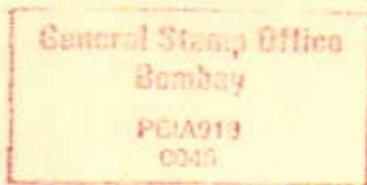


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This Deed of Assignment, made at Bombay on this FOURTH day of

JULY

Two Thousand and Two THOUSAND

BETWEEN B D MISRA Citizen of India/Company

or Firm incorporated and registered in India having his/her/its address at GANGA NIWAS,
16, TILAK MANDIR ROAD, VILLE PARLE (EAST), MUMBAI - 400057,
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 having its registered office at 717, Dalamal Towers, Nariman Point, Mumbai-400 021, 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 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 membership of the Assignee Society and has for that purpose already applied for and/or has already been accepted as a member of the Assignee Society :

AND WHEREAS "The Assignee" 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 right of his/her/its existing musical works, arrangements, compositions, transcripts and manuscripts whether published or unpublished including those recorded on the sound track of cinematograph films (as set out in the schedule hereunder and hereinafter referred to as "the said works") in which the copyrights 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 -
 - a. The expression "Musical Work" shall mean "Musical Work" 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 of film or in any other form of audio or video recording.
 - f. any other 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 means of broadcasting or the causing of a work to be transmitted to subscribers to a diffusion service, or by the exhibition of a cinematograph film, or by the use of a record, or by any other means, and references to "perform" and "performing" shall be construed accordingly.
 - c. The expression "Performing Right" means and includes 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 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, video 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 recordings of all musical works of part 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 aggregate of sounds embodied in records, discs, tapes and cartridges of all kinds.
2. The Assignor hereby assigns to the Society for all parts of the world ALL performing rights and mechanical rights in musical works 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) of and all such interests in any 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. Provided that in relation to each and every musical works rendered available for valuable consideration by a music composer in collaboration with a Lyricist to any person at his instance (including a firm, person or company), the Assignee shall be bound to 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 only if such Composer or such Lyricist or such 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.
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 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 copyrights 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 claims 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 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 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 THE WORKS

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 B.D.

B. D. Mishra
(Signature of Member)

MISHRA in the presence of

BHAGWAT DUTTI MISHRA

Name SOM SONIK

Address 208, 2nd flr, Golden Chamber
New Andheri Link Rd Andheri (W) Mumbai - 58
Occupation Service

Manohar A. B.
(Signature of Director)

THE COMMON SEAL of THE INDIAN

PERFORMING RIGHT SOCIETY LTD.

was hereunto affixed in the presence of :

[Signature]
(Signature of Director)

[Signature]
(Signature of Secretary)



DATED 4th JULY 2000

FROM B D MISRA

TO
THE INDIAN PERFORMING RIGHT
SOCIETY LIMITED

**Assignment
Of Rights**
