

**This AMENDMENT AGREEMENT**, made at Mumbai on this Tenth day of March

Two Thousand and Eighteen BETWEEN ABHENDRA KUMAR UPADHYAY

Individual / Company or Firm incorporated and registered in India and having his/her/its address at

VIJAY KESHAR BLDG B WING FLAT NO 203 CHINCHOLI

BUNDER ROAD CHINCHOLI MUMBAI - 400064

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**, (a company limited by guarantee duly incorporated under The Companies Act, 1956) having its Registered Office at 208, Golden Chambers, New Andheri Link Road, Andheri (W), Mumbai - 400 053, 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 simultaneously upon signature hereof "The Assignor" has assigned in favour of the Assignee Performing Rights and Mechanical Rights in relation to Indian Literary and Indian Musical Works owned or controlled by the Assignor as per the Terms of the Assignment Deed dated \_\_\_\_\_ ("**Assignment Deed**").

AND WHEREAS in view of the Assignor having assigned Performing Rights to Foreign Copyright Societies/ Foreign Collective Management Organisations in respect of Territories other than India, the Assignor and Assignee are desirous of executing this Amendment Agreement to ensure that the scope of the Deed accurately reflects the extent of the rights in Indian Literary and Musical Works held by the Assignor which are granted to Assignee.

AND WHEREAS the Parties have now by mutual agreement resolved to amend certain provisions of the Assignment Deed, by including clarifications and new provisions, as more particularly set out below

**NOW IT IS AGREED BY AND BETWEEN THE ASSIGNOR AND ASSIGNEE AS FOLLOWS:**

1. The Assignor and Assignee agree that the terms as defined in the Assignment Deed shall apply to and read as part of this Amendment Agreement as well.
2. The Parties agree that that at Clause 2 of the Assignment Deed, the Assignment made by the Assignor in respect of the Performing Right shall be in respect of all parts of INDIA only and in respect of Mechanical Rights shall continue to be for all parts of the WORLD.
3. The capitalised terms used herein and not otherwise defined in this Amendment Agreement shall have the same meaning as ascribed to them in the Assignment Deed.
4. The Parties herein agree that this Amendment Agreement shall at all times be construed as an integral part of the Assignment Deed.
5. All the other terms and conditions of the Assignment Deed shall remain valid, subsisting and binding upon the Parties and shall apply *mutatis mutandis* except to the extent amended expressly herein. In the event of any conflict between this Amendment Agreement and the terms of the Assignment Deed and the Articles of Association of the Assignee, the terms of this Amendment Agreement shall prevail to the extent of such conflict.

UNION BANK OF INDIA  
MUMBAI SARVA CHAR MARG BRANCH,  
PLANNING & DEVELOPMENT DEPARTMENT,  
6070 JAMUNAI SARVA CHAR MARG,  
FORT JAMUNAI SARVA CHAR MARG,  
MUMBAI-400 023  
D-5STP/VN/11/1880312/22105/04

भारत 08942  
129305  
Special  
Adhesive  
MAR 09 2018  
भारत

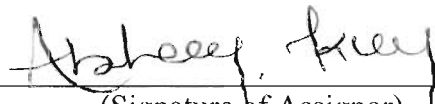
INDIA  
STAMP DUTY  
₹. 006010/PP/5562  
1246

IN WITNESS WHEREOF the Assignor and Assignee has hereunto set his signature on the day and the year first hereinabove written.

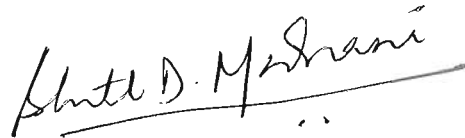
SIGNED SEALED and DELIVERED  
by the above – named (Assignor)

**ABHENDRA KUMAR UPADHYAY**

(Name of the Assignor)

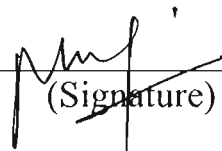
  
(Signature of Assignor)

**For The Indian Performing Right Society Limited**



(Signature of Director)/(Authorised Signatory)  
Assignee

In the Presence of

  
(Signature)

Name :-

**Mantsh Jani**

208 Golden Chambers, New Link Road,  
Andheri (W), Mumbai-400 063. Maharashtra India