SUBSCRIPTION AGREEMENT [ANALOGUE]

Agreement No: SA _____
SALES PERSON _____
DISTRIBUTOR REFERENCE _____
CUSTOMER REFERENCE NO. _____

Affix passport-size photograph of the authorized signatory & sign on the same such that half the signature is on the page and other half is on the photograph.

This Subscription Agreement ("**Agreement**") is executed on ☐☐/ ☐☐/ ☐☐ between:

Sun TV Network Limited, a company incorporated under the Companies Act,1956, having its registered office at Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai -600 028 (hereinafter referred to as "Sun", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns), through its authorized agent,
Sun Distribution Services Private Limited, a company incorporated under the Companies Act,1956, having its registered office at Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai -600 028 (hereinafter referred to as ""SDSPL", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns)

and

Affiliate M/s): _____
Affiliate's Status: ☐Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ Other

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

Correspondence Address: _____

_____

Land Mark: _____ Village:_____ City / Taluka:_____

District:_____State: _____ PIN: _____

Tel. No.: _____ Mobile No.: _____ Fax No.: _____

E-mail ID: _____ Cable TV/P&T Regd. No: _____ PAN No.: _____

Installation Address: _____

_____

Land Mark: _____Village:_____ City / Taluka:_____

District:_____ State: _____ PIN: _____

Tel. No.: _____ Mobile No.: _____ Fax No.: _____

Contact Person: _____

Affiliate Location: Main City ☐ / Outside City ☐ / Rural Area ☐

*[hereinafter referred to as "**Affiliate**", 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 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; the successors and permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family ("**HUF**")].*

SDSPL and the Affiliate are hereinafter individually and collectively referred to as "**Party**" and "**Parties**" respectively.

WHEREAS:

A. SDSPL has been appointed by SUN, the Broadcaster of the Channels, as its authorized agent and has been authorized to act for and on behalf of SUN in relation to (a) distribution of the Channels, inter alia, through Cable Television Networks in the Territory, (b) raising invoices and collection of Subscription Fees under this Agreement, and (c) creating rights and obligation that are contractually binding in nature and enforceable at law.

B. The Affiliate is a Cable Operator and is authorized under the Cable Television Network (Regulation) Act, 1995 to receive signals of satellite television channels directly from satellites and retransmit such signals through Cable Television Networks in the Areas.

C. The Affiliate is desirous to receive and retransmit signals of the Subscribed Channels through its Distribution System to the Subscribers in the Areas for the Term and in this regard has approached SUN's authorized agent, SDSPL.

_____ _____
For SDSPL For Affiliate
for and on behalf of SUN

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NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITION:

In this Agreement, unless the context otherwise requires:

(a) "**Applicable Laws**" means law, regulation, direction, notification or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the Telecom Regulatory Authority of India ("**TRAI**") and the Ministry of Information & Broadcasting ("**MIB**").

(b) "**Areas**" means such areas within the Territory as specified in ***Annexure B*** to this Agreement.

(c) "**Channels**" means the satellite television channels owned by SUN along with genres of such satellite television respective channels listed in ***Annexure A*** of this Agreement.

(d) "**Broadcaster**" means an entity that, after having obtained, in its name, uplinking permission and downlinking permission, as may be applicable for its channels, from the Central Government, provides programming services.

(e) "**Cable operator**" means an entity that provides Cable Service through a Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network;

(f) "**Cable Service**" means the transmission by cables of programmes including re-transmission by cables of any satellite television signals.

(g) "**Cable Television Networks**" means systems consisting of set of closed transmission paths and associated signal generation, control and distribution equipment designed to provide Cable Service for reception by multiple subscribers.

(h) "**Commercial Subscriber**" means commercial subscriber as defined in the Applicable Laws.

(i) "**Distribution Systems**" shall mean the local ground/overhead analogue Cable Television Network owned, controlled and legally used by the Affiliate to distribute the satellite television channels in the Areas and includes the local ground/overhead analogue Cable Television Network owned, controlled and legally used by the Local Cable Operators, which the Affiliate represents are connected to the Affiliate as on the date of execution of the Agreement and shall get signals of the Subscribed Channels from the Affiliate and specifically excludes distribution of satellite television channels through any other means including Digital (Non-Addressable) Analogue (Hybrid Networks).

(j) "**Effective Date**" shall mean the effective date of the Agreement, as specified in ***Annexure C*** of this Agreement.

(k) "**Equipment**" means equipment comprising of digital satellite receivers/integrated receiver decoder, viewing cards and remotes (where applicable), which enables decryption of encrypted satellite television channels and includes the equipment listed in ***Annexure D*** annexed to this Agreement.

(l) "**Execution Requirements**" means all documents/information required by SDSPL from the Affiliate to facilitate execution of the Agreement and includes all documents/information listed in ***Annexure E*** of this Agreement.

(m) "**Local Cable Operators**" means the local cable operators receiving signals of the satellite television channels from the Affiliate and retransmits the same through its Cable Television Network to the Subscribers, the details of whom are provided by the Affiliate to SDSPL in terms of Clause I(a) of ***Annexure E***.

(n) "**Subscriber**" means a subscriber who receives the Cable Service and uses the same for his domestic purposes only and specifically excludes Commercial Subscriber. For the sake of clarity, each television connection in a private residential household or private residential multi-dwelling unit receiving the Subscribed Channels from the Affiliate (either directly or through the Local Cable Operator) through the Distribution System shall be treated as a Subscriber.

(o) "**Subscriber Base"** means the number of subscribers receiving the Subscribed Channels either directly or indirectly (through Local Cable Operators) as declared by the Affiliate to SDSPL.

(p) "**Subscribed Channels**" means the channels and/or the bouquet of channels amongst the Channels subscribed by the Affiliate as specifically listed in ***Annexure C-1 , Annexure C-2&C-3*** of this Agreement.

