

FORM 2
(Teleports)

GRANT OF PERMISSION AGREEMENT

BETWEEN

MINISTRY OF INFORMATION & BROADCASTING

GOVT. OF INDIA

AND

TO

Establish, maintain and operate uplinking hub (Teleport)

GRANT OF PERMISSION AGREEMENT FOR TELEPORT

This Agreement is made on this _____ day of _____, 2009 between the **President of India** acting through _____, Ministry of Information and Broadcasting, Government of India, Shastri Bhawan, New Delhi (hereinafter called the **Grantor**) of the One Part and M/s _____, a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter called the **Permission Holder** which expression shall unless repugnant to the context include, its successors in business, administrators, liquidators and assigns or legal representatives) of the Other Part.

WHEREAS pursuant to the fulfillment of the eligibility conditions, assurances and payment of requisite permission fee by the **Permission Holder**, as per the "Guidelines for uplinking from India" notified on 2.12.2005, the **Grantor** is agreeable to grant permission to the Permission Holder, to **establish, maintain and operate uplinking hub (Teleport) at** _____ on the terms and conditions appearing hereinafter and the Permission Holder has agreed to accept the same.

And whereas this permission agreement is in addition to and not in derogation with the Guidelines for Uplinking from India notified on 2.12.2005 and the orders/guidelines issued or to be issued from time to time by the **Grantor** or any Regulatory Authority for Broadcasting Services.

In this Agreement, words and expressions shall, unless the context otherwise requires, have the same meaning as is respectively assigned to them herein under:

- 1.1. "**Grant of Permission Agreement**" shall mean this Agreement with all amendment/modification thereto.
- 1.2. "**Permission**" shall mean the permission to be granted by the Grantor to the Permission Holder in pursuance of this agreement.
- 1.3. "**Permission Fee**" shall mean the fee as prescribed in Para 1.3.2 of the Guidelines for Uplinking referred above.
- 1.4. "**WPC**" shall mean Wireless Planning and Coordination Wing, Ministry of Communication & IT.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

2. In consideration of the observance of the covenants in terms of this Agreement and subject to due performance of and/ or compliance with all terms and conditions of this agreement hereto on the part of the Permission Holder, the Grantor hereby grants, on non-exclusive basis for a period of Ten (10) years, the permission to establish, maintain and operate uplinking hub (Teleport) at _____ subject to terms and conditions hereunder.

3. Term of Permission

- 3.1. The Permission shall be valid for a period of ten (10) years from the date of operationalization of the teleport, unless terminated earlier for default or for insolvency or for convenience.

4. Requirement to Provide the Teleport Station.

- 4.1 The Permission Holder shall be solely responsible for the installation, upkeep and operation of necessary equipment and systems of the teleport including monitoring facilities required under it hereinafter.
- 4.2 The Permission Holder shall apply to the WPC for Wireless Operational Licence within one month from the date of signing of this agreement and shall comply with necessary requirements thereof.
- 4.3 The Permission Holder shall complete the installation of the uplinking facility including monitoring facilities etc. and commission the applicable systems within twelve months from the date necessary license is given by the WPC and would submit a report to the Grantor in this regard.
- 4.4 The Permission Holder shall not use any equipment, which to the knowledge or belief of the Permission Holder or in the opinion of Grantor are unlawful and / or render network security vulnerable. The Permission Holder shall make available on demand to the agencies authorised by the Government of India or the Grantor full access to all the equipment being used by them for technical scrutiny and detailed inspection.

5. Application of the Indian Telegraph Act and other Laws

- 5.1 The Permission shall be governed by the provisions of the Telecom Regulatory Authority of India Act, 1997, Indian Telegraph Act, 1885 and Indian Wireless Telegraphy Act, 1933 as amended from time to time and any other law as applicable to broadcasting which has or may come into force.

6. Prohibition of Certain Activities

- 6.1 The Permission is non-transferable. The Permission Holder shall not either directly or indirectly assign or transfer its right in any manner whatsoever under this Agreement to any other party or enter into any Agreement for sub-permission and/or partnership relating to any subject matter of the permission to any third party either in whole or in part. Any violation of the terms shall be construed as breach of this Agreement, likely to result in termination of this agreement.
- 6.2 The Permission Holder shall not carry out the uplinking in any other band except C-Band or Ku Band as permitted. In case of uplinking in Ku Band, the Permission Holder shall not use the teleport to run/ operate DTH service without proper and prior license, to which separate guidelines apply.

- 6.3 The Permission Holder shall not uplink TV channels, which have not been approved or permitted by the Grantor for uplinking by the Permission Holder.
- 6.4 Notwithstanding any agreement entered into between the Permission Holder and TV channel, the Permission Holder shall stop forthwith uplinking of the channel as and when the approval/permission granted for the uplinking of that channel is withdrawn/suspended.

