



342

112

This Deed of Assignment, made the Thirty-first

day of October One thousand nine hundred and Seventy-nine

BETWEEN **Mr. Avinash Andarey Vyas**

Citizen of India and residing at

**Altamount Road,
5th Floor,
"Pushpalli"
BOMBAY - 26.**

hereinafter referred to as "The Assignor" (which expression shall unless repugnant to the context include his heirs, executors and administrators) of the one part and the INDIAN PERFORMING RIGHT SOCIETY LIMITED, having its registered office at A-12, Meherina, Nepean Road, Bombay-6, in the city of Bombay in the State of Maharashtra (India), being "The Assignee" (which expression shall unless repugnant to the context include its successors and assigns) of the other part.

AND WHEREAS "The Assignee" is actively engaged in promoting the cause and welfare of authors, composers and owners of copyright in musical works.

AND WHEREAS "The Assignor" is desirous of joining the membership of the said Society.

AND WHEREAS "The Assignor" has in consideration of the services rendered and to be rendered by the Assignee agreed to assign wholly the copyright for the public performance and mechanical right of his existing musical works, arrangements, compositions, transcripts and manuscripts whether published or unpublished recorded on the sound track of the cinematograph film (as set out in the Schedule hereunder and hereinafter referred to as, "the said works") in which copyright subsists and all future works to "The Assignee" wholly and exclusively, to the exclusion of all other persons (including himself).

WITNESSETH as follows:-

1. In this Deed:-

(a) The expression "musical work" shall mean any musical work whether now existing or hereafter composed and such words (if any) as are associated therewith and shall include (without prejudice to the generality of the expression "musical work") the vocal and instrumental music in the sound track of any cinematograph films, the words and/or music of any monologue having a musical introduction and/or accompaniment, the musical accompaniment of any non-musical play, and any part of any such work, words, music or accompaniment as aforesaid;

(b) the expression "performing right" shall mean and include, the right of performing 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, all musical works, and the right of authorising any of the said acts;

(c) the word "performance" shall include, unless otherwise stated, any mode of acoustic presentation, including any such presentation by means of broadcasting, or by the exhibition of cinematograph film, or by the use of record, or by any other means, and reference to "perform" and "performing" shall be construed accordingly.

(d) The expression 'Mechanical Right' means and includes the right of making recordings of all musical works or parts thereof and 'recording' includes without limitation to the generality of the expression the aggregate of sounds embodied in records, discs, tapes and cartridges of all kinds.

2. The Assignor hereby assigns the said works and ALL performing rights and mechanical right which now belong to or shall hereafter be acquired by or be or become vested in the Assignor to the Assignee in consideration of the Assignor being assured of his admission to the membership of the Society for his lifetime and all such parts or shares (whether limited as to time, place, mode of enjoyment or otherwise) of, and all such interests in, any performing right and mechanical right, as so belong to or shall be so acquired by or become vested in the Assignor (all which premises hereby assigned or expressed intended to be assigned 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.

3. The "assignee" doth hereby covenant with the "assignor" that the Society will from time to time pay to the "assignor" such sums of money out of the monies collected by the "society" in respect of exercise of the performing rights and mechanical rights in the works of its members as the "assignor" shall be entitled to receive in accordance with the rules of the "society" for the time being.

PROVIDED THAT:—

(i) In respect of any musical works recorded on the sound track of a cinematograph film completed and released for exhibition prior to 25th August 1969, the Assignee shall be bound to recognise the sole right of the film producer (which expression shall include a person, firm or company) under whose contract of service the said musical works were for valuable consideration composed only if such film producer is a member of the Society.

(ii) In relation to each and every future works rendered available for valuable consideration by a music arranger|Director in collaboration with a Composer|Lyricist under a service contract with and/or at the instance of a film producer (firm, person or company) the "Assignee" shall be bound to respectively recognise the right of the film producer to receive % and the right of the composer|lyricist to receive % and that of the Music arranger|Director to receive % of the distributable royalties received by the "Society" in respect of the said cinematograph film only if such music arranger|director or such composer|lyricist or such film producer is a member of the Society and the provisions of Article 5 of the Articles of Association of the Society have been duly complied with.

4. The Assignor doth hereby covenant with the Assignee that the Assignor has good right and full power to assign the rights assigned in manner aforesaid to the Assignee, and hereby warrants that the musical works in respect of which the rights assigned are hereby assigned or purported to be assigned do not or will not as the case may be infringe the copyright in any other work, 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 claim which may be made upon or against the Assignee in respect of or as a result of any exercise by the Assignee of any of the rights assigned which are hereby assigned or purported to be assigned, 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 better or more satisfactory assigning or assuring to or vesting 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.

IN WITNESS WHEREOF the Assignor hath hereunto set his hand and seal and the Assignee hath caused its common Seal to be hereunto affixed the day and year first above written.

SCHEDULE

TITLES OF CINEMATOGRAPH FILMS

RUPLI DATANWALI
SACHU SUKH SASARIYAMA
KONIA LADAKVAYA
SORATH NI POOAMI

SIGNED SEALED and DELIVERED

by the above-named

in the presence of

Arvind Vyas

Name

Address

Occupation

THE COMMON SEAL of the INDIAN
PERFORMING RIGHT SOCIETY LTD.

was hereunto affixed in the presence of:



Directors.

Secretary.

C.P. Sonik
Jagdeep Singh
[Signature]



DATED Thirty-first October 19 79.

TO THE
INDIAN PERFORMING RIGHT
SOCIETY LTD.

Assignment
of Performing Right.

