

This **AMENDMENT AGREEMENT**, made at Mumbai on this Eighteenth day of May

Two Thousand and Eighteen BETWEEN AMI MISHRA

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

BINAIKA ROAD NEAR GURU SEWA AASHRAM BINAIKA

TIRAHA CHHOTI KHAIRI MANDLA H O - 481661 MADHYA

PRADESH

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 18th May 2018 ("**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 SAHA CHAR MARG BRANCH
PLANNING & DEVELOPMENT DEPARTMENT
657/ANANDI SAHA CHAR MARG,
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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)

AMI MISHRA

(Name of the Assignor)

(Signature of Assignor)

For The Indian Performing Right Society Limited

Shri D. Madhani

(Signature of Director)/(Authorised Signatory)
Assignee

In the Presence of

Manish Jani
(Signature)

Name :-

Manish Jani

208 Golden Chambers, New Link Road,
Andheri (W), Mumbai-400 053. Maharashtra India