

Interconnect Agreement between  
**GTPL Kolkata Cable And  
Broadband Pariseva Ltd.**  
&  
**Local Cable Operator (LCO)**

**GTPL KCBPL** 

## INTERCONNECTION AGREEMENT

This Technical and Commercial Interconnection Agreement along with its Schedules and Annexures is executed on this <day> day of <month> <year> by and between:

**GTPL Kolkata Cable And Broadband Pariseva Ltd.**, a Company incorporated under the Companies Act, 1956 and regulated by Companies Act 2013 having its Registered Office at 86, Golaghata Road, Ganga Apartment, 6th Floor, Kolkata-700048, West Bengal, India through its Authorized Signatory hereinafter referred to as "**GTPL KCBPL**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, assignees, legal heirs and executors of the **ONE PART**.

### AND

<networkname>, an Individual / a Firm / a Company / an Association of Persons / a Body of Individuals having its office at <address>, through its Authorised Signatory Mr./Ms <name>, hereinafter referred to as the "**LCO**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, assignees, legal heirs and executors, of the **OTHER PART**.

**GTPL KCBPL** and the **LCO** are hereinafter individually referred to as the 'Party' and collectively referred to as "**Parties**".

### WHEREAS

- A. GTPL KCBPL is a cable operator, who has been granted provisional registration No. 9/601/2015-DAS dated 19.04.2016 under Rule 11E of the Cable Television Networks (Amendment) Rules, 2012 for operating as a Multi System Operator (MSO) in the Digital Addressable System (DAS) on PAN INDIA basis.
- B. The LCO is a cable operator having necessary permission / license, as the case may be, to provide services under this Agreement.
- C. The LCO has requested GTPL KCBPL for making available signals of TV channels and GTPL KCBPL has agreed to provide signals of TV channels to such LCO, under the terms and conditions as agreed herein under.
- D. TERRITORY: Territory, in the context of this Agreement is as mentioned in **Annexure-1** to this Agreement.
- E. The Parties have mutually agreed to execute this Agreement - on principal to principal and non-exclusive basis - between them to govern the roles, responsibilities, rights, obligations, technical and commercial arrangement in regard to the distribution of TV channels in the Territory.
- F. The Parties also mutually agree that each and every transaction including transaction of any properties/ assets between the Parties shall be carried out in writing or in any other verifiable means.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

### 1. DEFINITIONS

The words and expressions used in this Agreement shall have meanings as assigned to them in the Schedule to this Agreement. All other words and expressions used in this Agreement, but not defined, and defined in the Act and rules and regulations made there under or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

### 2. TERM OF THE AGREEMENT

- 2.1 The Agreement shall commence on the date of execution of this Agreement and shall stand valid till 31<sup>st</sup> March, 2030, unless terminated by either Party as per the terms and conditions of this Agreement ("**Term**").
- 2.2 The duration of the Agreement may be extended on terms and conditions to be mutually agreed between the Parties and recorded in writing provided that the extended term does not go beyond the last date of validity of registration of GTPL KCBPL or the LCO, whichever is earlier.

### 3. TERMINATION OF THE AGREEMENT:

- 3.1 Either Party has a right to terminate the Agreement by serving an advance notice of 21 days in writing to the other Party in the event of:-
- (i) material breach of the Agreement by the other Party which has not been cured within 15 days of being required in writing to do so; or
  - (ii) the bankruptcy, insolvency or appointment of receiver over the assets of other Party; or
  - (iii) the other Party indulging in or allowing or inducing any person to indulge in piracy or carrying programming service provided on the channel, which is in violation of the Programme and Advertising Codes prescribed in the Cable Television Network Rules, 1994, as amended from time to time.
- 3.2 The LCO has a right to terminate the Agreement in the event of GTPL KCBPL discontinuing the business of retransmission of signals of TV channels in the Territory.
- 3.3 GTPLKCBPL has a right to terminate the agreement in the event of the LCO discontinuing its cable TV business in the Territory.
- 3.4 If GTPL KCBPL decides to discontinue the business of retransmission of signals of TV channels in the Territory for any reason, it shall give a notice in writing, specifying the reasons for such decision, to the LCO at least 90 days prior to such discontinuation.
- 3.5 If the LCO decides to discontinue its business of rendering service of providing signals of TV channels to the Subscriber in the Territory, it shall give a notice in writing, specifying the reasons for such decision, to GTPL KCBPL at least 90 days prior to such discontinuation. LCO further undertakes that it upon termination/discontinuation shall forthwith return all the equipment of GTPL KCBPL including STBs which he had installed at subscriber premises at its own cost.

### 4. EFFECT OF TERMINATION AND EXPIRY:

- 4.1 In the event of termination or expiry of the term of the Agreement, as the case may be, at the instance of either Party, each Party shall pay all amounts due and payable up to the date of termination or expiry to the other Party.
- 4.2 The LCO shall, within 15 days of the termination or expiry of the term of this Agreement, as the case may be, in terms of the provisions mentioned herein, hand over to the GTPL KCBPL all properties and assets belonging to GTPL KCBPL, which are in the custody of the LCO. The LCO shall also be liable to make good all the losses or damages, if any, caused to such properties and assets belonging to GTPL KCBPL, in custody of the LCO, within 30 days from the receipt of notice to this effect from GTPLKCBPL and in the event of inability of LCO to repair such properties/assets, the LCO shall pay to GTPL KCBPL the replacement value of such properties/ assets plus taxes as applicable.
- 4.3 GTPL KCBPL shall, within 15 days of the termination or expiry of the term of this Agreement, as the case may be, in terms of the provisions mentioned herein, hand over to the LCO all properties and assets belonging to the LCO, which are in the custody of the GTPL KCBPL. GTPL KCBPL shall also be liable to make good all the losses or damages, if any, caused to such properties and assets belonging to the LCO, in custody of GTPL KCBPL, within 30 days from the receipt of notice to this effect from the LCO and in the event of inability of GTPL KCBPL to repair such properties/assets, GTPL KCBPL shall pay to the LCO the depreciated value of such properties/ assets.
- Explanation :- The clause 4.2 and 4.3 above shall not have any application in respect of Hardware or any other equipment belonging to GTPL KCBPL or the LCO, as the case may be, which are installed at the premises of the Subscribers.

- 4.4 If the LCO or GTPL KCBPL, as the case may be, fails to hand over the assets or make good losses or damages caused to such properties and assets within the above stipulated period, the defaulting Party shall be liable to make payment for the depreciated value of the same together with simple interest calculated at the rate 2% over and above the base rate of interest of the State Bank of India.