(q) "**Subscription Fees**" means the monthly subscription fees for the Subscribed Channels payable by the Affiliate to SDSPL as specified in ***Annexure C*** to this Agreement.

(r) "**Term**" means the period commencing from the Effective Date and expiring on March 31, 20__, unless terminated earlier in accordance with the provisions of the Agreement.

(s) "**Territory**" means the states and the Union Territories in India other than the states of Tamil Nadu and Kerala , Union Territories of Puducherry, Andaman & Nicobar Islands and Lakshadweep.

2. INTERPRETATION:

In the interpretation of the Agreement, unless the context requires otherwise:

(a) The headings herein are used for convenience only and shall not affect the construction of this Agreement.

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(b) The references to Annexure are references respectively to the annexure to this Agreement.

(c) The reference to the singular includes reference to plural and vice versa.

(d) The reference to any gender includes a reference to all other genders.

(e) The term "including" shall mean "including without limitation".

3. AUTHORISATION:

SDSPL has the requisite power and authority from SUN to enter into this agreement with the operator and create the mutual rights and obligation that are contractually binding in nature and enforceable at law.

4. NON-EXCLUSIVE RIGHT:

On the basis of the representations, warranties and undertakings given by the Affiliate, SDSPL hereby grants non-exclusive right for the Term to the Affiliate to receive the signals of the Subscribed Channels directly from designated satellites and retransmit such signals through the Distribution Systems to the Subscribers in the Areas during the Term, subject to the Affiliate paying the Subscription Fees and complying with all the terms and conditions as set out in this Agreement. The Affiliate understands and agrees that mere possession of the Equipment of the Channels does not entitle the Affiliate to receive and/or distribute/retransmit the Channels. All rights not specifically and expressly granted to Affiliate under the Agreement are reserved by SDSPL, including without limitation the Affiliate's right to (a) provide the signals of the Subscribed Channels beyond the Areas, (b) distribute signals of the Subscribed Channels to the Local Cable Operators or subscribers not declared in terms of Clause I(a) and Clause I(b) of ***Annexure E***,(c) distribute the signals of the Subscribed Channels to any Commercial Subscriber, (d) make any interference and/or insertion and/or blacking out and/or de-modulation with the signals of the Subscribed Channels, and (e) distribute the signals of the Channels other than in analogue mode from the Affiliate's headend (It is hereby clarified that under this Agreement, the Affiliate does not have the right to distribute the signals of the Channels via digital cable networks (with or without addressable systems), Direct-To-Home (Ku-Band or C-Band), Headend-In-The-Sky, Multipoint Microwave Distribution System/Multi-channel Multi-Point Distribution System, Digital Terrestrial Transmission, Broadband, Internet Protocol Television, Terrestrial Transmission, or any other medium or technology or device now known and/or invented or that may be known and/or invented at a later date.

5. AREAS:

(a) The Affiliate shall be entitled to retransmit signals of the Subscribed Channels to the Subscribers through the Distribution systems limited to the Areas.

(b) The Affiliate shall not provide signals of the Subscribed Channels to Subscribers beyond the Areas. Violation of this clause shall be a material breach of this Agreement and the Affiliate shall be deemed to indulging in unauthorized retransmission of signals of the Subscribed Channels and SDSPL shall have the right to terminate this Agreement and/or deactivate the signals of the Subscribed Channels to the Distribution Systems of the Affiliate, in addition to any other legal or equitable remedies available to SDSPL.

(c) In the event the TRAI or the Central Government mandates that the signals of the Subscribed Channels shall be provided by the Affiliate to its Subscribers only through digital addressable systems ("**DAS**") in any part of the Areas, then the Affiliate shall enter into a separate agreement with SDSPL for such part of the Areas. However, nothing stated in this Agreement shall require SDSPL to enter into such separate agreement with the Affiliate for DAS notified part of the Areas unless the Affiliate demonstrates to the satisfaction of SDSPL that the Cable Television Network of the Affiliate operating in such part of the Areas complies with the licensing and technical requirements as under Applicable Law and all outstanding amounts towards Subscription Fees have been cleared by the Affiliate.

6. OBLIGATIONS OF THE AFFILIATE:

(a) The Affiliate shall, at its own costs and expenses, receive and retransmit the Subscribed Channels from designated satellites.

(b) The Affiliate shall retransmit signals of the Subscribed Channels to the Subscribers in the Areas only through the Distribution Systems. The Affiliate shall be responsible, at its sole cost and expense, for obtaining all licenses and permits necessary for the foregoing.

(c) The Affiliate shall collect fees from the Subscribers, either directly or through its Local Cable Operators, and pay the Subscription Fees to SDSPL, in a timely manner.

(d) The Affiliate shall ensure retransmission of high quality signal of the Subscribed Channels to the Subscribers in the Areas.

(e) The Affiliate shall furnish updated list of Local Cable Operators along with their Subscriber Base to SDSPL on a monthly basis in terms of Clause 12 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).

(f) The Affiliate shall take all necessary action to prevent unauthorized access of the Subscribed Channels in the Areas and shall regularly provide to SDSPL with updated piracy reports.

7. SUBSCRIPTION FEES:

(a) SDSPL shall raise monthly invoices towards the Subscription Fees, as detailed in ***Annexure C*** to this Agreement, together with applicable taxes, in the beginning of each month; and the Affiliate shall promptly pay to SDSPL the Subscription Fees in advance within 7th day of the concerned month.

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(b) If, pursuant to mutual agreement between SDSPL and the Affiliate ,debit note or credit note is to be issued by SDSPL for an already invoiced period to adjust any differential amount, such debit note or credit note shall be issued by SDSPL post calculation of such differential amount. Debit notes issued by SDSPL shall be paid by the Affiliate immediately upon its receipt. All other provisions under the Agreement as regards interest on late payment shall apply to such differential amounts receivable by SDSPL.

(c) It is understood between the Parties that non-receipt of dispatched invoices shall not relieve the Affiliate from its obligation to make the payments of the Subscription Fees in a timely manner. In the event the Affiliate does not receive the invoice for a particular English calendar month within 15th of the same month, then the Affiliate shall promptly intimate SDSPL about the same and request for issuance of duplicate invoice. All such communication shall be mandatorily addressed/marked to the attention of Chief Financial Officer of SDSPL.

(d) All payments under the Agreement shall be paid free and clear of and shall not be reduced by any tax, levy or charge including but not limited to service tax (except for Indian withholding taxes as provided below). The service tax shall be extra and shall be borne entirely by the Affiliate. If under Indian tax laws, any payments from Affiliate to SDSPL are subject to Indian withholding taxes, affiliate shall (i) withhold the legally required amount from its payment, (ii) remit such amount applicable to the Indian tax authority within the prescribed due dates, and (iii) within the statutory period deliver all documents to SDSPL evidencing such statutory deductions.

(e) The Affiliate shall pay the Subscription Fees to SDSPL for a particular month on or before the end of the same month. The Affiliate shall be liable to pay interest @18% if the Affiliate fails to pay the Subscription Fees in a timely manner. Notwithstanding the foregoing, SDSPL reserves the right to terminate the Agreement and disconnect/deactivate the signals of the Subscribed Channels upon non-payment of the Subscription Fees.

(f) The Subscription Fees shall be paid by the Affiliate to SDSPL in Indian Rupees by demand draft/pay order/cheque ("**Instruments**") in favour of "Sun Distribution Services Pvt. Ltd.", unless instructed otherwise in writing by SDSPL. No cash payments shall be made by the Affiliate towards Subscription Fees or any other dues whatsoever. However in the event an instrument issued by the Affiliate is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to SDSPL under law, the Affiliate shall be liable to pay an amount of not less than Rs.500/- for each of the dishonored, disapproved or rejected Instrument.

(g) All payments collected by SDSPL from the Affiliate shall be on First in First out (FIFO) basis. The Affiliate shall have no right to withhold or claim adjustment/set off Subscription Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against SDSPL, etc.).

(h) Any amount due and payable by the Affiliate to SDSPL under any previous agreement/arrangement between SDSPL and the Affiliate shall be paid by the Affiliate to SDSPL within 30 days of the execution of this Agreement, failing which SDSPL reserves the right to terminate this Agreement and deactivate/disconnect the signals of the Subscribed Channels.

8. REVISION OF RATES/SUBSCRIPTION FEES:

a) The Subscription Fees payable by the Affiliate to SDSPL shall automatically be revised and ***Annexure C*** to this Agreement to that extent shall be deemed to be modified, varied, altered and amended if during the Term a revision of the A-la-carte Rates and/or Bouquet Rates("**Tariffs**") of any Subscribed Channels is brought about pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi judicial or judicial authority and such revised Tariffs shall apply from the date such revision is notified by such authority; and/or

(b) SDSPL reserves the right to revise the Subscription Fees if during the Term there is addition/deletion in the Subscribed Channels.

(c) SDSPL reserves the right to revise the Subscription Fees if at any time during the Term or within one year thereafter, if it comes to the knowledge of SDSPL that there has been:

(i) Any variation in the Subscriber Base of the Affiliate; and/or

(ii) The Affiliate has suppressed the correct number of Subscribers and/or Local Cable Operators at the time of execution of the Agreement; and/or

(iii) There is an increase/decrease in the Subscribers and/or Local Cable Operators.

(iv) Affiliate takes over and/ or merges with any other existing MSO of SDSPL. In such event Affiliate shall also be liable for all subscription fees outstanding/ payment dues, towards SDSPL, of that existing MSO, whose cable network is take over and/ or merged with the Affiliate.

Such revision to Subscription Fees shall be applicable with retrospective effect from the date of occurrence of such instance as per sub clause (i), (ii) or (iii) above and the right of SDSPL to claim such outstanding shall survive the termination or expiry of this Agreement.

(d) In the event the TRAI or the Central Government mandates that the signals of the Subscribed Channels should be provided by the Affiliate to its Subscribers only through DAS in any part of the Areas as specified in ***Annexure B***, then this Agreement shall stand terminated for such part of the Areas only from the date of implementation of DAS as per Applicable Laws and the Subscription Fee shall stand reduced by such Percentage of Monthly Subscription Fee as allocated to such part of the Areas as specified under ***Annexure B*** and the Parties shall enter into a separate agreement with SDSPL for such part of the Areas as per clause 5 above on mutually agreed terms.

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9. THE EQUIPMENT:

(a) SDSPL shall, at the request of the Affiliate supply or cause to be supplied the Equipment to the Affiliate or has already supplied such Equipment directly or through suppliers nominated by it. The Equipment shall at all times remain the sole and exclusive property of SUN.

(b) In the event the Affiliate merges or amalgamate with another entity or ceases to operate the Distribution Systems, the Equipment supplied by SDSPL to the Affiliate shall be returned forthwith to SDSPL. In case the Equipment are damaged due to negligence of the Affiliate, SDSPL on behalf of SUN shall be authorized to recover the actual repair cost from the Affiliate and in the event the Equipment are beyond repair, the Affiliate shall be liable to pay to SDSPL the cost of such Equipment as on the time it was supplied to the Affiliate.

(c) In order to take back possession of the Equipment from the Affiliate, the Affiliate shall ensure that the personnel/representative of SDSPL are allowed free and unobstructed access to the premises of the Affiliate where the Equipment are installed, and the Affiliate shall not interfere with such procedure.

10. ADDITIONAL CHARGES FOR THE EQUIPMENT:

(a) In the event the Affiliate requests, SDSPL may on behalf of SUN, in terms of the applicable SUN policy, supply or cause to supply the Equipment. As per SUN Policy, SDSPL may require the Affiliate to make the following payments against delivery of the Equipment:

(i) **Processing Fee:** SDSPL may require the Affiliate to pay one time non-refundable processing fee towards the Equipment for each Subscribed Channel.

(ii) **Courier/Taxes:** The Affiliate shall pay the courier charges, octroi, taxes and other levies and transportation charges for the Equipment.

(iii) **Refundable Security Deposit:** SDSPL may require the Affiliate to pay an amount of Rs. 2,500/-, or such amount as may be determined by SUN from time to time, for each digital satellite receivers/integrated receiver decoder provided by SDSPL to the Affiliate under the Agreement. Such refundable security deposit amount shall be refunded by SDSPL to the Affiliate upon expiry or earlier termination of the Agreement, subject to the Affiliate returning the digital satellite receivers/integrated receiver decoder in perfect working condition (reasonable wear and tear acceptable) and also subject to SDSPL setting off the refundable security deposit amount, or part thereof, with any amount receivable by SDSPL from the Affiliate on such date of expiry or termination of the Agreement.

(b) The abovementioned charges shall be levied on a one time basis during the Term of the Agreement and when any new channel is introduced by SDSPL and subscribed for by the Affiliate. It is expressly agreed between the Parties that if within one month of the request made, the Affiliate does not intimate SDSPL of the receipt or non-receipt of the Equipment then it will be deemed that the Affiliate has received the Equipment.

11. TERM & TERMINATION:

(a) This Agreement shall remain valid only for the Term.

(b) This Agreement shall automatically expire by efflux of time, i.e. on the completion of the Term, unless terminated earlier in accordance with applicable laws and/or provisions of the Agreement.

(c) In the event of a breach by any Party, the other Party shall have the right, as per Applicable Laws, to terminate this Agreement by giving three weeks' notice to the other Party clearly giving the reasons for the proposed action and in the event such breach still remains uncured on expiry of the third week this Agreement shall stand terminated.

(d) SDSPL shall have the right to forthwith terminate this Agreement and disconnect/deactivate the distribution of signals of the Subscribed Channels and/or take any other action as may be appropriate, upon the occurrence of any of the following:

(i) In the event the Affiliate fails to pay the Subscription Fee and / or applicable tax including but not limited to service tax and or charges as and when it becomes due and payable as set out in this Agreement;
(ii) In the event of failure on the part of the Affiliate to provide the names, complete address, areas served and number of Subscriber of each LCO served by the Affiliate and also the number of Subscribers directly served by the Affiliate in terms of Clause 12 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time);
(iii) In case of bankruptcy or insolvency of the Affiliate;
(iv) In case of dissolution of the partnership or winding up proceedings against the Affiliate;
(v) In the event of assignment of the Agreement by the Affiliate without prior written approval of SDSPL;
(vi) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels in the Areas;
(vii) If the Affiliate in any manner jeopardises or interferes with intellectual property rights referred to in Clause 15 below;
(viii) In the event SDSPL/broadcaster of the Subscribed Channels is subjected to legal, governmental or other adverse action under applicable treaties, Tariffs or Applicable Laws that restrict the right of SDSPL/broadcaster of the Subscribed Channels to provide the Subscribed Channels or any part thereof to the Affiliate or limit the Affiliate's right or authorisation to distribute the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts SDSPL/broadcaster of the Subscribed Channels to provide the Subscribed Channels to the Affiliate under the terms of this Agreement;
(ix) If the Equipmentare removed from the Installation Address without prior written consent of SDSPL or is being used or intended to be used, at a place other than the Installation Address;

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(x) If the Affiliate's registration under the Cable Television Networks (Regulation) Act, 1995 is suspended, cancelled, terminated and/or not renewed;
(xi) If the Affiliate is in breach of any of its representations, obligations, warranties contained in this Agreement and/or if the same are found to be untrue;
(xii) In the event of non-disclosure/under-declaration of Local Cable Operators and/or under-declaration or wrong disclosure of Subscriber Base catered directly or through Local Cable Operators;
(xiii) In case the Affiliate (without first negotiating and mutually agreeing upon revised Subscription Fees with SDSPL) distributes / sub-distributes the signals beyond the Areas as agreed under this Agreement;
(xiv) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels in the Areas (including but not limited to entering into an agreement / arrangement with another Cable Operator for operational and/or administrative and/or funding purposes, etc.);
(xv) If the Affiliate does not comply with any rules, regulations, orders of TRAI or any other government or statutory body / court or tribunal;
(xvi) If SDSPL or SUN, ceases to distribute or operate any of the Subscribed Channels in the Territory for any reason whatsoever.

(e) SDSPL reserves the right to terminate the Agreement, if the Affiliate is in breach of any representation, warranties or undertaking anytime during the Term.

(f) A breach by Affiliate under this Agreement shall, if SDSPL so elects, also be deemed to be a breach of any or all other agreements between SDSPL and Affiliate, and shall entitle SDSPL to exercise any or all of the remedies set forth in this Agreement and such other agreements. Further, if SDSPL so elects, any breach by Affiliates or its associates of any other agreement between Affiliates or its associates, and SDSPL, shall be deemed a breach of this Agreement and shall entitle SDSPL to exercise any and all of the remedies set forth in this Agreement and such other agreements.

(g) SDSPL's rights to terminate the Agreement shall be without prejudice to SDSPL's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

(h) The Parties agree that if any of the agreements between SDSPL and its licensors relating to SDSPL's right to distribute any of the Subscribed Channels in the Areas is terminated, then the part of the Agreement pertaining to the said Subscribed Channel shall stand terminated. In such an event, fresh Annexure shall be executed between the Parties at mutually agreed terms, subject to applicable law.

(i) The Affiliate hereby acknowledges that if signal of any Subscribed Channel, which was disconnected/deactivated for reason attributable to the Affiliate, needs to be reconnected, the Affiliate shall be liable to pay non–refundable re-activation fee of Rs.500 per channel per re-activation, if SDSPL so elects. Further, the Affiliate acknowledges that such re-activation fee does not constitute a penalty.

12. CONSEQUENCES OF EXPIRY/TERMINATION:

Upon expiry or termination of the Agreement:

(i) SDSPL shall disconnect/deactivate signals of the Subscribed Channels,

(ii) The Affiliate shall immediately return the Equipment of the Subscribed Channels to SDSPL in good working condition failing which the Affiliate shall be liable to provide compensation/damages, equivalent to the monthly Subscription Fees last paid by the Affiliate, for each month of delay, on a pro-rata basis, and

(iii) The Affiliate shall within seven (7) days thereof pay to SDSPL all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to SDSPL under the Agreement as on the date of termination failing which such outstanding amounts shall be payable together with interest @ 24% p.a.

13. REPRESENTATIONS AND WARRANTIES OF SDSPL:

(a) SDSPL represents to the Affiliate that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) SDSPL makes no representations and/or warranties relating to the continuity, reception and quality of the contents on the Subscribed Channels and SDSPL shall not be liable for any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the Affiliate.

(c) SDSPL has no control on any Channel or the scheduling and the programme content of such Channels. Therefore, neither SDSPL nor its officers, directors, servants, agents or authorized companies shall be liable for any civil or criminal proceedings for any loss, damage, defamation or hurt caused to the sentiments of any person whatsoever by reason of the contents or scheduling of any programmes shown on any Channel or any interference with the Affiliate's reception of any Channel forming part of the Subscribed Channels;

(d) SDSPL shall not, under any circumstances, be liable for the performance of the Equipment for the Subscribed Channels.

13A. ANTI-PIRACY OBLIGATIONS AND WARRANTIES:

The Affiliate represents, warrants and undertakes that it shall at its own expense, take all necessary steps to prevent and stop unauthorized or illegal use of the 'Subscribed Channels' or signals thereof as described below:

(a) take all necessary actions to prevent any unauthorized access to the Subscribed Channels in the Areas.

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(b) shall take appropriate remedial actions to curb piracy in the Areas.

(c) endeavor in the task of protection of SUN's intellectual property rights, preventing piracy of SUN's services, disclosing correctly all the information as required by SUN, distribution only to its bonafide subscribers within the limits of its contractual area.

(d) directly or indirectly, not indulge or allow any person to indulge in Piracy or in reverse engineering any technology used in the Equipment or any component thereof.

(e) Intimate SUN promptly about any alteration, tampering with the Equipment including the seal, misuse, replacement, removal and shifting of Smart cards and IRDs, without the written consent of SUN, from their respective original addresses;

(f) use any other hardware other than the Equipment provided by SDSPL for reception of the Subscribed Channels.

(g) Indulge in any activity, which has the effect of or which shall result into, infringement and violation of trade mark and copyrights of SUN.

(h) co-operate and co-ordinate with SDSPL's anti-piracy team to curb the piracy of Channels in its network or piracy of channels being done using the signals of the Affiliate's cable network. If required, the Affiliate shall also accompany the SDSPL Anti-piracy team to jointly investigate and take appropriate action to curb piracy.

14. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE AFFILIATE

The Affiliate represents warranties and undertakes to SDSPL that:

(a) The Affiliate represents that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) The Affiliate represents that the list of Local Cable Operators together with its details are correct.

(c) The Affiliate undertakes to enter into a back to back agreement with the Local Cable Operators to ensure that the Local Cable Operators are in compliance with all the provisions of this Agreement.

(d) The Affiliate undertakes to promptly inform SDSPL in case of any change in number, names, addresses and details of the Local Cable Operators.

(e) The Affiliate represents that it has a valid registration certificate in its name under the Cable Television Network (Regulation) Act, 1995 to retransmit satellite television channels through the Distribution System in the Areas. The Affiliates undertakes to keep such registration certificate valid and subsisting during the Term of this Agreement and provide a copy of the same to SDSPL as and when called upon to do so by SDSPL.

(f) The Affiliate represents that all the Execution Requirements provided by the Affiliate to SDSPL are correct. In the event this Agreement is executed without completion of any such Execution Requirements, SDSPL reserves its rights to require the Affiliate to complete such requirement anytime during the Term and shall have the right to terminate this Agreement in case of failure by the Affiliate to do so.

(g) The Affiliate shall promptly intimate SDSPL upon variation (i.e. increase or decrease) in the Subscriber Base.

(h) The Affiliate undertakes to pay the Subscription Fees together with applicable taxes in a timely manner.

(i) The Affiliate undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.

(j) The Affiliate undertakes not to, whether by itself or through its Local Cable Operators, re-transmit signals of the Subscribed Channels beyond the Areas.

(k) The Affiliate shall not retransmit the Subscribed Channels via any medium other than the Distribution System.

(l) The Affiliate shall not distribute the Subscribed Channels to any Commercial Subscribers for which a separate agreement shall be executed between the Parties as per applicable terms and conditions.

(m) The Affiliate undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.

(n) The Affiliate undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Affiliate further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify SDSPL of any unauthorized copying, taping or use of any part of the Subscribed Channels. In this regard, the Affiliate represents, warrants and undertakes that it shall, at its own expense, take any/all necessary steps, by itself and at the request of SDSPL/SUN, to prevent and stop unauthorized or illegal use of the Subscribed Channels or part thereof and any such activities within the Areas which has the effect of or which shall result into, infringement and violation of SUN's Intellectual Property *(as defined in Clause 15 of this Agreement)*. The Affiliate shall not use any other hardware other than the Equipment for reception of the Subscribed Channels. The Affiliate shall provide such correct information in full as may reasonably be required by SDSPL and/or SUN to cause such activities to cease.

