

भारत सरकार
GOVERNMENT OF INDIA
सूचना और प्रसारण मंत्रालय
MINISTRY OF INFORMATION & BROADCASTING
'ए' विंग शास्त्री भवन, नई दिल्ली - 110 001
'A' Wing Shastri Bhawan, New Delhi - 110 001

सं./No.

तारीख 23.12.2008
Date

To,

As per list enclosed.

Subject: - Strict compliance of the Terms and Conditions of Grant of Permission Agreement.
(GOPA).

Sir/Madam,

Kind attention is invited to the Grant of Permission Agreement. (GOPA) signed between the Ministry of Information and Broadcasting, Government of India and the Permission Holders for operating FM Radio Broadcasting Service (Phase-II). It has been observed that while most of the Companies are following various Clauses of GOPA scrupulously, some of the Companies have to be reminded repeatedly by inviting attention to various Clauses of GOPA as they are not adhering to these clauses and delaying the payment of License fee and submission of other documents/reports. In order to avoid such happenings in future, attention of Permission Holders is again invited to the following clauses of GOPA :-

- 3.1 The Permission Holder shall pay an Annual Fee to the Grantor every year, charged @ 4% of Gross Revenue of its FM radio channel or 10% of the Reserve OTEF for the city, whichever is higher. Annual Fee shall be paid on a quarterly basis in four equal installments. For this purpose, four quarters shall be tri-monthly periods ending 30th June, 30th September, 31st December and 31st March respectively. Instructions of Clause 3.2 shall be observed while calculating the gross revenue for this purpose. The Permission Holder shall be required to pay advance quarterly installment within 15 days of each quarter.
- 3.4 Once the final fee for the financial year is determined on the basis of Gross Revenue share formula, and is found to be higher than 10% of the Reserve OTEF for the city, the Permission Holder shall pay the balance in one lump sum within a period of one month from the date of such determination and in any case not later than 30th September of the following year.

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- 3.5 From the second year onwards, the Permission Holder shall pay advance Annual Fee @4% of gross revenue of the previous year or the last year for which the gross revenue has been determined or 10% of reserve OTEF, whichever is higher, within the first fortnight of each quarter, and balance due of final annual fee by 30th September each year.
- 3.6 The permission holder shall maintain the validity of the Bank Guarantee throughout the currency of the permission.
- 15.1 The Permission Holder shall furnish the operationalization report duly authenticated by BECIL in the format given at **Annexure-I** to this agreement within a period of one month from the date of operationalization.
- 15.2 The Permission Holder shall furnish to the Grantor, such documents, reports, accounts, estimates, returns or such other information and at such periodic intervals or at such times as the Grantor may require, in addition to an annual report of the Permission Holder that includes audited accounts, Profit & Loss Account, balance sheet, shareholding, Board of Directors and key executives of the company and the quarterly report to be furnished by the Permission Holder in the format given in **Annexure-II** to this Agreement for quarters ending 31st March, 30th June, 30th September and 31st December.
- 15.3 At the end of each financial year, the Permission Holder shall provide the statement of gross revenue forming part of the final accounts for the channel as per the format at **Annexure - III**, duly certified by the Statutory Auditors. It may be noted that the income heads specified at **Annexure - III** are only indicative and illustrative and the Auditor would include all the relevant heads qualifying for gross revenue whether or not specifically included in the said format. In addition, the income from the Related Parties shall have to tally with the Related Parties schedule as per Accounting Standards no. 18. Besides, the Permission Holder shall disclose the following information at the end of each financial year, duly certified by the Statutory Auditor:
1. Total trade and other discounts.
 2. Total agency commission.
 3. Total Related Party Transactions.
- 15.4 The Permission Holder shall annually submit a certificate of the Statutory Auditors for compliance of Clauses 7.2 to 7.4 along with the audited accounts as per format at **Annexure - IV**.

2 Besides above, all Permission Holders are requested to ensure strict compliance of all the Terms and Conditions of GOPA, failing which this Ministry may be constrained to take action as per penal provisions contained in GOPA. In case payment is delayed in future it may be treated as a default and invite suspension of broadcast for violation of the terms and conditions of the agreement. It may also be taken note that Compound interest @ 18% per annum will be levied for instances of delayed payment of license fee.

Yours faithfully,



(S.P.Veer)

Under Secretary to the Govt. of India

Tele: 23384754

**M/s Adlabs Films Ltd.
FM Radio Initiative
401, 4th Floor 'Infiniti', Link Road
Oshiwara, Andheri (West)
Mumbai-400053,**

**M/s Ananda Offset Pvt. Ltd
Plot 50/7, Site IV
Sahibabad Industrial Area
Ghaziabad**

**M/s Asianet Communication Ltd.
Asianet Complex
Puliyarakonam P.O.
Trivandrum-695573**

**M/s BAG Infotainment Pvt Ltd.
C/o BAG Films Limited
FC-23, Sector 16A, Film city
Noida, Uttar Pradesh**

**M/s Century Communication Ltd.
Plot No. 17 B&C, Sector 16A
Film City, Noida-201301, (U.P)**

**M/s Chinar Circuits Ltd.
522, Tobacco House
1 Old Court House Corner
Kolkata 700001**

**M/s Clear Media India Pvt. Ltd.
215, Shah & Nahar Easte,
Dr. E. Moses Road Worli Naka,
Worli Mumbai -400018
M/s Digital Radio Delhi
D-45, Sector-2
Noida-201301 (U.P.)**

