



कार्यालय MAHARASHTRA  
JUL 2020  
भुद्रांक प्रमुख लिपिक  
व. को. ज. औरंगाबाद.

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कोणार- डॉ. बाबासाहेब आंबेडकर

साक्षिक निष्ठा  
मुद्रांक विक्रेता  
कोर्ट, औरंगाबाद

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21-07-2020

**EXCLUSIVE LICENSE AGREEMENT**

Date 21 day of JULY, 2020

by and between

**BENNETT, COLEMAN & CO. LTD**

AND

**DR. BABASAHEB AMBEDKAR MARATHWADA UNIVERSITY**

Licensor: *Ranjawanshi*

Licensee: *[Signature]*

## EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT (the "Agreement") is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 BY AND BETWEEN:

**Bennett, Coleman & Co. Ltd.**, a Company duly incorporated under the provisions of the Companies Act, 1956, through its division **Times Music**, having its Registered Office at The Times of India Building, Dr. D. N. Road, Mumbai 400 001 having corporate identity number U22120MH1913PLC000391 and PAN No. AAACB4373Q and GSTIN No. 27AAACB4373Q1Z8 (hereinafter referred to as the "**Licensee**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

**AND**

**Dr. Babasaheb Ambedkar Marathwada University** at University Campus, Near Soneri Mahal, Jaisingpur, Aurangabad 431 004 and having PAN Number AAAJD0524A and GSTIN No. 27AAAJD0524A1DC (hereinafter referred to as the "**Licensor**", which expression shall in the case of a corporation, its successors and permitted assigns, in the case of a firm the partners or partner of the firm, their heirs, executors or administrators of the last servicing partner and their or his permitted assigns and in the case of individual his heirs, administrators, executors and permitted assigns) of the **OTHER PART**.

**WHEREAS**, the Licensee is engaged in the production, distribution and exploitation of the sound recordings and cinematograph films;

**WHEREAS**, the Licensor hereby warrants and assures the Licensee that it is the sole and exclusive owner of copyright in the sound recording, literary and musical works contained in the Album mentioned below and more specifically detailed in **Annexure A** hereto:

<b>Album Name:</b>	Geet Bheemayan
<b>Music Director:</b>	Sanjay Mohad
<b>Lyricist:</b>	Waman Tabaji Kardak
<b>Singer(s):</b>	Annexure A

**WHEREAS**, the Licensor is desirous of exclusively licensing the Album to the Licensee on the terms and conditions contained herein.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITIONS**

- (a) "Adaptation", "Author", "Broadcast", "Cinematograph film", "Communication to the public", "Composer", "Artistic Work", "Literary Work", "Dramatic Work", "Musical Work", "Licensor", "Performance", "Plate", "Performer" "Sound Recording" and "Work" shall have the meanings assigned to them by the provisions of the Copyright Act, 1957, as amended from time to time, unless otherwise specified herein.
- (b) "**Audio Visual Recording**" shall mean, in relation to the Album, a recording of sounds accompanied by visual images comprising a song, whether including lyrics or not, from which recording such sounds or visual images may be produced or reproduced regardless of the medium on which such recording is made or the method by which the sounds or visual images are produced or re-produced and shall include any disc, tape, perforated roll and any other media containing sounds and/or part of visual images.

Licensor: \_\_\_\_\_

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Licensee: \_\_\_\_\_

15. **CONFIDENTIALITY:**

Neither Party shall disclose or make public any information contained herein without prior written approval of the other Party. Provided however this clause will not preclude either party to make any statutory disclosures as required under applicable law.

16. **WAIVER:**

Save and except as expressly provided in this agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this agreement shall constitute a waiver by either party to the agreement of that or any other right, remedy or power.

17. **ENTIRE AGREEMENT:**

This Agreement sets forth the entire understanding and agreement between the parties and supersedes any other prior or collateral agreements, whether oral or written, with respect to the subject matter hereof

18. **NO PARTNERSHIP OR AGENCY:**

This Agreement shall not be deemed to constitute a partnership or joint venture, or an agent or contract of employment between the parties hereto. Both Parties hereby agree that they have contracted on a principal to principal basis.

19. **JURISDICTION:**


The rights and obligations of the parties hereunder and terms and conditions of this Agreement shall be construed according to the laws of India and all matters, claims and disputes arising in respect thereof shall be subject to the exclusive jurisdiction of the relevant courts at Mumbai.

20. **COUNTERPARTS:**

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.


For BCCL/ Times Music


(Licensee)

  
Mandar Thakur  
Chief Operating Officer

For Dr. Babasaheb Ambedkar  
Marathwada University, Aurangabad  
(Licensor)

  
Jaishree Suryawanshi  
Registrar  
Dr. Babasaheb Ambedkar  
Marathwada University,  
Aurangabad.

Licensor: 

Licensee: 



**ANNEXURE A**

**Details of the Album**

<b>Geet Bheemayan</b>				
<b>Sr. No.</b>	<b>Track Name</b>	<b>Music Composer</b>	<b>Lyricist</b>	<b>Singer</b>
1.	Janmale Bheemaaiche Baal	Dr.Sanjay Mohad	Waman Tabaji Kardak	Kavita Krushnamurti
2.	Thor Dhurandhar	Dr.Sanjay Mohad	Waman Tabaji Kardak	A Hariharan
3.	Bheemwaani	Dr.Sanjay Mohad	Waman Tabaji Kardak	Suresh Wadkar
4.	Ghatana Ghatanakarachi	Dr.Sanjay Mohad	Waman Tabaji Kardak	Ravindra Sathe
5.	Aaj Mazya Manachi	Dr.Sanjay Mohad	Waman Tabaji Kardak	Raghunandan Panshikar
6.	Godatiri Padala	Dr.Sanjay Mohad	Waman Tabaji Kardak	Arati Ankalikar
7.	Bhaykhalyachya Mandimadhale	Dr.Sanjay Mohad	Waman Tabaji Kardak	Sadhana Sargam
8.	Man Maze	Dr.Sanjay Mohad	Waman Tabaji Kardak	Manjusha Patil
9.	Ye Kokile Ye	Dr.Sanjay Mohad	Waman Tabaji Kardak	Sawani Shende
10.	Mi Ekata Ahe	Dr.Sanjay Mohad	Waman Tabaji Kardak	Bela Shende

Licensor: P. S. Kulkarni

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Licensee: (Signature)

**ANNEXURE B**  
**Undertaking by the Music Composer**

I, Dr. Sanjay Mohad, having PAN Number AKTPM 8173 D and residing at 6, Ajintha Park, Handanvan Colony, Aurangabad having authored/composed the Musical Works for the Album "Geet Bheemayan" (the "Works") (hereinafter referred to as the "Music Composer", which expression shall include his legal heirs and permitted assigns) hereby undertake the following;

**I. RIGHTS ASSIGNED TO THE ASSIGNOR:**

1. The Intellectual Property in the Music Composer's work shall vest with the Assignor and in the event the jurisdictions are not recognized, the Assignor shall be deemed to be the exclusive owner of all rights;
2. The Music Composer acknowledges that the rights assigned to the Assignor shall not lapse back to them during the Term for any reason whatsoever including but not limited to failure to exercise any particular right or to exploit any particular work notwithstanding the provisions of Section 19(4) of the Copyright Act or any other law;
3. The exclusive rights assigned to Assignor shall extend to and include, but are not limited to, all modes and mediums of reproduction, performance, distribution and communication to the public of the Works, which are in existence or which the parties anticipate may come into existence in future;
4. It is agreed that Assignor shall be entitled to assign or license to any person at any time, before or after the Works have been delivered to Assignor, either wholly or partially the benefits of this assignment and all or any of the rights hereby assigned to it. The Music Composer shall not be entitled to transfer their obligations herein to any other party at any time;
5. The Music Composer have granted to the Assignor an exclusive right to use their names, photographs, likeness, and so-called "commercial tie-ups" between the Album and any products or services; and
6. Assignor shall be free to synchronize the sound Recordings and/or the Works forming part of the Album with any other feature film whose music rights are controlled by the Assignor for commercial exploitation thereof and use the sound Recordings and/or Works as part of any other Track / film sound track.

**II. WARRANTIES AND INDEMNITY:**

1. Music Composer warrant that the musical compositions are Music Composer's wholly original work and that the Assignor's use and exploitation of the same do not violate or infringe upon any third party right;
2. The Music Composer further warrant that there are no claims, actions or proceedings etc., pending and there are no threatened proceedings effecting the copyright in the said Works in any manner;
3. The Music Composer unequivocally and unconditionally undertake that the musical composition herein is free from any encumbrances with respect to the Indian Performing Rights Society ("IPRS") or any other applicable performing rights society and the Music Composer shall be entitled collect only their share of royalties from the copyright societies/collecting societies;
4. The Music Composer further undertakes that the License to the Assignor is not in any manner whatsoever in contravention of section 19(8) of the Copyright Act 1957;

I hereby agree, acknowledge and accept the above undertaking and in witness whereof the parties hereto have set their hand and seal on the day, month and year first above mentioned.

For Dr. Babasaheb Ambedkar Marathwada University  
(Assignor)

  
Dr. Sanjay Mohad  
(Music Composer)

Licensor: 

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Licensee: 