

**FORM FOR CHANGE OF TERRITORY AND ADDITIONAL DIGITAL ADDRESSABLE SYSTEMS**  
**AMENDMENT OF TERRITORY OF OPERATION AND ADDITIONAL DIGITAL ADDRESSABLE**  
**SYSTEMS**

This Amendment Agreement (“Amendment Agreement”) is made on this \_\_\_\_th day of \_\_\_\_\_, 20\_\_ by and between:

**BETWEEN**

**STAR INDIA PRIVATE LIMITED**, a company incorporated and registered under the Companies Act, 1956 and having GSTINs 07AAACN1335Q1ZA (Delhi), 27AAACN1335Q1Z8 (Mumbai, Maharashtra), 19AAACN1335Q1Z5 (Kolkata, West Bengal) 36AAACN1335Q1Z9 (Hyderabad, Telangana), 29AAACN1335Q1Z4 (Bangalore, Karnataka), 06AAACN1335Q1ZC (Haryana) and office at Vatika Business Centre, Thapar House, Gate No. 1 Eastern & Central Wing, Third Floor, 124, Janpath, New Delhi – 110 001, bearing PAN No. AAACN1335Q and registered office at STAR House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, 400013, Maharashtra (hereinafter referred to as “**STAR**”, which shall include its successors and assigns);

**AND**

\_\_\_\_\_, a [Sole Proprietorship Concern / Partnership Firm/ Private or Public Limited Company] incorporated/registered under the relevant act with its registered office at:

Address Line \_\_\_\_\_

Address Line 2 : \_\_\_\_\_,

City/Town/Village: \_\_\_\_\_

Pincode: \_\_\_\_\_ State: \_\_\_\_\_

having GSTIN and having headend as detailed in **Schedule I** of this Amendment Agreement through its [Authorized Signatory/Sole Proprietor/ Managing Partner / Partners Mr. \_\_\_\_\_ (hereinafter referred to as the “**DPO**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; heirs, executors and administrators of the last surviving partner in the case of a partnership firm; its successors and permitted assigns).

STAR and the DPO are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**, the DPO has entered into a Subscription License Agreement bearing no. \_\_\_\_\_ dated \_\_\_\_\_ (“**SLA**”) whereby the DPO is granted a non-exclusive right by STAR to Distribute the Subscribed Channels and Subscribed Bouquets to its subscribers in the Territory for the Term as set out in the SLA;

**WHEREAS**, the DPO now intends to amend the Territory and commission additional headend and/or digital addressable systems comprising conditional access systems (“**CAS**”), subscriber management systems (“**SMS**”) [collectively, “**Distribution System**”] and seeks issuance of additional Viewing Cards and Integrated Receiver Decoders (collectively, “**Equipment**”) to cater to the Subscribers in the revised Territory, in addition to the existing Distribution System which is already deployed by the DPO for retransmitting signals of Subscribed Channels and Subscribed Bouquets to Subscribers in the Territory. Therefore, the DPO has requested STAR for change in Territory and approval for installation

of additional Distribution System. Accordingly, the Parties have agreed to amend the terms of the SLA on account of request made by DPO to amend the Territory (as defined in the SLA) and installation of additional Distribution System (as defined in the SLA), in accordance with the terms and condition set out hereinafter.

**1. Additional Digital Addressable Systems (collectively, “Distribution System”) in addition to the existing Distribution System deployed in the Territory**

S. No.	Type of Headend	Please tick <input checked="" type="checkbox"/> the Applicable Category of Headend (To be opted by the DPO)
1.	Standby headend	
2.	Operational/New headend	

S. No.	Type of CAS/SMS in the Additional Distribution System vis-a-vis Existing Distribution System	Please tick <input checked="" type="checkbox"/> the Applicable Category of CAS and SMS (To be opted by the DPO)
1.	Same CAS and SMS	
2.	Different CAS and SMS	

S. No.	Whether Issuance of Additional Viewing Cards & IRDs (collectively, “Equipment”) is sought by the DPO – Yes/No	
	Please tick <input checked="" type="checkbox"/> either “Yes” or “No” (To be opted by the DPO)	
	Yes	NO

From the Effective Date, in light of the aforesaid facts provided by the DPO, the Distribution System as set out in the **Annexure - H** of the Part III of the SLA shall also mean and include the additional standby/new headend(s) in the Territory as listed in Schedule II to this Amendment Agreement which shall be deployed by the DPO for retransmitting/rebroadcasting the Subscribed Channels and the Subscribed Bouquets in the Territory.