### 5. PROVISIONING OF SERVICES:

- 5.1 GTPL KCBPL shall make available signals of TV channels to the LCO, on non-exclusive basis, in order to distribute the same to the Subscribers in the Territory, in terms of this agreement and as per prevailing norms, policies, the applicable laws and rules, regulations, directions and orders of the concerned authorities.
- 5.2 The LCO shall carry, provide cable services to its Subscribers in the Territory by way of carrying signals of TV channels received from GTPL KCBPL on non-exclusive basis, for distribution to the Subscribers in the Territory.
- 5.3 The Parties shall compulsorily transmit, re-transmit or otherwise carry any channel, Programme on their respective accounts only in encrypted mode through a digital addressable system strictly in terms of and in accordance with the applicable laws and regulations.
- 5.4 The roles and responsibilities of the Parties to the Agreement for provisioning of services are contained in clause 10 of this Agreement.
- 5.5 In consideration of the services provided by GTPL KCBPL to the LCO and in consideration of roles and responsibilities mentioned in clause 10 of the Agreement, the revenue settlement between LCO and GTPL KCBPL have been mentioned clause 12 of the Agreement.

### 6. RIGHTS OF GTPLKCBPL:

- 6.1 GTPLKCBPL shall continue to have a right of ownership of its network used to deliver the cable TV services under this agreement and it may expand/ upgrade/ change/ replace/ re-design any part or entire network subject to the condition that any such activity does not interrupt or degrade the Quality of Service provided by GTPL KCBPL to the LCO for further provision of services to its Subscribers in the Territory under this Agreement.
- 6.2 GTPL KCBPL shall sign the interconnection agreement with broadcasters for re-transmission of signals of TV Channels as per prevailing norms, policies, the applicable laws and rules, regulations, directions and orders of the concerned authorities.
- 6.3 GTPLKCBPL shall have the right to finalize the Distributor Retail Price of each channel and/or bouquet(s) as per the applicable laws and regulations. The LCO shall be at liberty to decide the fee payable by the Subscriber for the subscribed channel(s) and/or bouquet(s), however the same shall not exceed the Distributor Retail Price.
- 6.4 GTPL KCBPL shall have the right to package the channels/ services offered on the network to the LCO for the LCO to offer these packages in the course of providing services to its Subscribers in the Territory under this Agreement, as per its business plan and as per prevailing norms, policies, the applicable laws and rules, regulations and tariff orders.
- 6.5 GTPLKCBPL shall have the right to finalize the Network Capacity Fee as per the applicable laws and regulations. The LCO shall be at liberty to decide the Network Capacity Fee payable by the Subscriber, however the same shall not exceed the Network Capacity Fee declared/communicated by GTPLKCBPL.
- 6.6 GTPL KCBPL shall have the right to finalize the rates of bouquets of channels, if offered by GTPL KCBPL to the LCO for the LCO to offer these packages in the course of providing services to its Subscribers in the Territory under this Agreement in compliance with the provisions of the applicable tariff orders and regulations notified by the Authority.
- 6.7 GTPL KCBPL shall have the right to get all requisite information from the LCO for the purpose of fulfilling its responsibilities under the

Agreement, and the applicable orders and regulations.

## 7. RIGHTS OF THE LCO:

- 7.1 The LCO shall continue to have its right of ownership of its network used to deliver the cable TV services under this agreement and it can expand/ upgrade/ change/ replace/ re- design any part or entire network subject to the condition that any such activity does not interrupt or degrade the Quality of Service offered to the Subscriber on its network.
- 7.2 The LCO shall have right to get all the requisite information from GTPL KCBPL for the purpose of fulfilling its responsibilities under the Agreement, and the applicable orders and regulations.

## 8. OBLIGATIONS OF GTPLKCBPL:

- 8.1 GTPL KCBPL shall set up and operationalize the Head-end, Conditional Access System (CAS) and Subscriber Management System (SMS) for ensuring efficient and error-free services to the Subscribers by recording and providing individualized preferences for channels, billing cycles or refunds.
- 8.2 GTPL KCBPL shall make available the STBs to the subscribers for decrypting the cable TV signals that are provided to the subscribers by the LCO in the course of provision of service by LCO to the subscribers.
- 8.3 GTPL KCBPL shall make available to the LCO, the necessary and sufficient information relating to the details of channels, bouquets of channels, and services offered to the Subscribers including their prices.
- 8.4 GTPL KCBPL shall provide web-based grievance redressal mechanism for addressing the complaints of LCOs for its Subscribers in the Territory in relation to the provision of services, roles and responsibilities, revenue settlements, quality of services etc.
- 8.5 GTPL KCBPL shall not issue pre-activated STBs and the STBs shall be activated only after the details of the Customer Application Form (CAF) have been entered into the SMS.
- 8.6 On the basis of the billing and charges information furnished by the LCO to GTPL KCBPL from time to time and after accounting for any payments effected by the Subscribers of the LCO in terms of Clause 8.12 of this Agreement, the billing form and particulars payable by the Subscribers to the LCO shall be generated from the billing facility of GTPL KCBPL, for charges due and payable for each month or as per the billing cycle applicable for that subscriber, within 3 days from the end of the billing cycle. It is clarified that the bills for subscribers shall be generated from the system of GTPL KCBPL however shall be issued and delivered by LCO to its Subscribers in the Territory.
- 8.7 GTPL KCBPL shall provide access to the relevant part of the SMS, through a front-end tool thereof that interacts with LCOs ("LCO Portal"), under its control to the LCO for the purpose of fulfilling responsibilities by the Parties under the Agreement, and the applicable orders and regulations and for enabling the LCO.
- 8.8 GTPL KCBPL shall not indulge in any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of the LCO or person associated with such transmission.
- 8.9 GTPL KCBPL shall comply with all the applicable statutes or laws for the time being in force, or any rules, codes, regulations, notifications, circulars, guidelines, orders, directions etc. issued, published or circulated under any law for the time being in force.
- 8.10 GTPL KCBPL shall not do any act or thing as a result of which, any right or interest of the LCO in respect of providing cable TV signals

under this Agreement or any property of the LCO may be infringed or prejudiced.