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(o) The Affiliate undertakes to do all acts as may be required by SDSPL to give effect to the terms of this Agreement.

(p) The Affiliate undertakes not to place the Subscribed Channels next to any pornographic or gambling channel.

(q) The Affiliate undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of SDSPL. Further, the Affiliate undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allow anybody else to do the same, without prior written permission of SDSPL and shall indemnify SDSPL against any damage, destruction, theft or loss of the Equipment.

(r) The Affiliate undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom.

(s) The Affiliate undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of SDSPL and bear all expenses for general repairs and maintenance of the same and it shall immediately notify SDSPL in the event of any mechanical/ technical fault in the Equipment.

(t) The Affiliate shall ensure that no cable operators receive signals of the Channels from the Affiliate without prior written consent of the Affiliate.

(u) The Affiliate undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify SDSPL against any default or non-payments in this regard.

(v) Upon expiry/termination of the Agreement, the Affiliate undertakes to return to SDSPL the Equipment of the Subscribed Channels in good working condition and pay to SDSPL all outstanding payments that may be payable to SDSPL under the Agreement on the date of termination.

(w) Upon change in designated satellite of the Subscribed Channels, the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels.

(x) The Affiliate undertakes to promptly intimate SDSPL of any change in ownership or sale of the business/assets of the Affiliate.

(y) The Affiliate undertakes to keep accurate and complete records and accounts of billings of the Subscribers/Local Cable Operators and make such records available to SDSPL and/or its representatives for inspection/audit upon reasonable notice. The Affiliate undertakes to provide all assistance to SDSPL for conducting survey to determine the actual Subscriber Base of the Affiliate. The Affiliate undertakes to furnish and submit to SDSPL all information and/or documents as may be required by SDSPL from the Affiliate from time to time.

(z) The Affiliate undertakes to comply with the Applicable Laws.

(aa) The Affiliate shall strictly abide by the provisions of the Cable Television Network (Regulation) Act, 1995 and the Cable Television Networks Rules, 1994.

15. INTELLECTUAL PROPERTY RIGHTS:

(a) It is expressly agreed and understood that the Affiliate shall not acquire any ownership or other rights with respect to the Subscribed Channels.

(b) All right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logs, materials, formats and concepts relating to the Channels, or any mark of the right holders of any programming exhibited on the Subscribed Channels (collectively, the "**Intellectual Property**") shall belong exclusively to SUN or its licensor. The Affiliate shall not acquire any proprietary or other rights in the Intellectual Property to which SUN or its licensor assert proprietary or other rights, which SUN/SDSPL may notify the Affiliate from time to time in writing and agrees not to use the Intellectual Property in any corporate or trade name. The Affiliate may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of SUN/SDSPL. Marketing materials generated by the Affiliate may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the Affiliate. Such marketing materials shall require the prior written approval of SUN/SDSPL. The Affiliate shall not acquire any proprietary or other rights in the trade names and trademarks of SDSPL ("**SDSPL Marks**"), and agrees not to use SDSPL Marks without prior written consent of SDSPL.

16. CONFIDENTIALITY:

The Affiliate shall keep in strict confidence, any confidential information received by it while participating in the affairs/business of SDSPL ("**Confidential Information**") and shall not disclose the same to any Person, not being party to this Agreement. The Affiliate shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. The Confidential Information shall, at all times, remain the exclusive property of SDSPL and the Affiliate shall not acquire any rights in the Confidential Information.

17. FORCE MAJEURE:

Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the Subscribers. In the event of a suspension of any obligation under this section, which extends beyond a period of one month, the Party not affected, may at its option, elect to cancel those aspects of this Agreement.

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For SDSPL for and on behalf of SUN	For Affiliate

18. NO AGENCY:

Neither Party shall be or hold itself as the agent of the other under the Agreement. No Local Cable Operator / Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with SDSPL by virtue of this Agreement or by SDSPL's delivery of the Subscribed Channels to the Affiliate. This Agreement between SDSPL and Affiliate is on principal to principal basis and is terminable in nature.

19. NO WAIVER:

The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, and such rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

20. ASSIGNMENT:

(a) Notwithstanding anything contained in the Agreement, the Affiliate shall not have the right, without the prior written consent of SDSPL, to assign or transfer the Agreement or any of its rights or obligations, with respect to the Areas and/or the Distribution System to any third Party. Upon any breach, actual, potential or threatened of this clause, the Affiliate shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channels, as the case may be, and shall entitle SDSPL to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be appropriate.

(b) SDSPL may, at any time unilaterally assign the Agreement including, without limitation, its rights and obligations, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as SDSPL *vis a vis* the Affiliate. Such assignment by SDSPL shall be effective on and from the date as communicated in writing by SDSPL to the Affiliate.

21. INDEMNITY AND THIRD PARTY CLAIMS:

(a) The Affiliate shall forever keep and hold SDSPL and its affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees of a counsel of SDSPL's choice) resulting due to any of the Affiliate's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.

(b) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.

(c) SDSPL makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval or as to whether or not the Subscribed Channels complies with laws and regulations of any governmental and other authorities for its distribution. The Affiliate shall be responsible for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the Affiliate.

(d) The Affiliate acknowledges and accepts that SDSPL shall not be liable in any manner to the Affiliate or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable laws.

This clause shall survive termination of the Agreement.

22. SEVERABILITY:

If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

23. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Affiliate and SDSPL set forth in the Agreement, unless either party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post AD shall be deemed delivered on the third day from the date on such Registered Post A.D. All notices to SDSPL shall be addressed in the attention **of "Legal Head", Sun Distribution Services Pvt. Ltd., Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai - 600 028.**

24. GOVERNING LAW AND DISPUTE RESOLUTION:

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The Telecom Disputes Settlement and Appellate Tribunal, New Delhi, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.

