

**Interconnect Agreement between**  
**DL GTPL Cabnet Pvt Ltd**  
**&**  
**Local Cable Operator (LCO)**



**Entity Code : \_\_\_\_\_**

## Document Check List

SR No.	For LCO	For DL GTPL
1	Attested copy of PAN card	NA
2	Attested copy of address proof (Voter card/ Adhar Card/ Ration Card/ Passport Copy/ Driving License/ Electricity Bill/ Landline Bill/ IT Return)	NA
3	Copy of postal registration, Service tax registration no., TAN no., Entertainment tax registration no.	NA
4	Photograph of LCO(cross signed)	Photograph of DL GTPL signing authority (cross signed).

SR No.	Agreement Filling Instructions	Verified
1	Agreement should be filled legibly, preferably in black ink only	
2	Agreement execution date should be mentioned	
3	LCO"s Name, Network Name, Address and Postal registration number should be filled clearly	
4	Date of commencement of the agreement should be mentioned.	
5	Area of operation should be mentioned in Annexure-1	
6	List of sub operators (if any) has to be mentioned in Annexure-2	
7	LCO"s signature is required to on all pages of agreement including supporting documents	
8	Branch Head"s signature is required on all pages of Agreement.	

Verified by: \_\_\_\_\_

Signature: \_\_\_\_\_

## INTERCONNECTION AGREEMENT

This Technical and Commercial Interconnection Agreement along with its Schedules and Annexures is executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between:

**DL GTPL Cabnet Pvt. Ltd.**, a Company incorporated under the Companies Act, 1956 and regulated by Companies Act 2013 having its Registered Office at "DL House" 417 To 431 Intercity Complex, Nr. PKS Petrol Pump, Puna Kumbhariya Road, Surat-395010.Gujarat, India through its Authorized Signatory hereinafter referred to as "**DL GTPL**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, assignees, legal heirs and executors of the **ONE PART**.

### AND

\_\_\_\_\_, an Individual/a Firm/a Company/ an Association of Persons/ a Body of Individuals, having its office at \_\_\_\_\_, through its Authorized Signatory./Ms. \_\_\_\_\_, hereinafter referred to as the "**LCO**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, assignees, legal heirs and executors, of the **OTHER PART**

**DL GTPL** and the **LCO** are hereinafter individually referred to as the „Party" and collectively referred to as "**Parties**".

### WHEREAS

- A. DL GTPL is a cable operator, who has been granted provisional registration No. 9/134/2012 dated 29.12.2015 under Rule 11E of the Cable Television Networks (Amendment) Rules, 2012 for operating as a Multi System Operator (MSO) in the Digital Addressable System (DAS) on PAN INDIA basis.
- B. The LCO is a cable operator, who has been granted registration under the Cable Television Networks Rules, 1994, having postal registration No. \_\_\_\_\_ dated \_\_\_/\_\_\_/\_\_\_, in the head post office \_\_\_\_\_, [Name of the head post office] for providing Cable TV Services in \_\_\_\_\_ [Mention the area].
- C. The LCO has requested DL GTPL for making available signals of TV channels and DL GTPL has agreed to provide signals of TV channels to such LCO, under the terms and conditions as agreed herein under.
- D. TERRITORY: Territory, in the context of this Agreement is as mentioned in **Annexure-1** to this Agreement.
- E. The Parties have mutually agreed to execute this Agreement - on principal to principal and non-exclusive basis - between them to govern the roles, responsibilities, rights, obligations, technical and commercial arrangement in regard to the distribution of TV channels in the Territory.
- F. The Parties also mutually agree that each and every transaction including transaction of any properties/ assets between the Parties shall be carried out in writing or in any other verifiable means.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows: -

### 1. DEFINITIONS

The words and expressions used in this Agreement shall have meanings as assigned to them in the Schedule to this Agreement. All other words and expressions used in this Agreement, but not defined, and defined in the Act and rules and regulations made there under or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

### 2. TERM OF THE AGREEMENT

- 2.1 The Agreement shall commence on \_\_\_/\_\_\_/\_\_\_ and remain in force till \_\_\_/\_\_\_/\_\_\_ or the date of expiry of registration of DL GTPL or the LCO, as the case may be, whichever is earlier, unless terminated by either Party as per the terms and conditions of this Agreement.
- 2.2 The duration of the Agreement may be extended on terms and conditions to be mutually agreed between the Parties and recorded in writing provided that the extended term does not go beyond the last date of validity of registration of DL GTPL or the LCO, whichever is earlier.

### 3. TERMINATION OF THE AGREEMENT

- 3.1 Either Party has a right to terminate the Agreement by serving an advance notice of 21 days in writing to the other Party in the event of:
  - i. Material breach of the Agreement by the other Party which has not been cured within 15 days of being required in writing to do so; or
  - ii. The bankruptcy, insolvency or appointment of receiver over the assets of other Party; or
  - iii. The other Party indulging in, or allowing or inducing any person to indulge in piracy or carrying programming service provided on the channel which is in violation of the Programme & Advertising Codes prescribed in the Cable Television Network Rules, 1994, as amended from time to time.
- 3.2 The LCO has a right to terminate the Agreement in the event of DL GTPL discontinuing the business of retransmission of signals of TV channels in the Territory.
- 3.3 DL GTPL has a right to terminate the agreement in the event of the LCO discontinuing its cable TV business in the Territory.
- 3.4 If DL GTPL decides to discontinue the business of retransmission of signals of TV channels in the Territory for any reason, it shall give a notice in writing, specifying the reasons for such decision, to the LCO at least 90 days prior to such discontinuation.

3.5 If the LCO decides to discontinue its business of providing signals of TV channels to the subscriber in the territory, it shall give a notice in writing, specifying the reasons for such decision, to DL GTPL at least 90 days prior to such discontinuation.

**4. EFFECT OF TERMINATION AND EXPIRY**

4.1 In the event of termination or expiry of the term of the Agreement, as the case may be, at the instance of either Party, each Party shall pay all amounts due and payable up to the date of termination or expiry to the other Party.

4.2 The LCO shall, within 15 days of the termination or expiry of the term of this Agreement, as the case may be, in terms of the provisions mentioned herein, hand over to DL GTPL all properties and assets belonging to DL GTPL, which are in the custody of the LCO. The LCO shall also be liable to make good all the losses or damages, if any, caused to such properties and assets belonging to DL GTPL, in custody of the LCO, within 30 days from the receipt of notice to this effect from DL GTPL and in the event of inability of LCO to repair such properties/assets, the LCO shall pay to DL GTPL the depreciated value of such properties/ assets.