- 8.11 GTPL KCBPL shall be responsible for encryption of the complete signal, up to the STB installed at the premises of the Subscriber.
- 8.12 GTPLKCBPL shall not disconnect the signals of TV Channels, without giving three weeks' advance notice to the LCO clearly specifying the reasons for the proposed disconnection as envisaged in the Interconnection Regulation.
- 8.13 GTPL KCBPL shall make available consumer friendly electronic payment options in the SMS for the electronic payment of bills by its Subscribers in the Territory as also Subscribers of the LCO in the form of online payment gateway, prepaid system for Subscribers and facility for electronic acknowledgment to the Subscriber (whether of GTPL KCBPL or that of the LCO) on the receipt of payment from such Subscriber. Notwithstanding the foregoing, it shall be the sole responsibility of the LCO to ensure that the subscriber package corresponding to any such payment shall stand activated upon completion of such payment by a Subscriber. The LCO further agrees that where the afore-stated payment option made available in the SMS involves use of a payment gateway contracted and managed by GTPLKCBPL, then GTPLKCBPL shall be entitled to deduct, from and out of the monies paid by the LCOs and maintained in the Payment Wallet of the LCO. In case the Payment Wallet balance is insufficient, the online payment transaction will be declined. However, if payment option made available in the SMS involves use of a payment gateway contracted and managed by the LCO, then it shall be the responsibility of the LCO to ensure that necessary arrangements are made with the independent online payment gateway such that upon payment of bills by a Subscriber of the LCO, the corresponding monies owed by the LCO to GTPL KCBPL under this Agreement, including but not limited to the charges payable to the Broadcaster, are remitted through the said independent online payment gateway forthwith to the designated account of GTPLKCBPL.
- 8.14 GTPL KCBPL shall provide to the LCO at least 2% of the total STBs active in the network of the LCO with an upper cap of 30 STBs as maintenance spare, which are not pre-activated, to ensure speedy restoration of services affected due to any fault in STB. This quantity of maintenance spare STBs shall be maintained during the term of the agreement. Whenever any submission is made to any statutory authority, they will be clearly shown as "Standby STBs". These stand by STBs will be a mix of SD & HD in the same proportion that these STBs are in use at the time of signing the MIA. These Standby STBs will be provided to LCOs on a refundable security deposit basis on the current prevailing rate. Depreciation per annum will be deducted at the applicable rate based on the IT Act/Rules per year of usage.
- 8.15 GTPLKCBPL shall intimate to the LCO, at least 15 days in advance, in respect of any proposed changes in the package composition or the retail tariff.
- 8.16 GTPL KCBPL shall have the right, to assign or transfer any of its rights or obligations under this Agreement. GTPL KCBPL shall provide a prior written intimation of such assignment or transfer to the LCO.

## 9. OBLIGATIONS OF THE LCO:

- 9.1 The LCO shall be responsible for providing smooth and hassle-free cable TV services to the subscribers in the territory.
- 9.2 The LCO shall handover a copy of CAF received from subscribers within 15 days to GTPLKCBPL;
- 9.3 The LCO shall be responsible for entering the details of the bill amount paid by the individual subscriber to the LCO for the Cable TV services in the SMS.

- 9.4 The LCO shall not indulge in any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trademark and copyrights of GTPL KCBPL, or any other person associated with such retransmission.
- 9.5 The LCO shall have no right, without the prior written intimation to GTPL KCBPL, to assign or transfer any of its rights or obligations under this Agreement.
- 9.6 The LCO shall not replace the STBs of GTPL KCBPL with the STBs of any other MSO without receiving the requests from its Subscribers in the Territory through application forms for returning the STB of the existing connections and for providing new connections through Customer Application Form. The new Set Top Box shall be activated only after entry of the details, as provided in new Customer Application Form, into the SMS of the new MSO.
- 9.7 The LCO shall –**
- 9.7.1 not transmit or retransmit, interpolate or mix any signals which are not transmitted or generated by GTPL KCBPL without the prior written consent of GTPLKCBPL;
- 9.7.2 not insert any commercial or advertisement or information on any signal transmitted by GTPL KCBPL. Any such tampering of signals or interpolating of signals shall be deemed to be a violation of this Agreement and shall constitute sufficient cause for termination of this Agreement by GTPL KCBPL by giving such notice as prescribed under the law or under this agreement;
- 9.7.3 not interfere in any way with the signals provided by GTPLKCBPL and also not use any decoding, receiving, recording equipment(s), counterfeit set top box or Smart card and any other like equipment's;
- 9.7.4 not alter or tamper the Hardware including the seal (seal to prevent opening of set top box), misuse, replace, remove and shift the Smart card or STB without the written consent of GTPL KCBPL from their respective original addresses;
- 9.7.5 not use, either before or after the installation of STB, of any decoding, receiving, recording equipment(s), counterfeit set top box(es), smart card(s) other than the STB(s), Smart cards and any other equipment supplied/ approved by GTPL KCBPL, and to take actions as directed by GTPLKCBPL against such subscribers.
- 9.7.6 intimate GTPL KCBPL promptly about any alteration, tampering with the Hardware including the seal, misuse, replacement, removal and shifting of Smart cards and STBs, without the written consent of GTPL KCBPL, from their respective original addresses and also about the use, either before or after the STBs, of any decoding, receiving, recording equipment(s), counterfeit set top box(es) and smart card(s) other than the STB(s), Smart card(s) and any other items of Hardware supplied by GTPL KCBPL, and to take actions as directed by GTPL KCBPL against such subscribers.
- 9.7.7 not swap the STBs with any other STBs without written consent of GTPL KCBPL. LCO acknowledges that GTPL KCBPL is owner of all the STBs installed in the area of LCO and LCO shall be liable to return the same to GTPLKCBPL, if LCO wish to take services from any other MSO. LCO shall not migrate to any other MSO without clearing its dues and returning all STBs to GTPL KCBPL in proper working condition.
- 9.8 The LCO shall not provide connection to any entity for further retransmission of the Cable TV signals.
- 9.9 The LCO shall not record and then retransmit Cable TV signals or otherwise to block or add or substitute or otherwise tamper with the signal being transmitted by GTPL KCBPL or with the trunk line nor shall allow any other person to do so.
- 9.10 The LCO shall not do any act or thing as a result of which, any right or interest of GTPL KCBPL in respect of the Cable TV signals under this Agreement or any property of GTPL KCBPL may be infringed or prejudiced.
- 9.11 The LCO shall permit access to the systems under its control to GTPL KCBPL, on non- exclusive basis, for the purpose of fulfilling responsibilities by the Parties under the Agreement, and the applicable orders and regulations.
- 9.12 The LCO shall not disconnect the signals of TV Channels, without giving three weeks' notice to the GTPL KCBPL clearly specifying the reasons for the proposed disconnection as envisaged in the Interconnection Regulation.
- 9.13 The LCO shall re-transmit the signals of channels in continuous manner and shall not block or black out the same.
- 9.14 The LCO shall be responsible for the recovery of STBs from a sub-operator, as referred in Clause 9.12 hereinabove, in case any sub-operator disconnects from the network or migrates to another MSO. GTPL KCBPL shall be entitled to claim the return of STBs and/or such properties or assets belonging to GTPL KCBPL and in case, the same are not returned, the depreciated value or replacement cost, whichever is higher, of such properties/ assets. The List of Sub-Operators is provided in Annexure-2.
- 9.15 The LCO shall inform in writing to GTPL KCBPL in case of any outright sale of an STB to the subscriber and an extra charge towards the cost of the STB, shall be accordingly payable by the LCO to GTPLKCBPL.
- 9.16 STB schemes offered by GTPL KCBPL, as specified in CAF, if a subscriber chooses the Outright Purchase scheme, the LCO shall be under an obligation to forward such request to GTPL KCBPL for further process. Further, the LCO shall provide to such subscriber, only such STB as specifically assigned by GTPL KCBPL for the purpose (and not from the LCO stock), after GTPL KCBPL completes processing of the request.
- 9.17 The list of documents to be submitted by the LCO at the time of signing of the Agreement is provided under Annexure – 3 of this Agreement. The LCO shall further submit a copy of renewed licenses, in cases where any license is renewed after the signing of Agreement.
- 9.18 Notwithstanding the fact that the billing form and particulars payable by the Subscribers of LCO to the LCO shall be generated from the billing facility of GTPL KCBPL, it shall be the sole responsibility of the LCO to ensure that all relevant statutory compliances for the entire operations, including generation, form and manner of billing are undertaken by the LCO at its sole costs, expenses and liability. The LCO hereby agrees to indemnify, save and hold harmless GTPL KCBPL from any and all claims, liabilities, losses, damages, costs and expenses which GTPL KCBPL might suffer on account of non-performance by LCO of any of its contractual responsibilities and in particular the responsibilities as stipulated in clause 10; and non-compliance by LCO of any and all applicable statutory compliances as afore-stated, including but not limited to compliance with the provisions of "GST Law" and the "Entertainment Tax Laws" as levied by the local bodies". "GST Law" shall mean the IGST Act, 2017, CGST Act 2017, all State GST Acts of 2017, all UTGST Acts of 2017 and rules made under these Acts.
- 9.19 The LCO shall be responsible for payment of Goods and Services Tax under "GST Laws" and Entertainment Tax under "Entertainment Tax Laws" and for compliance with the provisions of said Laws as applicable in respect of the services provided by the LCOs to the subscribers under this agreement. It is agreed between the Parties that all liabilities of GST and other associated tax liabilities on the amount(s) which is collected from the subscribers shall be borne solely by the LCO.