**M/s Eastern Media Ltd.
A/62, Nayapalli, Bhubaneswar
Orissa-751003**

**M/s Entertainment Network (I) Ltd.
Trade Gardens, Ground Floor,
Kamala Mills Compound
Senapati Bapat Marg,
Lower, Parel (W) Mumbai-400013**

**M/s Gwalior Farms Pvt Ltd.
Khatke Sahab Ka Bada Dal Bazaar,
Gwalior, M.P.
Hitz FM (Indai) Pvt. Ltd.
M-168 Lower Groud Floor
Grater Kalash New Delhi -110048**

**M/s HT Music & Entertainment Co. Ltd.
Hindustan Times House
18-20, Kasturba Gandhi Marg,
New delhi-110001**

**India FM Radio Pvt. Ltd
5th Floor, 2/3/1 Southerm Avenue
Kolkata- 700026**

**M/s India Radio Venture Pvt. Ltd.
Rocklines Centre, No. 54
Richmond Road
Bangalore-560025**

**M/s ITM Software & Entertainment Pvt. Ltd.
82, Maharana Pratap Nagar,
Gwalior MP**

**M/s Kal Radio
367-369 Anna Salai, Teynampet
Chennai-6600018 (T.N.)**

**M/s Kushal Global Ltd.
6, Sardar Patel Marg C-Scheme,
Jaipur-302001**

Rajasthan

**M/s Malar Publication Ltd.
New No. 86, Periyar E.V.R.
High Road,
Cehnnai-600 007
Tamilnadu**

**M/s Music Broadcasting Pvt. Ltd
5th Floor, 1 L & F 5 Building
Bandra Kural Complex
Bandra (East) Mumbai-400051**

**M/s Muthoot Finance Ltd.
2nd Floor, Kurian towers,
Opposite Saritha Theatre Complex
Banerji Road, Kochi-18**

**M/s Neutral Publishing House Ltd.
15-P, Kokar Industrial Area
Ranchi, Jharkhand-834001**

**M/s Noble Broadcasting Corporation Pvt.
Ltd.
No. 306 (Old No. 157)
Purasawalkam
High Road, Chennai-600010(T.N.)**

**M/s Pan India Networks Infraves Pvt. Ltd.
135, Continental Building
Dr. Annie Besant Road, Worli
Mumbai-400018**

**M/s PCM Cement & Concrete Pvt. Ltd
4A, Pollock Street, 410,
Swaika Centre Kolkata-700001(W.B.)**

**M/s Positive Radio Pvt. Ltd.
24/9, Moti Nagar
New Delhi-110015**

**M/s Pudhari Publication Pvt Ltd.
Pudhari Bhawan
2318-C Ward
Bhausinghji Road
Kolhapur-416002**

**M/s Purvey Broadcast
4th Floor, Babu Bazaar Building,
H.B. Road, Fancy Bazar,
Guwahati-781001**

**M/s Radio Mid-Day
Mid-Day, Peninsula Center,
Dr. S.S.Road, Parel.,
Mumbai-400012**

**Radio Today Broadcasting Pvt. Ltd.
8th Floor Videocon tower
E-1, Jhandewalan Extension
New Delhi-110055**

**M/s Rajasthan Patrika Pvt Ltd.
Kesargarh, Jawahar Nehru Marg,
Jaipur-302001**

**M/s Raneka Fincom Pvt. Ltd.
316, Navneet Plaza
5/2, Old Plasia , Indore-452018**

**M/s Shri Puran Multimedia Ltd.
2, Sarvodaya Nagar,
Kanpur-208 005**

**M/s Singla Property Dealers Pvt Ltd.
79, Ganesh Market
Near Overbridge
Hisar (Haryana)**

**M/s South Asia FM Ltd.
367-369 Anna Salai
Teynampet, Chennai-600018**

Sun TV Networks Private Limited
4 Norton Road, Mandaveli
Chennai-600028
M/s Synergy Media Entertainment Ltd.
Dwarka Sadan, 6, Press Complex
M.P. Nagar, Zone 1, Bhopal

M/s Syntech Infomatics Pvt. Ltd.
6th Floor, Niladri Shikhar Building
Hill Cart Road, Siliguri-734001

M/s The Mathrabhumi Printing &
Publishing Co. Ltd.
M.J. Krishna Mohan Building,
K.P. Kesava Menon Road,
Kozhikode-673001
Kerala

M/s Malayala Manorama Co. Ltd.
P.B. No. 26, K.K. Road
Kottayam-686 001

M/s Udaya TV Limited
367 & 369, Anna Salai Teynampet
Chennai-18
Hitz FM (India) Pvt. Ltd.
M-168, Lower Ground Floor
Greater Kailash
New Delhi-110048