal and instrumental music in Cinematograph films, the words and/or music of monologues having musical introduction, and/or accompaniment, and the musical accompaniment of non-musical plays, dramatico-musical works including operas, operettas, musical plays, revues or pantomimes and ballets, videos, plays, serials, documentaries, dramas, commentaries etc. accompanied by music and the right of authorising any of the said Acts.
- d. The expression "Mechanical Right" means and includes the right of making, Sound Recordings of all musical works or parts thereof and such words and parts thereof (if any), as are set out in the definition of "Performing Right" and "Recording" includes without limitation to the generality of the expression, the recording of sounds from which such sounds may be produced regardless of the medium on which such recording is made or the method by which the sounds are produced.
2. The Assignor hereby assigns to the Society for all parts of the world, All Performing Rights and Mechanical Rights in Musical Works and/or in the words or actions associated therewith, which now belong to or shall hereafter be acquired by or be or become vested in the Assignor during the continuance of the Assignor's membership of the Society in Consideration of the Assignor being assured of his admission to the membership of the Assignee Society for his life time and all such parts or shares (whether limited as to time, place, mode of enjoyment or otherwise) and/or all such interests and Royalties in the Performing Rights or Mechanical Rights 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 during the residue of the term for which the rights so assigned shall respectively subsist.
3. The "Assignee" doth hereby covenant with the "Assignor" that the Assignee Society will from time to time pay to the "Assignor" such sums of money out of the monies collected by the Assignee Society 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 rules of the Assignee Society for the time being. However, the Assignor and the Assignee respectively recognise the right of the respective Publisher to receive 50% and the right of the Composer to receive 30% and that of the Lyricist to receive 20% of the distributable royalties received by the Assignee Society, but only if such Composer or Lyricist or Publisher is a Member of the Society and the Provisions of Article - 5 of the Articles of Association of the Assignee Society have been duly complied with. However, in case of Royalties from Audio Visual means, the Publisher recognises the right of the Audio Visual Publisher / Producer to receive 25% of the distributable royalties for the exploitation of the Musical Works or of the words associated therewith in an Audio Visual manner.
4. The Assignor doth hereby covenant with the Assignee that the Assignor has good right and full power to assign the rights assigned in the manner aforesaid to the Assignee and hereby warrants that the Musical Works or the Words associated therewith, 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.

SCHEDULE OF WORKS

All Past, Present and Future Works belonging to the Assignor.
Some of them as Follows :-

IN WITNESS WHEREOF the Assignor has hereunto set his signature and the Assignee has caused its Common Seal hereunto fixed on the day and the year first hereinabove written.

SIGNED SEALED and DELIVERED
by the above - named Assignor

A. Rani
(Signature of Member)

ANAND RAI

Name

In Presence of

Pravin
(Signature)

Name :-

PRAVIN KAPOOR

COMPOSER

Category

Address :-

208, GOLDEN CHAMBERS

NEW ANDHERI XINKROAD

ANDHERI (W) MUMBAI-400053

THE COMMON SEAL of THE INDIAN

PERFORMING RIGHT SOCIETY LTD.

was hereunto affixed in the presence of :

H. S. ...

(Signature of Director)

O. P. Somik

(Signature of Director)

[Signature]
(Signature of CEO)



DATED 08th OCTOBER 2009

FROM ANAND RAI

TO

**THE INDIAN PERFORMING RIGHT
SOCIETY LIMITED**

**Assignment
of Rights**
