



दिल्ली DELHI

S 791514

24 APR 2012

AGREEMENT FOR COMMISSIONED PROGRAMME (SELF FINANCED)

(Modified vide approval of Prasar Bharati Board in its 77th meeting held on 5/5/07)

THIS AGREEMENT is made on this 23rd day of April, 2012 at NEW DELHI, between Prasar Bharati (Broadcasting Corporation of India), a body corporate established under Prasar Bharati (Broadcasting Corporation of India) Act, 1990, through the Director General: DOORDARSHAN, having its office at DOORDARSHAN Bhawan, Copernicus Marg, New Delhi – 110 001, hereinafter referred to as "**PRASAR BHARATI**" which expression unless repugnant to the context or meaning thereof, shall mean and include all its officers, successors and assigns of the **FIRST PARTY**.

ANDS

M/s D.S. Productions Pvt. Ltd., 11, Rajpur Road, Civil Lines, Delhi-54. hereinafter called the "**Second Party**" which expression unless repugnant to the context or meaning thereof, shall mean and include his/her heirs, executors, successors and assigns of the **SECOND PARTY**.



होखर चौधरी
उप महासचिव (कार्यक्रम)

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Director

Director

WHEREAS PRASAR BHARATI is desirous of commissioning a program / serial titled "KUL KI JYOTI KANYA" the PRODUCER with the objective of complementing and supplementing its in-house production under Self Financed Commissioning Scheme, the concept whereof is given in Schedule-A.

AND WHEREAS the Second Party is in the business of producing programs / serials and has offered services for creation, composition, editing, filming, production, post production and agrees to produce and deliver the episodes of program / serial titled "KUL KI JYOTI KANYA" (hereinafter referred to as the **"PROGRAMME"**) complete in all respect in accordance with this Agreement at his own risk and cost on an audiovisual medium to match the shape, script and screenplay of the pre-decided theme and / or concept as per given specifications for exhibition of the same on DOORDARSHAN Channel(s) solely at the discretion of PRASAR BHARATI.

AND WHEREAS, PRASAR BHARATI having accepted the offer of the **Second Party** to provide the aforesaid services, the Parties herein have agreed to enter into this agreement and perform their respective obligations contained hereinafter.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES OF THE FIRST AND SECOND PART HERETO AS UNDER:

1. DEFINITIONS AND INTERPRETATION:

- (i) **"Agreement"** means this agreement and any and all schedules, Annexure and exhibits attached to it or incorporated in it by reference and also include any extensions / addendum(s) / amendments, if any, to this Agreement.
- (ii) **"Episode(s)"** means episode 26 weeks/26x5=130 episodes (inclusive), each episode for duration of 22 ½ Minutes and any extensions thereof.
- (iii) **"Delivery Material"** means tapes and other Publicity Material as defined below.
- (iv) **"Merchandising Rights"** means the right to manufacture, sell and / or otherwise distribute in connection with the Programme or characters of the Program, goods of all kinds, which means & include reproducing, depicting or decorating with the faces of the characters in the Program or scenes and symbols used in the PROGRAMME on, without limitation, clothing, footwear, brochures, posters, albums, activity books, toys, games and computer games, novelties, books, magazines and any other goods deemed fit by PRASAR BHARATI.
- (v) **"Packaging"** would mean and include title track, opening titles, mid-bumpers and closing titles and any other graphic elements or music elements that might be included.



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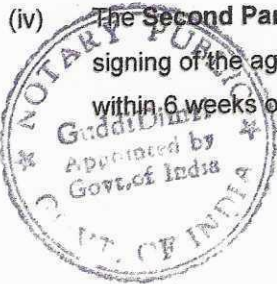
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Director

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Director

- (vi) "Programme" means and includes series of 26 weeks/26x5=130 episodes of a serial titled "KUL KI JYOTI KANYA" to be produced by the **Second Party** in accordance with this Agreement, and shall mean and include all extensions thereof.
- (vii) "Publicity Material" means any biographical notes, press releases, audio and or video visual material or photographs relating to the Programme, and any or all artwork and packaging material relating to the Programme inclusive of transparencies, posters, photographs, synopsis, etc. more particularly stated in Schedule "C"
- (viii) "Technical Specifications" means such technical specifications in respect of the Program as may be required or specified by PRASAR BHARATI in Schedule "C"
- (ix) Any reference in this Agreement to any statute or statutory provisions shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted, whether before or after the date of this Agreement, as well as all statutory instruments orders and regulations for the time being in force.
- (x) Unless the context otherwise requires, words denoting the singular shall include the plural and vice-versa and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- (xi) The expression 'copyright' means the entire copyright and design right subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.
- (xii) Unless otherwise stated, time shall be the essence for the purpose of the performance and obligations under this Agreement.

