This DEED OF EXCLUSIVE AUTHORISATION made this

27/07/2019

BETWEEN

Lata Mangeshkar a citizen of India and residing at 101, Prabhu Kunj, Peddar Road

hereinafter referred to as the "Performer" (which expression shall unless repugnant to the context include his/her legal heirs. executors and administrators) of the ONE PART

AND

THE INDIAN SINGERS RIGHTS ASSOCIATION, having its registered office at 2208, Lantana, Nahar Amrit Shakti, Chandivali, Andheri (E), Mumbai 400 072, hereinafter referred to as the **"Performer's Society"** (which expression shall unless repugnant to the context include its successors and assigns) of the **OTHER PART**

The Performer and the Performer's Society, as the context may require, are referred to individually as the "Party" and collectively as the "Parties".

WHEREAS

- A. the "Performer" is a Performer (as defined below) and is desirous of joining the membership of the said Performer's Society;
- B. the "Performer's Society" is a registered Copyright Society in India under Section 33 of the Copyright Act, 1957 as amended by the Copyright (Amendment) Act, 2012 and as further amended from time to time ("Copyright Act") having Registration No. P.R.S. 01/2013 dated 14th June, 2013 and is actively engaged in promoting the welfare of the Performers and of the Owners of Rights in the Performances by way of administering the Right to Royalty (as defined below) of Performers by issue of licenses and/or collection of licence fees on usage and/or exploitation of the Performances of the Performer;
- C. the Performer is a member of the Performer's Society and has in consideration of the Services to be rendered by the Performer's Society on behalf of the Performer, agrees to execute this Deed to exclusively administer, wholly, his/her right to collect royalties from the exploitation and/or usage of the Exclusive Right of Performers as per Section 38A of the Copyright Act, over his/her performances and are hereinafter referred to as "Performances" in which Performer's Right subsists and all future Works TO the Performer's Society to the exclusion of all persons including himself/herself.

D. The Performer's Society is agreeable to administer and enforce the Performer's Rights of the Performer with respect to the Performances.

WITNESSETH as follows:-

1. In this Deed:

- a) The expressions "Broadcast", "Cinematograph Film", "Communication to Public", "Compose", "Copyright Society", "Exclusive License", "Literary Work", "Musical Work", "Sound Recording", "Visual Recording", "Works", etc shall have the same meaning as ascribed to it in the Copyright Act.
- b) "Owner of Rights" shall mean and refer to any person who is the owner of the Performer's Rights in a Performance as assigned by the Performer.
- c) "Performer" shall mean a singer who makes a Performance and for the purpose of this Deed. shall refer to the Performer.
- d) "Performer's Rights" shall mean and include all the rights granted to Performers under Section 38(A)(1) of the Copyright Act.
- e) "Performance" in relation to Performer's Right, means any visual or acoustic presentation made live by one or more Performers of the Literary and Musical Works within or outside of a sound/visual recording studio, with or without the accompaniment of Literary or Musical Works, to be recorded as part of the Sound Recordings, and shall include all such performances which are (i) currently in existence, and (ii) which may be made in future. The Performances are more specifically listed in the Schedule to this Deed. All Performances of the Performer made subsequent to the date of this Deed shall be added by way of work notification form(s) to be filed by the Performer from time to time and the Schedule to this Deed shall stand amended by the addition of the Performances mentioned therein.
- g) "Right to Royalty" shall mean the right of the Performer to receive any and every money(ies) from the utilization of the exclusive rights mentioned in Section 38A(1) (a) and (b) of the Copyright Act, 1957 as amended from time to time, only with respect to the Performance(s), notwithstanding the other rights contained therein which the Performer may have assigned to third parties.
- h) "Term" for the authorisation of rights granted hereunder in each Performance shall mean, the period from 21st June, 2012 until (i) the date on which the Performer ceases to be a Member of the Performer's Society; or (ii) the expiry of fifty (50) years from the beginning of the calendar year next following the year in which the Performance is made, whichever of (i) and (ii) is earlier.
- In consideration of the Performer being assured of his admission to the membership of 2. the Performer's Society and for all the services to be rendered by the Performer's Society, the Performer hereby grants, transfers, and conveys to the Performer's Society, on a world-wide basis and for the Term, the exclusive authorisation to administer, exercise and collect the Right to Royalty of the Performer in respect of his/her Performances which now vest in or shall hereafter become vested in the Performer. On account of the fact that it is not economically or even otherwise practically viable for the Performer to sue infringers in his own name, the said Performer permits the Performer's Society to enforce his/her Right to Royalty against third parties through appropriate civil, criminal or administrative proceedings in the name of the Performer's