4.3 DL GTPL shall, within 15 days of the termination or expiry of the term of this Agreement, as the case may be, in terms of the provisions mentioned herein, hand over to the LCO all properties and assets belonging to the LCO, which are in the custody of DL GTPL. DL GTPL shall also be liable to make good all the losses or damages, if any, caused to such properties and assets belonging to the LCO, in custody of DL GTPL, within 30 days from the receipt of notice to this effect from the LCO and in the event of inability of DL GTPL to repair such properties/assets, DL GTPL shall pay to the LCO the depreciated value or replacement cost, whichever is higher, of such properties/ assets.

Explanation:- The clause 4.2 and 4.3 above shall not have any application in respect of Hardware or any other equipment belonging to DL GTPL or the LCO, as the case may be, which are installed at the premises of the subscribers.

4.4 If the LCO or DL GTPL, as the case may be, fails to hand over the assets or make good losses or damages caused to such properties and assets within the above stipulated period, the defaulting Party shall be liable to make payment for the depreciated value, or replacement cost, whichever is higher, of the same, together with simple interest calculated at the rate 2% over and above the base rate of interest of the State Bank of India.

**5. PROVISIONING OF SERVICES**

5.1 DL GTPL shall make available signals of TV channels to the LCO, on non-exclusive basis, in order to re-transmit the same to the subscribers in the Territory, in terms of this agreement and as per prevailing norms, policies, the applicable laws and rules, regulations, directions and orders of the concerned authorities.

5.2 The LCO shall carry signals of TV channels received from DL GTPL, on non-exclusive basis, for distribution to the subscribers in the Territory.

5.3 The Parties shall compulsorily transmit, re-transmit or otherwise carry any channel, content or programme only in encrypted mode

through a digital addressable system strictly in terms of and in accordance with the applicable laws and regulations.

5.4 The roles and responsibilities of the Parties to the Agreement for provisioning of services are contained in **clause 10** of this Agreement.

5.5 In consideration of the roles and responsibilities mentioned in **clause 10** of the Agreement, the revenue settlement between the LCO and DL GTPL have been mentioned in the **clause 12** of the Agreement.

**6. RIGHTS OF DL GTPL**

6.1 DL GTPL shall continue to have a right of ownership of its network used to deliver the cable TV services under this agreement and it may expand/ upgrade/ change/ replace/ re-design any part or entire network subject to the condition that any such activity does not interrupt or degrade the Quality of Service provided to the subscribers.

6.2 DL GTPL shall sign the interconnection agreement with broadcasters for re-transmission of signals of TV Channels as per prevailing norms, policies, the applicable laws and rules, regulations, directions and orders of the concerned authorities.

6.3 DL GTPL shall have the right to finalise the maximum retail price of each channel, as payable by the subscriber in compliance with the provisions of applicable laws and rules, regulations and tariff orders.

6.4 DL GTPL shall have the right to package the channels/ services offered on the network, as per its business plan and as per prevailing norms, policies, the applicable laws and rules, regulations and tariff orders.

6.5 DL GTPL shall have the right to finalise the rate of Basic Service Tier (BST) in compliance with the provisions of the applicable tariff orders and regulations notified by the Authority from time to time.

6.6 DL GTPL shall have the right to finalise the rates of bouquets of channels, if offered by DL GTPL, in compliance with the provisions of the applicable tariff orders and regulations notified by the Authority.

6.7 DL GTPL shall have the right to get all requisite information from the LCO for the purpose of fulfilling its responsibilities under the Agreement, and the applicable orders and regulations.

**7. RIGHTS OF THE LCO**

7.1 The LCO shall continue to have its right of ownership of its network used to deliver the cable TV services under this agreement and it can expand/ upgrade/ change/ replace/ re-design any part or entire network subject to the condition that any such activity does not interrupt or degrade the Quality of Service offered to the subscriber on its network.

7.2 The LCO shall have right to get all the requisite information from DL GTPL for the purpose of fulfilling its responsibilities under the Agreement, and the applicable orders and regulations.

## 8. OBLIGATIONS OF DL GTPL

- 8.1 DL GTPL shall set up and operationalise the Head-end, Conditional Access System (CAS) and Subscriber Management System (SMS) for ensuring efficient and error-free services to the subscribers by recording and providing individualized preferences for channels, billing cycles or refunds.
- 8.2 DL GTPL shall make available to the LCO, the necessary and sufficient information relating to the details of channels, bouquets of channels, and services offered to the subscribers including their prices.
- 8.3 DL GTPL shall provide web based grievance redressal mechanism for addressing the complaints of LCOs in relation to the provision of services, roles and responsibilities, revenue settlements, quality of services etc.
- 8.4 DL GTPL shall not issue pre-activated STBs and the STBs shall be activated only after the details of the Customer Application Form (CAF) have been entered into the SMS.
- 8.5 DL GTPL shall generate bills for subscribers on regular basis, for charges due and payable for each month or as per the billing cycle applicable for that subscriber, within 3 days from the end of the billing cycle.
- 8.6 DL GTPL shall provide access to the relevant part of the SMS under its control to the LCO for the purpose of fulfilling responsibilities by the Parties under the Agreement, and the applicable orders and regulations.
- 8.7 DL GTPL shall not indulge in any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of the LCO or person associated with such transmission.
- 8.8 DL GTPL shall comply with all the applicable statutes or laws for the time being in force, or any rules, codes, regulations, notifications, circulars, guidelines, orders, directions etc. issued, published or circulated under any law for the time being in force.
- 8.9 DL GTPL shall not do any act or thing as a result of which, any right or interest of the LCO in respect of cable TV signals under this Agreement or any property of the LCO may be infringed or prejudiced.
- 8.10 DL GTPL shall be responsible for encryption of the complete signal, up to the STB installed at the premises of the subscriber.
- 8.11 DL GTPL shall not disconnect the signals of TV Channels, without giving three weeks\* advance notice to the LCO clearly specifying the reasons for the proposed disconnection as envisaged in the Interconnection Regulation.
- 8.12 DL GTPL shall make available consumer friendly electronic payment options in the subscriber management system for the electronic payment of bills by the subscriber, prepaid system for subscribers and facility for acknowledgement/receipts to the subscribers for the payment made by them.
- 8.13 DL GTPL shall provide to the LCO at least 2% of the total STBs active in the network of the LCO with an upper cap of 30 STBs as maintenance spare, which are not pre-activated, to ensure

speedy restoration of services affected due to any fault in STB. This quantity of maintenance spare STBs shall be maintained during the term of the agreement.

