

REFERENCE INTERCONNECTION OFFER BY MM TV LTD TO ALL DISTRIBUTION PLATFORMS

This Reference Interconnection Offer (“RIO”) shall be effective from _____, and is entered between the parties pursuant to and in compliance with the provisions of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated 03.03.2017, as amended by The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Amendment) Regulations, 2019 dated 30.10.2019, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020 dated 01.01.2020 and The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Third Amendment) Regulations, 2021 dated 11.06.2021; The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 dated 03.03.2017, as amended by The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Amendment) Order, 2017 dated 30.03.2017 and Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020 dated 01.01.2020 and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 dated 03.03.2017 as amended by The Telecommunications (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) (Amendment) Regulations, 2018 dated 28.12.2018, The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) (Second Amendment) Regulations, 2019 dated 09.10.2019 and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) (Third Amendment) Regulations, 2020 dated 01.01.2020 as amended from time to time

This Reference Interconnection Offer (“RIO”/ “Agreement”) is made at on this the __ day of _____, ____

Between:

MM TV Limited, a company registered under the provisions of the Companies Act, 1956 and deemed to exist within the purview of the Companies Act, 2013 and having its Registered Office at Door No.XII/1359, Kandathil Varghese Mappillai Memorial Building, K. K. Road, Kottayam, Kerala – 686001 and Administrative Office at Door No.2/275 A, NH Bypass Road, Aroor Post, Alappuzha District, Kerala - 688534, represented by its authorized signatory, Mr.Manoj V Cherian, Senior General Manager - Distribution, by virtue of Board Resolution dated 2nd November 2018 (hereinafter referred to as “Broadcaster”, which expression, unless repugnant to the context hereof means and include its successors and assigns) of the First Part.

And:

....., a Company / Partnership Firm / Proprietorship Firm / Individual, having its Registered Office at represented by its authorized signatory,, (designation), (hereinafter referred to as “Distributor”, which expression, unless repugnant to the context or otherwise, shall mean and include its successors in interest and permitted assigns) of the Other Part.

“Broadcaster” and “Distributor” may hereinafter individually and collectively be referred to as “Party” and “Parties”, respectively.

WHEREAS:

- A. The Broadcaster owns and operates two “free-to-air” Malayalam language Standard Definition (SD) television channels viz., Mazhavil Manorama in the GEC (Non News & Current Affairs) Genre, Manorama News Central in the News and Current Affairs Genre and Mazhavil Manorama HD News and Current Affairs HD channel in Malayalam Free to Air more fully described in Annexure I herein.

- B. Distributor is engaged, inter alia, in the business of providing Cable Services / providing Direct-to-home (DTH) in DAS Areas and the Distributor owns and operates Cable Television Networks / Direct-to-Home (DTH) services in DAS Areas for providing such Cable / DTH Services more fully described in Annexure II herein.
- C. As per the Regulation 9 and other applicable Regulations of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and as per the Regulations of the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 as amended from time to time, it is mandatory for the Broadcasters and Distributors of Television Channels to enter into Reference Interconnection Offer, the terms and conditions of which must be in compliance with the provisions of the said regulations and tariff orders.

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. DEFINITIONS:

The words and expressions used in this Agreement shall have the same meaning as defined in the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017. However, for the sake of convenience, few important words as defined in the Regulations and the Tariff Orders are given below:

In this Agreement, unless the context requires otherwise:

- (a) "Act" means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);
- (b) "Active subscriber", means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals;
- (c) "Addressable system" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber by the distributor of television channels;
- (d) "Agreement" means this Reference Interconnection Offer for Carriage of Channels together with recitals and the Annexures, and includes any modifications thereof;
- (e) "Authority" means the Telecom Regulatory Authority of India established under subsection (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);
- (f) "Average active subscriber base" means the number arrived by averaging the active subscriber base count in the manner specified in Schedule VII of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 including any amendments thereof;
- (g) "Broadcaster" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services;

- (h) "Cable service" or "Cable TV service" means the transmission of programmes including retransmission of signals of television channels through cables;
- (i) "Cable television network" or "Cable TV network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- (j) "Carriage fee" means any fee payable by a broadcaster to a distributor of television channels only for the purpose of carrying its channels through the distributor's Cable Television Networks, without, specifying the placement of such channels onto a specific position in the electronic programme guide or, seeking assignment of a particular number to such channels and calculated in accordance with Schedule I of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 as issued by the Authority, including any amendments thereof;
- (k) "Channel(s)" means the Standard Definition (SD) channel(s) / High Definition (HD) channels, as the case maybe and more specifically listed out by the Broadcaster, along with their Nature and respective genre, in Annexure I to this Agreement that are owned / operated by the Broadcaster (including its subsidiary company or holding company or subsidiary of the holding company);
- (l) "Compliance Officer" means any person designated so, who is capable of appreciating requirements for regulatory compliance under the Regulations by a service provider;
- (m) "Direct to Home Operator" or "DTH Operator" means any person who has been granted license by the Central Government to provide Direct to Home (DTH) service;
- (n) "Distributor" or "Distributor of Television Channels" means any DTH Operator, Multi-system Operator, HITS operator or IPTV operator;
- (o) "Electronic Programme Guide" or "EPG" means a programme guide maintained by the Distributors of Television channels that lists television channels and programmes and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;
- (p) "Free-to-air channel" or "Free-to-air television channel" means a channel which is declared as such by the Broadcaster and for which no fee is to be paid by the distributor of television channels to the Broadcaster for signals of such channel;
- (q) "Interconnection" means commercial and technical arrangements under which service providers connect their equipment's and networks to provide broadcasting services to the subscribers;
- (r) "Interconnection Agreement" with all its grammatical variations and cognate expressions means Agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channels;
- (s) "Local cable operator" or "LCO" means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;
- (t) "Multi-system Operator" or "MSO" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;

- (u) "Reference Interconnection Offer" or "RIO" means a document published by a service provider specifying terms and conditions on which the other service provider may seek interconnection with such service provider;
- (v) "Service Provider" means the Government as a service provider and includes a licensee as well as any broadcaster, distributor of television channels or local cable operator;
- (w) "Set top box" or "STB" means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;
- (x) "Subscriber", means a person who receives Broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed Broadcasting services, shall constitute one subscriber;
- (y) "Term" means the period of 1 (One) year of validity of this Agreement, commencing from the date of execution, unless this Agreement is terminated earlier in accordance with the provisions of this Agreement;
2. Distributor hereby agrees to carry the said three Channels of the Broadcaster on its Cable Television Networks/Direct to Home Service subject to, *inter alia*, technical and commercial parameters morefully described in Annexure I herein pursuant to and in compliance with the provisions of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 as amended from time to time.
 3. Carriage Fee amount, for each month or part thereof, during the term of this Agreement shall be calculated as per the sub-regulation (2) of the regulation 8 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 ("Regulation") read with Schedule I and Schedule VII thereto, the details of which are provided in Annexure III herein.
 4. As mandated under the Regulations and Tariff Order, the conditions relating to, including but not limited to, Operational Area / target market, rate of carriage fee per month, average active subscriber base of standard definition set top boxes and high definition set top boxes, discounts, if any, offered on the rate of carriage fee, manner of calculation of Carriage Fee payable to the Distributor and other necessary conditions shall form part of this Agreement.
 5. During the Term of this Agreement, in lieu of the Distributor carrying, re-transmitting and re-distributing the Channel(s), in the Areas mentioned in Annexure II herein through the Distributor's Cable Television Networks, the Broadcaster shall pay the Distributor such carriage fee plus applicable GST. The quantum of carriage fee shall be charged per Channel per Subscriber per month, as is set forth in Annexure III herein. It is mutually agreed that the calculation of carriage fee, active subscriber base, Operational Area / Target Market etc., shall be done strictly in accordance with the said Regulations and the Tariff Orders.
 6. Each month during the Term, the Distributor shall raise an invoice (detailing the number of Subscribers) on the Broadcaster for the applicable Carriage Fee for such month and the Broadcaster shall pay the invoiced amount of the Carriage Fee for such month to the Distributor, by way of Cheque / Demand Draft issued in favour of "....." on or before the due date i.e. within 15 (fifteen) days from date of receipt of invoice. This payment shall be subject to Tax Deducted at Source (TDS) under the Income Tax Act, 1961.
 7. This Agreement shall be valid for a period of one year from the date of execution.

8. This Agreement will stand automatically terminated in the event of: (i) either Party's insolvency, bankruptcy, liquidation, dissolution, winding up, assignment to the benefit of its creditors, appointment of a receiver; and (ii) suspension, cancellation or revocation of the requisite approvals, licenses, authorizations and permits of either Party from the concerned governmental or regulatory bodies, that are necessary for the purposes of this Agreement.
9. The Distributor shall have the right to terminate this Agreement (i) if the Broadcaster fails to make timely payment of any Carriage Fee and such non-payment continues even after expiry of Due date of payment as mentioned in the invoice and (ii) if the monthly subscription for that channel is less than 5% (Five percent) of the monthly average active subscriber base of Distributor in the target market, in each of the immediately preceding 6 (six) consecutive months.

