



April 28, 2009

Broadcasting and Cable Services Division
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Jawahar Lal Nehru Marg, (Old Minto Road)
New Delhi 110 002

Sub: Filing of RIO for DTH, IPTV, HITS, Voluntary CAS operators and supply of signal by addressable platforms to Commercial Subscribers.

Kind Attn: Rakesh Gupta, Jt. Advisor (B&CS)

Dear Sir,

Please refer to your letter dated 24th April 2009 bearing no. 3-21/2009-B&CS and to the regulations numbered 13.2A1, 13.2B1, and 13.2B2 of the Telecommunication (Broadcasting and Cable Service Interconnection (Fifth Amendment) Regulation 2009 (4 of 2009) dated 17th March 2009.

We are hereby submitting our RIO for DTH, IPTV, HITS, and voluntary CAS operators including supply of signal by these addressable platforms to Commercial Subscribers. Enclosed please find copies of the same.

The same has also been uploaded on our website www.ndtvimagine.com/gettingndtvimagine.php.

This is for your information and record.

Yours sincerely,

For **NDTV Imagine Ltd.**


Himavat Chaudhuri
General Counsel

Encl: as above

Reference Interconnect Offer for DTH platform

This Reference Interconnect Offer shall not be applicable in the event, the operator demands carriage fees, in which case the terms of offer may vary.

Licence Fee	<p>For each month or part thereof during the Term of the agreement, the DTH operator shall pay to NDTV Imagine Ltd. the Monthly Licence Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.</p> <p>The a-la-carte and bouquet "Rate" per Subscriber is set out in Annexure to this RIO. The rates mentioned in the Annexure to this RIO, as referred to above, are exclusive of all taxes and levies.</p> <p>The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.</p> <p>For the purpose of calculation of the Monthly License Fee payable to NDTV Imagine Ltd. , "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Channel(s) of NDTV Imagine Ltd. through the DTH operator.</p> <p>Calculation of License Fee:</p> <p>I. In case a DTH operator avails one or more Bouquet(s) of NDTV Imagine Ltd.:</p> <p>(a) If the DTH operator is providing the Bouquet(s) as a whole to its DTH subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the Bouquet(s).</p> <p>(b) if the DTH operator does not offer such opted bouquet(s) as a whole to its direct to home subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to NDTV Imagine Ltd. for such entire opted bouquet by the DTH operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.</p> <p>II. In case a DTH operator avails one or more or all</p>
-------------	--

	<p>channels of NDTV Imagine Ltd. on ala carte rate basis:</p> <p>(a) If the DTH operator is providing the channels on ala carte basis to its DTH subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala carte rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.</p> <p>(b) if the DTH operator does not offer such opted ala carte channel(s) as ala carte to its direct to home subscriber but offers the ala carte channel (s) in packages, then the payment to NDTV Imagine Ltd. for each of the ala carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed.</p> <p>III. In case a DTH operator avails one or more channels on ala carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on ala carte basis of NDTV Imagine Ltd.:</p> <p>(a) For bouquet(s), the monthly license fee shall be calculated on the basis of sub clause I above.</p> <p>(b) For ala carte channels, the monthly license fee shall be calculated on the basis of sub clause II above.</p> <p>Payment of the License Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.</p>
<p>Payment Terms</p>	<p>The Monthly Licence Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the DTH operator by NDTV Imagine Ltd. without any deduction except deduction of withholding tax/TDS as provided in this RIO.</p> <p>Within seven days of end of each month, the DTH operator shall provide opening, closing and average number of subscribers for that month, based on which NDTV Imagine Ltd. shall raise an invoice on the DTH operator. In case the DTH operator fails to send the report within the said period of seven days, NDTV Imagine Ltd. shall have the right to raise a provisional invoice and the DTH operator shall be under obligation to pay the license fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly license fee payable by the DTH operator for the immediately</p>

	<p>preceding month. On receipt of the report from the DTH operator, the parties would conduct reconciliation between the provisional invoice raised by NDTV Imagine Ltd. and the report sent by the DTH operator.</p> <p>The DTH operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the DTH operator shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 1.5%. The imposition and collection of interest on late payments does not constitute a waiver of the DTH operator's obligation to pay the License Fee by the Due Date, and NDTV Imagine Ltd. shall retain all of its other rights and remedies under the Agreement.</p> <p>All Licence Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, AT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at DTH operator's cost and will be charged at the prevailing rates by NDTV Imagine Ltd. to the DTH operator.</p> <p>If payment of the Licence Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the DTH operator shall provide tax withholding certificates to NDTV Imagine Ltd. within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p>
<p>Delivery and Security</p>	<p>All NDTV Imagine Ltd. Channels must be delivered by DTH operator to subscribers in a securely encrypted manner and without any alteration.</p> <p>The uplink specifications, satellite capacity and infrastructure allocated by DTH operator in respect of the broadcast signal of the NDTV Imagine Ltd.'s Channels by DTH operator to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its DTH platform.</p>
<p>Anti- Piracy</p>	<p>In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the DTH operator shall, prior to the commencement of the Term of</p>

the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the NDTV Imagine Ltd..

To ensure the DTH operator's ongoing compliance with the security requirements set out in the Agreement, NDTV Imagine Ltd. may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by NDTV Imagine Ltd. in writing no more than twice per year during the Term, at NDTV Imagine Ltd.'s cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the DTH operator or NDTV Imagine Ltd., then NDTV Imagine Ltd. shall work with the DTH Operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, NDTV Imagine Ltd. may, in its sole discretion, suspend the DTH operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to NDTV Imagine Ltd.'s satisfaction. DTH operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the DTH operator to NDTV Imagine Ltd.'s satisfaction.

DTH operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

DTH operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by DTH operator at the time the Channels are made available. If DTH operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, DTH operator shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise

