

9810

**This Deed of Assignment**, made at Mumbai on this SECOND day of

NOVEMBER Two Thousand and ELEVEN BETWEEN AKHILESH KUMAR

BIHARI

Citizen of India / Company or Firm incorporated and registered in India and having his/her/its address at VILL DISWAKORAR POST

DISWA BAJAR P.S. PAHAD PUR DIST EST BRAMPARAN

BIHAR PIN CODE 845422

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, having its Registered Office at 208, Golden Chambers, New Andheri Link Road, Andheri (W), Mumbai - 400 058, 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 Assignee" is the Registered Copyright Society in India to do business in Musical Works and/or Words or action intended to be sung, spoken or performed with the Music and in thus actively engaged in promoting the cause and welfare of Authors, Composers, Publishers and Owners of Copyright in Musical Works and exercising and enforcing on behalf of its Members, all Rights and Remedies of the owners by virtue of the Copyright Act, 1957 in respect of their Performing Rights and Mechanical Rights.

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

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 Public Performance 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of his/her/its existing Musical Works, Arrangements, Compositions, Transcripts and Manuscripts whether published or unpublished including those recorded on the sound track/recording of Cinematograph Films or sound recording (as set out in the Schedule hereunder at present and notified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 Society 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 Assignee" may hereinafter create or bring into existence by any means whatsoever to the Assignor wholly, and exclusively to the exclusion of all other persons (including himself or herself or itself).

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 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 Society).
- 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.

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 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 recognize 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. However, in case of Royalties from Audio Visual means, the 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 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.

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.K. Bihari*

\_\_\_\_\_  
(Signature of Member)

ARVILESH KUNAR BIHARI

AUTHOR

Name

In the Presence of

*[Signature]*

(Signature)

Category

Name: -

*[Signature]*

**THE INDIAN PERFORMING RIGHT SOCIETY LTD.**

**REGD. OFFICE: 208, GOLDEN CHAMBERS,  
NEW ANDHERI LINK ROAD,  
ANDHERI - WEST, MUMBAI - 400 053**



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

*[Signature]*

\_\_\_\_\_  
(Signature of Director)

*[Signature]*

\_\_\_\_\_  
(Signature of Director)

*[Signature]*

\_\_\_\_\_  
(Signature of CEO)

DATED 02<sup>nd</sup> NOVEMBER 2011

FROM AKHILESH KUMAR BIRARI

TO

**THE INDIAN PERFORMING RIGHT  
SOCIETY LIMITED**

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*Assignment  
Of Rights*

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