

Details of orders issued from DoT HQ (,2021 to March,2022.

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|-----|--------------------------------|------------|-------------------------------|---|---------|
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Government of India
Ministry of Communications
Department of Telecom
Sanchar Bhavan, 20, Ashoka Road, New Delhi - 110001
(Data Services Cell)

File No. 820-01/2006-LR(VOL.-II) Pt-2

Dated: 31.03.2021

To

All Internet Service Providers Licensees
Granted Under Guidelines dated 24.08.2007

Subject: Amendment relating to infrastructure sharing, Public Wi-Fi services, Definitions of Gross Revenue, Adjusted Gross Revenue and Rate of License Fees in Internet Service Provider (ISP) Licenses granted as per 24.08.2007 guidelines

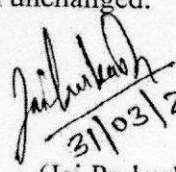
In pursuance of Condition No. 5.1 of the Internet Service Provider Licenses granted under the guidelines dated 24.08.2007, LICENSOR hereby amends/ appends the following conditions in the said ISP License Agreements with immediate effect:

| Existing Condition | Amended/ Appended Condition |
|---|---|
| SCHEDULE : TERMS AND CONDITIONS PART-I GENERAL CONDITIONS 2.2(i) Internet Access: Internet access means use of any device/technology/methodology to provide access to internet including IPTV and all content available without access restriction on Internet including web hosting, webcolocation but it does not include service provider's configured Closed User Group Services (VPN). The content for IPTV shall be regulated as per law in force from time to time. Permission to provide IPTV services shall be granted on application by licensee provided the licensee has networth of Rs. 100 crore or more. | SCHEDULE : TERMS AND CONDITIONS PART-I GENERAL CONDITIONS 2.2(i) Internet Access: Internet access means use of any device/technology/methodology to provide access to internet including IPTV and all content available without access restriction on Internet including web hosting, webcolocation but it does not include service provider's configured Closed User Group Services (VPN). The content for IPTV shall be regulated as per law in force from time to time. Permission to provide IPTV services shall be granted on application by licensee provided the licensee has networth of Rs. 100 crore or more. <i>Licensee may enter into mutual commercial agreements for roaming facilities (within same service area or other service areas) with other Cellular Mobile Telephone Service Licensees/ Unified Access Service Licensees/Unified Licensees with Access Service authorization/ Unified Licensees having Category 'A', Category 'B' and Category 'C' Internet Service Provider (ISP) authorizations/ Category 'A', Category 'B' and Category 'C' Internet Service Provider(ISP) Licensees, for providing Internet Access Services only. However, any Roaming arrangement shall not entitle the Licensee to acquire customer in the spectrum band not held or technology not deployed or for</i> |

| | |
|--|---|
| | <i>services/facilities not offered by the Licensee in its network.</i> |
| SCHEDULE : TERMS AND CONDITIONS PART-V OPERATING CONDITIONS New Condition 28A to be inserted between existing condition 28 and condition 29 | SCHEDULE : TERMS AND CONDITIONS PART-V OPERATING CONDITIONS 28A: Infrastructure Sharing Sharing of Active infrastructure amongst Service Providers based on the mutual agreements entered amongst them is permitted. Active infrastructure sharing will be limited to Wi-Fi equipment such as Wi-Fi router, Access Point etc. Sharing of backhaul is also permitted. |
| PART-III FINANCIAL CONDITIONS 17. FEES PAYABLE: 17.2 Licence Fees: An annual licence fee @6% of Adjusted Gross Revenue (AGR) as defined in Condition 18 , subject to minimum of Rs.50,000/- (Rupees Fifty Thousand Only) and Rs.10,000/- (Rupees Ten Thousand Only) shall be payable for category 'A' & 'B' service areas respectively per annum per licenced service area. | PART-III FINANCIAL CONDITIONS 17. FEES PAYABLE: 17.2 Licence Fees: An annual licence fee @8% of Adjusted Gross Revenue (AGR) as defined in Condition 18, inclusive of USO Levy which is presently 5% of AGR , subject to minimum of Rs.50,000/- (Rupees Fifty Thousand Only) and Rs.10,000/- (Rupees Ten Thousand Only) shall be payable for category 'A' & 'B' service areas respectively per annum per licenced service area. The Licensor reserves the right to modify the License fee as percentage of AGR any time during the currency of this agreement. |
| 18. Definition of 'Adjusted Gross Revenue' : 18.2 For the purpose of arriving at the "Adjusted Gross Revenue (AGR)" the following shall be excluded from the Gross Revenue to arrive at the AGR: (i) Charges from pure Internet service, activation charges from pure internet subscribers. Pure Internet Services shall mean any method / device / technology to provide access to Internet unless explicitly prohibited and all content available including web-hosting, web-colocation which is available on internet without access restriction. | 18.2 (i) "Charges from pure Internet service, activation charges from pure internet subscribers. Pure Internet Services shall mean any method / device / technology to provide access to Internet unless explicitly prohibited and all content available including web-hosting, web-colocation which is available on internet without access restriction." is deleted |

| | |
|--|--|
| <p>Appendix-II to Annexure-II Format of Statement of Revenue and Licence Fee</p> <p>S.No. 11 Miscellaneous Revenue</p> <p>AA. GROSS REVENUE OF THE LICENSEE COMPANY :(Add 1- 11)</p> <p>B. DEDUCT:</p> <p>1. Revenue from Pure Internet Service</p> | <p>S.No. 11 (B) (1) "Revenue from Pure Internet Service" is deleted</p> |
|--|--|

2. This amendment shall be part and parcel of Internet Service Provider (ISP) Licenses granted as per 24.08.2007 guidelines. All other terms and conditions shall remain unchanged.
3. The amendments shall be effective with immediate effect.


31/03/2021
(Jai Prakash)
ADG (DS)
Tel No.: 23036482

Copy To:

- (1) Secretary, TRAI
- (2) Advisor(Economics)/ Wireless Advisor
- (3) Sr DDG (TEC)/ DGT, DOT(HQ)
- (4) DDG(DS)/ DDG(AS)/ DDG(CS)/ DDG (LFP) /DDG(LFA)/ DDG(Security) /DDG (WPF)/ DDG(A/C)
- (5) All Director of AS /DS cell
- (6) Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecom
Sanchar Bhavan, 20, Ashoka Road, New Delhi - 110001
(Data Services Cell)

File No. 820-01/2006-LR(VOL.-II) Pt-2

Dated: 31.03.2021

To

All Internet Service Providers Licensees
Granted Under Guidelines dated 08.03.2002

Subject: Amendment relating to infrastructure sharing, Public Wi-Fi services, Definitions of Gross Revenue, Adjusted Gross Revenue and Rate of License Fees in Internet Service Provider (ISP) Licenses granted as per 2002 guidelines

In pursuance of Condition No. 12.2(ii) of the Internet Service Provider Licenses granted under the guidelines dated 08.03.2002, LICENSOR hereby appends the following conditions in the said ISP License Agreements with immediate effect:

| Existing Condition | Appended Condition |
|---|--|
| SCHEDULE "C" | SCHEDULE "C" |
| PART II: TERMS AND CONDITIONS | PART II: TERMS AND CONDITIONS |
| Condition 1: REQUIREMENT TO PROVIDE THE SERVICE New Condition 1.2A and 1.2B to be inserted between existing condition 1.2 and 1.3 | Condition 1: REQUIREMENT TO PROVIDE THE SERVICE 1.2A Licensee may enter into mutual commercial agreements for roaming facilities (within same service area or other service areas) with other Cellular Mobile Telephone Service Licensees/ Unified Access Service Licensees/Unified Licensees with Access Service authorization/ Unified Licensees having Category 'A', Category 'B' and Category 'C' Internet Service Provider (ISP) authorizations/ Category 'A', Category 'B' and Category 'C' Internet Service Provider (ISP) Licensees, for providing Internet Access Services only. However, any Roaming arrangement shall not entitle the Licensee to acquire customer in the spectrum band not held or technology not deployed or for services/facilities not offered by the Licensee in its network. 1.2B Sharing of Active infrastructure amongst Service Providers based on the mutual agreements entered amongst them is permitted. Active infrastructure sharing will be limited to Wi-Fi equipment such as Wi-Fi router, Access Point etc. Sharing of backhaul is also permitted. |