- 3. Either Party may terminate this Deed without cause upon 30 (Thirty) days written notice to the other. The Performer may terminate this Deed in the event of breach of any obligation(s) of the Performer's Society under this Deed and/or the Memorandum of Association and/or the Articles of Association and/or other governing documents and/or rules and/or practices of the Performer's Society.
- 4. The Performer's Society agrees and acknowledges that the exclusive authorisation to collect royalties from the exercise of the Performer's Right to Royalty in respect of the Performances is for the purpose of distributing such royalties to the Performer, administering and enforcing such rights on behalf of the Performer for the exclusive benefit of the Performer, and to pursue all remedies for the protection of such rights, in accordance with the rights granted to the Performer's Society under the provisions of the Copyright
- 5. The Performer's Society covenants that it shall, from time to time, pay to the Performer. such amount of royalties from the sums of money collected by it for the exercise of the Performer's Right to Royalty in all the Performances, as the Performer shall be entitled to receive, in accordance with the Copyright Act, 1957 (as amended), the Copyright Rules, 2013, the rules framed by the Performer's Society and the tariff rates determined by it or the Copyright Board, and as amended from time to time. The royalties, so collected by the Performer's Society, on behalf of the Performer, shall be paid to the Performer at such intervals as provided for in the rules framed by it.
- 6. The Parties confirm that the right to collect royalties granted hereunder shall be on all Performances of the Performer(s) that exist on June 21st, 2012 and shall be exercised by the Performer's Society with effect from the said June 21st, 2012, i.e., from the date the provisions of the Copyright (Amendment) Act, 2012 were notified and made effective on all the Performances which exist and are used/exploited thereafter.
- 7. The Performer represents, warrants and undertakes that:
 - (i) he/she has the good right and full power to grant authorisation to the Society to administer, exercise and collect his/her Right to Royalty as granted herein;
 - (ii) the Performances are not obscene, libellous, defamatory or scandalous or capable of hurting the religious sentiments of any segment of the population.
- 8. The Performer represents that he/she shall and will perform, do, and/or cause to be done all such acts and execute all such documents including deeds, powers of attorney, assignments, and assurances, to enable the Performer's Society to establish, enforce, administer and preserve the rights granted hereunder, as the Performer's Society may, from time to time, reasonably require.
- 9. The Performer hereby irrevocably designates and appoints the Performer's Society as his/her agent and attorney in fact and at law, which appointment is coupled with an interest, to act for and on his/her behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Deed, with the same legal force and effect as if executed by the Performer.
- 10. The Performer agrees to indemnify and keep indemnified, the Performer's Society, at all times in consequence of any breach by the Performer of any of his/her representations or warranties hereunder.

- 11. This Deed will be governed by the laws of the Republic of India and courts in Bombay alone shall have exclusive jurisdiction to entertain any disputes arising out of this Deed.
- 12. This Deed shall be executed in two (2) counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Performer and the Performer's Society have caused their name and seal to be hereunto affixed the day and year first above written.

Signed, Sealed and Delivered by the)	
above named Performer)	
)	
Witness by :)	
Accepted, Signed, Sealed, and Delivered)	
by the above named Assignee)	
Indian Singers' Rights' Association		
Through its Authorized Signatory)	
)	
Witness by ·)	

SCHEDULE Details of the Performances of the Performer

SR. NO.	TITLE OF THE PERFORMANCE	YEAR OF MAKING OF THE PERFORMANCE	INCORPORATED IN A SOUND RECORDING AND/OR CINEMATOGRAPH FILM	
1	Aayega Aanewala	1960	Mahal	
2	Bhot Khubsoorat	2013	Sentimental	
3	Kab Tak Dil KI	2012	Dastakhat	
4	Aayega Aanewala	1960	Mahal	
5	Aayega Aanewala	1960	Mahal	
6	Bhot Khubsoorat	2013	Sentimental	
7	Aayega Aanewala	1960	Mahal	
8	Aayega Aanewala	1960	Mahal	
9	Aayega Aanewala	1960	Mahal	
	And Many other Existing Performances and All Future Performances as per Work Notification Forms filed from time to time by me			