2. PRODUCTION, DELIVERY AND ESSENTIAL ELEMENTS

- (i) The **Second Party** agrees to create, compose, shoot, produce, post-produce, edit and deliver to PRASAR BHARATI the Episode(s) of the programme, as per the concept, general specifications and technical specifications more fully described in Schedules "A" "B" & "C" respectively. The said Schedules may be amended by mutual agreement in writing from time to time if so deemed fit by the parties.
- (ii) The **Second Party** shall produce the program at his own cost and supply the episodes finished in all respects within the time frame.
- (iii) PRASAR BHARATI shall have full creative and technical approval right over the Episodes and all elements thereof, including, without limitation, any outline, sketches, treatments, scripts, storyboards, and mechanical works. The **Second Party** must adhere to broadcasting code and guidelines of Prasar Bharati.
- (iv) The **Second Party** shall apply the detailed script of the lot of 13 episodes within 3 weeks of the signing of the agreement. The details script if the next lot of 13 episodes should be submitted within 6 weeks of the submission of the first lot.



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- (v) The **Second Party** shall commence production of the programme after the scripts have been approved by PRASAR BHARATI. The programme should strictly conform to the approved script and no change shall be made by the **Second Party** without express approval of the Executive Producer appointed by PRASAR BHARATI.
- (vi) The **Second Party** shall supply the requisite number of episodes for 4 weeks within 60 days of signing of the Agreement. Thereafter, the **Second Party** shall supply each episode at least three (3) weeks before the Scheduled date of its telecast.
- (vii) The tapes submitted by the **Second Party** would be previewed by the Preview Committee of the concerned Channel / Kendra of DOORDARSHAN. If the Preview Committee suggests any modification in the program on the basis of the approved script, the **Second Party** shall carry out the same at his own cost within the shortest possible time but not later than 3 days after the date the tapes are returned.
- (viii) The **Second Party** agrees to supply program and episode maintaining excellence in technical and aesthetic standards of production. Technically the quality should be as per CCIR / ITU - R specifications for view and chrominance levels. Typically maximum luminance, 1 vol. P-P with 0.7 volts of video and 0.3 volts of sync. Pulse. Maximum Chrominance saturation = 100% (colour difference signal = 0.7 volts). Audio level of the program should be within the range of - 5 db to +4 db.
- (ix) DOORDARSHAN will check all the telecast masters on DVC PRO 50 tapes for technical quality and if the tapes are technically rejected by DOORDARSHAN, the **Second Party** shall carry out necessary corrections as desired by DOORDARSHAN at his own cost within the shortest possible time but not later than 3 days after the tapes are returned. The telecast masters submitted after necessary corrections shall be checked for technical quality again and if the tapes fail the technical quality for the second time or on subsequent checks, the **Second Party** shall have to pay penalty in accordance with Clause 7(i), (ii) & (iii).
- (x) The program shall not, without the prior written consent of PRASAR BHARATI, contain any third party material or any visually identifiable references to any merchandise goods or services and **Second Party** shall not enter into any arrangement with any third party for the placement of any product or enter into any tie-up or sponsorship arrangement in connection with the program.
- (xi) It shall be the responsibility of **Second Party** to ensure that all the clips used in the program, other than the ones supplied to it by PRASAR BHARATI, shall be from legitimate sources that have rights on the clip, to enable PRASAR BHARATI to exercise its rights in the program.
- (xii) The **Second Party** shall not change the story line, Star Cast, creative team or technical crew of the PROGRAMME without prior permission of PRASAR BHARATI.
- (xiii) Each episode shall be produced and edited into a package ready for broadcast on television in a DVC Pro 50 format as per the technical guidelines provided to **Second Party** by PRASAR BHARATI as per Schedule "C".



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- (xiv) DOORDARSHAN shall conduct a review of the TRP of the Programme at the end of the initial 6 weeks. The feasibility of continuation of the program after that episode will be subject to such review. If the average TRP of the episodes of these 6 weeks is below the Minimum Benchmark TRP, PRASAR BHARATI shall be at liberty to discontinue the telecast of the Programme after giving 15 days notice and terminate the Agreement without any obligation to telecast the remaining episodes or to make payment for such remaining episodes. Subsequently if the average TRP of the episodes telecast in a month falls below the Minimum Benchmark TRP, PRASAR BHARATI shall be at liberty to discontinue the telecast of the Programme after giving 15 days notice and terminate the Agreement without any obligation to telecast the remaining episodes or to make payment for such remaining episodes. The **Second Party** will not be entitled to make a claim for continuance of telecast or restoration of the agreement on the ground that during the notice period the TRP has improved or on any other ground.
- (xv) The TRP indicator and the Minimum Benchmark TRP shall be conveyed to the **Second Party** by Director General, Doordarshan from time to time.
- (xvi) The **Second Party** shall deliver the Episode(s) of the Program to DOORDARSHAN in the manner stated in Schedule "B" at the address set forth or any address as informed from time to time. The **Second Party** agrees to provide the publicity material, i.e., transparencies (slides), still photos, synopsis, etc. from time to time as required by PRASAR BHARATI without any delay as per the delivery schedules as required / mentioned by an authorized representative of PRASAR BHARATI.