**10. ROLES AND RESPONSIBILITIES OF GTPL KCBPL AND THE LCO:**

<b>Sl. No.</b>	<b>Role</b>	<b>Responsibility of GTPL KCBPL or the LCO as mutually agreed by the Parties</b>	<b>Remarks</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1	Devising of Consumer Application Form, either in electronic format or print format or both, for initial subscription to broadcasting services containing the information as provided in the Schedule 1 of the QoS regulations.	GTPL KCBPL	
2	a. Provide information to consumers about the details of services at the time of every new connection as per the QoS regulations. b. Providing information to the subscriber about the details of STB schemes offered and the warranty/repairing policy applicable thereof	LCO	
3	Provisioning of broadcasting services to the consumer upon obtaining duly filled Consumer Application Form and providing a copy of the same to the consumer as per the QoS regulations.	LCO	LCO shall update the information in the Subscriber Management System (SMS) in each case within 24 hours from the receipt of the application.
4	Assigning a unique identification number (UIN) to every subscriber and communicating the same to the consumer as per the provisions of the QoS regulations	GTPL KCBPL	The UIN shall be generated from the SMS.
5	Activation of broadcasting services to the subscribers	LCO	(1) Activation shall be done only after only after the details of Consumer Application Form have been entered into the SMS. (2) GTPL KCBPL will provide relevant access to SMS, to the LCO, for activation of broadcasting services.
6	Activation of requested channel(s) or bouquet(s) available on the platform, upon receiving a verifiable request from a subscriber as per the provisions of the QoS regulations	LCO	
7	Deactivation of requested channel(s) bouquet(s) from the subscription package of subscriber upon receiving a verifiable request from the subscriber, as per the provisions of the QoS regulations	LCO	
8	Temporary suspension of the broadcasting services of a subscriber upon receiving a request from the subscriber as per the provisions of the QoS regulations	LCO	
9	Restoration of services of a subscriber, upon request from the subscriber as per the provisions of the QoS regulations	LCO	
10	Relocation of connection of a subscriber from one location to another location, upon the request for the same as per the provisions of QoS regulations.	LCO	
11	Providing notice to the subscribers regarding interruption of signals for preventive maintenance as specified in QoS Regulations.	LCO	
12	Disconnection of broadcasting services to a subscriber upon request from the subscriber and refunding of deposits subject to fulfilment of the terms and conditions provided in the QoS regulations.	LCO	
13	Generation of and enabling the LCO to access the billing form and particulars payable by its Subscribers in the Territory to the LCO as generated from the billing facility of GTPL KCBPL for Subscribers of LCO as per the QoS regulations.	GTPL KCBPL	LCO to comply with Clauses 8.5 and 9.13
14	Issuance and delivery of bills to subscribers as per the QoS regulations	LCO	
15	Generation of post-paid bills for subscribers as per the QoS regulations	LCO	GTPL shall only be facilitating the LCO in generating the post- paid bills for subscribers as per QoS regulations