10. REPRESENTATIONS & WARRANTIES

- (a) The Parties hereby represent, warrant and undertake to each other that:
 - (i) They are respectively competent in law and have full right and absolute authority to enter into this Agreement and to fully perform their rights and obligations and that there are no legal or other impediment in their doing so.
 - (ii) This Agreement duly executed and delivered by the Parties constitutes a valid and binding obligation of the respective Parties enforceable against each respective Party in accordance with its terms.
 - (iii) They shall at all times during the Term, and also otherwise, comply with all the laws applicable to them respectively.
 - (b) Broadcaster hereby represent, warrant and undertakes that they have obtained the requisite licenses from the Government of India for downlinking the channel(s), a true copy of which is shown as Annexure I herein.
 - (c) Distributor hereby represent, warrant and undertakes that they have obtained the necessary permits, licenses etc., from the Government of India for distribution of television channels, a true copy of which is shown as Annexure IV herein.
 - (d) Broadcaster represents and warrants that there are no present or prospective claim, proceeding or litigation in respect of the programme content of the Channel(s), or the title thereof, or the ownership of copyright in the programme content of the Channel(s) which may in any manner infringe upon any third party's rights.
 - (e) The Broadcaster shall ensure that the Channel(s) shall comply with the Programming Code and the Advertisement Code issued by the Government of India.
 - (f) The Broadcaster shall provide its programming schedule atleast 30 days in advance for the purpose of insertion in Electronic Programming Guide (EPG).
 - (g) The Broadcaster agrees and undertakes that the bandwidth utilization of its channels will be not more than 2 / 4 mbps only for SD/HD respectively.
11. Based on the request from the Distributor, the Broadcaster has supplied requisite number of IRD (professional grade receiving system) to the Distributor for carrying the channel(s) from their control room. In the event of termination of this Agreement, the IRD provided by the Broadcaster to the Distributor will be returned back by the Distributor on as-is-where-is basis forthwith.
 12. Distributor shall not be liable to the Broadcaster or any other party for any infringement of copyrights of any third party or any other illegality in respect of the programme content of the Channel(s). The Broadcaster shall be solely responsible for ensuring that the intellectual property

rights of the Channel(s) / Broadcaster remain protected and the Distributor shall not be held liable for violation of such intellectual property rights in any manner.

13. INDEMNIFICATION

Each Party shall, at its own expense, forever keep and hold the other Party and such other Party's directors, officers, employees, agents, subcontractors, affiliates and subsidiaries fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to the defaulting Party's acts, omissions, misstatements, and representations and warranties or any of its obligations pursuant to the Agreement.

14. FORCE MAJEURE

Neither Party shall be liable for any delay/inability to carry out any of the obligations under the Agreement resulting or caused by any reason due to any hardware breakdown, acts of God, riots, strikes, lock-out, war, enactments, statutes, ordinance, legislation, court orders, directions of any local or civic body or statutory authorities, or any catastrophes, such as fire, earthquakes, floods or famine or incidents beyond the reasonable control of either Party. In the event any force majeure prevails for continuous for 30 (thirty) days, the affected Party shall forthwith send a notice to the other Party and upon receipt of the said notice, the Parties shall promptly consult and decide how to respond to such force majeure condition, including, without limitation whether to terminate this Agreement or waive such performance, based on the degree to which the force majeure condition shall have influenced the performance of this Agreement.

15. DISCLAIMER OF AGENCY

Neither Party shall hold itself as the agent of the other under this Agreement. This Agreement between the Broadcaster and the Distributor is on a principal to principal basis.

16. CONFIDENTIAL AND PROPRIETARY INFORMATION

Either Party shall keep in strict confidence any Confidential Information received from the other Party and shall not disclose the same to any person, not being a party to this Agreement. Each Party 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. Disclosure of Confidential Information by any Party to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of the disclosing Party and the other Party shall not acquire any rights in such Confidential Information. Confidential Information shall not be treated as Confidential Information when:

- (a) is already in the public domain or deemed to be available to the public;
- (b) hereafter becomes publicly known through no wrongful act, fault or negligence of the receiving Party;
- (c) was in the receiving Party's possession prior to receipt from the disclosing party;
- (d) is received without obligation of secrecy from a third Party free to disclose such information;
- (e) is subsequently independently developed by the receiving Party without use of any of the disclosing Party's proprietary Information;
- (f) is approved for release or use by written authorization from the disclosing

- (g) is required to be disclosed by any of the Parties at the request of or at the express direction of any Government or Judicial Agency; or
- (h) is independently developed by employees of the receiving Party who have not had, either directly or indirectly, access to, or knowledge of such Confidential Information.