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| <p>Existing condition as per amendment issued vide letter No.820-1/05-LR (ITSP Amend) Dated: 03.03.2006</p> <p>Clause 1.1: Quantum of license fee and Schedule of payment:</p> <p>(iii) With effect from 01.01.2006, annual licence fee annually @ 6% of Adjusted Gross Revenue (AGR), excluding spectrum charges will be applicable in addition to Rupee One per annum. The Licensor reserves the right to modify the above mentioned Licence Fee any time during the currency of this Agreement.</p> <p>(v) Definition of 'Adjusted Gross Revenue':</p> <p>a) Gross Revenue: The Gross Revenue shall be inclusive of Internet access service, internet content service, Internet Telephony service installation charges, late fees, sale proceeds of terminal equipments, revenue on account of interest, dividend, value added services, supplementary services, revenue from permissible sharing of infrastructure and any other miscellaneous revenue, without any set-off for related item of expense, etc.</p> <p>b) For the purpose of arriving at the "Adjusted Gross Revenue (AGR)" the following shall be excluded from the Gross Revenue to arrive at the AGR:</p> | <p>Clause 1.1: Quantum of license fee and Schedule of payment:</p> <p>(iii) An annual licence fee @8% of Adjusted Gross Revenue (AGR) inclusive of USO Levy which is presently 5% of AGR shall be payable per licenced service area. The Licensor reserves the right to modify the License fee as percentage of AGR any time during the currency of this agreement.</p> <p>(v) Definition of 'Adjusted Gross Revenue' :</p> <p>a) Gross Revenue: The Gross Revenue shall be inclusive of revenue from Internet access service, revenue from internet contents, revenue from Internet Telephony service, revenue from activation charges, revenue from sale, lease or renting of bandwidth, links, R&G cases, Turnkey projects etc., revenue from IPTV service, late fees, sale proceeds of terminal equipments, revenue on account of interest, dividend, value added services, supplementary services, interconnection charges, roaming charges, revenue from permissible sharing of infrastructure and any other miscellaneous revenue, without any set-off for related item of expense etc.</p> <p>b) For the purpose of arriving at the "Adjusted Gross Revenue (AGR)" the following shall be excluded from the Gross Revenue to arrive at the AGR:</p> <p>(i) Service Tax on provision of service and Sales Tax actually paid to the Government if gross revenue had included as component of Sales Tax and Service Tax.</p> <p>(ii) Roaming revenue actually passed on to other eligible/entitled telecom service provider.</p> |
|--|---|

| | |
|--|--|
| <p>(i) Charges from Internet access, Internet content and Internet access related installation charges.</p> <p>(ii) Service Tax on provision of service and Sales Tax actually paid to the Government if gross revenue had included as component of Sales Tax and Service Tax.</p> | |
| <p>APPENDIX-II TO ANNEXURE-I</p> <p>Format of Statement of Revenue and Licence Fee</p> | <p>The format is revised and revised format is attached herewith.</p> |

2. This amendment shall be part and parcel of Internet Service Provider (ISP) Licenses granted as per 2002 guidelines. All other terms and conditions shall remain unchanged.

3. The amendments shall be effective with immediate effect.

Encl: Revised Format of Statement of Revenue and Licence Fee

Jai Prakash
31/03/2021

(Jai Prakash)
ADG (DS)
Tel No.: 23036482

Copy To:

- (1) Secretary, TRAI
- (2) Advisor(Economics)/ Wireless Advisor
- (3) Sr DDG (TEC)/ DGT, DOT(HQ)
- (4) DDG(DS)/ DDG(AS)/ DDG(CS)/ DDG (LFP) /DDG(LFA)/ DDG(Security) /DDG (WPF)/ DDG(A/C)
- (5) All Director of AS /DS cell
- (6) Director (IT) may kindly arrange to upload this letter on the website of DoT.

Appendix-II to Annexure-I

Format of Statement of Revenue and License Fee
 _____(Name and address of operator)
 ISP License No. _____
 in _____(Service Area)
 Statement of Revenue and License Fee for the Quarter

 of the financial year.....

(AMOUNT IN RUPEES)

| S.N. | PARTICULARS | ACTUALS FOR THE PREVIOUS QUARTER | ACTUALS FOR THE CURRENT QUARTER | CUMULATIVE UPTO THE CURRENT QUARTER. |
|----------|---|---|--|---|
| 1 | Revenue from services | | | |
| A | Revenue from Pure Internet Service (Internet Access and Content Service): | | | |
| A1. | Post paid options: | | | |
| i | Rentals | | | |
| ii | Activation Charges | | | |
| iii | Service Tax | | | |
| iv | Service charges | | | |
| V | Charges on account of any other value added services. Supplementary Services etc. | | | |
| vi | Any other income/ miscellaneous receipt from post paid options. | | | |
| | | | | |
| A2. | Pre-paid options: | | | |
| i. | Sale of pre-paid option including full value of all components charged therein. | | | |
| ii. | Any other income/ miscellaneous receipt from pre-paid options. | | | |
| | | | | |
| B | Revenue from Internet Telephony Service: | | | |
| B1. | Post paid options: | | | |
| i | Rentals | | | |
| ii | Activation Charges | | | |
| iii | Service Tax | | | |
| iv | Service charges | | | |

| | | | | |
|----------|--|--|--|--|
| v | Charges on account of any other value added services. Supplementary Services etc. | | | |
| vi | Any other income/ miscellaneous receipt from post paid options. | | | |
| | | | | |
| B2. | Pre-paid options: | | | |
| i. | Sale of pre-paid option including full value of all components charged therein. | | | |
| ii. | Any other income/ miscellaneous receipt from pre-paid options. | | | |
| | | | | |
| C | Revenue from any other value added service | | | |
| | | | | |
| 2 | Income from trading activity (all including of sales tax) | | | |
| (i) | Sale of Terminal Equipments | | | |
| (ii) | Sale of accessories etc. | | | |
| (iii) | Any other income/ miscellaneous receipt from trading activity. | | | |
| | | | | |
| 3 | Income from investments | | | |
| (i) | Interest income | | | |
| (ii) | Dividend income | | | |
| (iii) | Any other miscellaneous receipt from investments. | | | |
| 4 | Non-refundable deposits from subscribers | | | |
| | | | | |
| 5 | Revenue from franchisees /resellers including all commissions and discounts etc. excluding the revenues already included in IA&IB | | | |
| | | | | |
| 6 | Revenue from sharing/ leasing of infrastructure | | | |
| | | | | |
| 7 | Revenue from sale/ lease renting of bandwidth, links, R&G cases, turnkey projects etc. | | | |

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|-----|---|--|--|--|
| 8 | Revenue from Roaming | | | |
| i | Roaming facility revenue from own subscribers. | | | |
| ii | Roaming revenue from own subscriber visiting other networks. | | | |
| iii | Roaming Commission earned. | | | |
| iv | Roaming revenue on account of visiting subscribers from other networks. | | | |
| V | Service Tax if not included above. | | | |
| vi | Any other income/miscellaneous receipt from roaming | | | |
| 9 | Revenue from IPTV Services | | | |
| 10 | Revenue from other Operators on account of provisioning of interconnection | | | |
| 11 | Miscellaneous Revenue | | | |
| AA | GROSS REVENUE OF THE Licensee COMPANY :(Add 1-11) | | | |
| B | DEDUCT: | | | |
| 1 | Service Tax paid to the Government | | | |
| 2 | Sales Tax paid to the Government | | | |
| 3 | Roaming revenue actually passed on to other eligible/entitled telecom service provider. | | | |
| BB | TOTAL DEDUCTIBLE REVENUE (1+2+3) | | | |
| CC | ADJUSTED GROSS REVENUE (AA-BB) | | | |
| | REVENUE SHARE @ ----- OF ADJUSTED GROSS REVENUE | | | |



1697
Ministry of Communication
Department of Telecommunications
20 Ashoka Road, Sanchar Bhawan
New Delhi-110001
(Licensing Finance Policy Division)

76
09.10.21
dated 15.09.2021

F. No.12-25/2019-LFP (pt)

Subject: Issue of Guidelines for Assessment of License fee in r/o PSUs after the Hon'ble Supreme Court Judgement dated 11.06.2020 - regarding.

In continuation of this office letter No.12-25/2019-LFP, dated 13.07.2020 (copy enclosed) Hon'ble Supreme Court order dated 11.06.2020 in the AGR matter [CA 6328-6399 of 2015] is enclosed herewith. The Hon'ble Supreme court has inter-alia observed that.

"It is apparent that the licences are different and our judgment in this case could not have been made the basis for raising the demand against Public Sector Undertakings. Even otherwise, the Public Sector Undertakings are not in the actual business of providing mobile services to the general public.

In the circumstances, let the Department of Telecom reconsider the demand that has been sprung, within three days from today, and on the next date of hearing report the compliance of the action taken on the basis of this order."

2. You are requested to complete the assessment of PSU's (M/s Powergrid, GAIL, Oil India and DMRC, ERNET, NICS, STPI and GIPL) as per the terms and conditions of licence agreement and in light of the Hon'ble Supreme Court order dated 11.06.2020.

