

# CINEFIL PRODUCERS PERFORMANCE LTD



(A Company Limited by Guarantee having no Share Capital incorporated under the Companies Act 2013)

73, Ground Floor, Om Heera Panna Mall, Near Oshiwara PS, Jogeshwari (West), Mumbai 400102

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## ANNEXURE 1

### REGISTRATION FORM

Name - Producer / Owner : \_\_\_\_\_

Name of the Company / Firm : \_\_\_\_\_

Banner Name (Optional) : \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Email : \_\_\_\_\_

Number of Cinematograph Film Work(s) for collection and distribution of royalty from India & Overseas in connection to Cinematograph Film (VIDEO) Performance License (**hereinafter referred as CPL**) pursuant to Copyright Act 1957 read with Copyright Rules 2013 with Amendment thereof.

*(please attached separate sheet, if required)*

\_\_\_\_\_  
Name , Signature, Date \_\_\_\_\_ & Place :

\* Please affix the rubber stamp.

**Mr. S. Kumar Mohan,**  
**Chief Executive Officer,**  
**CINEFIL Producers Performance Ltd, Mumbai.**

Dear Sir,

**Subject : Authorisation and Assignment of “Cinematograph Film (VIDEO) Performance right” subject to limitations thereof.**

1. I/we, request you to kindly register me/us as **Member** of CINEFIL, a Copyright Administration Society issuing Cinematograph Film Performance License for (VIDEO), *referred herein as “CPL”*.
2. As per my/our understanding, the Producer / Owner members of CINEFIL, carry the business of collection and distribution of Royalties from India and Overseas for Cinematographic Film Work being the Category of work as defined under Section 2(y)(ii), Section 2(f) and 13(1)(b) read with “communication to public” as interpreted u/s 2(ff) of Copyright Act 1957 and further CINEFIL have the requisite technical/ commercial proficiency , professional competence and infrastructure for commercial utilisation of Cinematograph Film performance rights for issuing and granting CPL.
3. As desired, details of “Cinematograph Film Work” being annexed as *Annexure 1* and this letter be determined as an Assignment agreement of **“Cinematograph Film (VIDEO) Performance Right for BTL - (Below the Line) only** in connection to *Cinematograph Film Work* and the same being assigned to CINEFIL/ Assignee for collection and distribution of royalties from India and Overseas as territorial extent till the Copyright term exist in respect to “communication to public” of Cinematograph Film work pursuant to Section 30, 33 , 34 , 35 and with other relevant provisions of Copyright Act 1957 read with Copyright Rules 2013 with amendment and / or modification thereof, as the case may be.
4. **Please note that our entity has never executed any assignment contract neither in India or in Overseas , directly with Hotels, restaurants, clubs, exhibition venues, lounges , premium housing societies , tourist transport operators , public park authorities, malls, shopping centres, resorts, stadiums, premium hospitals etc herein referred as BTL (Below the Line) avenues in respect to Cinematograph Film (VIDEO) Performance license on communication to public right.**
5. Thus on above representations , for collection and distribution of Cinematograph Film performance royalties , we being (the Assignor) hereby assigns to CINEFIL(the Assignee) with limitation the **Cinematograph Film (VIDEO) Performance right for BTL - (Below the Line) only** and **NO other rights viz: Theatrical, terrestrial, Satellite, video, cable, digital or internet or any other standalone rights have been assigned to CINEFIL and CINEFIL will not be collecting from such ATL (Above the Line) avenues on behalf of members.**
6. Further, as conveyed to us , the requisite application filed on 14<sup>th</sup> November 2018 by CINEFIL u/s 33 of Copyright Act 1957 for registration as Copyright society by Central Government is still pending. However, any collection and distribution of royalties from India or Overseas u/s 30 of the Copyright Act 1957 shall be subject to approval of the Board of Directors of CINEFIL as per the provisions of the Copyright Act 1957 read with Copyright Rules 2013, with amendment thereof.
7. That in consideration of the rights assigned by the Assignor to the Assignee , the Assignee herein shall pay the Assignor the royalty with GST / TDS , as applicable on equal sharing basis between Producer and other owner , as the case may be, pursuant to Copyright Act 1957 and share of royalties shall be duly approved by the Distribution Committee of CINEFIL subject to applicable Copyright provisions and Rules.
8. Hereby we confirm that, we being Assignor is free to enter into this agreement, and is not subject to any conflicting obligations or any disability which will or might interfere with the execution and performance.
9. Assignor hereby agrees to further assignments and / or by sub-licensing to any third party as deemed proper for the limited purpose of collection and distribution of royalties with enforcement thereto as envisaged by CINEFIL and further the assignor agrees that Section 19(4) of Copyright Act 1957 is not operative and applicable.
10. This agreement represents the entire agreement between both the parties hereto in relation to subject matter thereof until the execution of the LFA (Long Form Agreement) , if required and supersedes and / or cancels all prior agreements, arrangements or understandings whether written or oral between the Parties hereto and both the assignor and Assignee agrees to execute and deliver the required documents that may reasonably deem necessary to effectuate the intent of the assignment Agreement and perfect the rights granted herein.
11. Both the parties have the right to terminate the agreement on any material breach of contract by giving not less than 90 days notice in writing to each other, as the case may be and any compensation arising thereof to be squared off mutually subject to satisfaction of both the parties.
12. Agreement shall be governed by and construed in accordance with the Law of India and the appropriate courts of New Delhi shall be the courts of competent jurisdiction for Indian territory and for Overseas territories in accordance with the provisions set forth under the Dubai International Arbitration Counsel ( DIAC) Arbitration Rules.
- I/ We solemnly declare that the information furnished herein above is correct to the best of my /our knowledge and will abide with Copyright Act 1957 read with Copyright Rule 2013 with any amendment thereof.

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**Assignor**  
**Name , Signature, Date \_\_\_\_\_ & Place :**  
*\* please affix the rubber stamp.*

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**Assignee**  
**For CINEFIL Producers Performance Ltd**  
*\* please affix the rubber stamp.*