7. National Security and Other Conditions

- 7.1 The Grantor shall have the right to suspend the permission of the company for a specified period in public interest or in the interest of national security to prevent its misuse. The Permission Holder shall immediately comply with any directives issued in this regard.
- 7.2 In the event of a teleport/SNG/DSNG found to have been/ being used for transmitting/ uplinking any objectionable unauthorized content, messages, or communication inconsistent with public interest or national security or failing to comply with the directions as per para 7.1 above, the permission granted shall be revoked and the Permission Holder shall be disqualified to hold any such permission for a period of five years, apart from liability for punishment under other applicable laws.
- 7.3 All foreign personnel likely to be deployed by way of appointment, contract, consultancy, etc. by the Permission Holder for installation, maintenance and operation of its services shall be required to obtain security clearance from the Grantor prior to their deployment.
- 7.4 Any change in the Board of Directors would be subject to the prior approval of the Grantor.

8. Programme Content and Quality of Broadcast

- 8.1 The Permission Holder shall be exclusively liable for the consequences of the programme broadcasted and shall indemnify and keep the Grantor indemnified for any damage, loss or claim occasioned by use of the teleport for broadcast of any programme by the Permission Holder.

9. Monitoring and Public Complaints

- 9.1 The Permission Holder at its own cost shall, (a) preserve the recordings of broadcast material for a period of three months from the date of broadcast and produce the same to the Grantor or its authorized representative, as and when required and (b) on demand by the Grantor, provide the necessary equipment, services and facilities at designated place(s) for continuous monitoring of the broadcasting service by or under supervision of the Grantor.

- 9.2 The Permission Holder shall submit such information with respect to its broadcast as may be required by the Grantor from time to time.
- 9.3 The Permission Holder shall furnish any such information at periodic intervals as may be required by the Grantor concerning Programme Content and Quality, Technical Parameters etc. relating to the broadcast in the format as may be prescribed by the Grantor from time to time.

10. Inspection

- 10.1 The Grantor or its authorized representative shall have the right to inspect the broadcasting facilities. The Grantor shall, in particular but not limited to, have the right to access to the uplinking infrastructure namely teleport & monitoring facilities and records. No prior permission/ intimation shall be required to exercise the right of Grantor to carry out the inspection. The Permission Holder will, if required by the Grantor or its authorized representative, provide necessary facilities for continuous monitoring for any particular aspect of the Permission Holder's activities and operations.
- 10.2 The Grantor will ordinarily carry out the inspection after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

11. Force Majeure

- 11.1 If at any time, during the continuance of this Permission, 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, general strikes materially affecting the performance of any obligations of affected party, or act of God (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 Permission, 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.

12. Requirement to Furnish Information to the Grantor

- 12.1 The Permission Holder shall furnish to the Grantor, such documents, reports, accounts, estimates, returns, equity holding patterns or any such other information and at such periodic intervals or at such times as the Grantor may require.

13. Value Added Services.

- 13.1 The uplinking hub (teleport) to be set up by the Permission Holder will be used for uplinking TV channels only and it will not be used for other modes of communication

including voice, fax and data communication unless necessary permission for such value added services have been obtained from the competent Authority.

14. Conformity to provisions of intersystem co-ordination agreement.

14.1 The Permission Holder shall ensure that the uplinking hub (teleports) operation will conform to the provisions of inter-system co-ordination agreement between INSAT and the satellite being used by the Permission Holder.

15. Termination of permission

15.1 Consequences of non-operationalization.

15.1.1 The Permission Holder shall operationalise the teleport as per the time limit laid down in clause 4.3 of this Agreement; failing which the Permission is liable to be withdrawn, after affording an opportunity of being heard.

15.2 Consequences of misuse and non-compliance with directives

15.2.1 In the event of a Permission Holder using or letting its facilities being used for transmitting any unauthorized content, messages or communication or failing to comply with the directions as per clause 7.1 & 7.2 above, the permission granted shall be revoked and the Permission Holder shall be disqualified to hold any such Permission in future for a period of five years, apart from liability for punishment under other applicable laws.

15.3 Consequences of violation of terms and conditions of the Permission

15.3.1 Subject to the provisions contained in clauses 15.1 and 15.2 above, in the event of the Permission Holder violating any of the terms and conditions of Permission, the Grantor shall have the right to impose the following penalties:

- (a) In the event of first violation, suspension of the Permission and prohibition of broadcast up to a period of 30 days.
- (b) In the event of second violation, suspension of the Permission and prohibition of broadcast up to a period of 90 days.
- (c) In the event of third violation, revocation of the Permission and prohibition of broadcast up to the remaining period of the Permission.
- (d) In the event of the failure of the Permission Holder to comply with the penalties imposed within the prescribed time, revocation of Permission and disqualification to hold any fresh Permission in future for a period of five years.

15.3.2 In the event of suspension/revocation of Permission, the Permission holder will lose the Permission Fee for unutilized period. The Grantor shall not be responsible for any

investment by the Permission Holder on the Teleport or by any other party on the strength of this permission.

- 15.3.3 Any suspension/revocation mentioned above shall be imposed only after giving a written notice to the Permission holder identifying the violation, providing opportunity to rectify it, if its nature so permits or otherwise show cause, within a period of 15 days and non-satisfaction from such rectification and/or cause so shown shall render the Permission Holder liable for the proposed suspension/revocation.