This issues with the approval of Competent Authority.

[Signature]
15/09/2021
Director (LFP-II)

Encl: As above.

To,

1. CGCA, New Delhi
2. Pr. Controller of Communication of Accounts, Delhi
3. Controller of Communication of Accounts, Gujarat
4. Controller of Communication of Accounts, Assam

X Spoken with Addl. CGCA.

X Pl. link up by dt 13.7.2020

X Pl. spk urgently 4 DFA release to DOT.

ACAO-II V. Sanyal
1/10

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Access Services Wing)

No.20-271/2010-AS-I (Vol-IV)

Dated: 01.10.2021

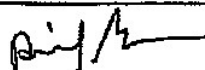
To

All UAS Licensees

Subject: Amendment in Unified Access Service License (UASL) Agreement for change in interest rate, penalty and interest on penalty on delayed payment of License Fee or any other dues – regarding.

As per the Condition 5.1 of Part-I of UAS License Agreement, the Licensor reserves the right to modify at any time the terms and conditions of the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the UAS License Agreement:

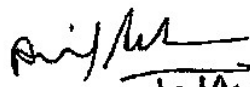
| Existing Clause | Amended Clause |
|--|---|
| <p>PART III FINANCIAL CONDITIONS</p> <p>20.5 Any delay in payment of License Fee, or any other dues payable under the License beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.</p> | <p>PART III FINANCIAL CONDITIONS</p> <p>20.5 Any delay in payment of License Fee, or any other dues payable under the License beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p> |



| Existing Clause | Amended Clause |
|--|---|
| PART III FINANCIAL CONDITIONS 20.8 In case, the total amount paid as quarterly Licence Fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable Licence Fee, it shall attract a penalty of 50% of the entire amount of short payment. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed. This amount of penalty shall be payable within 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged per terms of Condition 20.5. | PART III FINANCIAL CONDITIONS Stands deleted. |

2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.

3. This amendment shall be part and parcel of the UAS License Agreement and other Terms & Conditions shall remain unchanged.


1-10-2021
(Anil Kumar Gehlot)
Director (AS-I)
For and on behalf of the President of India
Ph. No. 23036864

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPP)/ DDG(A/C) for kind information please.
5. All Directors of AS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Access Services Wing)

No.20-271/2010-AS-I (Vol-IV)

Dated: 01.10.2021

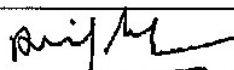
To

All UL (VNO) Licensees

**Subject: Amendment in Unified License (Virtual Network Operator) {UL(VNO)}
Agreement for change in interest rate, penalty and interest on penalty on
delayed payment of License Fee or any other dues - regarding.**

As per the Condition 5.1 of Chapter-I of UL (VNO) License Agreement, the Licensor reserves the right to modify at any time the terms and conditions of the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the UL (VNO) License Agreement:

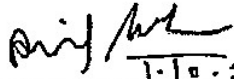
| Existing Clause | Amended Clause |
|---|---|
| PART-I, CHARTER III, FINANCIAL CONDITIONS 20.6 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month. | PART-I, CHARTER III, FINANCIAL CONDITIONS 20.6 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month. |


1.10.2021

| Existing Clause | Amended Clause |
|--|---|
| <p>PART-I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.8 Final adjustment of the License fee for the year shall be made on or before 30th June of the following year. Based on the gross revenue figures, the minimum License Fee shall be submitted by the Licensee, duly certified by the AUDITORS of the Licensee in accordance with the provision of the Companies' Act, 2013. In case the total amount paid as quarterly license fee for the four quarters in the financial year falls short by more than 10% of the payable license fee and such short payment is made good by the licensee on its own within this 90 days from the last day of financial year, no penalty shall be imposed. However, in case the demand for such shortfall is made by the DoT after assessment and verification, the shortfall amount shall be made along with the penalty at the rate 50% of the shortfall amount along with interest on the penalty amount applicable from the due date till the date of issue of final demand notice. In this case, the due date may be taken as the date next to the date of completion of the financial year for which assessment is made, i.e., 1st April.</p> | <p>PART-I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.8 Final adjustment of the License fee for the year shall be made on or before 30th June of the following year. Based on the gross revenue figures, the minimum License Fee shall be submitted by the Licensee, duly certified by the AUDITORS of the Licensee in accordance with the provision of the Companies' Act, 2013.</p> |

2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.

3. This amendment shall be part and parcel of the UL (VNO) Agreement and other Terms & Conditions shall remain unchanged.


 (Anil Kumar Gehlot)
 Director (AS-I)
 For and on behalf of the President of India
 Ph. No. 23036864

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).

4. DDG (CS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. All Directors of AS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Access Services Wing)

No.20-271/2010-AS-I (Vol-IV)

Dated: 01.10.2021

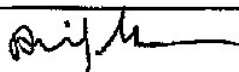
To

All Unified Licensees

Subject: Amendment in Unified License Agreement for change in interest rate, penalty and interest on penalty on delayed payment of License Fee or any other dues - regarding.

As per the Condition 5.1 of Chapter-I of Unified License (UL) Agreement, the Licensor reserves the right to modify at any time the terms and conditions of the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the UL Agreement:


| Existing Clause | Amended Clause |
|--|---|
| PART- I, CHARTER III, FINANCIAL CONDITIONS 20.7 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month. | PART- I, CHARTER III, FINANCIAL CONDITIONS 20.7 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 2 % above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month. |



| Existing Clause | Amended Clause |
|---|--|
| PART- I, CHARTER III, FINANCIAL CONDITIONS 20.10 In case, the total amount paid as quarterly License Fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable License Fee, it shall attract a penalty of 50% of the entire amount of short payment. However, if such short payment is made good by the licensee on its own within 60 days from the last day of the financial year, no penalty shall be imposed. In case demand for such shortfall is made by the licensor after assessment and verification as per condition 20.9, such amount shall be paid along with penalty within 15 days of issue of such demand, failing which interest shall be further charged as per terms of Condition 20.7. | PART- I, CHARTER III, FINANCIAL CONDITIONS Stands deleted. |

2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.

3. This amendment shall be part and parcel of the Unified License Agreement and other Terms & Conditions shall remain unchanged.


1.10.2021
(Anil Kumar Gehlot)
Director (AS-I)
For and on behalf of the President of India
Ph. No. 23036864

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. All Directors of AS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Carrier Services Wing)

No. 311-Misc/2017-CS-I

Dated: 06.10.2021

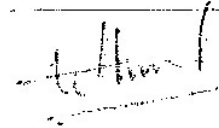
To

All CMRTS Licensees

Subject: Amendment in CMRTS License Agreement for change in interest rate, penalty and interest on penalty on delayed payment of License Fee or any other dues - regarding.

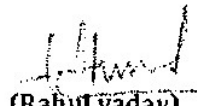
As per the Condition 3.1 of schedule-II: Terms and Conditions, of License Agreement for Captive Mobile Radio Trunking Service, the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, or incorporate new conditions, if in the opinion of the LICENSOR it is considered necessary or expedient to do so in the interest of national security, public interest and for proper conduct of the service/ telegraphs. The decision of the LICENSOR shall be final in this regard. In pursuance of this condition, the Licensor hereby amends/appends the following in the CMRTS License Agreement:

| Existing Clause | Amended Clause |
|---|--|
| <p style="text-align: center;">Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>14.5: Any delay in payment of License fee or any other dues payable under the LICENSE, beyond the stipulated period will attract interest at a rate which will be 4% above the one-year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.</p> | <p style="text-align: center;">Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>14.5: Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 2 % above the one-year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p> |



| Existing Clause | Amended Clause |
|--|---|
| PART- I, CHARTER III, FINANCIAL CONDITIONS 14.6 In case, the total amount paid on the self assessment of the LICENSEE as quarterly License Fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable license fee, it shall attract a penalty of 50% of the entire amount of the short payment. This amount of short payment along with the penalty shall be payable within 15 days, failing which interest shall be further charged as per terms of Condition 14.5. | PART- I, CHARTER III, FINANCIAL CONDITIONS Stands deleted. |

2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.
3. This amendment shall be part and parcel of the CMRTS License Agreement and other Terms & Conditions shall remain unchanged.


(Rahul yadav)
ADG (CS-I)
Ph. No. 23036489

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. All Directors of CS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Carrier Services Wing)

No. 311-Misc/2017-CS-I

Dated: 06.10.2021

To

All the PMRTS Licensees (other than UL)

Subject: Amendment in PMRTS License Agreement for change in interest rate, penalty and interest on penalty on delayed payment of License Fee or any other dues - regarding.