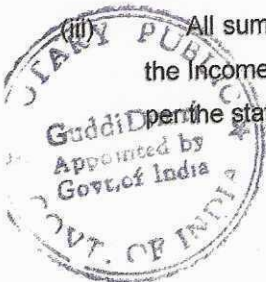
3. CONSIDERATION AND FACILITIES.

- (i) Subject to and in consideration of the full and timely performance and observance by the **Second Party** of all its warranties and on the delivery of satisfactory Program under this Agreement without any material breach of its obligations by the Producer, PRASAR BHARATI agrees to pay and the **Second Party** agrees to accept payment of episode price in the manner as specified in Clause 6 of this Agreement.

In addition, an amount equal to the Service tax at the prevailing rate shall be paid to the **Second Party**.

- (ii) The manner of calculation of episode price as set out in clause 6 is linked to TRP ratings. The **Second Party** unconditionally accepts the said method of calculation and agrees to abide by the same under all circumstances, whatever be the reason and whosoever be responsible for the TRP ratings or changes therein.

- (iii) All sums payable under this Agreement shall be subject to deduction of tax at source under the Income Tax Act, 1961, amended from time to time and also levies that may be applicable as per the statutes / law in India.



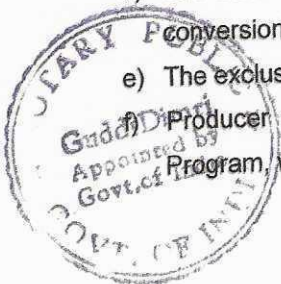
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Director

- (iv) **Second Party** acknowledges and agrees that **Second Party** will be responsible for payment of all costs, expenses, liabilities etc. of any nature whatsoever incurred in the production of the programme and shall not be entitled to any amount from PRASAR Bharati other than the consideration as specified clause (i) above. The **Second Party** acknowledges and agrees that **Second Party** will be responsible for payment of all taxes and insurance applicable under existing law on all amounts paid to **Second Party** hereunder, including but not limited to income tax, disability, unemployment and worker's compensation insurance. **Second Party** warrants and represents that it will make all necessary payments due to governmental agencies to comply with the foregoing and will indemnify and hold PRASAR BHARATI harmless against all claims, damages, costs and expenses including reasonable attorney's fees arising out of any breach of the foregoing.

4. RIGHTS

- (i) The **Second Party** hereby assigns to PRASAR BHARATI, the entire copyright, whether vested, contingent or future, all rights of action and all other rights whatsoever in and to the PROGRAMME, whether now known or in future created for the full period of copyright throughout the world, including all renewals, reversions and extensions, if any. It is agreed that PRASAR BHARATI may exercise the rights granted herein at any time and even after a period of one year from the date of assignment and the provisions regarding lapsing of assignment contained in Section 19 (4) of the Copyright Act shall have no application/effect on this agreement.
- (ii) The above mentioned rights shall also mean include:
- Masters / negative / rushes rights for television transmission on satellite, terrestrial, free to air, pay television, direct to home, etc. whatsoever in any manner via any medium, method and / or technology, now known or hereafter invented.
 - Right to telecast the Program on any airline, in any hotel and on any ship at sea or otherwise.
 - The Right of title thereof including but not limited to rights for dubbing the Program in any language at the discretion of PRASAR BHARATI, concept formats, outlines, treatments, scripts, video rushes, stock shots, stills and title songs (if any) used in the Program, with complete audio format(s) of music tracks upon which the Program is based and also the audio format rights in and to the Program with regard to the content of the Programmes.
 - The exclusive right (globally) for video, cable, radio, website, Internet audio, publishing, and conversion to feature film, CD, DVD formats with complete language right in entirety.
 - The exclusive merchandising rights and packaging rights.
- f) Producer will also provide PRASAR BHARATI with endorsements from the cast of the Program, which may be used by PRASAR BHARATI at its sole discretion.



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- (iii) PRASAR BHARATI shall be the exclusive owner of the program worldwide in perpetuity for multiple telecasts on its own channels or on other channels.
- (iv) All rushes, tapes for the Program shall be submitted by PRODUCER on demand to PRASAR BHARATI. On termination of the contract all rushes shall be returned to PRASAR BHARATI within 15 days of the notice of termination.
- (v) **Second Party** warrants and acknowledges that PRASAR BHARATI shall have the right to exploit the Program by any and all means and in any or all medium throughout the world and shall have the right to edit, cut, translate, dub, package or alter the Program, and to combine them with other material at its discretion. PRASAR BHARATI shall also have the right to edit, alter and modify the Episodes of the Program to the extent necessary for scheduling, technical purposes and censorship approval provided that such editing shall not, as far as possible, impair the integrity or quality of the Program.
- (vi) **Second Party** acknowledges that all commercial time associated with the programme shall vest exclusively in PRASAR BHARATI, which may deal with the same as it and on the terms that it deems fit. The quantum of commercial time to be associated with the programme, whether before, during or after the programme shall be at the sole discretion of Prasar Bharati. PRASAR BHARATI shall have right to insert commercial advertisements of its choice in the program. The **Second Party** shall have no claim over the revenues earned by PRASAR BHARATI through advertisements or through any other means in the course of exploitation of the program.
- (vii) **Second Party** irrevocably and unconditionally waives all rights relating to the services of **Second Party** and the Delivery and Publicity Material to which **Second Party** is now or may in future be entitled pursuant to the provisions of the Copyright Act, 1957, amended from time to time.
- (viii) Rights in the literary material on which the program is based, including all the **Second Party** rights, titles and interests shall stand automatically transferred to DOORDARSHAN at the time of delivery of the program / episode.
- (ix) PRASAR BHARATI Shall be at liberty to telecast the PROGRAMME on its channels at its discretion. To begin with, PRASAR BHARATI has decided to telecast it on DD-1 Channel on every Monday to Friday at 12.00 Noon w.e.f. 07.06.2012.

