

AGREEMENT

This Agreement is made at New Delhi on this _____ day of _____, 2006 between

PRASAR BHARATI, (represented by Shri,Chief Engineer, AIR Resources, Directorate General: All India Radio) a statutory body established under the Prasar Bharati Act, 1990, having its principal office at P.T.I. Building 2nd floor, Sansad Marg, New Delhi-110 001 (India) (hereinafter referred to as **Licensor**) of the ONE PART which expression includes his successor and assigns.

AND

M/s -----, a company incorporated under the Companies Act, 1956 having its registered office at -----through Shri ----- (hereinafter referred to as **Licensee**) of the SECOND PART which expression includes his successor and assigns.

WHEREAS the Licensor is engaged in radio and television broadcasting and owns and possesses certain infrastructure for the said purpose;

AND WHEREAS the Government of India has in the year 2005 invited bids for allotment of FM Radio Channels and the Licensee has successfully bid for a FM Channel at _____ consequent where to a Letter of Intent has been issued to it by the Government of India.

AND WHEREAS in terms of the Private FM Radio Policy (Phase- II) announced by the Government of India, successful bidders have to co-locate transmission facilities with existing infrastructure of the Licensor and common facilities have to be integrated by M/s. Broadcast Engineering Consultants India Limited (hereinafter referred to as **BECIL**). In the circumstances the Licensee has requested the Licensor to permit it to avail of its infrastructure facilities i.e. Tower aperture, Open space (Land)/ Covered space (Building) & other facilities situated at _____ (hereinafter referred to as the **Licensed Infrastructure**).

AND WHEREAS the Licensor has agreed to make the above said licensed infrastructure (as detailed at Para 3) available to the Licensee on the terms and conditions as contained hereinafter, within 30 (Thirty) days of signing of this agreement:

IT IS AGREED BETWEEN THE PARTIES AS UNDER:

1. DEFINITIONS:

1.1. For the purpose of this agreement, unless the context otherwise requires

- (i) **Common Transmission Infrastructure (CTI)** shall mean and include the Antenna, Combiner, RF Cable, Power Supply, and such other facilities to be installed on the licensed infrastructure and shared between the various letter of intent/Permission holders of FM Channels and Prasar Bharati (wherever applicable).
- (ii) **Common area** shall mean the land and building utilized by various Licensees for the installation and utilisation of CTI.

2. TERM

This agreement shall come into force from the date of its execution and shall be valid upto a period of ten years from the date of operationalisation of the FM channel allotted to the Licensee.

3.0 CONSIDERATION

3.1 The Licensee shall pay annual License Fee in advance and for the first year at the time of signing of this agreement to the Licensor for the use of the licensed infrastructure as per details given below:

S.No.	Licensed Infrastructure	RATE	QUANTITY	LICENSE FEE@ PER ANNUM
A	Tower	Rs....lacs per annum	ONE	Rs.....
B	Open space	Rs.... /- per sq.mt. per annumSq. mtr.* (As per layout plan submitted by BECIL)	Rs.....**
C	Covered space #	Rs.... /- per sq.mt. per annumSq. mtr.* (As per layout plan submitted by BECIL)	Rs.....**
D	Common facilities	Rs 1.0 lakh per annum	LS	Rs 1.0 lakh
E	Antenna #	Rs lakh per annum	ONE SET	Rs lakh
F	Taxes(If applicable)	@ %		Rs.
	TOTAL (A+B+C+D+E+F)			Rs.

(# Strikeout whichever is not applicable.)

* This includes common area on shared basis among the Private Broadcaster.

** The license Fee/ Security deposit is subject to change and balance license Fee/ Security deposits shall be payable/ refundable as per the final measurements which shall be determined/ measured jointly by M/s BECIL and AIR/DDK authorities after completion of Installation.

@ Licence Fee in respect of S.NO. A, B and C will be in accordance with the rates prescribed/approved by Prasar Bharati/Government for different categories of cities (to be notified separately).

Note: The licensee shall also pay taxes wherever applicable from time to time

3.2 The annual License Fee shall be increased by :

- 10% after every two years for Open/Covered space, and Common facilities.
- 2.5 % after every year for Tower.

3.3 For the purposes of effectiveness of the payment under this agreement, the first year shall be deemed to commence from the date the Tower aperture and Open space/Covered space respectively, is made available to the Licensee or BECIL on behalf of the Licensee.