As per the Condition 4.1 of schedule-II: Terms and Conditions, of License Agreement for Public Mobile Radio Trunking Service, the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, if in the opinion of the LICENSOR it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. The decision of the LICENSOR shall be final and binding in this regard. In pursuance of this condition, the Licensor hereby amends/appends the following in the PMRTS License Agreement:

| Existing Clause | Amended Clause |
|---|--|
| <p style="text-align: center;">Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>19.5: Any delay in payment of License fee or any other dues payable under the LICENSE, beyond the stipulated period will attract interest at a rate which will be 4% above the one-year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.</p> | <p style="text-align: center;">Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>19.5: Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 2 % above the one-year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p> |

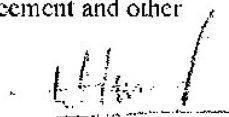
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| Existing Clause | Amended Clause |
|---|--|
| <p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>19.8 In case, the total amount paid on the self assessment of the LICENSEE as quarterly License Fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable license fee, it shall attract a penalty of 50% of the entire amount of the short payment. This amount of short payment along with the penalty shall be payable within 15 days of the date of signing the Audit Report on the Annual Accounts, failing which interest shall be further charged as per terms of Condition 19.5. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed.</p> | <p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>Stands deleted.</p> |

2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.

3. This amendment shall be part and parcel of the PMRTS License Agreement and other Terms & Conditions shall remain unchanged.


(Rahul Yadav)
ADG (CS-I)
Ph. No. 23036489

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. All Directors of CS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, Ashoka Road, New Delhi-110001
(Carrier Services-III Cell)

No. 10-54/2010-CS-III (Vol. II)

Dated: 06.10.2021

To

All the ILD Licensees (Other than UL)

Subject: Amendment to the ILD License (Other than UL) for change in interest rate, penalty and interest on penalty on delayed payment of License Fee or any other dues - regarding.


In pursuance to Condition 12.1 of the ILD license, the Licensor hereby amends the ILD license agreement as under:

| Existing clause | Amended clause |
|--|---|
| 6. Schedule of payment of ANNUAL LICENSE FEE and other dues | 6. Schedule of payment of ANNUAL LICENSE FEE and other dues |
| 6.5 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month. | 6.5 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 2 % above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually . A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month. |
| 6.8 In case, the total amount paid on the self assessment of the LICENCEE as quarterly LICENCE Fee for the 4 (four) quarters of the | Stands deleted. |

financial year, fall short by more than 10% of the payable LICENCE fee, it shall attract a penalty of 50% of the entire amount of short payment. This amount of short payment along with the penalty shall be payable with 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged as per terms of Condition 6.5. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed.

2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.

3. This amendment shall be part and parcel of the ILD License Agreement and all others Terms & Conditions shall remain unchanged.


(Pradeep Kumar)
Director (CS-III)
For and on behalf of the President of India
Ph. No. 23036348

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG(AS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, Ashoka Road, New Delhi-110001
(Carrier Services-III Cell)

No. 10-54/2010-CS-III (Vol. II)

Dated: 06.10.2021

To

All the NLD Licensees (Other than UL)

Subject: Amendment to the NLD License (Other than UL) for change in interest rate, penalty and interest on penalty on delayed payment of License Fee or any other dues - regarding.


In pursuance to Condition 12.1 of the NLD license, the Licensor hereby amends the NLD license agreement as under:

| Existing clause | Amended clause |
|--|---|
| 6. Schedule of payment of ANNUAL LICENSE FEE and other dues | 6. Schedule of payment of ANNUAL LICENSE FEE and other dues |
| 6.5 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month. | 6.5 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 2 % above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month. |
| 6.8 In case, the total amount paid on the self assessment of the LICENCEE as quarterly LICENCE Fee for the 4 (four) quarters of the | Stands deleted. |

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| | |
|--|--|
| financial year, fall short by more than 10% of the payable LICENCE fee, it shall attract a penalty of 50% of the entire amount of short payment. This amount of short payment along with the penalty shall be payable with 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged as per terms of Condition 6.5. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed. | |
|--|--|

2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.
3. This amendment shall be part and parcel of the NLD License Agreement and all others Terms & Conditions shall remain unchanged.


 06/10/21
 (Pradeep Kumar)
 Director (CS-III)
 For and on behalf of the President of India
 Ph. No. 23036348

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG(AS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
(Access Services Division)

Sanchar Bhawan, Ashok Road, New Delhi-110001

No.20-271/2010 AS-I (Vol.-IV)

Dated: 06.10.2021

To,

All UAS Licensees

Subject: Amendment in UAS license for rationalization of Bank Guarantees.

As per condition 5.1 of the UAS License Agreement, the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, if in the opinion of the LICENSOR it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. In pursuance of this condition the LICENSOR hereby amends the following clause in UASL agreement:

| S No. | Existing clause | Amended clause |
|-------|---|---|
| 1 | <p>21.2 Financial Bank Guarantee:</p> <p>The LICENSEE shall submit a Financial Bank Guarantee (FBG), valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Performa annexed. Initially, the financial bank guarantee shall be for an amount of Rs. 50 / 25 / 5 Crore (for category 'A' / 'B' / 'C' service areas respectively) which shall be submitted before signing the License agreement. Subsequently, the amount of FBG shall be equivalent to the estimated sum payable equivalent to license fee for two quarters and other dues not otherwise securitized and any additional amount as deemed fit by the Licensor. The amount of FBG shall be subject to periodic review by the Licensor and shall be renewed from time to time till final clearance of all dues.</p> | <p>21.2 Financial Bank Guarantee:</p> <p>The LICENSEE shall submit a Financial Bank Guarantee (FBG), valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Performa annexed. Initially, the financial bank guarantee shall be for an amount of Rs. 50 / 25 / 5 Crore (for category 'A' / 'B' / 'C' service areas respectively) which shall be submitted before signing the License agreement. Subsequently, the amount of FBG shall be equivalent to the 20% of estimated sum payable (of license fee for two quarters and other dues not otherwise securitized and any additional amount as deemed fit by the Licensor). The amount of FBG shall be subject to periodic review by the Licensor and shall be renewed from time to time till final clearance of all dues.</p> |

2. The PBGs and FBGs of existing Licensee shall be revised to 20% of the current total amount held by the Licensor subject to the conditions in para 3 below.



3. The rationalization of Bank Guarantees shall not be applicable in following cases:
- a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
4. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
5. This amendment comes into effect with immediate effect.
6. This amendment shall be part and parcel of the UASL Agreement and other Terms & Conditions remain unchanged.


(Anil Kumar Gehlot)

Director (AS-I)

For and on behalf of the President of India

Ph. No. 23036864

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/ CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG (DS)/DDG (Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG (SA)/ DDG (WPF)/ DDG (A/C).
5. All Directors of AS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
(Access Services Division)

Sanchar Bhawan, Ashok Road, New Delhi-110001

No.20-271/2010 AS-I (Vol.-IV)

Dated: 06.10.2021

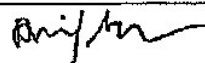
To

All UL (VNO) Licensees

Subject: Amendment in UL (VNO) License for rationalization of Bank Guarantees.

As per condition 5.1 of UL (VNO) License Agreement, the Licensor reserves the right to modify at any time the terms and conditions of the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. In pursuance of this condition the Licensor hereby amends the following clause in UL (VNO) agreement:

| S No. | Existing clause | Amended clause |
|-------|---|--|
| 1 | <p>PART-I, CHAPTER-III, Financial Conditions 21.2 Financial Bank Guarantee: The Licensee shall submit Financial Bank Guarantee (FBG) separately for each service and service area for the amount as per Annexure-II, initially before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Proforma at Annexure-III of this license agreement. Subsequently, the amount of FBG shall be equivalent to the estimated sum payable equivalent to License fee for two quarters and other dues not otherwise securitized. The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor, i.e. CCAs/ DoT and shall be renewed from time to time. Initially, the Bank Guarantee (FBG) shall be valid for a period of one year and shall be renewed from time to time. The Licensee, on its own, shall extend the</p> | <p>PART-I, CHAPTER-III, Financial Conditions 21.2 Financial Bank Guarantee: The Licensee shall submit Financial Bank Guarantee (FBG) separately for each service and service area as per Annexure-II, initially before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Proforma at Annexure-III of this license agreement. Subsequently, the amount of FBG shall be equivalent to 20% of the estimated sum payable (of License fee for two quarters and other dues not otherwise securitized). The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor, i.e. CCAs/ DoT and shall be renewed from time to time. Initially, the Bank Guarantee (FBG) shall be valid for a period of one year and shall be renewed from time to time. The Licensee, on its own, shall extend the validity period of the Bank Guarantees at</p> |



| | | |
|--|---|---|
| | <p>validity period of the Bank Guarantees at least one month prior to date of its expiry without any demand or notice from the Licensor on year to year basis. Any failure to do so, shall amount to violation of the terms of the License and entitle the Licensor to encash the Bank Guarantees and to convert into a cash security without any reference to the Licensee at his risk and cost. No interest or compensation whatsoever shall be paid/ payable by the Licensor on such encashment.</p> | <p>least one month prior to date of its expiry without any demand or notice from the Licensor on year to year basis. Any failure to do so, shall amount to violation of the terms of the License and entitle the Licensor to encash the Bank Guarantees and to convert into a cash security without any reference to the Licensee at his risk and cost. No interest or compensation whatsoever shall be paid/ payable by the Licensor on such encashment.</p> |
|--|---|---|

2. The FBGs of existing Licensee shall be revised as per the above amended clause subject to condition in para 3 below.

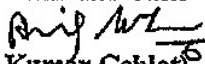
3. The rationalization of Bank Guarantees shall not be applicable in following cases:

- a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
- b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).

4. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.

5. This amendment comes into effect with immediate effect.

6. This amendment shall be part and parcel of the UL (VNO) Agreement and other Terms & Conditions remain unchanged.


(Anil Kumar Gehlot) 6/10/21
Director (AS-I)

For and on behalf of the President of India
Ph. No. 23036864

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/ CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG (DS)/DDG (Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG (SA)/ DDG (WPF)/ DDG (A/C).
5. All Directors of AS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Amendment to Annexure-II of UL (VNO) License Agreement

Details of Minimum Equity, Minimum Net worth, Entry Fee, FBG and Application Processing Fee for various service authorizations

| Sl No. | Service | Minimum Equity (Rs. Cr.) | Minimum Networth (Rs. Cr.) | Entry Fee (Rs. Cr.) | FBG (Rs. Cr.) | Application Processing Fee (Rs. Cr.) |
|--|--|--------------------------|----------------------------|------------------------------|---------------|--------------------------------------|
| 1 | UL(All services) | 10.000 | 10.000 | 7.500 | 4.400 | 0.010 |
| Service Authorization wise requirements | | | | | | |
| 1 | Access Service (Telecom Circle / Metro Area) | 1.000 | 1.000 | 0.500 (0.25 for NE & J&K) | 0.200 | 0.005 |
| 2 | NLD (National Area) | 1.000 | 1.000 | 1.250 | 0.500 | 0.005 |
| 3 | ILD (National Area) | 1.000 | 1.000 | 1.250 | 0.500 | 0.005 |
| 4 | VSAT (National Area) | Not Prescribed | Not Prescribed | 0.150 | 0.030 | 0.005 |
| 5 | PMRTS (Telecom circle/Metro) | Not Prescribed | Not Prescribed | 0.0025 | 0.001 | 0.0015 |
| 6 | GMPCS (National Area) | 1.000 | 1.000 | 0.500 | 0.100 | 0.005 |
| 7 | INSAT MSS-R (National Area) | Not Prescribed | Not Prescribed | 0.150 | 0.002 | 0.005 |
| 8 | ISP "A" (National Area) | Not Prescribed | Not Prescribed | 0.150 | 0.010 | 0.005 |
| 9 | ISP "B" (Telecom circle/Metro Area) | Not Prescribed | Not Prescribed | 0.010 | 0.001 | 0.0015 |
| 10 | ISP "C" (SSA) | Not Prescribed | Not Prescribed | 0.001 | 0.0001 | 0.001 |
| 11 | Resale of IPLC | 1.250 | 1.250 | 0.500 | 0.100 | 0.005 |
| 12 | Access Service Cat 'B' | Not Prescribed | 0.050 | 0.0165 | 0.002 | 0.001 |

Right

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Access Services Wing)

No.20-271/2010 AS-I (Vol-IV)

Dated: 06.10.2021

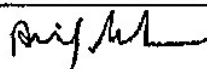
To

All Unified Licensees

Subject: Amendment in Unified License Agreement for rationalization of Bank Guarantees.

As per the Condition 5.1 of Chapter-I of Unified License (UL) Agreement, the Licensor reserves the right to modify at any time the terms and conditions of the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the UL Agreement:

| S. No. | Existing Clause | Amended Clause |
|--------|---|---|
| 1. | <p>PART-I, CHAPTER-III, FINANCIAL CONDITIONS</p> <p>21. BANK GUARANTEES:</p> <p>21.1 Performance Bank Guarantee:</p> <p>Performance Bank Guarantee (PBG) in prescribed format at Annexure-III of this license agreement shall be submitted separately for each service and service area for the amount as per Annexure-II, subject to a maximum of Rs 220 Crore initially, before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any scheduled bank or public financial institution duly authorized to issue such bank guarantee, to cover violation of license conditions and to ensure the performance under the license agreement including compliance of instructions issued by the Licensor from time to time. The PBGs shall be maintained and kept valid by the licensee during the entire currency of the license</p> | <p>PART-I, CHAPTER-III, FINANCIAL CONDITIONS</p> <p>21. BANK GUARANTEES:</p> <p>21.1 Performance Bank Guarantee:</p> <p>Performance Bank Guarantee (PBG) in prescribed format at Annexure-III of this license agreement shall be submitted separately for each service and service area for the amount as per <u>Annexure-II</u>, subject to a maximum of <u>Rs 44 Crore</u> initially, before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any scheduled bank or public financial institution duly authorized to issue such bank guarantee, to cover violation of license conditions and to ensure the performance under the license agreement including compliance of instructions issued by the Licensor from time to time. The PBGs shall be maintained and kept valid by the licensee during the entire currency of the license</p> |

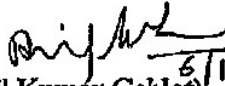


| | |
|--|---|
| agreement. However, the Licensor may increase the value of PBGs whenever any demand is raised for non-compliance of terms and conditions of License/ authorization to the extent it remains un-securitized by the existing PBGs, which shall be maintained till clearance of such demand by the licensee. | agreement. However, the Licensor may increase the value of PBGs whenever any demand is raised for non-compliance of terms and conditions of License/ authorization to the extent it remains un-securitized by the existing PBGs, which shall be maintained till clearance of such demand by the licensee. |
| <p>21.2 Financial Bank Guarantee:</p> <p>The Licensee shall submit Financial Bank Guarantee (FBG) separately for each service and service area for the amount as per Annexure-II, subject to a maximum of Rs 44 Crore initially before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Proforma at Annexure IV of this license agreement. Subsequently, the amount of FBG shall be equivalent to the estimated sum payable equivalent to License fee for two quarters and other dues not otherwise securitized. The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor and shall be renewed from time to time.</p> | <p>21.2 Financial Bank Guarantee:</p> <p>The Licensee shall submit Financial Bank Guarantee (FBG) separately for each service and service area for the amount as per Annexure-II, subject to a maximum of <u>Rs 8.8 Crore</u> initially before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Proforma at Annexure IV of this license agreement. Subsequently, the amount of FBG shall be equivalent to <u>20%</u> of the estimated sum payable (of License fee for two quarters and other dues not otherwise securitized). The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor and shall be renewed from time to time.</p> |

2. The PBGs and FBGs of existing Licensee shall be revised as per the above amended clause subject to the conditions in para 3 below.
3. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).



- c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
4. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
5. This amendment comes into effect with **immediate effect**.
6. This amendment shall be part and parcel of the Unified License Agreement and other Terms & Conditions remain unchanged.


(Anil Kumar Gehlot) 6/10/21
Director (AS-I)
For and on behalf of the President of India
Ph. No. 23036864

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/ CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG (DS)/DDG (Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG (SA)/ DDG (WPF)/ DDG (A/C).
5. All Directors of AS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Amendment to Annexure-II of Unified License Agreement

Details of Minimum Equity, Minimum Networth, Entry Fee, PBG, FBG and Application Processing Fee for various service authorizations

| Sl No. | Service | Minimum Equity (Rs. Cr.) | Minimum Networth (Rs. Cr.) | Entry Fee (Rs. Cr.) | PBG (Rs. Cr.) | FBG (Rs. Cr.) | Application Processing Fee (Rs. Cr.) |
|--|---|--------------------------|----------------------------|-----------------------------|---------------|---------------|--------------------------------------|
| 1 | UL(All services) | 25.000 | 25.000 | 15.000 | 44.000 | 8.800 | 0.010 |
| Service Authorization wise requirements | | | | | | | |
| 1 | Access Service (Telecom Circle / MetroArea) | 2.500 | 2.500 | 1.000 (0.5 for NE & J&K) | 2.000 | 0.400 | 0.005 |
| 2 | NLD (National Area) | 2.500 | 2.500 | 2.500 | 0.500 | 1.000 | 0.005 |
| 3 | ILD (National Area) | 2.500 | 2.500 | 2.500 | 0.500 | 1.000 | 0.005 |
| 4 | VSAT (National Area) | Not Prescribed | Not Prescribed | 0.300 | 0.100 | 0.060 | 0.005 |
| 5 | PMRTS (Telecom circle/Metro) | Not Prescribed | Not Prescribed | 0.005 | 0.002 | 0.002 | 0.0015 |
| 6 | GMPCS (National Area) | 2.500 | 2.500 | 1.000 | 0.500 | 0.200 | 0.005 |
| 7 | INSAT MSS-R (National Area) | Not Prescribed | Not Prescribed | 0.300 | 0.004 | 0.004 | 0.005 |
| 8 | ISP "A" (National Area) | Not Prescribed | Not Prescribed | 0.300 | 0.400 | 0.020 | 0.005 |
| 9 | ISP "B" (Telecom circle/Metro Area) | Not Prescribed | Not Prescribed | 0.020 | 0.020 | 0.002 | 0.0015 |
| 10 | ISP "C" (SSA) | Not Prescribed | Not Prescribed | 0.002 | 0.001 | 0.0002 | 0.001 |

Amish

No. 1-9/2019-LFP-I
Government of India
Ministry of Communications
Department of Telecommunication
(Licensing Finance Policy Wing)
Sanchar Bhawan, Ashoka Road, New Delhi-110001

Office Memorandum

Dated: 08.10.2021

Subject: Procedure for rationalization of Bank Guarantees pursuant to the amendment in the License Agreement(S)

Kindly find enclosed the License Amendment bearing No. 20-271/2010 AS-I (Vol.IV) dated 06.10.2021 pursuant to the decision of the Union Cabinet in respect of Rationalization of Bank Guarantees.

2. The competent authority has decided the modalities for implementation of the aforesaid amendment as follows:

Licensees whose License Fee assessment is carried out at LFA Wing, DOT HQ

O/o Controller General of Communication Accounts shall be responsible for custody and maintenance of all PBGs and FBGs (excluding spectrum auction FBGs and roll-out obligation related PBGs) including inter alia the following:

- i. Ascertaining the revised FBG/PBG amount requirement in terms of the License Agreement;
- ii. Communicating the revised FBG/PBG requirement to concerned TSPs;
- iii. Receiving the revised bank guarantee(s) and getting the verification/confirmation from concerned banks;
- iv. Releasing of old PBGs/FBGs to TSPs;
- v. Six-monthly review of FBGs amounts.

Licensees whose License Fee assessment is carried out by CCA offices

The concerned CsCAs carrying out the LF assessment shall be responsible for custody and maintenance of all PBGs and FBGs (excluding spectrum auction FBGs and roll-out obligation related PBGs) including inter alia the following:

- i. Ascertaining the the revised FBG/PBG amount requirement in terms of the License Agreement;
- ii. Communicating the revised FBG/PBG requirement to the concerned TSPs;
- iii. Receiving the revised bank guarantees and getting the verification/confirmation from concerned banks;
- iv. Releasing of old PBGs/FBGs to TSPs;
- v. Six-monthly review of FBGs amounts.

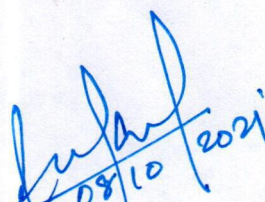
3. Regarding calculation of Bank Guarantee requirements, in respect of the term "*other dues not otherwise securitized*", following amounts shall not be included while computing of PBG/FBG amounts:

- i. AGR Dues determined as payable by the Hon'ble Supreme Court Judgement dated 1.9.2020;
- ii. License Fee and SUC dues for prior and current periods, not included in Hon'ble Supreme Court judgment which are the subject of dispute/litigation of assessments/wherein TSPs have submitted representations which are pending. In these cases the demands will become due (payable) on settlement of outstanding issues;
- iii. CAF and EMF penalties (violations of license) and demands of Liquidated Damages. The issues of securitization for violation of license terms and conditions is covered under PBG prescribed under clause 21.1 of UL Agreement.

3. Necessary action shall be taken to effect the revised PBG/FBG requirements immediately. O/o Controller General of Communication Accounts may issue suitable instructions to the CsCA and TSPs towards effective implementation of the Cabinet decision.

This issues with approval of Competent Authority.

Encl: As above.


Director(LFP-II)

Copy to:

1. CGCA
2. Member (T)/DGT/Advisor (F)/JWA: with the request to immediately furnish the detail referring BGs under litigations, corporate insolvency resolution process or those licensees who have closed operations (undergoing liquidation/liquidated) to O/o CGCA
3. All Pr.CsCA/CsCA
4. DDG (LFA)/DDG(WPF)
5. PPS to Secretary (T)
6. PPS to Member (F)
7. Director IT for uploading on DoT website.
8. All Operators concerned.
9. Guard file.

File No. 815-66/2021-SAT/2
Government of India
Ministry of Communications
Department of Telecommunications
(Satellite Division)
20, Ashoka Road, New Delhi – 110001

Dated 08th October, 2021

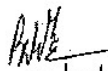
To,

All Captive VSAT CUG Licensees

Subject: Amendment in the Captive VSAT Services CUG Domestic Data Network using INSAT Satellite system License Agreement for rationalization of Bank Guarantee, change in interest rate, penalty, interest on penalty on delayed payment of License Fee or any other dues - reg.

As per the Condition 10, Section-I of License Agreement for Captive VSAT Services Closed User Group Domestic Data Network using INSAT Satellite system, the Licensor reserves the right to amend or alter the conditions of this license, suo moto, at any time. In pursuance of this condition, the Licensor hereby amends/appends the following in the License Agreement for Captive VSAT Services Closed User Group Domestic Data Network using INSAT Satellite system:


| Existing clause | Amended Clause |
|---|---|
| Section-III Financial Conditions 2.0 Schedule of payment of license fee 2.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month. | Section-III Financial Conditions 2.0 Schedule of payment of license fee 2.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month. |
| 2.0 Schedule of payment of license fee 2.6 In case, any under-reporting in the number of | 2.0 Schedule of payment of license fee 2.6 In case, any under-reporting in the |


08/10/2021

| | |
|---|--|
| <p>VSATs is detected, it shall attract a penalty of 50% of the entire amount of short payment. The amount of short payment along with the penalty shall be payable within 15 days, failing which interest shall be further charged as per terms of condition 2.5.—The LICENSOR further reserves the right to terminate the license in addition to the recovery of all dues under the License Agreement.</p> | <p>number of VSATs is detected, the LICENSOR reserves the right to terminate the license in addition to the recovery of all dues under the License Agreement.</p> |
| <p>3.0 Bank Guarantee</p> <p>3.1 The LICENSEE shall submit a Financial Bank Guarantee (FBG) valid for a period of one year from any Scheduled Bank in India in the prescribed performa at Annexure-II. Initially, the Financial Bank Guarantee shall be for an amount of Rs. 15 lakhs which shall be submitted before signing the License Agreement. Subsequently, the amount of FBG shall be equivalent to the estimated sum payable annually towards the license fee. The amount of FBG shall be subject to periodic review by the LICENSOR. (Financial Bank Guarantee is not applicable in the case of Central Government Departments.) *</p> | <p>3.0 Bank Guarantee</p> <p>3.1 The LICENSEE shall submit a Financial Bank Guarantee (FBG) valid for a period of one year from any Scheduled Bank in India in the prescribed performa at Annexure-II. Initially, the Financial Bank Guarantee shall be for an amount of Rs. 03 lakhs which shall be submitted before signing the License Agreement. Subsequently, the amount of FBG shall be equivalent to 20% of the estimated sum payable annually towards the license fee. The amount of FBG shall be subject to periodic review by the LICENSOR. (Financial Bank Guarantee is not applicable in the case of Central Government Departments.) *</p> |

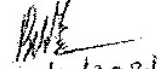
2. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.

3. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.


08/10/2021

4. This amendment comes into effect with from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licenses after the said date.

5. This amendment shall be part and parcel of the Captive VSAT CUG License Agreement and all others Terms & Conditions shall remain unchanged.


08/10/2021

(Raj Kumar Jha)
Assistant Director General (Satellite-II)
For and on behalf of the President of India
Ph. No. 23710248

Copy to:

1. Secretary, TRAI.
2. DG (T) HQ, DoT HQ/ CGCA.
3. Advisor (Economics)/ Sr. DDG (TEC)/ Wireless Advisor/ DDG (LFP)/ DDG (LFA)/ DDG (WPF)/ DDG (SA)/ DDG (SPPI), DoT.
4. DDG (CS)/ DDG (DS)/ DDG (AS)/ DDG (A/C) DoT HQ.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

File No. 815-66/2021-SAT
Government of India
Ministry of Communications
Department of Telecommunications
(Satellite Division)
20, Ashoka Road, New Delhi – 110001

Dated 08th October, 2021

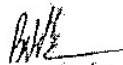
To,

All Commercial VSAT CUG Licensees.