5. INFORMATION REGARDING MUSIC

- (i) **Second Party** shall furnish DOORDARSHAN with accurate music cue sheets (except to the extent that such music cue sheets are not available to **Second Party**) showing music synchronization in the Program and indicating the title(s) and composer(s) of each composition.
- (ii) **Second Party** agrees to indemnify DOORDARSHAN and its affiliates on all pre-recorded music



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6. PAYMENTS:

- (i) Payment of the price of all episodes telecast in a month shall be made to the **Second Party** after a period of 90 days calculated from the first day of the month following the month in which the episodes are telecast.
- (ii) Producer shall be paid at the rate of Rs 1.25 Lakhs (Rupees one Lakh and twenty five thousand only) for each individual episode of 22 ½ minutes of the programme supplied by him and telecast by PRASAR BHARATI.
- (iii) The actual duration of an episode of the programme supplied by the **Second Party** is found to be less than that specified in clause 6(ii), pro rata deduction shall be made from the Episode Price.
- (iv) If the average TRP of the program during the month of telecast is more than the Minimum Benchmark TRP, the price payable for the episodes of the month (P) shall be calculated by the following formula:

$$P = N \times EP$$

Where N = number of episodes telecast in the month

EP = Episode Price mentioned in clause 6 (ii).

- (v) **Second Party** undertakes to do any and all acts and execute any and all documents in such manner and at such location as may be required by PRASAR BHARATI in its sole discretion to protect, and enforce any of the rights granted or confirmed to PRASAR BHARATI pursuant to this Agreement.
- (vi) If the average TRP of the programme during the month of telecast falls below the Benchmark TRP, the price payable for episodes of the month (P) shall be calculated according to the following formula:

$$P = [N \times EP] - [N \times (B - TRP) \times PF]$$

Where N = number of episodes telecast in the month

EP = Episode Price as in 6 (ii) above

B = Benchmark TRP.

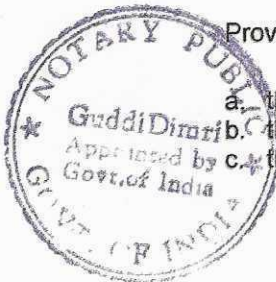
TRP = Actual average TRP of the programme during the month of telecast after disregarding the decimal part (e.g. if the average TRP is 8.23 or 8.79, it will be taken as 8 for purpose of this calculation).

PF = Penalty factor = IF

Where IF is the increment factor determined in accordance with sub clause (vii) below.

Provided that this formula for calculation of price shall be applied from:

- a. the 9th week onwards to new weekly programmes;
- b. the 8th week onwards to programmes telecast twice or thrice a week;
- c. the 7th week onwards to programmes telecast 4 times a week or more.



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For the removal of doubts, it is clarified that for the earlier weeks, payment shall be made as per episode price determined in terms of sub clauses (ii) & (iii) above.

- (vii) If the programme continues to command good viewership, in addition to the Episode Price, the **Second Party** shall be entitled to payment of incentive. The incentive shall be payable from:

- the 9th week onwards for new weekly programmes;
- the 8th week onwards for programmes telecast twice or thrice a week;
- the 7th week onwards for programmes telecast 4 times a week or more.

The incentive amount shall be calculated in the following manner:

If the average TRP of the programme during the month of telecast is more than the Benchmark TRP, then the incentive payable (I) for that month shall be calculated according to the following formula:

$$I = N \times (TRP - B) \times IF$$

where

N = number of episodes telecast in the month

TRP = average TRP of the programme during the month of telecast after disregarding the decimal part (e.g. if the average TRP is 8.23 or 8.79, it will be taken as 8 for purposes of this calculation)

B = Benchmark TRP

IF = Increment Factor.

The Increment factor would be calculated as follows:

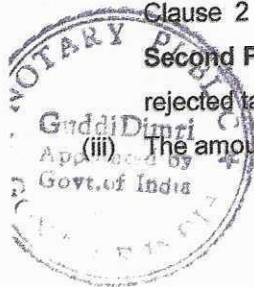
Episode Price (in lacs)	Increment Factor
Rs.1.25 to 3.00	5% of Ep. Price
Rs. 3.5 to 5.00	4.5% of Ep. Price
Rs . 5.5 to 8.5	4% of Ep. Price

- (viii) An amount equal to one Episode Price shall be deducted from the first payment to the **Second Party** and retained by PRASAR BHARATI as security. The amount shall be refunded to the **Second Party** after a period of 90 days calculated from the first day of the month following the month in which the last episode of the program is telecast.