Sl. No.	Role	Responsibility of GTPL KCBPL or the LCO as mutually agreed by the Parties	Remarks
(1)	(2)	(3)	(4)
16	Delivery of post-paid bills to subscribers as per the QoS regulations.	LCO	If the Authority imposes any financial disincentive for contravention of regulation 22 (1), the LCO shall be liable to pay the amount, as maybe directed by the Authority.
17	Issuance and delivery of receipts to post-paid subscribers for manual payments made by them and entering the details of the receipts in the subscriber management system as per the QoS regulations.	LCO	If the Authority imposes any financial disincentive for contravention of regulation 22 (5), the LCO shall be liable to pay the amount, as maybe directed by the Authority.
18	Acknowledging pre-paid payments to the subscriber and updating the subscriber management system accordingly.	LCO	If the Authority imposes any financial disincentive for contravention of regulation 22 (5), the LCO shall be liable to pay the amount, as maybe directed by the Authority.
19	Providing set top boxes to the subscribers conforming to the standards prescribed in the QoS regulations.	GTPL KCBPL	
20	Offering different schemes for the STBs as per the QoS regulations	GTPL KCBPL	
21	Offering annual maintenance scheme for the customer premises equipment provided under outright purchase scheme after the expiry of guarantee/warranty period as per the QoS regulations	GTPL KCBPL	
22	Repairing of a malfunctioning STB as per the QoS regulations	GTPL KCBPL	
23	Publicizing toll-free consumer care number and address of the web based complaint management system to the subscribers through customer care channel and website, as provided in the QoS Regulations	GTPL KCBPL	
24	Providing copies of Manual of Practice (MoP) to subscribers as specified in QoS regulations.	GTPL KCBPL and/or LCO	GTPL KCBPL shall finalize the contents of MOP. Copies of such MoP shall be shared with the LCO.
25	Payment of taxes to the Government	GTPL KCBPL/LCO, as applicable	To be read with Clause 11.
26	Payment of GST and Entertainment Tax under "GST Laws" and "Entertainment Tax Laws" respectively as applicable on services provided by LCO to subscribers in terms of this agreement	GTPL KCBPL/LCO, as applicable	To be read with Clause 11.
27	Procurement of STBs from subscriber after deactivation (subject to CPE scheme opted by the subscriber)	LCO	LCO to act as custodian of STBs owned by GTPL KCBPL, take delivery of STBs against payment of necessary deposits to MSOs and provide the same to subscribers on returnable basis and ensure compliance of all terms of use and return.

## 11. BILLING:

### 11.1 Billing Process:

- 11.1.1 GTPLKCBPL shall provide services to the LCO on prepaid basis.
- 11.1.2 LCO shall ensure that the applicable laws, rules and regulations relating to taxes are complied with and shall be responsible for payment of tax liability on his billing.
- 11.1.3 The LCO, shall receive the payment of the subscription fee and all other charges paid by the subscribers.
- 11.1.4 The LCO shall acknowledge receipt of payment made to it by the subscriber and ensure that the same is updated in the subscriber management system through its LCO Portal.
- 11.1.5 In addition to and/or in lieu of the payment option made available to the Subscribers of LCO in terms of Clause 8.12 above, the LCO shall, at the option of GTPL KCBPL, avail and make available to its subscriber an independent 3rd party / white labelled online billing platform through which subscriber shall have the option to pay online for the cable services being availed by it to the LCO. The LCO shall open its merchant account with such 3rd party payment gateway as suggested by GTPL KCBPL for direct access to its fees accruing to it in terms of this Agreement. Where any payment is made by the Subscriber using the afore-stated platform, it shall be the responsibility of the LCO to ensure that necessary arrangements are made with the independent online payment gateway such that upon payment of bills by a Subscriber of the LCO, the corresponding monies owed by the LCO to GTPL KCBPL under this Agreement, including but not limited to the charges payable to the Broadcaster, are remitted through the said independent online payment gateway forthwith to the designated account of GTPL KCBPL. It shall be the sole responsibility of the LCO to ensure that the subscriber package corresponding to any such payment shall stand activated upon completion of such payment by a Subscriber.
- 11.1.6 It is however clarified and agreed that GTPL KCBPL shall determine maximum requisite charges payable by the Subscribers to the LCO for availing the Services in compliance with applicable law, which shall inter-alia include Activation/Re-activation charges, Re-location charges and Equipment Charges or any other charges for facilities, services and activities as may be determined by GTPL KCBPL and mutually agreed between GTPL KCBPL and the LCO to be provided by the LCO to its Subscribers in the Territory, including without limitation, any commercial terms inter-se between GTPLKCBPL and LCO corresponding thereto.

### 11.2 Payment/Collection process:

- 11.2.1 LCO shall maintain a payment wallet or such other payment arrangement as may be determined by GTPL KCBPL and made available on LCO Portal, from time to time ("Payment Wallet"), with GTPL KCBPL, towards all amounts payable by LCO to GTPL KCBPL as per the terms of this Agreement, including but not limited to (i) the charges payable to the broadcasters for its channel by Subscribers of the LCO; (ii) revenue settlements mutually agreed between the Parties under this Agreement encompassing network capacity fees and distribution fees; (iii) all applicable taxes; and (iv) such other fees, costs, charges, indemnities, liabilities and expenses agreed to be paid by the LCO to GTPL KCBPL under or in accordance with the terms and conditions of this Agreement (collectively "LCO Dues").
- 11.2.2 LCO shall always maintain adequate balance in its Payment Wallet for enabling timely recharge and continued activation of the services, including the package of channels availed by the

Subscribers of LCO before expiry of their payment period so that the services to the Subscribers are not suspended and/or interrupted.

- 11.2.3 For maintaining the balance in Payment Wallet, LCO shall make the due amount (including all the taxes and duties especially GST as per applicable rates) to GTPL KCBPL through Cheque/DD/RTGS or in any other mode as agreed between the parties.
- 11.2.4 Notwithstanding receipt or otherwise by an LCO of requisite payment from a Subscriber, LCO shall, for the purposes of ensuring continued activation of relevant channels/package being availed by such Subscriber, be solely responsible for ensuring that all necessary payments towards recharge and continued activation are made available on the Payment Wallet before expiry of the billing cycle of such Subscriber, through payment on LCO Portal.
- 11.2.5 GTPL KCBPL shall debit the Payment Wallet of LCO maintained on LCO Portal at the time of recharge of a Subscriber account, towards LCO Dues.
- 11.3 LCO shall update the details of the subscription amounts and all other charges realized from each of its Subscribers in the Territory, in the SMS, through use of LCO Portal, within 24 hours from the collection.
- 11.4 **LCO shall ensure compliance with the following obligations with respect to invoicing and collection from the Subscribers:**
- 11.4.1 LCO shall issue and deliver its invoice on Subscribers, utilizing the information and form generated and made available by GTPL KCBPL on LCO Portal. LCO acknowledges and agrees that the information generated by GTPL KCBPL on LCO Portal relies on the billing and charges information provided by the LCO to GTPLKCBPL from time to time and after accounting for any payments effected by the subscribers of the LCO in terms of Clause 8.12 of this Agreement. It is clarified and agreed between the Parties that GTPL KCBPL shall not be responsible for any wrong information supplied by LCO to GTPL KCBPL and in such a case, LCO shall be solely responsible and liable for any and all ensuing consequences, including resultant claims.
- 11.4.2 LCO shall be solely responsible for ensuring that its invoice to the Subscribers is issued in compliance with the QOS Regulations.
- 11.4.3 LCO shall acknowledge payment (with respect to all the charges) from the Subscribers and update the SMS through LCO Portal accordingly. In addition, LCO shall issue receipt to the Subscribers (generated through SMS using LCO Portal) for all the payment receipt from them.
- 11.5 **Covenants of LCO :**
- 11.5.1 LCO to inform immediately Goods & Services Taxpayer Identification Number ("GSTIN") if applicable. If due to non-compliance by the LCO for the provisions of GST Act and rules enacted thereunder (which inter-alia, includes non-registration or providing any details of GSTIN or paying of the tax, incorrect / incomplete / non-compliance on behalf of the LCO), if GTPL KCBPL incurs any loss or penalty, then the LCO shall indemnify GTPL KCBPL and its directors, officers, employees and agents for all such loss and/or penalty levied upon GTPL KCBPL for such non-compliance and the cost of litigation.
- 11.5.2 The harmonized system of nomenclature ("HSN") code of goods/services supplied under this Agreement shall be mentioned by GTPLKCBPL on requisite documents.
- 11.5.3 In case, GTPL KCBPL uploads the GST details of the LCO (as



