

AND

		, a company incorpo	rated under the Companies Ad	t 1956/2013,
having	g its	Registered	office	at
, repre	esented by its authorized	signatory, Mr.	authorized through b	oard
unless	repugnant to the conte		d to as "Broadcaster", which mean and include its successo	
and po	ermitted assigns).			
	nd Broadcaster may here es", respectively.	einafter individually and	d collectively be referred to a	s "Party" and
WHER	REAS:			
A.	Cable) Services Interco	onnection (Addressal prejudice to the rights	the Telecommunication (Broadle Systems) Regulations, 20 of KCL and subject to any ordered before Hon'ble Supressions.	017 and this der passed in
В.			providing Cable Services in Danie Cable Services in Da	
C.	The Broadcaster owns a Channel(s) (as defined I		satellite television channels, i	ncluding the
D.	The Broadcaster has recase maybe, on KCL's C		iage of the Channel(s)/Bouquks vide its Letter No.	uet(s), as the
	requesting access to Channel(s)/ Bouquet(s)	KCL's platform for re	oplication in the prescribed e-transmission and re-distrib the Areas.	
E.	Networks, KCL has agre	ed vide its Letter No		
	Areas and the Broad	caster has agreed to nnel(s)/ Bouquet(s), a	s)/ Bouquet(s), as the case n such carriage, re-transmiss s the case maybe, by KCL in his Agreement.	sion and re-
			G	
constit		consideration, the re	nd the mutual covenants cont eceipt and sufficiency of whi	
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For Koz	 hikode Cablecommunicators L	_	For Broadcaster	

(1) **DEFINITIONS**

In this Agreement, unless the context requires otherwise:

- "Act" means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997); (a)
- "Active subscriber", means a subscriber who has been authorized to receive signals of (b) television channels as per the subscriber management system and whose set top box has not been denied signals;
- "Addressable system" means an electronic system integrated with a CAS(Conditional (c) Access System) through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;
- (d) "Agreement" means this Reference Interconnect Offer for Carriage of Channels/ Bouquet(s), as the case maybe, together with recitals and the Annexes, and includes any modifications thereof;
- (e) "Areas" means such areas within the DAS Areas that are identified in Annexure-A annexed to this Agreement;
- (f) "Authority" means the Telecom Regulatory Authority of India established under subsection (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);
- (g) "Average active subscriber base" means the number arrived by averaging the active subscriber base count in the manner specified in Schedule VII of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 including any amendments thereof;
- "a-la-carte" or "a-la-carte channel" with reference to offering of a television channel means offering the channel individually on a standalone basis outside bouquets offered;
- "bouguet" or "bouguet 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;
- "Broadcaster" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services;
- (k) "Cable service" or "Cable TV service" means the transmission of programmes including retransmission of signals of television channels through cables;

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- (I) "Cable television network" or "Cable TV network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- (m) "Carriage fee" means any fee payable by a broadcaster to KCL only for the purpose of carrying its channels/ bouquet(s), as the case maybe, through the KCL's Cable Television Networks, without, specifying the placement of such channels onto a specific position in the electronic programme guide or, seeking assignment of a particular number to such channels and calculated in accordance with Schedule I of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 as issued by the Authority, including any amendments thereof.;

For the purpose of calculation of "Carriage Fee", each channel in a bouquet(s) shall be treated as 1 (One) on individual basis and accordingly carriage fee shall be calculated.

- (n) "Channel(s)" means the standard definition (SD) channel(s)/ high definition (HD) channels, as the case maybe and more specifically listed out by the Broadcaster, along with their Nature, Maximum Retail Price (if any) and respective genre, in <u>Annexure B</u> annexed to this Agreement that are owned/operated by the Broadcaster (including its subsidiary company or holding company or subsidiary of the holding company);
 - (o) "Confidential Information" means any confidential and proprietary information disclosed by either Party to the other Party while performing under this Agreement;
- (p) "DAS Areas" means the areas where in terms of notifications issued by the Central Government under sub-section (1) of section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), it is obligatory for every cable operator to transmit or retransmit programs of any channel in an encrypted form through a digital Addressable System;
- (q) "Effective Date" means the date of execution of this Agreement first written above;
- (r) "Free-to-air channel" or "Free-to-air television channel" means a channel which is declared as such by the Broadcaster and for which no fee is to be paid by the distributor of television channels to the Broadcaster for signals of such channel;
- (s) "Holding Company", "Subsidiary Company" and "Subsidiary of the holding company" shall have the same meaning as defined under the Companies Act, 2013 including any amendments thereof:
- (t) "Pay channel" means a channel which is declared as such by the Broadcaster and for which a share of maximum retail price is to be paid to the Broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the Broadcaster for distribution of such channel to subscribers;