17. NON-ASSIGNABILITY

Neither Party shall assign any of its rights or obligations under this Agreement to any other/third party without the prior written consent of the other Party. However, such consent, when required, shall not be unreasonably withheld by the other Party.

18. COMPLIANCE OFFICER

The details of Compliance Officer of the Broadcaster and the Distributor as per the Regulations and the Tariff Orders are given below:

Particulars	Broadcaster	Distributor
Name	Manoj V Cherian	
Designation	Senior General Manager – Distribution	
Address	MM TV Limited, NH Bypass Road, Aroor P.O., Alappuzha – 688534	
Email	manojvcherian@mmtv.in	
Phone	0478 – 2840000	
Mobile	9895701750	

19. NOTICE

All notices given hereunder shall be given in writing, by personal delivery, or registered post A.D. or speed post or courier, at the address of the Parties set forth in the Agreement, unless either Party, at any time or times, designates another address for itself by notifying the other Party thereof in writing, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by registered post A.D. or speed post or courier shall be deemed delivered on the 3rd (third) day from the date of dispatch of such notice.

20. 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 the 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.

21. SAVING CLAUSE

If any provision of this Agreement becomes invalid or unenforceable, in whole or in part, the validity of the remainder 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.

22. GOVERNING LAWS

This Agreement shall be governed by and construed in accordance with the laws of India. The Telecom Disputes Settlement & Appellate Tribunal, to the exclusion of all other courts/tribunals, shall have the exclusive jurisdiction to entertain any dispute arising out of or relating to this Agreement.

23. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement along with its Annexures 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 Telecom Regulatory Authority of India / Government of India or any order of a court / tribunal of appropriate jurisdiction, 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.

24. COUNTERPART

This Agreement is executed in two originals, both of which taken together, shall constitute one and the same instrument. Each party retaining one original each.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands and seals on the day and year first above written.

	Broadcaster	Distributor
Signature		
Name	Manoj V Cherian	
Designation	Senior General Manager – Distribution	
	Witness 1	Witness 2
Signature		
Name		
Address		

ANNEXURE I

Refer Schedule IV and Regulation 10 (16) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017

Application form for access to the network for distribution of a television channel.

1. Name of the broadcaster: **MM TV LIMITED**
2. The names of CEO/MD of the broadcaster: **Mr. Jacob Mathew, Managing Director**
3. Registered Office address: Door No :XII/1359, KVMM Building, KK Road, Kottayam, Kerala - 686001
4. Address for communication: Door No :2 /275 A, NH Bypass Road, Aroor P O, Alappuzha - 688534
5. Name of the contact person/ Authorized Representative: Manoj V Cherian, Senior General Manager - Distribution
6. Telephone: 9895701750 (M) . 0478 -2840000 (Landline)
7. Email address: manojvcherian@mmtv.in
8. Name of channel for which request for distribution has been made: **(1) Mazhavil Manorama
(2) Manorama News Central
(3) Mazhavil Manorama HD**
9. Copy of permission letter issued by the ministry of information and broadcasting for downlinking of the channels mentioned above in India: **Attached**
10. Nature of channel (pay or free- to- air): **All the three Channels mentioned below are Free-to-Air**
11. Genre of channel: **(a) Mazhavil Manorama – GEC (Non News & Current Affairs) channel in Malayalam. - FTA
(b) Manorama News Central – News & Current Affairs Channel in Malayalam – FTA.
(c) Mazhavil Manorama HD – News & Current Affairs HD channel in Malayalam - FTA**
12. Language(s) of channel: **Malayalam**
13. Downlinking parameters of the channel:
 - a. Name of satellite: GSAT 30
 - b. Orbital location: 83 Degree East
 - c. Polarisation: Horizontal
 - d. Downlinking frequency: 4114 MHZ, Format - MPEG4
14. Modulation/coding and compression standard of channel: DVB – S2 8 PSK
15. Encryption of channel: encrypted/unencrypted : Unencrypted FEC:3/4

ANNEXURE II

OPERATING AREAS OF THE DISTRIBUTOR

Areas

1. _____
2. _____
3. _____
4. _____
5. _____

ANNEXURE III

Refer Schedule I and Regulation 8 (2) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017