provided by the LCO), and the same is disputed/or is litigated with GTPL KCBPL by the Tax authorities, in such a case LCO undertakes and agrees to indemnify GTPL KCBPL and its directors, officers, employees and agents for any tax liability and other related interest, penalties and cost of litigation etc. payable by GTPL KCBPL to Tax authorities / court/tribunal.

11.5.4 Provided further that in case the input tax credit to the LCO is not allowed to the LCO due to his non-provision of the correct details to GTPL KCBPL, GTPL KCBPL shall not be responsible for such non-allowance to LCO.

11.5.5 It is further agreed that if any proceedings are initiated against any party under any law including the GST Laws, the Parties agree that it shall co-operate with the other Party and shall provide all the information as may be reasonably required for such proceedings.

11.5.6 The Parties agree that non-registration by LCO under the GST Laws or suspension or cancellation of such registration does not preclude GTPL KCBPL from charging the applicable GST under this Agreement and the LCO shall be liable to pay such GST, regardless of its GST registration. The LCO undertakes and agrees the LCO is responsible for timely submission of GSTINs and other details as required and non- submission of GSTINs will be construed as non-registered under GST laws and the LCO shall have no claim against GTPL KCBPL for non-provisioning of GSTINs or late submission of GSTINs.

11.5.7 The Parties hereby further agree to execute appropriate addendum/amendments to the terms of this Agreement in order to incorporate the provisions of Goods & Service Tax Act/Rules/Laws (GST Laws) (if required) in order to comply with the provisions of GST Laws.

11.5.8 It is clearly understood and accepted by each Party that each Party shall be responsible for its respective compliances and payment of tax under GST law and the Entertainment Tax laws and that for the services provided by the LCO to its Subscribers in the Territory, the responsibility of compliances under GST law, Entertainment Tax Law including payment of taxes to the appropriate authority will lie on the LCO and not on GTPLKCBPL.

#### **11.6 Discount / Incentives :**

11.6.1 GTPL KCBPL reserves the right to introduce any discounting schemes and /or incentives from time to time and LCO shall, subject to strict compliance with applicable terms and conditions of such schemes and/or incentives, be entitled to avail the same.

#### **12. REVENUE SETTLEMENT BETWEEN THE LCO AND GTPL KCBPL AND RELATED RIGHTS AND OBLIGATIONS**

12.1 The revenue settlement between the LCO and GTPL KCBPL shall be as per Annexure-5.

12.2 GTPL KCBPL shall issue monthly invoice to the LCO towards dues payable by the LCO for revenue settlement and such invoice will clearly specify the current payment dues and arrears, if any, along with the due date of payment which shall not be less than seven days. The invoices will be uploaded at the SMS, which can be accessed by the LCO by login for viewing the invoices as well as taking printouts of the same. Alternatively, the LCO may collect the invoices from the respective branch office of GTPL KCBPL. The amounts raised in the invoice shall be payable on or before the due date as mentioned therein. The LCO acknowledges and agrees that in the event of disputes, if any, with respect to the invoices, the LCO shall raise the same within a period of seven days from the date the invoices are uploaded on the LCO Portal, i.e. GTPL Saathi.

12.3 The LCO shall update the details of the subscription amount realised from the subscriber, in the SMS within 7 days from the due date.

12.4 Any change in the rate of the monthly subscription charges shall be informed by GTPLKCBPL, time to time, by uploading it in the SMS and/or through the representatives in the branch office of GTPL KCBPL.

#### **13. DEFAULTS:**

13.1 Without prejudice to such rights and remedies that the Parties may have in law or under the provisions of this Agreement, in the event of any delay or failure by GTPLKCBPL or the LCO, as the case may be, to make payments of dues on or before the respective due dates, the LCO or GTPLKCBPL, as the case may be, shall have the right:-

13.1.1 to disconnect the services subject to the compliance of the applicable rules, regulations, directions or orders of the Authority;

13.1.2 terminate this Agreement, subject to compliance of the applicable laws in force

13.1.3 to charge a simple interest at the rate 2% over and above of the base rate of interest of the State Bank of India from the date such amounts became due until those are fully and finally paid;

13.2 In cases where any of the Parties has failed to make payment on or before due date for three consecutive months in the past, the other Party shall have right to demand the interest free security deposit which shall not exceed average of immediately preceding 6 months billing amounts and the same shall be maintained for the remaining term of the agreement.

13.3 Upon disconnection of the service as mentioned in clause 13.1 above, whether accompanied by termination of this Agreement or not, the defaulting Party shall be liable to deposit forthwith all sums payable by it. In the case of termination, accounts shall be settled within thirty days and for delayed payments, either Party shall be liable to pay simple interest at the rate 2% over and above of the base rate of interest of the State Bank of India.

#### **14. UNDERTAKINGS:**

14.1 Each Party shall recognize the exclusive ownership of the property owned and installed by the other Party and shall not have or claim any right, title or interest or lien of whatsoever nature.

14.2 Nothing contained herein shall constitute either Party as the agent or partner or the representative of the other for any purpose and neither Party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other Party and the relationship between the GTPL KCBPL and the LCO shall remain on "Principal to Principal" basis.

14.3 It is expressly understood by the Parties that " " logo(s) is a Registered Trade Mark of GTPL KCBPL and the LCO shall use the said logo only during the currency of this Agreement for the benefit of the cable television networking business of the GTPL KCBPL. Consent of the GTPL KCBPL is hereby given to the LCO to use the said logo, to the extent of or in connection with the business of the GTPLKCBPL.

14.4 It is expressly understood by the Parties that " " logo(s) is a Registered Trade Mark of the LCO, and GTPL KCBPL shall use the said logo only during the currency of this Agreement for the benefit of the cable television networking business of the LCO. Consent of the LCO is hereby given to GTPL KCBPL to use the said logo, to the extent of or in connection with the business of the LCO.