Subject: Amendment in License Agreement for provision of VSAT service using INSAT system for rationalization of Bank Guarantee and change in interest rate, penalty, interest on penalty on delayed payment of License Fee or any other dues- reg.

As per the Condition 12.1 of License Agreement for provision of VSAT service using INSAT system, the Licensor reserves the right to modify at any time the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the License Agreement for provision of VSAT service using INSAT system:

| Existing Clause | Amended Clause |
|--|--|
| SCHEDULE-TERMS AND CONDITIONS | SCHEDULE-TERMS AND CONDITIONS |
| 6. SCHEDULE OF PAYMENT OF ANNUAL LICENSE FEE AND OTHER DUES | 6. SCHEDULE OF PAYMENT OF ANNUAL LICENSE FEE AND OTHER DUES |
| 6.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month. | 6.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month. |
| 6. SCHEDULE OF PAYMENT OF ANNUAL LICENSE FEE AND OTHER DUES | 6. SCHEDULE OF PAYMENT OF ANNUAL LICENSE FEE AND OTHER DUES |
| 6.8 In case, the total amount paid on the self | Stands deleted |



08/10/2021

| | |
|--|---|
| <p>assessment of the LICENSEE as quarterly LICENCE fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable LICENCE Fee, it shall attract a penalty of 50% of the entire amount of short payment. This amount of short payment along with the penalty shall be payable within 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged as per terms of Condition 6.5. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed.</p> | |
| <p>7. BANK GUARANTEES</p> <p>(a) Performance Bank Guarantee:</p> <p>(i) LICENSEE shall maintain throughout the period of the LICENCE a Performance Bank Guarantee (PBG) in the prescribed format for Rs. 50 lakhs initially valid for one year. The format of PBG is at Annexure-VI. The PBG will be encashed for violation of any of the terms and conditions of the license agreement. The PBG shall be submitted before the license agreement is signed and shall be in addition to the BG submitted towards roll out obligation.</p> | <p>7. BANK GUARANTEES</p> <p>(a) Performance Bank Guarantee:</p> <p>(i) LICENSEE shall maintain throughout the period of the LICENCE a Performance Bank Guarantee (PBG) in the prescribed format for Rs. 10 lakhs initially valid for one year. The format of PBG is at Annexure-VI. The PBG will be encashed for violation of any of the terms and conditions of the license agreement. The PBG shall be submitted before the license agreement is signed and shall be in addition to the BG submitted towards roll out obligation.</p> |
| <p>(b) Financial Bank Guarantee:</p> <p>7.1 At the time of signing the License Agreement, the financial bank guarantee (FBG) for Rs. 30 lakhs (equivalent to entry fee), valid for six months is to be submitted. Thereafter, The VSAT LICENSEE shall submit a Financial Bank Guarantee (FBG), valid for one year, from any Scheduled Bank in India or from any Indian Public Financial Institution (IPFI) duly authorized to issue such Bank Guarantee, in the prescribed format at Annexure-V. The amount of FBG shall be equivalent to an estimated sum payable for two quarters towards LICENCE Fee and other dues not otherwise securitised. The amount of FBG shall be subject to periodic review by the LICENSOR</p> | <p>(b) Financial Bank Guarantee:</p> <p>7.1 At the time of signing the License Agreement, the financial bank guarantee (FBG) for Rs. 30 lakhs (equivalent to entry fee), valid for six months is to be submitted. Thereafter, The VSAT LICENSEE shall submit a Financial Bank Guarantee (FBG), valid for one year, from any Scheduled Bank in India or from any Indian Public Financial Institution (IPFI) duly authorized to issue such Bank Guarantee, in the prescribed format at Annexure-V. The amount of FBG shall be equivalent to 20% of the estimated sum payable for two quarters towards License Fee and other dues not otherwise securitized and any additional amount as deemed fit by the Licensor. The amount of FBG shall be subject to periodic review by the LICENSOR.</p> |

3. The rationalization of Bank Guarantees shall not be applicable in following cases:

RWE
08/10/2021

- a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
4. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
5. This amendment comes into effect with from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licenses after the said date.
6. This amendment shall be part and parcel of the Commercial VSAT CUG License Agreement and all others Terms & Conditions shall remain unchanged.


08/10/2021
(Raj Kumar Jha)
Assistant Director General (Satellite-II)
For and on behalf of the President of India
Ph. No. 23710248

Copy to:

1. Secretary, TRAI.
2. DG (T) HQ, DoT HQ/ CGCA.
3. Advisor (Economics)/ Sr. DDG (TEC)/ Wireless Advisor/ DDG (LFP)/ DDG (LFA)/ DDG (WPF)/ DDG (SA)/ DDG (SPPI), DoT.
4. DDG (CS)/ DDG (DS)/ DDG (AS)/ DDG (A/C) DoT HQ.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

COMMERCIAL VSAT CUG AUTHORIZATION

APPENDIX-II TO ANNEXURE-A

----- (Name and address of operator)
VERY SMALL APERTURE TERMINAL SERVICE License No.....
Statement of Revenue and License Fee
for the Quarter.....of the financial year.....

(AMOUNT IN RUPEES)

| Sl. No. | PARTICULARS | ACTUALS FOR THE PREVIOUS QUARTER | FIGURES FOR CURRENT QUARTER | CUMULATIVE FIGURES UPTO THE PREVIOUS QUARTER |
|---------|---|----------------------------------|-----------------------------|--|
| 1. | Revenue from Services: | | | |
| i. | Revenue from provisioning of VSAT service | | | |
| ii. | Revenue from supplementary/value added services. | | | |
| iii. | Goods and Service Tax (GST) | | | |
| iv. | Revenue from lease/rentals of items in 2(i) and (ii) below. | | | |
| v. | Revenue from Annual Comprehensive Maintenance Contract (ACMC)/ Annual Maintenance Contract (AMC) etc. | | | |
| vi. | Any other income/ miscellaneous receipt. | | | |
| | | | | |
| 2. | Income from Trading activity: (all inclusive of Goods and Service Tax (GST)) | | | |
| i. | Sale of VSAT including antennas and other accessories including software, hardware etc. | | | |
| ii. | Sale of accessories, etc. | | | |
| iii. | Any other income/miscellaneous receipt from trading activity. | | | |
| | | | | |
| 3. | Income from investments. | | | |
| i. | Interest income | | | |
| ii. | Dividend income | | | |
| iii. | Any other miscellaneous receipt from investments. | | | |
| | | | | |
| 4. | Non-refundable deposits. | | | |
| | | | | |
| 5. | Revenue from sharing/leasing of | | | |

| | | | | |
|-------|---|--|--|--|
| | other infrastructure | | | |
| 6. | Revenue from Operations/Activities other than Telecom Operations/ Activities as well as revenue from activities under a license from Ministry of Information and Broadcasting | | | |
| 7. | Miscellaneous revenue. | | | |
| AA | GROSS REVENUE OF THE Licensee COMPANY: (Add 1-7) | | | |
| BB | LESS | | | |
| 1 | Revenue from operations other than telecom activities/ operations | | | |
| 2 | Revenue from activities under a license from Ministry of Information and Broadcasting | | | |
| 3 | Receipt from USO Fund | | | |
| 4 | Items of 'Other Income' as listed in Annexure- VIII | | | |
| i. | Income from Dividend | | | |
| ii. | Income from Interest | | | |
| iii. | Capital Gains on account of profit of Sale of fixed assets and securities | | | |
| iv. | Gains from Foreign Exchange rates fluctuations | | | |
| v. | Income from property rent | | | |
| vi. | Insurance claims | | | |
| vii. | Bad Debts recovered | | | |
| viii. | Excess Provisions written back | | | |
| BB | Total (1+2+3+4) | | | |
| CC | APPLICABLE GROSS REVENUE (ApGR) (AA-BB) | | | |
| DD | DEDUCT: | | | |
| 1. | Revenue of pass through nature passed on to other service providers. (operator-wise details). Note: Lease/rent charges for hiring of infrastructure not to be deducted. | | | |
| 2. | Goods and Service Tax (GST) paid to the Government. | | | |

| | | | | |
|----|---|--|--|--|
| DD | TOTAL DEDUCTIBLE REVENUE (1+2) | | | |
| | | | | |
| EE | ADJUSTED GROSS REVENUE (CC-DD) | | | |
| | REVENUE SHARE @ ----- -- OF ADJUTED GROSS REVENUE | | | |

File No. 815-66/2021-SAT/1
Government of India
Ministry of Communications
Department of Telecommunications
(Satellite Division)
20, Ashoka Road, New Delhi – 110001

Dated 08th October, 2021


To,

All INSAT-MSS Reporting Service Licensees

Subject: Amendment in the INSAT-MSS Reporting Services License Agreement (INSAT-MSSR) for rationalization of Bank Guarantee, change in interest rate, penalty, interest on penalty on delayed payment of License Fee or any other dues - reg.