- 8.14 DL GTPL shall intimate to the LCO, at least 15 days in advance, in respect of any proposed changes in the package composition or the retail tariff being offered to the subscriber.

- 8.15 DL GTPL shall have no right, without the prior written intimation to the LCO, to assign or transfer any of its rights or obligations under this Agreement.

## 9. OBLIGATIONS OF THE LCO

- 9.1 The LCO shall handover the copies of CAF received from subscribers periodically (viz., fortnightly, monthly) to DL GTPL and is also required to upload a copy in the SMS along with other related documents received from the Subscriber as mandated by DL GTPL.

- 9.2 The LCO shall be responsible for entering the details of the bill amount paid by the individual subscriber to the LCO for the Cable TV services in the SMS.

- 9.3 The LCO shall not indulge in any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of DL GTPL, or any other person associated with such retransmission.

- 9.4 The LCO shall have no right, without the prior written intimation to DL GTPL, to assign or transfer any of its rights or obligations under this Agreement.

- 9.5 The LCO shall not replace the STBs of DL GTPL with the STBs of any other MSO without receiving the requests from the subscribers through application forms for returning the STB of the existing connections and for providing new connections through Customer Application Form. The new Set Top Box shall be activated only after entry of the details, as provided in new Customer Application Form, into the Subscriber Management System of the new MSO.

- 9.6 The LCO shall –

- i. Not transmit or retransmit, interpolate or mix any signals which are not transmitted or generated by DL GTPL without the prior written consent of DL GTPL;
- ii. Not insert any commercial or advertisement or information on any signal transmitted by DL GTPL. Any such tampering of signals or interpolating of signals shall be deemed to be a violation of this Agreement and shall constitute sufficient cause for termination of this Agreement by DL GTPL by giving such notice as prescribed under the law or under this agreement;
- iii. Not interfere in any way with the signals provided by DL GTPL and also not use any decoding, receiving, recording equipment(s), counterfeit set top box or Smart card and any other like equipments;
- iv. Not alter or tamper the Hardware including the seal (seal to prevent opening of set top box), misuse, replace, remove and shift the Smart card or STB without the written consent of DL GTPL from their respective original addresses;
- v. Not use, either before or after the installation of STB, of any decoding, receiving, recording equipment(s), counterfeit set top box(es), smart card(s) other than the STB(s), Smart cards and any other equipments supplied/ approved by DL GTPL, and to take actions as directed by DL GTPL against such subscribers.

- vi. Intimate DL GTPL promptly about any alteration, tampering with the Hardware including the seal, misuse, replacement, removal and shifting of Smart cards and STBs, without the written consent of DL GTPL, from their respective original addresses and also about the use, either before or after the STBs, of any decoding, receiving, recording equipment(s), counterfeit set top box(es) and smart card(s) other than the STB(s), Smart card(s) and any other items of Hardware supplied by DL GTPL, and to take actions as directed by DL GTPL against such subscribers.
- 9.7 The LCO shall not provide connection to any entity for further retransmission of the Cable TV signals.
- 9.8 The LCO shall not record and then retransmit Cable TV signals or otherwise to block or add or substitute or otherwise tamper with the signal being transmitted by DL GTPL or with the trunk line nor shall allow any other person to do so.
- 9.9 The LCO shall not do any act or thing as a result of which, any right or interest of DL GTPL in respect of the Cable TV signals under this Agreement or any property of DL GTPL may be infringed or prejudiced.
- 9.10 The LCO shall permit access to the systems under its control to DL GTPL, on non-exclusive basis, for the purpose of fulfilling responsibilities by the Parties under the Agreement, and the applicable orders and regulations.
- 9.11 The LCO shall not disconnect the signals of TV Channels, without giving three weeks' notice to DL GTPL clearly specifying the reasons for the proposed disconnection as envisaged in
- 9.12 The LCO may for convenience in management of its operations, affiliate with one or more sub-operators, a list of whom is attached herewith as **Annexure-2**. The LCO shall inform in writing DL GTPL of any changes to be made in this Schedule owing to entry of a new sub-operator or exit of an existing sub-operator, as and when the need arises. DL GTPL shall accordingly amend the Schedule.
- 9.13 The LCO shall be responsible for the recovery of STBs from a sub-operator, as referred in Clause 9.12 hereinabove, in case any sub-operator disconnects from the network or migrates to another MSO. DL GTPL shall be entitled to claim the return of STBs and/or such properties or assets belonging to DL GTPL and in case, the same are not returned, the depreciated value or replacement cost, whichever is higher, of such properties/ assets.
- 9.14. The LCO shall inform in writing to DL GTPL in case of any outright sale of an STB to the subscriber and an extra charge towards the cost of the STB, shall be accordingly payable by the LCO to DL GTPL.
- 9.15. From the STB schemes offered by DL GTPL, as specified in CAF, if a subscriber chooses the Outright Purchase scheme, the LCO shall be under an obligation to forward such request to DL GTPL for further process. Further, the LCO shall provide to such subscriber, only such STB as specifically assigned by DL GTPL for the purpose (and not from the LCO stock), after DL GTPL completes processing of the request.
- 9.16. The list of documents to be submitted by the LCO at the time of signing of the Agreement is provided under **Annexure – 3** of this Agreement. The LCO shall further submit a copy of renewed licenses, in cases where any license is renewed after the signing of Agreement.

**10. ROLES AND RESPONSIBILITIES OF DL GTPL AND THE LCO:**

Sr. No.	Role	Responsibility of DL GTPL or the LCO as mutually agreed by the Parties	Remarks
(1)	(2)	(3)	(4)
1	Devising of Consumer Application Form, either in electronic format or print format or both, for initial subscription to broadcasting services containing the information as provided in the Schedule of the QoS regulations.	DL GTPL	
2	a. Provide information to consumers about the details of services at the time of every new connection as per the QoS regulations. b. Providing information to the subscriber about the details of STB schemes offered and the warranty/repairing policy applicable thereof.	LCO  LCO	
3	Provisioning of broadcasting services to the consumer upon obtaining duly filled Consumer Application Form and providing a copy of the same to the consumer as per the QoS regulations.	DL GTPL	DL GTPL shall update the information in the Subscriber Management System (SMS) in each case within 24 hours from the receipt of the application.
4	Assigning a unique identification number (UIN) to every subscriber and communicating the same to the consumer as per the provisions of the QoS regulations.	DL GTPL	The UIN shall be generated from the SMS.
5	Activation of broadcasting services to the subscribers.	LCO	(1) Activation shall be done only after only after the details of Consumer Application Form have been entered into the SMS. (2) DL GTPL will provide relevant access to SMS, to the LCO, for activation of broadcasting services.

Sr. No.	Role	Responsibility of DL GTPL or the LCO as mutually agreed by the Parties	Remarks
(1)	(2)	(3)	(4)
6	Activation of requested channel(s) or bouquet(s) available on the platform, upon receiving a verifiable request from a subscriber as per the provisions of the QoS regulations.	LCO	
7	Deactivation of requested channel(s) and bouquet(s) from the subscription package of subscriber upon receiving a verifiable request from the subscriber, as per the provisions of the QoS regulations.	LCO	
8	Temporary suspension of the broadcasting services of a subscriber upon receiving a request from the subscriber as per the provisions of the QoS regulations.	LCO	
9	Restoration of services of a subscriber, upon request from the subscriber as per the provisions of the QoS regulations.	LCO	
10	Relocation of connection of a subscriber from one location to another location, upon the request for the same as per the provisions of QoS regulations.	LCO	
11	Providing notice to the subscribers regarding interruption of signals for preventive maintenance as specified in QoS Regulations.	DL GTPL/ LCO	
12	Disconnection of broadcasting services to a subscriber upon request from the subscriber and refunding of deposits subject to fulfilment of the terms and conditions provided in the QoS regulations.	LCO	
13	Offering broadcasting services to the subscribers either on pre-paid basis or post-paid basis or both as provided in the QoS regulations.	DL GTPL/ LCO	
14	Changing payment mechanism from pre-paid to post-paid or vice-versa, as the case may be, on the request made by the subscriber.	DL GTPL/ LCO	
15	Generation of post-paid bills for subscribers as per the QoS regulations	DL GTPL	
16	Delivery of post-paid bills to subscribers as per the QoS regulations.	LCO	If the Authority imposes any financial disincentive for contravention of regulation 22 (1), the LCO shall be liable to pay the amount, as maybe directed by the Authority.
17	Issuance and delivery of receipts to post-paid subscribers for manual payments made by them and entering the details of the receipts in the subscriber management system as per the QoS regulations.	LCO	If the Authority imposes any financial disincentive for contravention of regulation 22 (5), the LCO shall be liable to pay the amount, as maybe directed by the Authority.
18	Acknowledging pre-paid payments to the subscriber and updating the subscriber management system accordingly.	DL GTPL/ LCO	
19	Providing set top boxes to the subscribers conforming to the standards prescribed in the QoS regulations.	DL GTPL	
20	Offering different schemes for the STB as per the QoS regulations.	DL GTPL	
21	Offering annual maintenance scheme for the Customer Premises Equipment provided under outright purchase scheme after the expiry of guarantee/warranty period as per the QoS regulations.	DL GTPL	
22	Repairing of a malfunctioning set top box as per the QoS regulations.	DL GTPL	
23	Publicizing toll free consumer care number and address of the web based complaint management system to the subscribers through customer care channel and website, as provided in the QoS Regulations.	DL GTPL	
24	Providing copies of Manual of Practice (MoP) to subscribers as specified in QoS regulations.	DL GTPL and/or LCO	DL GTPL shall finalize the contents of MOP. Copies of such MoP shall be shared with the LCO.
25	Payment of taxes to the Government.	DL GTPL and/ or LCO	The specific details of tax payment responsibilities need to be filled in the adjoining cells at the time of signing of the agreement as per the rules and regulations of the respective Tax authorities.

**11. BILLING**

- 11.1 The billing for subscriber shall be in the name of the LCO. However, each Party shall ensure that the applicable laws, rules and regulations relating to taxes are complied with.
- 11.2 The Party, in whose name the billing for subscribers have been agreed in the clause 11.1 above, shall receive the payment of the subscription fee paid by the subscribers. The revenue share as per clause 12.1 of this Agreement shall be paid by this Party to the other Party on receipt of the invoice from the other Party.

**12. REVENUE SETTLEMENT BETWEEN THE LCO AND DL GTPL AND RELATED RIGHTS AND OBLIGATIONS**

- 12.1 The revenue settlement between the LCO and DL GTPL shall be as per **Annexure-5**.
- 12.2 DL GTPL shall issue monthly invoice to the LCO towards dues payable by the LCO for revenue settlement and such invoice will clearly specify the current payment dues and arrears, if any, along with the due date of payment which shall not be less than seven days. The invoices will be uploaded at the SMS, which can be accessed by the LCO by login for viewing the invoices as well as taking printouts of the same. Alternatively, the LCO may collect the invoices from the respective branch office of DL GTPL. The amounts raised in the invoice shall be payable on or before the due date as mentioned therein.
- 12.3 The LCO shall update the details of the subscription amount realised from the subscriber, in the SMS within 7 days from the due date.
- 12.4 Any change in the rate of the monthly subscription charges shall be informed by DL GTPL, time to time, by uploading it in the SMS and/or through the representatives in the branch office of DL GTPL.

**13. DEFAULTS**

- 13.1 Without prejudice to such rights and remedies that the Parties may have in law or under the provisions of this Agreement, in the event of any delay or failure by DL GTPL or the LCO, as the case may be, to make payments of dues on or before the respective due dates, the LCO or DL GTPL, as the case may be, shall have the right:-
- (i) to disconnect the services subject to the compliance of the applicable rules, regulations, directions or orders of the Authority;
  - (ii) to terminate this Agreement, subject to compliance of the applicable laws in force;
  - (iii) to charge a simple interest at the rate 2% over and above of the base rate of interest of the State Bank of India from the date such amounts became due until those are fully and finally paid;
- 13.2 In cases where any of the Parties has failed to make payment on or before due date for three consecutive months in the past, the other Party shall have right to demand the interest free security deposit which shall not exceed average of immediately preceding 6 months billing amounts and the same shall be maintained for the remaining term of the agreement.
- 13.3 Upon disconnection of the service as mentioned in clause 13.1 above, whether accompanied by termination of this Agreement or not, the defaulting Party shall be liable to deposit forthwith all sums payable by it. In the case of termination, accounts

shall be settled within thirty days and for delayed payments, either Party shall be liable to pay simple interest at the rate 2% over and above of the base rate of interest of the State Bank of India.