15.4 Termination for Non eligibility

The Grantor may, at any time, terminate this Agreement and the Permission, without compensation to the Permission Holder in case the Permission Holder fails to meet the eligibility criteria as laid down in the Guidelines for Uplinking from India or in case of company liquidation proceedings are initiated or becomes bankrupt or otherwise insolvent or applies for being adjudicated insolvent / bankrupt, provided that such termination shall not prejudice or affect any right of action which has accrued or will accrue thereafter to the Grantor.

15.5 Termination for convenience

- 15.5.1 The Permission Holder may surrender the Permission and terminate this Agreement, by giving an advance notice of one month to the Grantor as well as to all concerned/affected parties. However, in such a case, permission fee for the unutilized period would not be refunded.

16. Disputes with Other Parties

- 16.1 In the event of any dispute between the Permission Holder and any party other than the Grantor (including in relation to the Permission and/or Broadcasting services, etc) due to any reason whatsoever, it shall be the sole liability of the Permission Holder to resolve such dispute amicably or otherwise with the other party and the Grantor shall have no liability whatsoever in this regard. Further, the Permission Holder hereby undertakes to fully indemnify and keep the Grantor harmless in respect of any action, claim, suit, proceeding, damage or notice to/against the Grantor for any act of omission or commission on the part of the Permission Holder, its agents, employees, representatives or servants.

Provided that if any such third party dispute arises on account of non-observance or breach of any rules or regulations or any other terms and conditions by the Permission Holder as provided in this Permission Agreement, the Grantor shall also have the right to take any action against the Permission Holder as provided herein.

17. Dispute Resolution and Jurisdiction

- 17.1 In the event of any question, dispute or differences arising under this Agreement or in connection thereof, except as to the matter, the decision of which is specifically

provided hereunder, shall be referred to sole arbitration by the Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India or person nominated by him (“**Arbitrator**”).

- 17.2 If the Arbitrator is a Government Servant, there shall be no objection to any such appointment on this ground. The award of the Arbitrator shall be final and binding on the parties. In the event of the Arbitrator, to whom the matter is originally referred to, being unable to act for any reason whatsoever, the Secretary, Department of Legal Affairs, Government of India shall appoint another person to act as the Arbitrator.
- 17.3 The Arbitration and Conciliation Act, 1996, the rules made thereunder and any modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings as aforesaid. The venue of arbitration shall be New Delhi or such other place as the Arbitrator may decide. The arbitration proceedings shall be conducted in English language.
- 17.4 Upon any and every reference as aforesaid, the assessment of costs, interest and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.
- 17.5 The courts at New Delhi shall have the jurisdiction over all disputes.

18. Miscellaneous

- 18.1 Notwithstanding anything contained anywhere in this Agreement, the grant of Permission shall be subject to the condition that as and when any regulatory authority to regulate and monitor the Broadcast Services in the country is constituted, the Permission Holder shall adhere to the norms, rules and regulations laid down by such authority or any Applicable Law to regulate and monitor the Broadcast Service in India.
- 18.2 The Permission Holder shall abide by all the conditions required for the issuance of the Wireless Operational License by the WPC and shall also conform to the Technical Parameters as laid down in this Agreement. The Permission Holder shall also have obtained all environmental clearances as per Applicable Law. The Permission Holder shall comply with Applicable Law and specifically comply with the requirements of the Electricity Act, Factories Act and other allied Acts.
- 18.3 Some of the Clauses of this GOPA are under consideration of the grantor for amendment. The permission holder agrees that he will replace this GOPA with the GOPA as amended, as soon as it is finalised.

19. WPC Wing's Permission

- 19.1 As aforementioned, before operating the Teleport a separate specific license i.e. Wireless Operational License, shall be obtained by the Permission Holder from the WPC Wing of Ministry of Communications &IT, permitting utilisation of appropriate frequencies/band for the establishment and operation of concerned wireless component of teleport Service under usual terms and conditions of such license. The Grant of such License shall be governed by the rules, procedures and guidelines and shall be subject to compliance with all requirements of the WPC wing.
- 19.2 For this purpose, an application shall be made to the “Wireless Advisor to the Government of India, WPC Wing, Department of Telecommunications, Ministry of Communications &IT, ” in the prescribed application form.
- 19.3 License fee / royalty as prescribed by WPC from time to time, shall have to be paid by the Permission Holder towards grant of License for usage of frequency spectrum.
- 19.4 The Permission Holder shall not cause harmful interference to other authorised users of radio spectrum. WPC Wing will have the sole discretion to take practicable and necessary steps for elimination of harmful interference, if any, to other licensed users.
- 19.5 The Wireless Planning and Coordination Wing, Ministry of Communications & IT shall have the right to inspect from time to time the installation from technical angles to check conformity with Wireless Operational License conditions.

IN WITNESS WHEREOF the parties hereto have set their hands on this Agreement on the day, month and year first mentioned above in presence of the following witnesses.

Signed for and on behalf
of President of India
by _____

Signed for and on behalf
of _____
holder of General Power of Attorney
dated _____ executed in accordance
with Board Resolution dated _____
by _____.

Witness: