

AMENDMENT AGREEMENT FOR MODIFICATION OF AUTHORIZED AREAS

This Amendment Agreement for modification of Authorized Areas ("**Amendment Agreement**") is made on this _____ day of _____, by and between:

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Companies Act, 2013 (as amended) having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at B-10, Essel House, Lawrence Road, New Delhi- 110035 (hereinafter referred to as "**ZEEL**" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

MSO/ DTH Operator/ HITS Operator/IPTV Operator (M/s):

Legal Status: Company Partnership Firm Proprietorship Firm Individual HUF LLP

(hereinafter referred to as the "**Distribution Platform Operator**" or "**DPO**") which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("**HUF**") of the OTHER PART.

Name of Authorized Signatory (Mr./Ms.): _____

CORRESPONDENCE ADDRESS: _____

Landmark: _____

Village: _____

City/Taluka: _____ District: _____

Pin: _____ State: _____

Tel. No - STD Code: _____ No.: _____

Mobile No. _____

Fax No - STD Code: _____ No.: _____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

ZEEL and DPO are hereinafter individually and collectively referred to as “Party” and “Parties” respectively.

WHEREAS, the DPO has entered into an Interconnection Agreement bearing no. _____ dated _____ along with any executed amendment agreements (if any) (“**Interconnection Agreement**”) whereby the DPO is granted the non-exclusive right by ZEEL to distribute the subscribed Zee Group Channels as set out therein, to its Subscribers in the Authorized Area for a period commencing on _____ and ending on _____ (“**Term**”);

WHEREAS, the DPO now intends to modify the Authorized Area. Therefore, the DPO has requested ZEEL for modification of Authorized Area. The Parties have agreed to amend the terms of the Interconnection Agreement on account of request made by DPO to amend the Authorized Area, in accordance with the terms and condition set out hereinafter. The Parties agree that the modification of the Authorized Area shall be given effect from the Effective Date i.e. thirty days from the date of receipt of this Amendment Agreement along with all supporting documents by ZEEL.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. Authorized Area

From the Effective Date, the Authorized Area shall mean the areas in India as listed in Schedule I to this Amendment Agreement where the DPO shall retransmit/rebroadcast the subscribed Zee Group Channels by using approved existing approved addressable systems of the DPO.

In the event the DPO is using new and/or any other addressable systems and/or servicing the proposed areas from a new headend(s) and such head-end(s) which is different from the already existing approved addressable systems, it shall furnish the requisite information authorized documents as stated under Annexure I of the Interconnection Agreement(s) on or before the Effective Date(applicable for MSO).

2. Effective Date: The Effective Date for this Amendment Agreement shall mean _____.

3. Term: This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the Interconnection Agreement.

4. Miscellaneous

4.1 This Amendment Agreement together with the Interconnection Agreement constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the Interconnection Agreement shall

remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the Amendment Agreement, as amended pursuant to this Amendment Agreement from the Effective Date, shall be valid and binding on the Parties thereto for the Term of this Amendment Agreement.

- 4.2 In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the Interconnection Agreement.
- 4.3 The Parties agree and affirm that all other terms and conditions of the Interconnection Agreement shall apply mutatis mutandis to this Amendment Agreement.
- 4.4 This Amendment Agreement, read with the Interconnection Agreement supersedes all prior discussions, information, writings, memoranda and documents exchanges and agreements between the Parties with respect to the subject matter of this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives.

For and on behalf of

[Name of the DPO]

Name:

Designation:

Date:

Witness-
Name:

For and on behalf of

ZEE ENTERTAINMENT ENTERPRISES LIMITED

Name:

Designation:

Date:

Witness:-
Name:

Schedule I

(PART B)

Authorized Area:

Sr. No.	City* / Area wherein the DPO has been authorized to Operate on the date of signing of this Interconnection Agreement	State / Union Territory in which the Authorized Area is located	Servicing Head-end Address

*Note: City shall mean the municipal limit of that particular city.

(PART C)

I. Details of Head-end(s)

Head-end(s) name	Address and contact details	Servicing Registered Area	Subscriber base

II. Details of Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by DPO

III. Installation Address(es) of CAS and SMS

Sr. No.	Installation Address(es) of SMS	Installation Address(es) of CAS

***This Schedule I shall substitute and replace the Annexure I (Part B) and (Part C) of the Interconnection Agreement**