Calculation of the carriage fee amount

The carriage fee amount, for each month or part thereof, during the term of the interconnection agreement shall be calculated as given below:-

Sl.	Calculation of the carriage fee amount
1	If monthly subscription for a channel in the target market is less than five percent of the average active subscriber base of the distributor in that month in the target market, then the carriage fee amount shall be equal to the rate of carriage fee per channel per subscriber per month, as agreed under the interconnection agreement, multiplied by the average active subscriber base of the distributor in that month in the target market.
2	If monthly subscription for a channel in the target market is greater than or equal to five percent but less than ten percent of the average active subscriber base of the distributor in that month in the target market, then the carriage fee amount shall be equal to the rate of carriage fee per channel per subscriber per month, as agreed under the interconnection agreement, multiplied by 0.75 times of the average active subscriber base of the distributor in that month in the target market.
3	If monthly subscription for a channel in the target market is greater than or equal to ten percent but less than fifteen percent of the average active subscriber base of the distributor in that month in the target market, then the carriage fee amount shall be equal to the rate of carriage fee per channel per subscriber per month, as agreed under the interconnection agreement, multiplied by 0.5 times of the average active subscriber base of the distributor in that month in the target market.
4	If monthly subscription for a channel in the target market is greater than or equal to fifteen percent but less than twenty percent of the average active subscriber base of the distributor in that month in the target market, then the carriage fee amount shall be equal to the rate of carriage fee per channel per subscriber per month, as agreed under the interconnection agreement, multiplied by 0.25 times of the average active subscriber base of the distributor in that month in the target market.
5	If monthly subscription for a channel in the target market is greater than or equal to twenty percent of the average active subscriber base of the distributor in that month in the target market, then the carriage fee amount shall be equal to 'Nil'.

Note :

- i. For the purpose of calculation of carriage fee amount for a high definition channel, the average active subscriber base of the distributor in that month in the target market shall be of subscribers capable of receiving high definition television channels.
- ii. The average active subscriber base of the distributor in a month shall be calculated in the manner as prescribed in the Schedule VII of the Regulations.
- iii. The monthly subscription for a channel shall be calculated in the manner as prescribed in the Schedule VII of the Regulations.
- iv. The Illustration-I (for standard definition channel) and Illustration-II (for high definition channels) given below explains the calculation of carriage fee amount :

ILLUSTRATION - I

Suppose a distributor of television channels has an agreement with a broadcaster for carriage of a standard definition channel called 'X' at the rate of Rs.0.20 per subscriber per month. The carriage fee amount payable by the broadcaster to the distributor would be calculated as follows:-

Month	Average Active Subscriber Base over the month	Monthly subscription percentage of the standard definition Channel 'X'	Rate of Carriage Fee (in Paisa)	Multiplier	Carriage Fee Amount in (Rs.)
(A)	(B)	(C)	(D)	(E)	(F)=(B)x(D)x(E)
January	1000	4%	20	1	200.00
February	800	8%	20	0.75	120.00
March	1500	12%	20	0.50	150.00
April	2000	19%	20	0.25	100.00
May	3000	20%	20	0	0.00
June	4000	22%	20	0	0.00
July	10000	17%	20	0.25	500.00
August	20000	25%	20	0	0.00

ILLUSTRATION - II

Suppose a distributor of television channels has an agreement with a broadcaster for carriage of a high definition channel called 'Y' at a rate of Rs.0.40 per subscriber per month then the carriage fee amount payable by the broadcaster to the distributor would be calculated as follows :

Month	Average Active Subscriber Base of high definition STBs, over the month	Monthly subscription percentage of the high definition Channel 'Y'	Rate of Carriage Fee (in Paisa)	Multiplier	Carriage Fee Amount in (Rs.)
(A)	(B)	(C)	(D)	(E)	(F)=(B)x(D)x(E)
January	100	2%	40	1	40.00

February	80	5%	40	0.75	24.00
March	150	11%	40	0.50	30.00
April	160	16%	40	0.25	16.00
May	180	20%	40	0	0.00
June	200	22%	40	0	0.00
July	190	17%	40	0.25	19.00
August	170	25%	40	0	0.00

ANNEXURE IV

Copy of Broadcaster's Licenses

ANNEXURE V

Copy of Distributor's License

ANNEXURE - VI

Statutory Registration Numbers of both Parties

Sl. No.	Description	BROADCASTER	DISTRIBUTION
1	Corporate Identification Number	U92132KL2004PLCO17566	
2	Permanent Account Number (Income Tax)	AAECM1878R	
3	Goods & Service Tax Registration No.	32AAECM1878R1ZW	