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- (u) "Subscriber", means a person who receives Broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed Broadcasting services, shall constitute one subscriber;
- (v) "Term" means the period of 1 (One) year of validity of this Agreement, commencing from the Effective Date, unless this Agreement is terminated earlier in accordance with the provisions of this Agreement;

GRANT OF RIGHT OF ACCESS FOR THE CHANNELS/ BOUQUET(S), AS THE CASE MAY (2) **BE TO KCL'S CABLE TELEVISION NETWORKS**

- (a) By and under this reference interconnect offer, the Broadcaster has approached KCL to carry the Channel(s) and pursuant to the said request, the KCL has agreed to carry the Channels of the Broadcaster on 24x7 on "as is received" basis for the sole purpose of retransmitting and re-distributing the Channel/s in the Areas through KCL's Cable Television Networks on its addressable system.
- (b) KCL hereby agrees to carry the Channel(s) of the Broadcaster on its Cable Television Networks subject to, inter alia, technical and commercial parameters set out herein after in Annexure C and D respectively of this Agreement.
- (c) The Carriage Fee amount, for each month or part thereof, during the term of this Agreement shall be calculated as per the sub-regulation (1) of the regulation 8 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 ("Regulation"), in accordance with Schedule I read with Schedule VII set out therein and provided in Annexure D hereto.
- (d) As required under the Regulation, the conditions relating to, including but not limited to, target market, rate of carriage fee per month, average active subscriber base of standard definition set top boxes and high definition set top boxes at the time of publication of this RIO, discounts, if any, offered on the rate of carriage fee, manner of calculation of Carriage Fee payable to KCL and other necessary conditions shall form part of this Agreement.

CARRIAGE FEE, INVOICING AND PAYMENT TERMS

(a) During the Term, in lieu of KCL carrying, re-transmitting and re-distributing the Channel(s)/ Bouquets(s), as the case maybe, in the Areas through KCL's Cable Television Networks, the Broadcaster shall pay KCL such monthly amount plus all applicable taxes, towards carriage fee, as shall be computed basis the quantum of carriage fee charged per Channel per Subscriber per month, as is set forth in Annexure D attached to this Agreement. Broadcaster agrees that for the purpose of calculating average active subscriber base mark only a-la-carte subscription of the channel shall be taken into account.

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- (b) Each month during the Term, KCL shall raise an invoice (detailing the number of Subscribers) on the Broadcaster for the applicable Carriage Fee for such month, and the Broadcaster shall pay the invoiced amount of the Carriage Fee for such month to KCL, vide Cheque/Demand Draft issued in favour of "Kozhikode Cable communicators Ltd" on or before the due date i.e. within (15) fifteen days from receipt of invoice. In the event of the Broadcaster fails to pay the invoiced amount of the Carriage Fee for a month to KCL within (15) Fifteen days from receipt of invoice, KCL shall be entitled to charge interest at the rate of 18% (Eighteen percent) per annum for the period of delay in payment and late payment charges of Rs.10,000/- per day, in addition to KCL retaining the right of terminating the Agreement in terms of the applicable provisions of this Agreement. No cash payments shall be made by the Broadcaster towards any monthly Carriage Fee or any dues thereof. In the event a cheque issued by the Broadcaster is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to KCL under applicable laws, the Broadcaster shall be liable to pay KCL an amount of Rs. 10,000/- (Rupees Ten Thousand Only) for each such dishonored, disapproved or rejected cheque without prejudice to KCL's right to initiate legal action solely at the cost of Broadcaster.
- (c) At the time of making payment of any Carriage Fee, if any withholding tax/TDS is to be deducted by the Broadcaster in terms of the provisions of Indian Income Tax Act, 1961 (as amended from time to time), the Broadcaster shall make such deductions and provide tax withholding certificates to KCL within such period as has been specified in the Income Tax Act/Rules/Notifications/ Circulars issued there under.