7. PENALTY

- If the **Second Party** fails to deliver any episode on time, he shall pay to PRASAR BHARATI a penalty equal to 1% of the Episode Price per day of delay per episode.
- If the telecast master submitted after necessary corrections in accordance with the provisions of Clause 2 (vii) fails the technical quality for the second time or on subsequent checks, the **Second Party** shall pay PRASAR BHARATI a penalty equal to 1% of the Episode Price for each rejected tape for each time of rejection.

- The amount of penalty shall be deducted from the episode price payable to the Producer.



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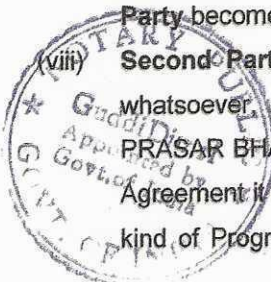
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8. WARRANTIES.

The **Second Party** hereby warrants and agrees that: -

- (i) The program, when delivered, will be free and clear of any lien or claim by any third Party including without limitation any claim by any union or guild including any residuals or re-use fees.
- (ii) **Second Party** is free and has full right and authority to enter into and perform this Agreement and **Second Party** has not entered into any other agreement, and shall not enter into any other agreement and/or make any arrangement concerning the programme which may conflict with this agreement or in any way interfere with the full and complete performance of **Second Party** obligations to PRASAR BHARATI and that **Second Party** shall not be entitled for any compensation in connection with the production of the Episode(s) of the Program, other than as herein provided in this Agreement.
- (iii) The Program shall be original and shall not be obscene, libelous, blasphemous or defamatory of any event / and or person deceased or alive or infringe the copyright, the trade mark, trade name, copyright, right of privacy or publicity, property rights or of any other right of any party and also will not constitute unfair competition or defamation or breach of contract; and / or any other right of whatever nature of any third party.
- (iv) **Second Party** shall deliver the Episode(s) of the Program and all the Delivery Material to DOORDARSHAN free and clear of all recording synchronization, mechanical and or distribution fees or payments of whatever nature and all fees relating to all personnel facilities, equipments or otherwise in connection with the production of the Program shall have been paid for in full by **Second Party** on or before delivery.
- (v) **Second Party** shall obtain prior to the delivery of Episode(s) of the Program to PRASAR BHARATI, all of the rights, permissions and licenses which may be required to enable PRASAR BHARATI to exploit the Program as contemplated herein without any additional cost or expense to PRASAR BHARATI. In case, limited rights are obtained by the **Second Party**, PRASAR BHARATI shall be informed in advance and in writing of such limitations.
- (vi) The Program, which **Second Party** delivers, will be suitable for the purpose for which it is intended.
- (vii) **Second Party** will cooperate with PRASAR BHARATI to protect PRASAR BHARATI's ownership and rights in and to the Program; including, without limitation, promptly notifying PRASAR BHARATI of any infringement of the Episode (s) of the Program of which **Second Party** becomes aware.
- (viii) **Second Party** has not entered into any similar Agreement with any channel or any entity whatsoever, engaged in the business of sourcing/supplying television programs as with PRASAR BHARATI. **Second Party** further undertakes that during the tendency of the present Agreement it will exclusively carry out its services for DOORDARSHAN with regard to the same kind of Program. In case, **Second Party** contemplates to render its services to any other



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channel or entity competing with or carrying out similar business to PRASAR BHARATI, **Second Party** shall obtain prior written permission of PRASAR BHARATI.

9. INTELLECTUAL PROPERTY RIGHTS.

- (i) **Second Party** acknowledges that its services hereunder shall be performed pursuant to the full direction, creative and business control of PRASAR BHARATI.
- (ii) All artistic, literary, dramatic, vocal and musical materials delivered by the **Second Party** are works specially ordered or commissioned by PRASAR BHARATI for use as a part of an audiovisual, audio work and accordingly the **Second Party** expressly agrees and assigns irrevocably all types of intellectual property rights in and to the program worldwide in perpetuity including the copyright to the title, concept, segments, songs, music and episode of the program and any renewal or extension thereof to PRASAR BHARATI.
- (iii) If the Commissioned Program wins any national or international award, the award proceeds shall be shared on 50:50 basis between the **Second Party** and PRASAR BHARATI.

10. PARTNERSHIP.

Second Party agrees that PRASAR BHARATI has retained **Second Party** solely for the purposes and to the extent set forth in this Agreement, and **Second Party** shall not be considered, under the provision of this Agreement or otherwise, as having the status of a partner or agent of PRASAR BHARATI or entitled to share in any of the benefits which PRASAR BHARATI may derive from the commercial exploitation of the Program.