**14. UNDERTAKINGS**

- 14.1 Each Party shall recognize the exclusive ownership of the property owned and installed by the other Party and shall not have or claim any right, title or interest or lien of whatsoever nature.
- 14.2 Nothing contained herein shall constitute either Party as the agent or partner or the representative of the other for any purpose and neither Party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other Party and the relationship between DL GTPL and the LCO shall remain on "Principal to Principal" basis.
- 14.3 It is expressly understood by the Parties that " logo(s) is a Registered Trade Mark of DL GTPL, and the LCO shall use the said logo only during the currency of this Agreement for the benefit of the cable television networking business of DL GTPL. Consent of DL GTPL is hereby given to the LCO to use the said logo, to the extent of or in connection with the business of DL GTPL.
- 14.4 It is expressly understood by the Parties that " logo(s) is a Registered Trade Mark of the LCO, and DL GTPL shall use the said logo only during the currency of this Agreement for the benefit of the cable television networking business of the LCO. Consent of the LCO is hereby given to DL GTPL to use the said logo, to the extent of or in connection with the business of the LCO.
- 14.5 It is clearly understood and accepted by each Party that it shall have no right to use any intellectual property of the other on its Cable TV service or otherwise on or after the withdrawal by the other Party of its consent for such uses.
- 14.6 In case the LCO or DL GTPL, as the case may be, decides to transfer its interest in respect of its business of providing Cable TV Service to any other party / person (third party), in whole or in part, the LCO or DL GTPL, as the case may be, shall give prior notice to DL GTPL or the LCO. One Party shall not have any objection to such transfer if the other Party has complied with its obligations under this contract and has paid all its dues.
- Provided, however, that such third party shall sign and execute a deed of adherence to the terms & conditions of this Agreement and other undertaking/ bonds to the satisfaction of DL GTPL or the LCO, as the case may be, in order to give effect to the provisions of this Agreement.
- 14.7 The LCO shall maintain and continue to maintain its Postal Registration Certificate renewed from time to time in accordance with the Cable TV Networks (Regulation) Act, 1995 and comply with the terms and conditions of the registration certificate issued by the Postal Authority.
- 14.8 DL GTPL shall maintain and continue to maintain its Registration Certificate renewed from time to time in accordance with the Cable TV Networks (Regulation) Act, 1995 and comply with the terms and conditions of the registration.
- 14.9 Both the Parties shall comply with the Programme Codes and Advertising Codes prescribed in the Cable Television Network Rules, 1994, as amended from time to time.



14.10 Both the Parties shall comply with the laws for the time being in force in India, as applicable to them.

#### 15. PREVENTION OF PIRACY

15.1 The Parties shall not indulge or allow any person to indulge in Piracy or in reverse engineering any technology used in the Hardware or any component thereof nor shall they use the Hardware to be connected to any equipment for setting up a mini head-end for retransmission of the signals generated from the same.

15.2 Signal to any subscriber shall be disconnected by DL GTPL or the LCO, as the case may be, after giving due notice as required under applicable regulations, if found to be indulged in or abetting any Piracy.

#### 16. DISCLAIMER AND INDEMNITY

16.1 In no event, DL GTPL shall be liable to the LCO for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any programme or information or for any indirect or consequential loss or damage, which is not attributable to any act of DL GTPL.

16.2 In no event, the LCO shall be liable to DL GTPL for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any programme or information or for any indirect or consequential loss or damage, which is not attributable to any act of the LCO.

16.3 LCO shall indemnify DL GTPL for all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the LCO or due to termination of the Agreement or suspension of the Service due to LCO's breach.

16.4 DL GTPL shall indemnify the LCO for all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of DL GTPL or due to termination of the Agreement or suspension of the Service due to DL GTPL's breach.

#### 17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 As mandated by the Telecom Regulatory Authority of India Act, 1997, the Parties shall not institute any suit or seek injunction or interim orders in any court or judicial tribunal/ authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("TDSAT"). The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

#### 18. FORCE MAJEURE

18.1 Failure on the part of DL GTPL or the LCO to perform any of its obligations, shall not entitle either Party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfillment by either Party of any obligation set forth in this Agreement is delayed,

the period of such delay shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightning, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the Authorities or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either Party to the other, on expiry of one month from the date of such notice.

18.2 Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

#### 19. NOTICES & OTHER COMMUNICATIONS

19.1 Any notice to be served on any Party by the other shall be deemed to have been validly sent if sent by Registered Post Acknowledgement Due (RPAD) or speed post service of Department of Post, Government of India or by hand delivery duly acknowledged at the address mentioned in the beginning or at such other changed address as the Party may inform and the date of receipt of such notice shall be the date of receipt by the other Party or 7 days from the date of dispatch of the notice by RPAD, whichever is earlier.

19.2 Any other communication or intimation by DL GTPL to the LCO, may be provided through the WebApp accessible by the LCO through a secured Login or by courier, or by email or facsimile or an update through a mobile message.

#### 20. RESTRICTION ON TRANSFER

20.1 The either Party shall not remove, sell, assign, mortgage, transfer/sublet and encumber all or any part of the network which belongs to the other Party. If the Party indulges in any of the above-mentioned acts, the said acts shall be illegal and void ab-initio and the Party shall also be liable for any action under the applicable law.

#### 21. CONFIDENTIALITY

21.1 The Parties shall keep in strict confidence, any information received by one from the other while participating in the affairs/business of each other and shall not disclose the same to any person not being a party to this Agreement.

21.2 The Parties shall also bind their employees, officers, advisors, associates, contractors, agents, authorized persons and other similar persons to whom the above mentioned information may be disclosed, to the obligations of confidentiality.

21.3 The Parties hereby agrees that the confidential information can be disclosed to the statutory authority on demand by such authorities.

**22. MODIFICATIONS**

22.1 The Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement, including Addendum Agreements, Annexures, Schedules or any other document, called by whatever name, but executed in relation to this Agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties.

**23. BINDING EFFECT**

23.1 This Agreement modifies all prior understanding of the Parties as to the subject matter thereof and shall not be amended except in writing by both the Parties. Any other understanding between the Parties (if any) with regard to any other matter or any accrued rights and obligation of the Parties not covered under this agreement, if any, shall continue to be in full force and effect.

**IN WITNESS WHEREOF** the Parties have set and subscribed their respective hands to this Agreement on the date and year appearing hereinabove.

Signed on behalf of **DL GTPL Cabnet Pvt. Ltd.,**

( \_\_\_\_\_ )

In the presence of

- 1. ....
- 2. ....

Signed on behalf of the **LCO**

- 1. ....
- 2. ....

