

4014

This Deed of Assignment, made at Mumbai on this 28 day of

July Two Thousand and Sixteen BETWEEN CHHANDA BARUA

_____ Citizen of India / Company or Firm incorporated and registered
in India and having his/her/its address at B-101, Custom Colony, Marol
Andheri E. Mumbai - 400059, Maharashtra

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" is desirous of joining the Membership of the Assignee and has for that purpose applied for and/or has been accepted as a Member of the Assignee;

AND WHEREAS "The Assignor" has in consideration of the services rendered and/or to be rendered hereinafter by the Assignee, agreed to assign wholly and absolutely the Copyright for the Performing Right and Mechanical Rights of his/her/its existing Musical Works, Arrangements, Compositions, Transcripts and Manuscripts whether published or unpublished including those recorded on the sound track/recording of Cinematograph Films or sound recording (as set out in the Schedule hereunder at present and notified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 Works and hereinafter referred to as "the said Works") in which Copyright subsists and also all future Works which "The Assignor" may hereinafter create or bring into existence by any means whatsoever to the Assignee wholly, and exclusively to the exclusion of all other persons (including himself or herself or itself). The Assignor agrees and understands that the Assignee may at its sole discretion exercise any of the rights assigned to it. The Assignor undertakes that failure on part of the Assignee to exercise either the Performing Right or Mechanical Rights will not be a breach of this Agreement.

WITNESSETH as follows:-

1. 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 of the expression and includes :-
 - a. Any combination of melody and harmony or either of them, printed, reduced to writing or otherwise graphically produced or reproduced.
 - b. Any part of a musical work.
 - c. Any musical accompaniment to non-musical plays.
 - d. Any words or music of monologues having a musical introduction or accompaniment.
 - e. 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.
 - f. 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 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 by mechanical or digital or electronic means or the causing of a musical & literary work to be

transmitted to subscribers to a diffusion service, or by the exhibition of a Cinematograph film, or by the use of a sound track/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.

- c. 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 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 and Literary 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 & 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.
 - 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 Assignee 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 with the Assignee **in Consideration** of the Assignor being assured of his admission to the membership of the Assignee 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, 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 Assigned shall respectively subsist. 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.
 3. The "Assignee" doth hereby covenant with the "Assignor" that the Assignee will from time to time 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 received by the Assignee, but only if such Composer or Lyricist or Owner Publisher is a Member of the Assignee. However, in case of Royalties from Audio Visual means, the Owner Publisher recognizes the right of the Audiovisual 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 & 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.

SCHEDULE OF WORKS

All Past, Present and Future Works belonging to the Assignor

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)

CHHANDA BARUA

Name

Barua

(Signature of Member)

THE INDIAN PERFORMING RIGHT SOCIETY LTD
REGD. OFFICE: 208, GOLDEN CHAMBER,
NEW ANDHERI LINK ROAD,
ANDHERI -WEST, MUMBAI - 400053

[Signature]

(Signature of Director)

[Signature]

(Signature of Director)

[Signature]

(Signature of CEO)



THE COMMON SEAL of THE INDIAN PERFORMING RIGHT SOCIETY LTD was hereunto affixed in the presence of :

[Signature]

DATED 28th July 2016

FROM CHANDRA BARUA

TO

**THE INDIAN PERFORMING RIGHT
SOCIETY LIMITED**

***Assignment
Of Rights***