11. TERMINATION

PRASAR BHARATI shall have the right to terminate this agreement in the following circumstances:

- (i) If the **Second Party** commits a breach of any of the terms of this Agreement (express or implied) which is not cured by him within fifteen days of service of a notice on him by PRASAR BHARATI specifying the breach.
- (ii) In case where any act done by **Second Party** is against the guidelines / code and/or prejudicial to the interest of PRASAR BHARATI and / or its associates / affiliates, PRASAR BHARATI has the right to terminate this agreement without notice.
- (iii) In case the quality of the Program produced by **Second Party** is not to the satisfaction of PRASAR BHARATI it may terminate the agreement after giving a fifteen day notice.
- (iv) PRASAR BHARATI shall be at liberty to rescind / cancel this agreement without assigning any reasons thereof by giving one month notice to **Second Party** irrespective of number of Programs contracted and / or produced or for which work is in progress.

(v) Notwithstanding the above, during the notice period, if instructed by PRASAR BHARATI, **Second Party** undertakes to bring the story line to a close and deliver the Episodes to PRASAR



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BHARATI's satisfaction and complete the Program. However, if **Second Party** fails to close the storyline and deliver the Episodes of the Program to the satisfaction of PRASAR BHARATI within the notice period, PRASAR BHARATI has the right to withhold the payment of an amount equivalent to the price up to four episodes in addition to forfeiting the security deposit mentioned in clause 6(vi).

- (vi) The termination of this agreement shall not affect any of the rights vested in PRASAR BHARATI by virtue of this agreement.

12. RIGHTS TO USE NAME AND LIKENESS

PRASAR BHARATI may use and authorize others to use the name of **Second Party** and of all personnel employed by producers in connection with the Program or any elements thereof, for the purpose of advertising, incorporating the Program in whole, or in part.

13. RESTRICTION ON USE OF TRADEMARK.

Second Party shall not use or refer to, or authorize the use of or reference to any PRASAR BHARATI/ DOORDARSHAN names, logos, trade names or trademarks including without limitation, the names of any of the programming services of PRASAR BHARATI in any manner without prior written permission of PRASAR BHARATI.

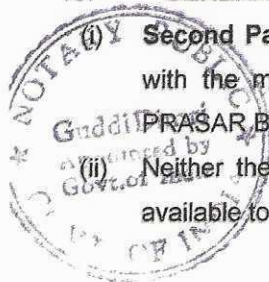
14. INDEMNITY

Second Party agrees to indemnify and hold harmless PRASAR BHARATI, their employees, officers and agents from and against any claim, loss, liability or cost of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach of warranty, representation or undertaking made by **Second Party** in this Agreement. In the event of any claim, **Second Party** will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If **Second Party** is not diligently and continuously pursuing this matter, PRASAR BHARATI may take such action on behalf of itself and / or as attorney for **Second Party**, to adjust, settle, defend or otherwise dispose of such claim, in which case the **Second Party** hereby authorizes PRASAR BHARATI to deduct from any payment due to the **Second Party**; if no dues are outstanding, the **Second Party** undertakes to pay such amount incurred on cost and penalties.

15. GENERAL

Second Party shall not reveal or make public any financial or other information in connection with the materials and Delivery Material, the terms of this agreement or the business of PRASAR BHARATI or issue any publicity relating to the same.

(ii) Neither the **Second Party**, nor persons retained by **Second Party**, shall disclose or make available to any third party any information concerning services rendered for PRASAR BHARATI



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hereunder, or any confidential or proprietary materials as **Second Party** or such persons may have gained access, or any information or data concerning any aspect of PRASAR BHARATI operations, existing or future television programming or any other information regarding its services. **Second Party** and persons retained by it shall make no statements to the press or any media regarding PRASAR BHARATI, or its operations and activities without prior written approval from PRASAR BHARATI.

- (iii) All notices, requests, consents and other communication under this Agreement shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery to the respective parties at the addresses set forth in the Agreement.
- (iv) The Agreement contains the entire understanding between the Parties, and supersedes all prior understandings, if any, of the Parties hereto relating to the subject matter herein, and any amendments, changes or alterations will not take effect unless reduced to writing and signed by both the Parties.
- (v) **Second Party** specifically agrees and undertakes that it has no right to further assign or transfer any of the rights and privileges that vest or will vest in PRASAR BHARATI in terms of this Agreement, or delegate in any manner whatsoever any of responsibilities, as encompassed in terms of the present Agreement, to any third party.
- (vi) No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement, nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of any right, power, privilege or remedy provided in this Agreement, all of which are severally and jointly, and are not exclusive of each other, or of any other rights or remedies otherwise available to a party at law or in equity.
- (vii) In the event that any provision of this agreement shall be held by a Court of Law to be invalid or unenforceable due to any reason, the said provision shall be modified to the extent necessary, and in any event, such invalidity or unenforceability shall have no effect upon the remaining provisions or terms and conditions hereof.
- (viii) **Second Party** agrees to execute and deliver to PRASAR BHARATI all documents or do any acts which PRASAR BHARATI may reasonably deem necessary to effectuate the intent of this Agreement, and perfect the rights granted herein.
- (ix) The grant of rights, representations, warranties, indemnities and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.



