

DRAFT AGREEMENT FOR ADMINISTERING EXCLUSIVE PUBLISHING RIGHTS

THIS AGREEMENT is made at KOLKATA on this __ day____ 2020(Two Thousand and Twenty)

BETWEEN

..... having its registered office at
.....,through its proprietor
..... duly authorized to execute the present agreement
(hereinafter referred to as the **OWNER**, which expression shall mean and include
successors and permitted assigns) of the One Part

AND

HINDUSTHAN MUSIC PUBLISHING (P) LTD., a Company incorporated under the
Companies' Act, 1956 and having its registered office at 6/1, Akrur Dutta Lane, Kolkata –
700 012 through its Managing Director, Sri Sovan Lal Saha duly authorized to execute the
present agreement (hereinafter referred to as the **ADMINISTRATOR**, which expression
shall mean and include successors and permitted assigns) of the OTHER Part.

RECITALS:

WHEREAS the **OWNER** is the owner of the copyright in certain sound and video
recordings and the literary, dramatic, musical and visual works embodied therein
(collectively referred to as "Musical and Visual Works" as defined in the Copyright Act 2012.
and

WHEREAS the **ADMINISTRATOR** is a Company involved in the Publishing of Musical
and Audio-Visual Works; and

WHEREAS the **ADMINISTRATOR** is desirous of obtaining and the OWNER wishes to grant
a license to distribute and sell the Publishing Rights in the form of Public Performance and
other forms of Publishing Incomes prevalent now or in the future, subject to the terms
and Conditions of this Agreement.

THE PARTIES AGREE that in consideration of the mutual promises herein set out, the
OWNER hereby grants to the **ADMINISTRATOR** during the Rights Period the exclusive
Administration of all present and future copyright or similar right and all right, title and
interest of the **OWNER** in the Music and Visual Works throughout the Licensed Territory,
including, but not limited to:

- 1.The grant of performing rights with respect to each of the Music and Visual Works is expressly made by the OWNER subject to the rights of and the agreements with the relevant Performing Right Societies having jurisdiction in any part of the licensed Territory and with which the **ADMINISTRATOR**, or its agent or licensee, may be affiliated. The Performing Right Society with which the **ADMINISTRATOR**, or its agent or licensee, is affiliated shall collect all public performing fees and royalties earned in the Licensed Territory, or the relevant part thereof with respect to the Music and Visual Works and shall pay the total Share (100%) of such public performing fees and royalties directly to the **ADMINISTRATOR** from which share 50% will be passed on to the **OWNER**.
- 2.The right, where appropriate, to secure copyright registration and renewal copyright Registration in respect of the Music and Visual Works under any applicable law now in effect or hereafter enacted.

DEFINITIONS:

“Music Works’: Musical works, or lyrics embodied therein. “Visual Works’: Video recordings, cinematograph films, visual recordings, music videos and also the musical works or lyrics or dramatic works or sound recordings embodied therein. It is clarified and agreed that the word “Music Works” hereinabove has a different meaning and connotation from the word “musical works” as defined in Copyright Act.

DUTIES OF THE ADMINISTRATOR

- 1.The **ADMINISTRATOR** shall execute all formalities to ensure proper registration of the **OWNER**’s Music Works with Authors’ and Publishers’ Societies of the world.
- 2.The **ADMINISTRATOR** shall track all outstanding royalties to be paid worldwide to the **OWNER**.
- 3.The **ADMINISTRATOR** shall promote and develop the Music and Visual Works according to common practice among Administrators and with the same care and attention he applies to the works in his own catalogue.

DUTIES OF THE OWNER

The **OWNER** hereby grants to the ADMINISTRATOR during the Rights Period the exclusive Administration of all present and future copyright or similar right and all right, title and interest of the OWNER in the Music and Visual Works throughout the Licensed Territory.

The **OWNER** further undertakes: -

- 1.To indemnify and at all times keep the **ADMINISTRATOR** fully indemnified against all actions, proceedings, claims, costs, losses and damages whatsoever made against or

incurred by the **ADMINISTRATOR** in consequence of any breach or non-performance by the **OWNER** of any of their representations or warranties here under and keep the **ADMINISTRATOR** fully indemnified from and against all actions, proceedings, claims, costs, losses and damages which the **ADMINISTRATOR** may incur by making, promoting, publishing or selling sound recordings, by doing any other act, deed or thing the right to do which the **OWNER** have hereby assigned to the **ADMINISTRATOR**.

2. To ensure the **OWNER** that, in the case of Video Recordings only, if the Satellite Rights are sold to a Third Party, the Right of the **ADMINISTRATOR** during the period of the Agreement, to exploit the said Recordings on the Digital Media is protected and the **ADMINISTRATOR** is able to continue to administer the same without hindrance.

ROYALTIES

It is understood that on receiving payment from any source of use under the **ADMINISTRATOR** will pay the **OWNER** 50% of the income received, retaining 50% as their remuneration.

TERRITORY

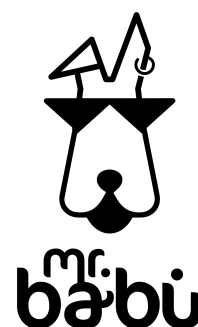
The assignment done under the said agreement is valid for the Universe.

DURATION OF THE AGREEMENT

The present Agreement shall come into effect from the date of its signature and be valid for a lock-in period of **FIVE (05)** years. The agreement will be renewed automatically thereafter unless terminated by either side serving notice in writing of such termination.

JURISDICTION

All disputes will be subject to Indian Laws and the appropriate Civil Courts in Kolkata shall have jurisdiction in the matter of any disputes between the parties in relation to this agreement or any part thereof including interpretation thereof and no other court shall have jurisdiction to entertain any such disputes between the parties hereto.



IN WITNESS WHEREOF the parties herein
have set their hands on the day, month and year first written above,

- 1.OWNER
- 2.....SRI SOVAN LAL SAHA (ADMINISTRATOR)

In the presence of:

Witnesses:

- 1.
- 2.