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For SDSPL for and on behalf of SUN	For Affiliate

25. ENTIRE UNDERSTANDING/ MODIFICATIONS:

The Agreement along with its Schedule and Applicable Annexure(s) contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year mentioned hereinabove.

For SUN DISTRIBUTION SERVICES PVT. LTDFOR AND ON BEHALF OF SUN TV NETWORK LTD Signature: _____ Name: _____ Designation: _____ Date: _____	**For_____ (AFFILIATE)** Signature: _____ Name: _____ Designation: _____ Date: _____

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_____
For SDSPL
for and on behalf of SUN

_____
For Affiliate

CRN: _____ SA No. _____ Date: _____

ANNEXURE A
THE CHANNELS AND GENRE

Channel	Genre
KTV	Movies (Tamil)
Sun News	News &Current affairs (Tamil)
Gemini Comedy	Movies (Telugu)
Udaya Comedy	Movies (Kannada)
Udaya News	News &Current affairs (Kannada)
Gemini Music	Music (Telugu)
Surya TV	General Entertainment (Malayalam)
Sun TV	General Entertainment (Tamil)
Kushi TV	Kids (Telugu)
Chutti TV	Kids (Tamil)
Sun Action	Movies (Tamil)
Suriyan TV	Movies (Kannada)
Sun TV RI	General Entertainment (Tamil)
Gemini Life	General Entertainment (Telugu)
Sun Music	Music (Tamil)
Gemini TV	General Entertainment (Telugu)
Udaya TV	General Entertainment (Kannada)
Udaya Movies	Movies (Kannada)
Gemini News	News &Current affairs (Telugu)
Gemini Movies	Movies (Telugu)
Kiran TV	Movies (Malayalam)
Chintu TV	Kids (Kannada)
Adithya TV	Movies(Tamil)
Udaya Music	Music (Kannada)
Gemini Action	Movies (Telugu)
Surya Action	Movies (Malayalam)
Sun Life	General Entertainment (Tamil)
Surya Music	Music (Malayalam)
Kochu TV	Kids (Malayalam)

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_____ _____
For SDSPL For Affiliate
for and on behalf of SUN

CRN: _____ SA No. _____ Date: _____

ANNEXURE B

AREAS	

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_____
For SDSPL
for and on behalf of SUN

_____
For Affiliate

CRN: _____ SA No. _____ Date: _____

ANNEXURE C

SUBCRIPTION FEES*		
TERM	Effective Date	Monthly Subscription Fee (in Rs.)
Subscribed Channels as per ***Annexure C-1***		
Subscribed Channels as per ***Annexure C-2***		
Subscribed Channels as per ***Annexure C-3***		
TOTAL		

*Please note that in addition to the Subscription Fees, the Affiliate shall be liable to pay applicable taxes including but not limited to service tax as applicable.

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_____ _____

For SDSPL
for and on behalf of SUN

For Affiliate

CRN: _____ **SA No. _____** **Date: _____**

ANNEXURE C-1

A-LA-CARTE RATES PER SUBSCRIBER PER MONTH

Tick here	Channels	A-la-carte Rates (in Rs.)	No. of Subscribers	Monthly Subscription Fee (in Rs.)
	Sun TV	12.50		
	Chintu TV	13.37		
	Kushi TV	13.37		
	Adithya TV	18.19		
	Chutti TV	13.37		
	Udaya Music	7.49		
	Sun Action*	40.00		
	Gemini Action*	40.00		
	Suriyan TV*	40.00		
	Surya Action*	40.00		
	Sun TV RI*	12.50		
	Sun Life	12.50		
	Gemini Life	11.13		
	Surya Music	7.50		
	KTV	16.06		
	Sun Music	7.50		
	Sun News	1.48		
	Gemini TV	11.02		
	Gemini Comedy	5.67		
	Udaya TV	12.30		
	Udaya Comedy	16.06		
	Udaya Movies	15.40		
	Udaya News	7.86		
	Gemini News	8.02		
	Gemini Music	7.50		
	Gemini Movies	18.20		
	Surya TV	12.31		
	Kiran TV	18.19		
	Kochu TV	13.37		
	Total			

* These channels do not form part of any bouquet(s) and are offered only on a-la-carte basis.

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_____ _____

For SDSPL
for and on behalf of SUN

For Affiliate

CRN: _____ SA No. _____ Date: _____

ANNEXURE C-2

BOUQUET RATES PER SUBSCRIBER PER MONTH

Tick here	Channels	Bouquet Rate (in Rs.)	No. of Subscribers	Monthly Subscription Fee (in Rs.)
	Bouquet 1			
	KTV Sun Music Sun News	16.69		
	Bouquet 2			
	Gemini TV Gemini Comedy	11.12		
	Bouquet 3			
	Udaya TV Udaya Comedy	18.94		
	Bouquet 4			
	Udaya Movies Udaya News	15.51		
	Bouquet 5			
	Gemini News Gemini Music Gemini Movies	24.44		
	Bouquet 6			
	Surya TV Kiran TV	20.33		
	Total			

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_____ _____

For SDSPL
for and on behalf of SUN

For Affiliate

CRN: _____ SA No. _____ Date: _____

ANNEXURE C-3
SPECIAL MEGA BOUQUETS ON REGIONAL / LINGUISTIC BASIS

TELUGU MEGA BOUQUET

TICK HERE (✔)	Sl. No.	Channels	Bouquet Rate (INR)	No of Subscribers	Monthly Subscription Fee (in Rs)
	1	Gemini TV	50.00		
	2	Gemini Movies			
	3	Gemini Comedy			
	4	Gemini Music			
	5	Kushi TV			
	6	Gemini Life			
	7	Gemini News			