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16. ARBITRATION

In the event of any dispute or difference arising out of or relating to between the parties hereto or as to the performance rights and obligations under this Agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, such dispute or difference shall be referred to the Sole Arbitrator to be appointed by Chief Executive Officer, Prasar Bharati (BCI), and the decision of the Arbitrator shall be final and binding on both parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be NEW DELHI (INDIA).

17. JURISDICTION

All disputes arising from or in connection with this agreement shall be subject to the exclusive jurisdiction of courts at New Delhi.

WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF
FIRST PARTY

By (Name): **Sh. Shekhar Chowdhury**
Designation: **Dy. Director General**
DD : Durgam, New Delhi - 110001

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF THE
SECOND PARTY

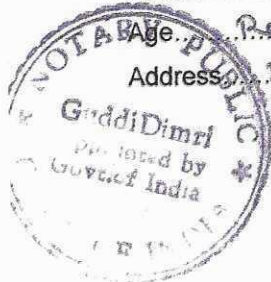
By (Name): **Sh. Deepak Sharma**
Designation: **Producer**

D.S. Productions Pvt. Ltd.
11, Rajpur Road, Civil Lines
Delhi-110054

WITNESSES:-

1. **Man Chand**
Name: **Man Chand**
Age: **45 yrs**
Address: **11, RAJPUR ROAD**

2. **Mohd. Yunus Khan**
Name: **Mohd. Yunus Khan**
Age: **45 yrs**
Address: **11, RAJPUR ROAD**
CIVIL LINES
DELHI-54.



ATTESTED

Notary Public, Delhi

24 APR 2012

SCHEDULE "A"TITLE: **"KUL KI JYOTI KANYA"**

CONCEPT OF THE PROGRAM / SERIAL: Woman Oriented

STAR CAST

S. No.	Name	Father's Name	Address	Contact Number
1	Upasana Singh	_____	Mumbai	09820084985
2	Gajendra Chowhan	_____	Mumbai	09820063678
3	Asha Singh	_____	Mumbai	09322568083
4	Sahiba	_____	Mumbai	09820069049
5	Charu Wadhwa	_____	Mumbai	09324038299

CREATIVE TEAM

S. No.	Designation	Name	Father's Name	Address	Contact Number
1	Producer	Deepak Sharma	_____	Mumbai	
2	Director	Purna	_____	Mumbai	09999970611
3	Executive Producer	Rana Jaiswal	_____	Mumbai	09324388910
4					
5					

TECHNICAL CREW

SL. No.	Designation	Name	Father's Name	Address	Contact Number
1.	Cameraman	Ashok Nath Dixit	_____	Mumbai	09820502020
2.	Story Screen play	Paras Jaiswal	_____	Mumbai	09819952542
3.	Dialogue	Anurag Shrivastva	_____	Mumbai	08108215300
4.	Music Director	Shree Monu	_____	Mumbai	09820250329
5.	Cameraman	Ashu Sharma	_____	Mumabi	09821244223



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Director

Director

SCHEDULE-B**1. NATURE OF THE PROGRAM**

The Program "**KUL KI JYOTI KANYA**" will consist of 26 weeks/26x5=130 episodes as per Schedule-A and any extensions thereof.

2. DESCRIPTION OF SERVICES

Second Party shall create, compose, shoot, produce, post - produce, edit and deliver to PRASAR BHARATI the Episodes of the Program titled "**KUL KI JYOTI KANYA**" duration of each episode shall be 22 ½ minutes.

3. DELIVERY SYSTEM AND SEQUENCE (read with Clause 2(iv))

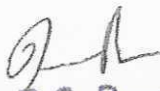
The tapes will be sent by courier or by hand delivery.

Second Party shall create, compose, shoot, produce, post-produce, edit and deliver to PRASAR BHARATI the Episodes of the Program in Hindi of the Program of 22 ½ minutes duration approximately. **Second Party** shall deliver Episode No. 1 to 4 of the Program to PRASAR BHARATI within sixty (60) days of signing of this Agreement and the other Episode(s) of the Program at least three (3) weeks before the date of telecast of each Episode.

Master and Back up tapes in DVC PRO 50 along with two DVD/ VHS copies (one with TCR) of the Episode(s) of the Program must be delivered to PRASAR BHARATI through courier at **Second Party** expense to the address of PRASAR BHARATI as mentioned in the agreement or any change in address as informed by PRASAR BHARATI.