- 14.5 It is clearly understood and accepted by each Party that it shall have no right to use any intellectual property of the other on its Cable TV service or otherwise on or after the withdrawal by the other Party of its consent for such uses.
- 14.6 In case the LCO or GTPL KCBPL, as the case may be, decides to transfer its interest in respect of its business of providing Cable TV Service to any other party / person (third party), in whole or in part, the LCO or GTPL KCBPL, as the case may be, shall give prior notice to GTPL KCBPL or the LCO. One Party shall not have any objection to such transfer if the other Party has complied with its obligations under this contract and has paid all its dues. Provided, however, that such third party shall sign and execute a deed of adherence to the terms & conditions of this Agreement and other undertaking/ bonds to the satisfaction of GTPL KCBPL or the LCO, as the case may be, in order to give effect to the provisions of this Agreement.
- 14.7 The LCO shall maintain and continue to maintain its Postal Registration Certificate renewed from time to time in accordance with the Cable TV Networks (Regulation) Act, 1995 and comply with the terms and conditions of the registration certificate issued by the Postal Authority.
- 14.8 GTPL KCBPL shall maintain and continue to maintain its Registration Certificate renewed from time to time in accordance with the Cable TV Networks (Regulation) Act, 1995 and comply with the terms and conditions of the registration.
- 14.9 GTPL KCBPL and its affiliates / subsidiaries / JVs / holding company shall ensure that within the Territory of the LCO all cable set top boxes including hybrid set top boxes shall be seeded/installed only after tagging such STB to the LCO in LCO Portal. LCO shall ensure that all his cable home's shall be mapped in a mobile app provided by GTPLKCBPL.
- 14.10 Both the Parties shall comply with the Programme Codes and Advertising Codes prescribed in the Cable Television Network Rules, 1994, as amended from time to time.
- 14.11 Both the Parties shall comply with the laws for the time being in force in India, as applicable to them.
- 15. PREVENTION OF PIRACY:**
- 15.1 The Parties shall not indulge or allow any person to indulge in Piracy or in reverse engineering any technology used in the Hardware or any component thereof nor shall they use the Hardware to be connected to any equipment for setting up a mini head-end for retransmission of the signals generated from the same.
- 15.2 Signal to any subscriber shall be disconnected by GTPL KCBPL or the LCO, as the case may be, after giving due notice as required under applicable regulations, if found to be indulged in or abetting any Piracy.
- 16. DISCLAIMER AND INDEMNITY:**
- 16.1 In no event, GTPL KCBPL shall be liable to the LCO for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any Programme or information or for any indirect or consequential loss or damage, which is not attributable to any act of GTPLKCBPL.
- 16.2 In no event, the LCO shall be liable to GTPL KCBPL for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the

Service or for any inconvenience, disappointment or due to deprivation of any Programme or information or for any indirect or consequential loss or damage, which is not attributable to any act of the LCO.

- 16.3 LCO shall indemnify GTPL KCBPL for all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the LCO or due to termination of the Agreement or suspension of the Service due to LCO's breach.
- 16.4 GTPL KCBPL shall indemnify the LCO for all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of GTPL KCBPL or due to termination of the Agreement or suspension of the Service due to GTPLKCBPL's breach.

**17. GOVERNING LAW AND DISPUTE RESOLUTION:**

As mandated by the Telecom Regulatory Authority of India Act, 1997, the Parties shall not institute any suit or seek injunction or interim orders in any court or judicial tribunal/ authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("TDSAT"). The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

**18. FORCE MAJEURE:**

- 18.1 Failure on the part of GTPL KCBPL or the LCO to perform any of its obligations, shall not entitle either Party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfilment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the Authorities or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either Party to the other, on expiry of one month from the date of such notice.

- 18.2 Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

**19. NOTICES:**

- 19.1 Any notice to be served on any Party by the other shall be deemed to have been validly sent if sent by Registered Post Acknowledgement Due (RPAD) or speed post service of Department of Post, Government of India or by hand delivery/courier service duly acknowledged at the address mentioned in the beginning or at such

other changed address as the Party may inform and the date of receipt of such notice shall be the date of receipt by the other Party or 7 days from the date of dispatch of the notice by RPAD, whichever is earlier.

19.2 Any other communication or intimation by GTPL KCBPL to the LCO, may be provided through the WebApp accessible by the LCO through a secured Login or by courier, or by email or facsimile or an update through a mobile message.

**20. RESTRICTION ON TRANSFER:**

20.1 The either Party shall not remove, sell, assign, mortgage, transfer/sublet and encumber all or any part of the network which belongs to the other Party. If the Party indulges in any of the above-mentioned acts, the said acts shall be illegal and void ab-initio and the Party shall also be liable for any action under the applicable law.

**21. CONFIDENTIALITY:**

21.1 The Parties shall keep in strict confidence, any information received by one from the other while participating in the affairs/business of each other and shall not disclose the same to any person not being a party to this Agreement.

21.2 The Parties shall also bind their employees, officers, advisors,

associates, contractors, agents, authorized persons and other similar persons to whom the above-mentioned information may be disclosed, to the obligations of confidentiality.

21.3 The Parties hereby agrees that the confidential information can be disclosed to the statutory authority on demand by such authorities.

**22. MODIFICATIONS:**

22.1 The Parties agree that in the event there is any change in the applicable regulatory framework, then the Parties shall amend the MIA or execute fresh MIA to comply with such change in the regulatory framework within the period prescribed by the applicable authority.

22.2 The Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement, including Addendum Agreements, Annexures, Schedules or any other document, called by whatever name, but executed in relation to this Agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties.

**23. BINDING EFFECT:**

This Agreement modifies all prior understanding of the Parties as to the subject matter thereof and shall not be amended except in writing by both the Parties. Any other understanding between the Parties (if any) with regard to any other matter or any accrued rights and obligation of the Parties not covered under this agreement, if any, shall continue to be in full force and effect.

**IN WITNESS WHEREOF** the Parties have set and subscribed their respective hands to this Agreement on the date and year appearing hereinabove.

Signed on behalf of **GTPL Kolkata Cable And Broadband Pariseva Ltd.,**

Signed on behalf of the **LCO**

( \_\_\_\_\_ )

**Name :** <name>  
**IP :** <IP>  
**Date Time:** <dateTime>

In the presence of

1.....

2.....

FOR GTPL KCBPL

In the presence of

1.....

2.....

FOR LCO

**Note:** The self-attested copies of power of attorney/authorization letter, whereby the signatories of this agreement have been authorised to sign and execute this agreement by the Parties, shall be attached with this agreement.