(5) TERM, TERMINATION AND EFECTS OF TERMINATION

- (a) This Agreement shall be valid for the Term. If the Parties agree to extend the Term, a new agreement shall be executed upon mutually agreeable terms and conditions.
- (b)
- (c) This Agreement will stand automatically terminated in the event of:
 - (i) either Party's insolvency, bankruptcy, liquidation, dissolution, winding up, assignment to the benefit of its creditors, appointment of a receiver; and
 - (ii) Suspension, cancellation or revocation of the requisite approvals, licenses, authorizations and permits of either Party from the concerned governmental or regulatory bodies, those are necessary for the purposes of this Agreement.
- (c) KCL shall have the right to terminate this Agreement
 - (i) if the Broadcaster fails to make timely payment of any Carriage Fee and such non-payment continues even after expiry of Due date of payment as mentioned in the invoice.

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- (ii) if the monthly subscription for that channel is less than 5% (Five percent) of the monthly average active subscriber base of KCL in the target market, in each of the immediately preceding 6 (six) consecutive months.
- (iii) if the Broadcaster transmits any program/matter derogatory/defamatory to KCL or its associates.
- (d) In the event of termination of the Agreement by KCL, KCL shall stop carrying the Channel(s) on KCL's Cable Television Networks and also seize the professional integrated receiver decoders, CAM Modules, any other receiving equipment of the Channel(s) ("Equipment") of the Channel(s) until such time as due payment is made by Broadcaster along with late payment interest fee calculated at 18% (Eighteen percent) per annum for the period of delay in payment. Additionally, KCL shall have the right to initiate applicable legal proceedings against the Broadcaster for, inter alia, recovery of the due amount and any other equitable remedy that may be available to KCL. And Broadcaster agree that if payment is not made within due date and KCL can treat Broadcaster as defaulter as contemplated in TRAI Regulations.

(6) REPRESENTATIONS & WARRANTIES

- (a) The Parties hereby represent, warrant and undertake to each other that:
 - (i) They are respectively competent in law and have full right and absolute authority to enter into this Agreement and to fully perform their rights and obligations and that there is no legal or other impediment in their doing so.
 - (ii) This Agreement duly executed and delivered by the Parties constitutes a valid and binding obligation of the respective Parties enforceable against each respective Party in accordance with its terms.
 - (iii) They shall at all times during the Term, and also otherwise, comply with all the laws applicable to them respectively.
- (b) Broadcaster hereby represent, warrant and undertakes to KCL that:
 - (i) The Broadcaster has valid permits from the Ministry of Information and Broadcasting for downlinking the Channel(s) in India, true certified copies of which shall be provided by the Broadcaster to KCL at the time execution of the Agreement;
 - (ii) There is no present or prospective claim, proceeding or litigation in respect of the programme content of the Channel(s), or the title thereof, or the ownership of copyright in the programme content of the Channel(s) which may in any manner infringe upon any third party's rights.
 - (iii) The Broadcaster shall ensue that the Channel(s) shall comply with the Programming Code and the Advertisement Code issued by the Central Government;
 - (iv) The programme content for each of the Channel(s) shall correspond and represent the appropriate genre indicated by the Broadcaster, including the language of the Channel(s).

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- (v) The Broadcaster shall provide its programming schedule atleast 30 days advance for the purpose of insertion in Electronic Programming Guide (EPG).
- (vi) The Broadcaster agrees and undertakes that the bandwidth utilization of its channels will be not more than 2 / 4 mbps only for SD/HD respectively.
- (vii) The Broadcaster shall provide including but not limited to Professional IRD boxes of CISCO/Harmonic/Tandberg, Cam Module, Smart Card, Remote and all other equipment which are proprietary in nature and related with reception of digital signals at installation premises indicated by KCL. It is obligatory to provide digital output, in the event of failure to do so, KCL reserves the right to deny carriage.
- (viii) KCL shall not be liable to the Broadcaster or any other party for any infringement of copyrights of any third party or any other illegality in respect of the programme content of the Channel(s). The Broadcaster shall be solely responsible for ensuring that the intellectual property rights of the Channel(s)/Broadcaster remain protected in the Area and KCL shall not be held liable for violation of such intellectual property rights in any manner; and
 - (ix) The Broadcaster shall not claim adversely to or challenge the intellectual property of KCL, or its authorized agents. The Broadcaster shall not use any material containing any of the intellectual property of KCL nor authorize or permit others to make use of the intellectual property of KCL.