**2. Territory**

From the Effective Date, the Territory shall mean the areas in India as listed in Schedule II to this Amendment Agreement where the DPO shall retransmit/rebroadcast the Subscribed Channels and Subscribed Bouquets by using approved existing Distribution Systems and/or new Distribution Systems subject to prior written approval from STAR.

Provided that if the DPO is using new and/or any other Distribution System which is different from the already existing approved Distribution System in that Territory, it shall furnish the requisite authorized documents as stated in the SLA on or before the Effective Date.

3. **Effective Date:** The Effective Date for this Amendment Agreement shall mean \_\_\_\_\_ or the date on which STAR executes this Amendment Agreement whichever is later.
4. **Term:** This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the SLA.
5. **Miscellaneous**
  - 5.1 This Amendment Agreement together with the SLA constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the SLA 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.
  - 5.2 In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the SLA.
  - 5.3 The Parties agree and affirm that all other terms and conditions of the SLA shall apply mutatis mutandis to this Amendment Agreement.
  - 5.4 This Amendment Agreement, read with the SLA 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.**

Signed for and on behalf of DPO	Signed for an on behalf of <b>STAR India Private Limited</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
<b>WITNESS:</b>	<b>WITNESS:</b>
Signature:	Signature:
Name:	Name:

**Schedule – I**

**Additional Digital Addressable System forming part of the Distribution System from the Effective Date**

(as per Amendment Agreement)

I. Installation Address(es) of Additional CAS and SMS:

Details of Additional CASs & SMSs installed by the DPO								
Sl. No	CASs				SMSs			
	Make	Version	CAS ID	CAS Server installation address	Make	Version	Network ID	SMS Server installation address
1								
2								

II. Additional Viewing Cards & IRD Details:

<u>Sl. No.</u>	<u>STAR Channels</u>	<u>C band satellite receiver no.</u>	<u>Viewing card no.</u>
1.	Star Plus		
2.	Star Bharat		
3.	Star Utsav		
4.	Bindaas		
5.	Star Gold		
6.	Star Gold Select		
7.	UTV Movies		
8.	UTV Action		
9.	Movies Ok		
10.	Star Utsav Movies		
11.	Star Jalsha		
12.	Jalsha Movies		
13.	Star Pravah		
14.	Maa TV		
15.	Maa Movies		
16.	Maa Gold		
17.	Maa Music		
18.	Vijay		

19.	Vijay Super		
20.	Asianet		
21.	Asianet Movies		
22.	Asianet Plus		
23.	Star Suvarna		
24.	Suvarna Plus		
25.	Star Movies		
26.	Star World		
27.	Star Sports 1		
28.	Star Sports 1 Hindi		
29.	Star Sports 1 Tamil		
30.	Star Sports 1 Telugu		
31.	Star Sports 1 Kannada		
32.	Star Sports 1 Bangla		
33.	Star Sports 1 Marathi <sup>1</sup>		
34.	Star Sports Select 1		
35.	Star Sports Select 2		
36.	Star Sports 2		
37.	Star Sports 3		
38.	Star Sports First		
39.	Fox Life		
40.	National Geographic		
41.	National Geographic Tamil		
42.	National Geographic Telugu		
43.	Nat Geo Wild		
44.	Disney Channel		
45.	Hungama TV		
46.	Marvel HQ		
47.	Disney Junior		
48.	Star Plus HD		
49.	Star Bharat HD		
50.	Star Gold HD		
51.	Star Gold Select HD		
52.	UTV HD		
53.	Star Jalsha HD		
54.	Jalsha Movies HD		
55.	Star Pravah HD		
56.	Maa HD		
57.	Maa Movies HD		
58.	Vijay HD		
59.	Asianet HD		
60.	Star Suvarna HD		

<sup>1</sup> To be launched on 15th July 2019

61.	Star Movies HD		
62.	Star Movies Select HD		
63.	Disney International HD		
64.	Star World HD		
65.	Star World Premiere HD		
66.	Star Sports HD1		
67.	Star Sports 1 HD Hindi		
68.	Star Sports Select HD1		
69.	Star Sports Select HD2		
70.	Star Sports HD2		
71.	Fox Life HD		
72.	National Geographic HD		
73.	Nat Geo Wild HD		
74.	Baby TV HD		

III. Installation Address(es) for locating Equipment pertaining to additional headend:

Address(es)	Please mention (Operational/Standby headend)

IV. List of LCO (applicable if DPO is an MSO)

**Schedule II  
Territory (as per current SLA)**

Specific Areas	Corresponding states/ union territories	Servicing Head-end Address	GST IN

**Territory from the Effective Date  
(as per Amendment Agreement)**

Specific Areas	Corresponding states/ union territories	Servicing Head-end Address	GST IN