## SCHEDULE DEFINITIONS AND INTERPRETATIONS

### A. DEFINITIONS:

In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

- (a) "Act" means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997), as amended from time to time;
- (b) "Addressable System" shall have the same meaning as assigned to it in the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems), Regulations, 2017, as amended from time to time;
- (c) "Authority" means the Telecom Regulatory Authority of India established under sub section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);
- (d) "Basic Service Tier" means a bouquet of free to air channels as referred to in the Tariff Order..
- (e) "Bouquet" or "bouquet of channels" means an assortment of distinct channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly;
- (f) "Broadcaster" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, uplinking permission or downlinking permission, as may be applicable for its channels, from the Central Government, provides programming services;
- (g) "Cable service or cable TV service" means the transmission of Programmes including retransmission of signals of television channels through ;
- (h) "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;
- (i) "Customer Care Centre" means a department or a section or a facility established under QoS regulations;
- (j) "CTN Act" means the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), as amended from time to time.
- (k) "Encryption or encrypted" in respect of a signal of cable television network, means the changing of such signal in a systematic way so that the signal would be unintelligible without use of an addressable system and the expression "unencrypted" shall be construed accordingly;
- (l) "Free To Air channel" shall have the same meaning as assigned to it in the Tariff Order.
- (m) "Hardware" means a multi-system operator approved set top box to enable the decryption of signals of Channels transmitted in encrypted form, the remote and other associated components and accessories.
- (n) "Headend" means a facility that contains satellite receivers, modulator, compression equipment, multiplexes, and conditional access facilities, other transmission equipments and has antennas which receive signals from Satellite and/or from local studio for retransmission to subscribers directly or through linked LCOs;
- (o) "Interconnection Regulation" means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems), Regulations, 2017,
- (p) "Manual of Practice (MoP)" means the Manual of Practice referred in the QoS Regulation;
- (q) "Nodal Officer" means the officer appointed or designated by the multi-system
- (r) "Pay Channel" shall have the same meaning as assigned to it in the Tariff Order;
- (s) "Piracy" means unauthorized reception, retransmission or redistribution of Cable TV Signal by any person by any means and modes including but not limited to any alteration, tampering of the seal or any component or accessory thereof or misuse, replacement, removal and/or shifting of Hardware or any use, either

before or after the set top box, any decoding, receiving, recording

equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of trade mark and copyright of GTPL KCBPL or the LCO as the case may be;

- (t) "Programme" means any television broadcast and includes;
  - (i) exhibition of films, features, dramas, advertisements and serials;
  - (ii) any audio or visual or audio-visual live performance or presentation and the expression "programming service" shall be construed accordingly;
  - (u) "QoS Regulation" means the Telecommunications (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017
  - (v) "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 channel.;
  - (x) "Smart Card" means the card duly approved by the multi-system operator as part of the Hardware, which enables the subscriber to gain access to the Cable TV signals of Channels.
  - (y) "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 channel 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. "For removal of doubts, it is clarified that each set top box installed at the premises would constitute a subscriber."
  - (z) "Subscriber management system or SMS" means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets of channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period;
  - (za) "Tariff Order" means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017
  - (zb) "Trunk Line" means the coaxial/optic fiber cable network and other allied equipment such as receiver nodes, amplifiers, splitters etc. owned and installed by the multi-system operator or its associate companies for the purpose of transmitting Cable TV Signal to various LCOs till the receiving end of various LCOs, including the LCO, to enable them to re-transmit the Cable TV Signal to respective subscribers;
- All other words and expressions used in this interconnection agreement but not defined, and defined in the Act and rules and regulations made thereunder or the CTN Act and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

### B. INTERPRETATION:

In this Agreement, unless the context otherwise requires:

- (a) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders unless the context otherwise requires;
- (b) The word "person" shall include individuals, corporations, partnerships, association of persons and any other entities;
- (c) Any references to article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-

- clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;
- (d) References to a "month" are to a calendar month;
  - (e) Headings and titles are for ease of reference only and shall not affect the interpretation of this agreement and in no way be read to give a construction not harmonious with the interpretation of various

- f) clauses of this agreement done otherwise independent of the title. Any reference to law, regulations, statutory provision, order, guideline, policy, etc. includes references to such law or regulations or provisions, order, guidelines, policy etc. as modified, codified, amended or re-enacted from time to time.

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**ANNEXURE - 1**  
**Territory / Area(s) of Operation**

The Territory/Area(s) of operation of the LCO for the purpose of this Agreement is/are:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

**ANNEXURE – 2**  
**List of Sub-Operators affiliated with the LCO**  
**(Reference Clause 9.14)**

**ANNEXURE - 3**  
**Execution Requirements**  
**(Reference Clause 9.15)**  
(Please tick mark where necessary)

- 1. If the LCO is an Individual or a sole Proprietor**
- (i) Photograph of the proprietor of the Operator
- (ii) Proof of residence – Passport / Voter's ID Card / ration card / Electricity bill / Income Tax Returns of the proprietor
- (iii) Proprietor's self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification
- (iv) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number
- 2. If the LCO is a Partnership firm**
- (i) Certified true copy of the registered Partnership Deed
- (ii) 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 Operator
- (iii) Photograph of the signatory
- (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory
- (v) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No. and Entertainment Tax Registration Number
- 3. If the LCO is a Company**
- (i) The Certificate of Incorporation – certified by the Company Secretary / Director
- (ii) Memorandum and Articles of Association of the company
- (iii) Board resolution certified by the Company Secretary / Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the company
- (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory
- (v) Photograph of the signatory
- (vi) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number
- 4. If the LCO is a Hindu Undivided Family "HUF"**
- (i) The photograph of the Karta
- (ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns
- (iii) The names of all coparceners and his/her relation with the Karta
- (iv) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
- (v) Copy of Passport / Voters ID / PAN Card / Driving Licence for signature verification attested by the Karta
- (vi) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number
- 5. If the LCO falls into the "Other" category**
- (i) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number
- (ii) Such documents as may be required by Us.



**ANNEXURE – 4**  
**Subscriber Application Form**  
*(Reference Clause 10.2)*

**ANNEXURE – 5**

*(Reference Clause 12.1)*

**The Revenue Settlement / Commercials will be decided by the Company in adherence to the TRAI Regulations from time to time and published in the website of the company and LCO Portal.**

**GTPL KCBPL** 

**GTPL Kolkata Cable And Broadband Pariseva Ltd.**

**Regd. Office :**

86, Golaghata Road, Ganga Apartment, 6th Floor, Kolkata-700048

DAS License No. 9/601/2015-DAS GST Reg. No. 19AACCK8385M1ZQ