TAMIL MEGA BOUQUET

TICK HERE (✔)	Sl. No.	Channels	Bouquet Rate (INR)	No of Subscribers	Monthly Subscription Fee (in Rs)
	1	Sun TV	66.67		
	2	KTV			
	3	Adithya TV			
	4	Sun Life			
	5	Sun Music			
	6	Chutti TV			
	7	Sun News			

KANNADA MEGA BOUQUET

TICK HERE (✔)	Sl. No.	Channels	Bouquet Rate (INR)	No of Subscribers	Monthly Subscription Fee (in Rs)
	1	Udaya TV	50.00		
	2	Udaya Movies			
	3	Udaya Comedy			
	4	Udaya Music			
	5	Chintu TV			
	6	Udaya News			

MALAYALAM MEGA BOUQUET

TICK HERE (✔)	Sl. No.	Channels	Bouquet Rate (INR)	No of Subscribers	Monthly Subscription Fee (in Rs)
	1	Surya TV	34.29		
	2	Kiran TV			
	3	Kochu TV			
	4	Surya Music			

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_____ _____
For SDSPL For Affiliate
for and on behalf of SUN

ANNEXURE C-3
SPECIAL MEGA BOUQUETS ON REGIONAL / LINGUISTIC BASIS

SUN SOUTH MEGA BOUQUET

TICK HERE (✔)	Sl. No.	Channels	Bouquet Rate (INR)	No of Subscribers	Monthly Subscription Fee (in Rs)
	1	Sun TV	186.95		
	2	KTV			
	3	Adithya TV			
	4	Sun Life			
	5	Sun Music			
	6	Chutti TV			
	7	Sun News			
	8	Gemini TV			
	9	Gemini Movies			
	10	Gemini Comedy			
	11	Gemini Music			
	12	Kushi TV			
	13	Gemini Life			
	14	Gemini News			
	15	Udaya TV			
	16	Udaya Movies			
	17	Udaya Comedy			
	18	Udaya Music			
	19	Chintu TV			
	20	Udaya News			
	21	Surya TV			
	22	Kiran TV			
	23	Kochu TV			
	24	Surya Music			

Note 1: This rate card is filed in compliance with the order dated August 4, 2015 of the Hon'ble Supreme Court of India in the Civil Appeal Nos. 5159 – 5164 of 2015 and without prejudice to SDSPL's/SUN's rights to increase the a-la-carte and bouquet rates prescribed, subject to the final outcome of the observations made in the order dated August 4, 2015 of the Hon'ble Supreme Court of India in the Civil Appeal Nos. 5159 – 5164 of 2015read with the judgment and order dated April 28, 2015 of the Telecom Disputes Settlement and Appellate Tribunal in Appeal Nos. 1(C) of 2014, 2(C) of 2014, 3(C) of 2014, 4(C) of 2014, 5(C) of 2014 and 6(C) of 2014.

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For SDSPL
for and on behalf of SUN

For Affiliate

ANNEXURE D

EQUIPMENT DETAILS		
Channels	**Digital Satellite Receiver No.:**	**Viewing Card No.:**
Sun TV		
Chintu TV		
Kushi TV		
Adithya TV		
Chutti TV		
Udaya Music		
Sun Action		
Gemini Action		
Suriyan TV		
Surya Action		
Sun TV RI		
Sun Life		
Gemini Life		
Surya Music		
KTV		
Sun Music		
Sun News		
Gemini TV		
Gemini Comedy		
Udaya TV		
Udaya Comedy		
Udaya Movies		
Udaya News		
Gemini News		
Gemini Music		
Gemini Movies		
Surya TV		
Kiran TV		
Kochu TV		

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For SDSPL
for and on behalf of SUN

For Affiliate

CRN: _____ SA No. _____ Date: _____

ANNEXURE E

EXECUTION REQUIREMENTS

I. The Affiliate shall provide to SDSPL the following:

(a) List of Local Cable Operators along with their Subscriber Base in terms of Clause 9.2 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
(b) The Subscriber Base of the Affiliate based on the Subscriber Line Report in terms of Clause 9.2 read with Clause 9.1 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
(c) Copy of the latest monthly invoice showing the dues, if any, from the presently-affiliated aggregator in terms of Explanation 1 to Clause 3 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
(d) Copy of the registration certificate issued by the designated authority allowing the Affiliate to operate a Cable Television Network in the Areas ("**Cable Registration Certificate**")

II. Depending on the status of the Affiliate, the Affiliate shall provide the following:

A. If the Affiliate is an individual or a sole proprietor:

(a) Photograph of the cable network owner. The owner of the cable network shall be the person in whose name the Cable Registration Certificate is granted.
(b) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill / Income Tax Returns.
(c) Self-attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.

Provided, that in the event another person executes the Agreement on behalf of such sole proprietor, a true copy of the power of attorney delegating such powers by the sole proprietor shall also be provided to SDSPL.

B. If the Affiliate is a partnership firm:

(a) Certified true copy of the registered Partnership Deed.
(b) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
(c) Photograph of the signatory.
(d) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.

C. If the Affiliate is a company:

(a) The Certificate of Incorporation – certified by the Company Secretary/Director.
(b) Memorandum and Articles of Association of the company.
(c) Board resolution certified by the Company Secretary/Director authorizing the above named signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
(d) Copy of Passport/Voters ID/PAN Card/Driving license for signature verification attested by the authorized signatory.
(e) Photograph of the signatory.

D. If the Affiliate is a Hindu Undivided Family ("**HUF**")

(a) The photograph of the Karta.
(b) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
(c) The names of all coparceners and his/her relation with the Karta.
(d) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
(e) Copy of Passport/Voters ID/PAN Card/Driving Licence for signature verification attested by the Karta.

E. If the Affiliate falls into the 'Other' category: Such documents as required by SDSPL

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_____ _____
For SDSPL For Affiliate
for and on behalf of SUN