FOR DL GTPL

FOR LCO

Schedule

DEFINITIONS AND INTERPRETATIONS

A. DEFINITIONS

In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

- (a) **"Act"** means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997), as amended from time to time;
- (b) **"Addressable System"** shall have the same meaning as assigned to it in the Telecommunication Broadcasting and Cable Services Interconnection (Addressable Systems) Regulations, 2017;
- (c) **"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);
- (d) **"Basic Service Tier"** shall have the same meaning as assigned to it in the Tariff Order.
- (e) **"Bouquet" or "bouquet of channels"** means an assortment of distinct channels, offered together as a group or as a bundle and all its grammatical variations and cognate expression shall be construed accordingly;
- (f) **"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, as may be applicable for its channels, from the Central Government, provides programming services;
- (g) **"Cable service or cable TV service"** means the transmission by cables of programmes including retransmission by cables of any broadcast television signals;
- (h) **"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;
- (i) **"Customer care centre"** means a department or a section or a facility established under QoS regulations;
- (j) **"CTN Act"** means the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), as amended from time to time.
- (k) **"Encryption or encrypted"** in respect of a signal of cable television network, means the changing of such signal in a systematic way so that the signal would be unintelligible without use of an addressable system and the expression "unencrypted" shall be construed accordingly;
- (l) **"Free To Air channel"** shall have the same meaning as assigned to it in the Tariff Order.
- (m) **"Hardware"** means a multi-system operator approved set top box to enable the decryption of signals of Channels transmitted in encrypted form, the remote and other associated components and accessories.
- (n) **"Head-end"** means a facility that contains satellite receivers, modulator, compression equipment, multiplexes, and conditional access facilities, other transmission equipments
- and has antennas which receive signals from Satellite and/or from local studio for retransmission to subscribers directly or through linked LCOs;
- (o) **"Interconnection Regulation"** means the Telecommunication (Broadcasting and Cable Services) Interconnection (Addressable Systems) Regulations 2017;
- (p) **"Manual of Practice (MoP)"** means the Manual of Practice referred in the QoS Regulation;
- (q) **"Pay Channel"** shall have the same meaning as assigned to it in the Tariff Order;
- (r) **"Piracy"** means unauthorized reception, retransmission or redistribution of Cable TV Signal by any person by any means and modes including but not limited to any alteration, tampering of the seal or any component or accessory thereof or misuse, replacement, removal and/or shifting of Hardware or any use, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of trade mark and copyright of DL GTPL or the LCO as the case may be;
- (s) **"Programme"** means any television broadcast and includes:
- (i) exhibition of films, features, dramas, advertisements and serials;
- (ii) any audio or visual or audio-visual live performance or presentation and the expression "programming service" shall be construed accordingly;
- (t) **"QoS Regulation"** means the Telecommunication (Broadcasting and cable) Services Standard of Quality of Service and consumer Protection (Addressable Systems) Regulations, 2017;
- (u) **"Set top box or STB"** means a device, which is connected to, or is part of a television receiver and which enables a subscriber to view subscribed channels;
- (v) **"Smart Card"** means the card duly approved by the multi-system operator as part of the Hardware, which enables the subscriber to gain access to the Cable TV signals of Channels.
- (w) **"Subscriber"** for the purpose of these regulations, 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.
- (x) **"Subscriber management system or SMS"** means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets of channels, a log of all actions performed

on a subscriber's record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period;

- (y) **"Tariff Order"** means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017
- (z) **"Trunk Line"** means the coaxial/optic fiber cable network and other allied equipment such as receiver nodes, amplifiers, splitters etc. owned and installed by the multi-system operator or its associate companies for the purpose of transmitting Cable TV Signal to various LCOs till the receiving end of various LCOs, including the LCO, to enable them to re-transmit the Cable TV Signal to respective subscribers;

All other words and expressions used in this interconnection agreement but not defined, and defined in the Act and rules and regulations made thereunder or the CTN Act and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

**B. INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- (a) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders unless the context otherwise requires;
- (b) The word "person" shall include individuals, corporations, partnerships, association of persons and any other entities;
- (c) Any references to article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;
- (d) References to a "month" are to a calendar month;
- (e) Headings and titles are for ease of reference only and shall not affect the interpretation of this agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this agreement done otherwise independent of the title.
- (f) Any reference to law, regulation, statutory provision, order, guideline, policy, etc. includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

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**ANNEXURE - 1**

**Territory / Area(s) of Operation**

The Territory/Area(s) of operation of the LCO for the purpose of this Agreement is/are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

WEBSITE COPY

ANNEXURE – 2

List of Sub-Operators affiliated with the LCO  
(Reference Clause 9.12)

WEBSITE COPY

**ANNEXURE - 3**  
**Execution Requirements**  
**(Reference Clause 9.15)**

(Please tick mark where necessary)

1. If the LCO is an Individual or a sole Proprietor
  - (i) Photograph of the proprietor of the Operator
  - (ii) Proof of residence – Passport / Voter's ID Card / ration card / Electricity bill / Income Tax Returns of the proprietor
  - (iii) Proprietor's self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification
  - (iv) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number
  
2. If the LCO is a Partnership firm
  - (i) Certified true copy of the registered Partnership Deed
  - (ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Operator
  - (iii) Photograph of the signatory
  - (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory
  - (v) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No. and Entertainment Tax Registration Number
  
3. If the LCO is a Company
  - (i) The Certificate of Incorporation – certified by the Company Secretary /Director Memorandum and Articles of Association of the company
  - (ii) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory
  - (iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the company
  - (iv) Photograph of the signatory
  - (v) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number
  
4. If the LCO is a Hindu Undivided Family "HUF"
  - (i) The photograph of the Karta
  - (ii) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
  - (iii) The names of all coparceners and his/her relation with the Karta
  - (iv) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns
  - (v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta
  - (vi) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number
  
5. If the LCO falls into the "Other" category
  - (i) 1 copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number
  - (ii) Such documents as may be required by us.



Digital Cable TV & Broadband

ANNEXURE - 4
(Reference Clause 10.2)
Customer Application Form

DL GTPL Cabnet Pvt. Ltd.

"DL House", Intercity Complex,
Puna Kumbharia Road, Surat - 395 010.
Ph. : (0261) 61 35000 Toll Free No. : 1800 - 108 - 1000
Web. : www.dlgtpl.com E-mail : info@dlgtpl.com

Instructions for filling the Application Form

- (1) To be filled by subscriber in CAPITAL LETTERS only. Use BLACK ink.
(2) This form shall be rejected if incomplete or due to technical/operational non-feasibility to provide services.
(3) This form is only for the purpose of capturing subscriber's details. Subscriber may be billed by the respective Operator.
(4) Please write Application number and your name on the back of cheque.