3.4 Subsequent payment of License Fee (with specified increment) will become due every year after completion of twelve months as advance Rental for the next year. The payments for

which will be made within 15 days of becoming due failing which interest is chargeable @ prevailing SBI PLR + 2 % per annum

- 3.5 All payment shall be made in favour of "Prasar Bharati, N. Delhi" through a Demand Draft drawn on a Scheduled Bank payable at par at N. Delhi.

4. SECURITY DEPOSIT

In addition to the License Fee the licensee shall also pay to the Licensor an amount equal to one years licence fee by way of security deposit which shall be refundable to the Licensee without any interest on termination of this agreement. The Security amount shall be paid on or before signing of this agreement in the manner specified in 3.5 above.

5 RESPONSIBILITIES OF THE LICENSOR

- 5.1 To allow the Licensee to carryout installation works of transmitter, its associated equipment and integration of CTI, for at least six continuous hours between sunrise and sunset each day subject to programme exigencies as per parameters indicated regarding CTI and Programme link by BECIL and transmitter etc. by Licensee.
- 5.2 Licensor agrees to allow Licensee or BECIL on its behalf to carry out civil works without restriction which does not interfere with Licensor's transmission facilities by following the entry security norms.
- 5.3 To maintain and repair the tower aperture from time to time at its own cost in order to ensure that the tower aperture is in a proper condition and fit for the purpose intended during the term.
- 5.4 To ensure that taxes, if any, in respect of the licensed infrastructure are duly paid.
- 5.5 To carryout major repairs of licensed building at its own cost (wherever applicable).
- 5.6 To provide any required No objection Certificate related to licensed infrastructure after all deposits/license fee are paid to the Licensor.

6 RESPONSIBILITIES OF THE LICENSEE

- 6.1 The Licensee shall not object in any manner to the Licensor running its broadcasting services by using CTI and the Licensor shall not pay any charges for usage of the same including initial costs and recurring costs wherever RF chain of Licensor is required to be combined.
- 6.2 To use the infrastructure given on license basis to it exclusively by itself and only for the purpose for which the Agreement has been signed. Such use shall not be permitted to any third party who is not a signatory to this agreement.
- 6.3 To obtain prior written consent of the Licensor to carryout :
- i. Maintenance or repair of Antenna/RF Cable/ASF* /Combiner* (* strikeout wherever not applicable).

ii. Any Additional Construction.

- 6.4 To obtain all permissions as may be required from local bodies for construction/ modification and pay all dues and taxes thereof.
- 6.5 To make its own provision for getting power supply from the appropriate authority and pay initial cost and subsequent electricity bills from time to time.
- 6.6 To comply at all times with all applicable laws, rules and regulations including the technical parameters and standards for transmission.
- 6.7 To maintain at its own cost the building constructed on the land licensed to it and fixtures attached to it.
- 6.8 To provide necessary RF filters in the RF chain, for removing the interference/ intermods if any observed on account of Licensee's transmission in AIR/DD/ IGNOU services to the entire satisfaction of the Licensor.
- 6.9 To remove its superstructure and fixtures at its own costs and re-deliver the possession of the Licensed infrastructure in proper condition to the Licensor on the termination of this agreement.

7. IT IS AGREED BY BOTH THE PARTIES THAT:

- 7.1 All CTI equipment wherever combined with licensor's RF chain shall have a lock-in period which shall commence from the date of the execution of this agreement and remain valid for a period upto ten years from the date of operationalization.
- 7.2 The Licensor shall not be liable for any loss that may be suffered by the Licensee on account of delay in the installation/integration/ operationalization of any equipment.
- 7.3 The Licensee shall be solely responsible for the safety and security of its equipment and personnel (whether employees, agents or others) within the Licensor's premises at all times and the Licensor shall not be liable under any circumstance for payment of any losses or damages in respect of any claim raised by any employee or representative of the Licensee or any person having dealings with the Licensee.
- 7.4 That licensor will allow the peaceful and quiet use of the licensed infrastructure to the licensee for the term of this agreement. However, in the event of an emergent or technical necessity, the Licensor shall have the right to disallow the use of licensed infrastructure to the Licensee. The Licensor shall inform the Licensee about the emergent and technical necessity in advance, to the extent possible. However the Licensor shall not be liable to pay any penalty or damages for any such non-provision. The decision of the Licensor in this regard shall be final.
- 7.5 The permission granted by this agreement constitutes a bare licence to use and no right, title or interest in the Licensed infrastructure is transferred thereby to the Licensee. The ingress to and egress from the Licensed infrastructure shall remain in the ultimate control of the Licensor.