(7) INDEMNIFICATION

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

(8) <u>LIMITATION OF LIABILITY:</u>

Notwithstanding anything contained in this Agreement, including the Indemnification provisions, the entire liability of KCL for any and all claims arising out of this Agreement to the Broadcaster or to any third party shall not exceed the lowest Carriage Fee for any 1 (one) month that has till such date been received by KCL from the Broadcaster. Liability in excess of such paid Carriage Fee, if any, shall be borne by the Broadcaster.

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(9) TAXES

Each Party shall individually be responsible for payment of any statutory/government taxes, revenues, duties, levies etc. which are or may become payable pursuant to this Agreement by such Party.

(10) FORCE MAJEURE

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

(11) DISCLAIMER OF AGENCY

Neither Party shall be or hold itself as the agent of the other under this Agreement. This Agreement between KCL and the Broadcaster is on principal to principal basis and is terminable in nature.

(12) CONFIDENTIAL AND PROPRIETARY INFORMATION

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

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

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For Kozhikode Cablecommunicators Ltd		For Broadcaster	

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

(13) NON-ASSIGNABILITY

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

(14) NOTICE

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

(15) WAIVER

The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, and such rights shall continue and remain in full force and effect. No single or partial exercise by either party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

(16) <u>SAVING CLAUSE</u>

If any provision of this Agreement becomes invalid or unenforceable, in whole or in part, the validity of the remainder of this Agreement shall not be affected thereby; and the Parties shall agree to a valid substitute provision which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

(17) GOVERNING LAWS

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

(18) ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement along with its Annexes contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject

to any new regulations/orders stipulated by the TRAI/MIB or any order of a court/tribunal of appropriate jurisdiction, any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

(19) COUNTERPART

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

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

For Kozhikode Cable communicators Limited

For

Signature:

Name: Vinod Kumar C.K

Title: Authorized Signatory

Signature:

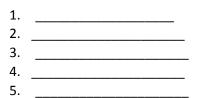
Name:

Title: Authorized Signatory



Annexure A

Areas





Annexure B

Channel(s)

SL			
No.	Name of the Channel	Genre	Language



Annexure C

TECHNICAL PARAMETERS

Description	Details	
PIRD/CAM		
Output Type		
Convertors (if any)		
Downlinking Parameters		



Annexure D Calculation of the carriage fee amount

The Carriage Fee amount, for each month or part thereof, during the term of the interconnect agreement shall be calculated as given below:-

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

Note:-

- (1) For the Purpose of calculation carriage fee amount for a High Definition channel, the average active subscriber base of the distributor in that month in the Target market shall be of subscribers capable receiving high definition television channels.
- (2) The Average active subscriber base of the distributor in a month shall be calculated in the manner as prescribed in the Schedule VII.
- (3) The Monthly Subscription for a channel shall be calculated in the manner as prescribed in the Schedule VII.
- The Illustration-1 (for standard definition Channel) and Illustration-II (for high definition channels) given below explains the calculation of carriage fee amount:-

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ILLUSTRATION-I

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

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

ILLUSTRATION-II

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

Month	Average Active	Monthly	Rate of	Multiplier	Carriage Fee
	Subscriber Base of	Subscription	Carriage fee (in	a.c.piici	Amount in
		percentage of the	Paisa)		(Rs)
	STBs, over the	High Definition	·		
	Month	Channel 'Y'			
(A)`	(B)	(C)	(D)	(E)	(F)=(B)*(D)*(
					E)
January	100	2%	40	1	40.00
February	80	5%	40	0.75	24.00
March	150	11%	40	0.50	30.00
April	160	16%	40	0.25	16.00
May	180	20%	40	0	0.00
June	200	22%	40	0	0.00
July	190	17%	40	0.25	19.00
August	170	25%	40	0	0.00

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	For Broadcaster