Date : \_\_\_\_\_

CAF No. \_\_\_\_\_

Subscriber Details

Form fields for Subscriber Details including Name, Contact Person's Name, Installation Address, State, Tel.No., PIN, Address Type, E-mail, and Address Proof options.

Package Details

Fields for Bouquet/Package opted and Lock-in period.

Set Top Box Details

Fields for STB NO., Type of Set Top Box, and Annual Maintenance Contract.

Selected Customer Premise Equipment (CPE) Scheme

Fields for Outright Purchase Scheme and Rental Scheme.

Payment Details

Fields for Network capacity fee, STB Retail Price, Subscription Amount, and Total Amount Paid.

Fields for Payment Mode (Cheque, DD, Cash, Others) and Cheque/DD No.

Subscriber's Declaration

I have read, understood & accepted the terms & conditions mentioned overleaf/attached covering Subscription and Set Top Box Agreement which forms an integral part of this CAF and undertake to comply with them, and acknowledge that channel(s), package(s) selected and applicable rates thereto form part of the agreement and agree to be bound by the same and hereby declare and confirm that the information contained in this form is true and accurate in every respect.

Subscriber Sign.

Date DDMMYYYY

Subscriber Code

Instructions ખાસ નોંધ : પાવર એડેપ્ટર, લ્યુઈંગ કાર્ડ અને રીમોટની કોઈ જ ગેરંટી કે વોરંટી આવતી નથી.

Cable Network Name & Address

- 1) The applicant's name & address must be given in full (P.O. Box No. alone is not sufficient)
2) In case of non-individual applicants, i.e. Companies, Pvt. Firms, Institutes etc. please provide the name of the contact person.
3) Cheques should be payable locally and crossed Account Payee only. Please write your application form No. and name on the back of the cheque.
4) Please draw the Cheque for the hardware package in favour of "DL GTPL CABNET PVT. LTD."

GST No. : 24AADCD1515D1ZE

Acknowledgement for Application (Please retain this counterfoil for your records.)

We acknowledge the receipt of payment of Rs. \_\_\_\_\_ vide Cheque/DD No./Cash from \_\_\_\_\_ Towards the STB scheme charges & package subscription charges as opted by subscriber.

Date DDMMYYYY

CAF No.

Service Provider's Sign. & Stamp



**1. subscriber Agreement**

The terms and conditions herein contained shall constitute a legally valid and subsisting agreement between DL GTPL Cabnet Pvt. Ltd. ("DLGTPL") and the Subscriber (names in this CAF) and their respective assignees, heirs/executor/administrators, as the case maybe for availing cable TV services either directly and/or through its linked local cable operator.

**2. Definitions**

- i. Addressable system means an electronics device (which includes hardware and its associated software) of more than one electronic devices put in an integrated system through which transmission of programmes including retransmission 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, one the choice and request of such subscriber, by the distributor of television channels.
- ii. 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.
- iii. Company means DL GTPL Cabnet Pvt. Ltd. ("DLGTPL").
- iv. Cable TV Service means the transmission of programmes including retransmission of signals of television channels through cables.
- v. 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.
- vi. Customer Premise Equipment of CPE means the components and accessories installed at the premises of the subscriber to enable the reception of broadcasting services related to television provided through addressable systems and includes cable wire, set top box, remote control for set top box, or any other equipment which may be necessary to receive broadcasting services related to television.
- vii. Local Cable Operator (LCO) means a person registered under rule 5 of the Cable Television Networks Rules, 1994.
- viii. Free to Air channel or FTA channel means a channel which is declared as such by the broadcaster and for which no fees is to be paid by the distributor of television channels to the broadcaster for signals of such channel.
- ix. 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.
- x. Set Top Box (STB) means a device, which is connected to, or is part of a television and which allows a subscriber to receive subscribed channels.
- xi. Subscriber means a person who receives the signal of DLGTPL at a place indicated by him to DLGTPL or its linked cable operator without further transmitting it to any other person;
- xii. Subscriber Request means the Channel(s) and/or package(s) of channels selected by the Subscriber by filing the requisite CAF manually or through any electronic mode or any modification/amendments made therein from time to time.
- xiii. You means the Subscriber.

**3. Term :**

- i) This Agreement commences upon installation of STB and activation of Cable TV Service to the Subscriber and shall remain in force, subject to applicable terms based on the Subscriber's Request.
- ii) The Subscriber shall fill in the CAF and its acknowledgment slip and submit it to the LCO DLGTPL reserves the right to reject the CAF for any reason and the Subscriber will not qualify to avail the Cable TV Services.
- iii) In case of technical or operational non-feasibility at the location requested by the Subscriber, the Company or its LCO will inform the Subscriber the reasons for the same within 7 days from the date of receipt of the CAF by the Company.
- iv) If sufficient balance is available in the subscriber's account with DLGTPL the existing services will be renewed automatically for a period of 30 days.

**4. Provision of Service :**

- i) All the terms and conditions, contained herein, shall be subject to the regulations, notifications and directions as may be issued by the Telecom Regulatory Authority of India, from time to time.
- ii) The Subscriber shall have the option to select any package/bouquet of channels or a-la-carte channels, as and when offered by the Service Provider.
- iii) Each STB purchased by the Subscriber comes with a warranty of 12 months. During the warranty period no repair and maintenance charges are payable by the Subscriber, provided that the STB has been used in normal working conditions and is not tampered with or damaged due to negligence of the Subscriber. There is no warranty applicable to any of the CPEs, other than STB. After the expiry of the warranty period, repairs to the STB would have to be paid for by the Subscriber. Alternatively, the Subscriber can opt for the optional Annual Maintenance Contract (AMC), the charges for the same will be applicable as per the prevalent rate as declared in the website. Under this AMC, the Subscriber will be provided a standby STB and no repair charges would have to be paid for the STB provided that the STB has been used under normal working conditions and is not damaged due to negligence of the Subscriber.
- iv) Any changes in the tariffs, rates, & Government taxes / duties, as may be payable by the Subscriber and as applicable from time to time, for the respective services, will be duly informed to the Subscribers by the Company by making the same available on the Company's official website and in such other manner as may be required under the law.
- v) Composition of channels in any package that the subscriber has opted for, cannot be altered/changed within the lock-in-period declared by us on our website.
- vi) Neither the Company nor its LCO shall disconnect a Subscriber without giving 15 days written notice. However, this will not apply if the subscriber is found to be unauthorized or indulging in piracy.
- vii) The Cable Services and the license to use the CPE shall be for personal viewing of the Subscriber(s) and for his family members only.
- viii) No assignment of any CPE shall be valid unless the same is approved in writing by the Company.
- ix) Subscriber shall not allow public viewing of the channel(s) or exploit the same for commercial benefit or otherwise. Breach of this clause will result in termination of the Cable Services and the Subscriber shall also be liable to pay damages (both direct as well as incidental) suffered, if any.
- x) The Subscriber acknowledges that the STB has been merely licensed to the Subscriber by the Company to avail the signals of channels for one TV set only and that he/she understands and accepts that any unauthorized relay or retransmission of the signal will constitute infringement of copyright of the content providers/owners/ licensors thereof and will in addition to the termination of Cable Service, attract civil and/or criminal liability under the law.