- 7.6 The Licensor and/or any of its employee shall have the right to inspect the on site broadcasting infrastructure (e.g. link equipment and system transmitter complex) including the licensed infrastructure at any time without any notice for bonafide purposes.
- 7.7 In the event the Licensee does not remove its effects except as provided in para 7.1 from the site on the termination of this agreement, Licensee shall be liable to pay damages quantified at five times the annual rent per sq. mtr. on pro-rata basis.
- 7.8 In case the common Antenna is also used by the Licensor and/or Antenna Switch Frame (ASF) Panel is located along with the Licensee's equipment, ASF Panel will be segregated and a see-through partition will be put with an access door from outside, with a provision that the combined RF output of AIR / IGNOU coming from existing FM transmitter building can be directly patched to Antenna Switch Frame. A nodal representative of the licensee shall be identified for coordination with the Licensor/ its representative to attend faults in CTI shared with Licensor.
- 7.9 The stamp duty and expenses on registration of this agreement shall be borne by the Licensee.
- 7.10 The requirement of shut down or reduced power operation of services as may be required for repair/replacement works shall be decided on case to case basis by Licensor in consultation with Licensee.

8 FORCE MAJEURE

If at any time, during the continuance of this license, the performance of any obligation either in whole or in part by any party is prevented or delayed, by reason of war, hostility, acts of enemy, civil commotion, sabotage, fire, flood, act of State, explosion, epidemic, quarantine restriction, strikes materially affecting the performance of any obligations of affected party, or act of God or any other cause beyond its control (all or any of these hereinafter referred to as "**Force Majeure Event**"), neither party shall, by reason of such Force Majeure Event be entitled to terminate this Agreement, nor shall either party have any claim for damages against the other, in respect of such non-performance or delay in performance provided a notice of such happenings of any such Force Majeure Event is given by the affected party to the un-affected party within 21 days from the date of occurrence thereof.

9 INDEMNITY

The Licensee hereby agrees to indemnify and keep the Licensor indemnified from and against all expenses, damages, claims, suits, actions, judgements, costs, proceedings, prosecutions, order of attachments etc. arising out of any negligence or breach of this agreement by the licensee or arising from any broadcast made by it or any act of omission or commission on its part. This clause shall survive the termination or expiration of the AGREEMENT.

10 TERMINATION

- 10.1 The Agreement may, at the option of the Licensor be terminated if the Licensee commits any material breach of this agreement and does not remedy the same

within 45 days of receipt of a notice from the Licensor. In the event of termination of the License, the Licensee shall not be entitled to refund of advance license fee for the unexpired period of the year for which the license fee was paid.

- 10.2** The agreement shall automatically stand terminated if:
- a. the grant of permission agreement executed between the Licensee and the Government of India is terminated;
 - b. the SACFA clearance/frequency authorisation issued by WPC in favour of the Licensee is revoked.

- 10.3** For termination of this agreement by the Licensee, not arising from breach of terms of this agreement by the Licensor, the Licensee shall either give an advance notice of three months or pay an amount equivalent to three months' license fee in lieu of the notice to the Licensor. In the event of failure to deposit the license fee, the Licensor shall have the right to recover the same from the security deposit amount.

11 AMENDMENT TO THE AGREEMENT

This agreement reflects the complete understanding between the parties and shall not be changed or modified except by written instrument duly signed by the parties to the agreement.

12 ARBITRATION

Any dispute or difference arising with regard to any aspect of this AGREEMENT shall be endeavoured to be settled in the first instance through mutual consultation to be held between the parties to the AGREEMENT. In case, the difference or dispute cannot be settled through such consultations, then the same shall be settled finally by arbitration under the provisions of the Arbitration and Conciliation Act, 1996. It is further agreed that the Arbitration shall be conducted at New Delhi by a sole arbitrator to be nominated by the Secretary, Ministry of Information & Broadcasting, Government of India and the award so rendered shall be final and binding on both the Parties.

13 JURISDICTION

All disputes between the parties shall be subject to the exclusive jurisdiction of Courts at Delhi.

IN WITNESS WHEREOF the parties hereto have hereinto set their hands to this Agreement on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY

(R. R. Prasad)
Chief Engineer, AIR Resources

(For Prasar Bharati)

(.....)

General Manager

For & on behalf of M/s

(executed in pursuance of Board Resolution No.dated)

In the presence of:

(I. S. MEHLA)

General Manager (Commercial),

AIR Resources, The Licensor,

Akashvani Bhavan,

Parliament Street,

New Delhi-110001.

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