4. PERSONS TO BE CONTACTED**From Second Party**

Name : Sh. Deepak Sharma
Designation : Producer
Telephone No :

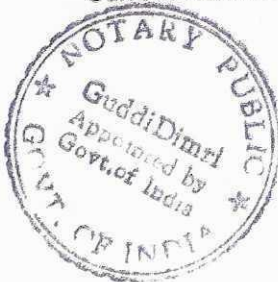

D.S. Productions Pvt Ltd.
11, Rajpur Road, Civil Lines,
Delhi-110054


From PRASAR BHARATI

Name : Sh. Shekhar Chowdhury
Designation : Dy. Director General

✓ Facsimile No :
Telephone No : 011-23389644

Current incumbent of this post is




शेखर चौधरी / SHEKHAR CHOWDHURY
उप निदेशक (कार्यक्रम) / Dy. Dir. Gen. (Prog.)
दूरदर्शन निदेशालय, नई दिल्ली-110001
DG : Doordarshan, New Delhi-110001

SCHEDULE-C**Program submission to PRASAR BHARATI. - Half an Hour Programme****A. Technical**

1. Each Episode should be shot on a DVC PRO 50 tape recording format.
2. The Telecast Master should be provided on DVC PRO format with time code.
3. The producer shall submit the following tapes/ DVD at least three weeks in advance of the TX date to PRASAR BHARATI (BCI), DG: Doordarshan (Attn: Shri A.M. Rao, Asstt. Director (Programme) Tel: 011- 2338 7667 Fax:):
 - a) DVC PRO Master tape with full mix audio on CH#1 and CH#2 and on CH#3 and CH#4 stereo audio.
 - b) DVD of (a) with time code
 - c) DVD of (a) without time code
 - d) Back up tape with dialogue track on CH#1 full mixed audio on CH#2 and stereo audio on CH#3 and CH#4.
 - e) Two copies of the enclosed run sheet duly filled in

4. All tapes must begin with a two minutes first generation of 75%, 625/50 colour bar with 1000 Hz audio tone at 0 VU (reference for audio level followed by Doordarshan, it corresponds to +4 dbm audio signal across 600 ohm impedance at the beginning, followed by a five second visual slate with the following information:

NAME OF PROGRAMME : KUL KI JYOTI KANYA

NUMBER OF EPISODES : 26 weeks/26x5=130 episodes

TOTAL DURATION OF EPISODE : 22 ½ Minutes

Followed by a 25 second video black after which the program shall begin.

5. All tapes must have one continuous Time Code Track
6. Audio level of the Broadcast Master must correspond to - 20 VU = PPM 4, whatever the variation, the 0 level must correspond to PPM 4. The audio must never exceed PPM 5.
7. Programme video should meet CCIR specifications for Video and Chrominance Levels. Typically max. Luminance = 1 volt p-p with 0.7 volts of video and 0.3 volts of sync pulse. Maximum Chrominance Saturation = 100%
8. Audio level of broadcast master must correspond to 0 VU i.e. 4 dbm i.e. 4 dbu. The audio level should remain within +1 VU to -20 VU, preferably should be within 0 to -20 dBFS (relative to digital scale) throughout the tape.
9. Programme video should met ITU (CCIR) specifications for video and chrominance levels i.e. video should be 1 volt pp across 75 ohms with 0.7 V video and 0.3 volts of sync.
10. Duration of each episode will be 22 ½ /45 minutes {excluding breaks} for a half-hour slot and 22 ½ /45 minutes (excluding breaks) for a one-hour slot. Please note that program duration does not include black inserted for breaks. No program should exceed 22 ½ /45 minutes under any circumstances.
11. Each one-hour show will have five breaks. A five-second bumper must precede each break after which there should be a minimum of 20 second black before beginning of the five-

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second bumper which is required as a lead into the next segment. The next segment must begin at the following half or full minute whichever is first.

12. Each 30 mts show will have three breaks. A five-second bumper must precede each break after there should be a minimum of 20 second black before beginning of the five-second bumper which is required as a lead into the next segment. The next segment must begin at the following half of full minute whichever is first.

B. Program Credits

Beginning title and signature tune should be not more than 60 seconds in duration. Only program title, episode titles (if any) and cast credits should be included at the beginning. The name of the production house will appear after end credits only.

1. End Credit should be not more than seconds in length. Courtesy credits for costumes, location, travel etc. are fine as long they follow the same font, format and size as the other credits. No specifics regarding location (e.g. Costumes Courtesy: Delhi Boutique, Karolbagh)) will be allowed.

2. The name of the production house following the end credits will appear in the same font and format as the end credits.

C. Other Submissions.

1. Synopsis of each episode with appropriate stills / photographs. These should be sent over to or the Executive Producer of the Program (Tel:) at least eight weeks before TX date. The following must accompany all tapes being delivered to PRASAR BHARATI:

- List of credits (cast and crew) with each episode
- Final script with detailed dialogues

2. Copyright permissions should have been obtained for all music tracks, archival material and stock footage used. A copy of the letter should be submitted, if necessary.

D. Labeling Instructions

The broadcast and back up Digital Beta Masters must be labeled as follows.

NAME OF PROGRAMME : KUL KI JYOTI KANYA

NUMBER OF EPISODES : 26 weeks/26x5=130 episodes

TOTAL DURATION OF EPISODE : 22 ½ Minutes



[Signature]

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[Signature]
Director

Director