**5. Subscriber Obligations**

- i) The Subscriber hereby agrees to allow the authorized representatives of the LCO/the Company to enter the Installation Address for inspection, installation, removal, replacement and repossession of the CPE under the Terms hereof. This clause survives the termination until the dues are paid and the STB, along with any other CPE, owned by the Company are returned to the Company in satisfactory working condition.
- ii) The Subscriber shall ensure the safety and security of the CPE. From unauthorized use, theft, misuse, damages, loss etc.
- iii) The Subscriber undertakes that he shall neither by himself nor allow any other person to modify, misuse or tamper with the CPE or to add or remove any seal, brand, logo, information, etc. which affects or may affect the integrity / functionality / identity of the CPE or otherwise remove or replace any part thereof.
- iv) The Subscriber undertakes not to do or allow any act or thing to be done as a result of which the right of the LCO/the Company in relation to the Cable Service and/or the CPE or of the Broadcasters in relation to any Channel, may become restricted, extinguished or otherwise prejudiced thereby or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound.
- v) The Subscriber undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the CPE which is not owned by the Subscriber.
- vi) The Subscriber shall ensure prompt payment of all the bills within the due date(s) as mentioned in the bill. Billing complaints/dispute, if any, will be resolved within 7 days from the date of receipt of the complaint and refund, if any, shall be made within 30 days.

**6. Termination of Service**

- Notwithstanding the aforesaid, the Cable Service shall be liable to be terminated or suspended at the sole option of the Company either wholly or partly, upon occurrence of any of the following events i.e.
  - (a) If the subscriber commits a payment default;
  - (b) In case of breach of any of the Terms of this Agreement by the Subscriber;
  - (c) If the Subscriber is declared bankrupt, or insolvency proceedings have been initiated against the Subscriber;
  - (d) In order to comply with the Cable Television Networks (Regulation) Act, 1995 and/or the Rules made there under and all and any other applicable laws, notifications, directions and Regulations of any statutory or regulatory bodies; The Cable Service may be restored upon receipt of all the dues, advance Subscription or deposit, reconnection charges (if payable) and any other amount payable under the Terms and on such other terms and condition as may be in force. If the Service was suspended due to the Subscriber's default, the Subscriber shall also pay the amount for the disconnected period as if the Service had continued.

**7. Company's Obligation**

- Company's sole obligation in the event of interruption of services by any of the means shall be to use all reasonable endeavors to restore the services as soon as reasonably possible. Please visit www.dlgtpl.com
- 1. The Company shall not be liable to the Subscriber for any acts or omissions attributable to the Subscriber.
- 2. The Company is not responsible
  - a. For any consequential or indirect damage or loss in relation to the Cable Service/Plan
  - b. If the Cable Service/Plan is suspended due to force majeure event.
- 3. The Company shall not be liable to the Subscriber for any bona fide action, including suspension and/or deactivation, taken by the Company to protect the intellectual property rights of any third party and/or to check other unlawful activities in relation to the service, even if such action is based on information which may later prove to be incorrect.
- 4. The Company will endeavor at all times to maintain an adequate and reasonable quality of the service, as prescribed in the regulations formulated by TRAI. It is agreed and understood by the Subscriber that the availability and quality of service may be affected by factors outside the Company's control such as physical obstructions, geographic weather conditions and other causes of electronic/electrical interference or faults in other telecommunication networks or availability of poles to which the Company's network is connected or on which the Company's network is built-up and the Company shall not be liable for any consequences arising thereof, including but not limited to, damage to the Subscriber's television or devices of any type connected to it or any other property.
- 5. The Company makes no representation or warranties as to the continuity or availability or quality of the Cable Service.

**8. Limitation of Liability**

LCO and the Company and the employees thereof shall be not liable to the Subscriber or to any other person for all or any indirect, special, incidental or consequential damage arising out of or in connection with the provision of the Cable Service/Plan or inability to provide the same whether or not due to suspension, interruption or termination of the Cable Service/Plan or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO or the Company for any actual or alleged breach shall not exceed the subscription paid in advance for such duration of Service, for which the Subscriber had paid in advance but was deprived due to such breach.

**9. Indemnity**

The Subscriber hereby indemnifies and holds harmless the LCO and the Company from all the loss, claim, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) arising due to use /misuse of the Cable Service or for non-observance of the Terms and Conditions contained herein by the Subscriber.

**10. Jurisdiction**

All disputes and differences with respect to these Terms between the Subscriber and the Company or the LCO shall be subject only to the jurisdiction of the courts at Surat.

**THE SUBSCRIBER HAS READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE SAME IS ACCEPTABLE TO HIM COMPLETELY WITHOUT ANY LIMITATION.**

Subscriber's  
Signature

Name of  
Subscriber

Date

**ANNEXURE - 5**

***(Reference Clause 12.1)***

Sr. No	Package Type	Price (in Rs.)
1	Starter	
2	Popular SD	
3	Premium SD	
4	Popular HD	
5	Premium HD	
6	Only A La Carte services	
7	Only BST Pack	

**Notes:**

1. Above rates are exclusive of taxes.
2. The LCO shall be billed, on a monthly basis, at the above-mentioned charges per STB, based on the active packages per Subscriber.
3. A La Carte Services would be charged at 90% of their respective MRP additionally, if opted without any pack.
4. A La Carte Services would be charged at 100% of their respective MRP, if opted with BST or Pay pack.
5. Pay packages of Broadcaster will be charged at 100% of their respective MRP, if opted other than as a part of packages offered by DL GTPL.
6. The above-rates may be revised from time to time by MSO, subject to compliance with the applicable tariff order and regulations issued by the Authority. Any revision to the above-mentioned rate(s) will be duly intimated to the LCO via ,



## [DL GTPL CABNET PVT LTD](#)

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