As per the Condition 5, Part-I of License Agreement for provision of INSAT-MSS Reporting Services, the Licensor reserves the right to modify at any time the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the License Agreement for provision of INSAT-MSS Reporting Services:

| Existing Clause | Amended Clause |
|---|---|
| Schedule II- Terms and conditions Part III- Financial Conditions 17. Schedule of Payment of Annual License fee and other dues 17.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month. | Schedule II- Terms and conditions Part III- Financial Conditions 17. Schedule of Payment of Annual License fee and other dues 17.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month. |
| 17. Schedule of Payment of Annual License fee and other dues | 17. Schedule of Payment of Annual License fee and other dues |



08/10/2021

| | |
|--|--|
| 17.8 In case, the total amount paid on the self assessment of the LICENSEE as quarterly LICENCE fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable LICENCE Fee, it shall attract a penalty of 50% of the entire amount of short payment. This amount of short payment along with the penalty shall be payable within 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged as per terms of Condition 6.5. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed. | Stands deleted |
| 18. BANK GUARANTEES 18.1 Financial Bank Guarantee : The LICENSEE shall required to furnish a Financial Bank Guarantee (FBG) of Rs. two lakhs or of an amount equivalent to six months license fee whichever is higher, valid for at least one year and to be maintained for the entire period of the License Agreement. The format of FBG is at Annexure-IV. The FBG will be encashed for violation of any of the terms and conditions of the License Agreement. | 18. BANK GUARANTEES 18.1 Financial Bank Guarantee : The LICENSEE shall required to furnish a Financial Bank Guarantee (FBG) of Rs. Forty thousand or of an amount equivalent to six months license fee whichever is higher, valid for at least one year and to be maintained for the entire period of the License Agreement. The format of FBG is at Annexure-IV. The FBG will be encashed for violation of any of the terms and conditions of the License Agreement. |

2. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
3. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
4. This amendment comes into effect with from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licenses after the said date.


08/10/2021

5. This amendment shall be part and parcel of the INSAT-MSS Reporting Services License Agreement and all others Terms & Conditions shall remain unchanged.


(Raj Kumar Jha)

Assistant Director General (Satellite-II)
For and on behalf of the President of India
Ph. No. 23710248

Copy to:

1. Secretary, TRAI.
2. DG (T) HQ, DoT HQ/ CGCA.
3. Advisor (Economics)/ Sr. DDG (TEC)/ Wireless Advisor/ DDG (LFP)/ DDG (LFA)/ DDG (WPF)/ DDG (SA)/ DDG (SPPI), DoT.
4. DDG (CS)/ DDG (DS)/ DDG (AS)/DDG (A/C) DoT HQ.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

INSAT MSSR AUTHORIZATION

APPENDIX-II to ANNEXURE - A

..... (Name and address of operator)

INSAT MSS Reporting Service License No.....

Statement of Revenue and License Fee for the Quarter

.....of the financial year.....

* **(AMOUNT IN RUPEES)**

| Sl. No. | PARTICULARS | ACTUALS FOR THE PREVIOUS QUARTER | FIGURES FOR CURRENT QUARTER | CUMULATIVE FIGURES UPTO THE PREVIOUS QUARTER |
|---------|---|----------------------------------|-----------------------------|--|
| 1. | Revenue from Services: | | | |
| i. | Revenue from provisioning of INSAT – MSS Reporting Service | | | |
| ii. | Revenue from supplementary/value added services. | | | |
| iii. | Goods and Service Tax (GST) | | | |
| iv. | Revenue from lease/rentals of items in 2(i) and (ii) below. | | | |
| v. | Revenue from Annual Comprehensive Maintenance Contract (ACMC)/ Annual Maintenance Contract (AMC) etc. | | | |
| vi. | Any other income/ miscellaneous receipt. | | | |
| 2. | Income from Trading activity: (all inclusive of Goods and Service Tax (GST)) | | | |
| i. | Sale of INSAT MSS Reporting Terminal and other accessories including software, hardware etc. | | | |
| ii. | Sale of accessories, etc. | | | |
| iii. | Any other income/miscellaneous receipt from trading activity. | | | |
| 3. | Income from investments. | | | |
| i. | Interest income | | | |
| ii. | Dividend income | | | |
| iii. | Any other miscellaneous receipt from investments. | | | |
| 4. | Non-refundable deposits. | | | |
| 5. | Revenue from sharing/leasing of other infrastructure | | | |

| | | | | |
|-------|--|--|--|--|
| 6. | Revenue from Operations/Activities other than Telecom Operations/ Activities as well as revenue from activities under a license from Ministry of Information and Broadcasting | | | |
| 7. | Miscellaneous revenue. | | | |
| AA | GROSS REVENUE OF THE Licensee COMPANY: (Add 1-7) | | | |
| BB | LESS | | | |
| 1 | Revenue from operations other than telecom activities/ operations | | | |
| 2 | Revenue from activities under a license from Ministry of Information and Broadcasting | | | |
| 3 | Receipt from USO Fund | | | |
| 4 | Items of 'Other Income' as listed in Annexure- VIII | | | |
| i. | Income from Dividend | | | |
| ii. | Income from Interest | | | |
| iii. | Capital Gains on account of profit of Sale of fixed assets and securities | | | |
| iv. | Gains from Foreign Exchange rates fluctuations | | | |
| v. | Income from property rent | | | |
| vi. | Insurance claims | | | |
| vii. | Bad Debts recovered | | | |
| viii. | Excess Provisions written back | | | |
| BB | Total (1+2+3+4) | | | |
| CC | APPLICABLE GROSS REVENUE (ApGR) (AA-BB) | | | |
| DD | DEDUCT: | | | |
| 1. | Revenue of pass thru nature actually passed on to other service providers. (operator-wise details). Note: Lease/rent charges for hiring of infrastructure not to be deducted. | | | |
| 2. | Goods and Service Tax (GST) paid | | | |

| | | | | |
|----|---|--|--|--|
| | to the Government. | | | |
| DD | TOTAL DEDUCTIBLE REVENUE (1+2) | | | |
| | | | | |
| EE | ADJUSTED GROSS REVENUE (CC-DD) | | | |
| | REVENUE SHARE @ ----- ----- OF ADJUSTED GROSS REVENUE | | | |

File No. 815-66/2021-SAT/3
Government of India
Ministry of Communications
Department of Telecommunications
(Satellite Division)
20, Ashoka Road, New Delhi – 110001

Dated 08th October, 2021

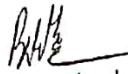
To,

The Chairman & Managing Director,
Bharat Sanchar Nigam Limited,
Harish Chand Mathur Lane,
Janpath, New Delhi.

Subject: Amendment in the “sui-generis” category license granted to BSNL for provision and operation of Satellite based services for rationalization of Bank Guarantee, change in interest rate, penalty, interest on penalty on delayed payment of License Fee or any other dues - reg.

As per the Condition 5.1, Chapter-I of License Agreement for provision and operation of Satellite based services using gateway installed in India under “sui-generis” category, the Licensor reserves the right to modify at any time the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the “sui-generis” category license granted to BSNL for provision and operation of Satellite based services using gateway installed in India:

| Existing Clause | Amended Clause |
|---|--|
| CHAPTER-II FINANCIAL CONDITION 20. Schedule of payment of ANNUAL LICENSE FEE and other dues 20.6 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an | CHAPTER-II FINANCIAL CONDITION 20. Schedule of payment of ANNUAL LICENSE FEE and other dues 20.6 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar |


08/10/2021

| | |
|--|---|
| English calendar month. | month. |
| <p>20. Schedule of payment of ANNUAL LICENSE FEE and other dues</p> <p>20.9 In case, the total amount paid as quarterly License Fee for the 4 (four) quarters of the financial year, falls short by more than 8% of the payable License Fee, it shall attract a penalty of 50% of the entire amount of short payment. However, if such short payment is made good by the licensee on its own within 60 days from the last day of the financial year, no penalty shall be imposed. In case demand for such shortfall is made by the licensor after assessment and verification as per condition 20.7, such amount shall be paid along with penalty within 15 days of issue of such demand, failing which interest shall be further charged as per terms of Condition 20.5.</p> | <p>20. Schedule of payment of ANNUAL LICENSE FEE and other dues</p> <p>Stands deleted</p> |
| <p>21. Bank Guarantee</p> <p>21.2 Financial Bank Guarantee: The Licensee shall submit Financial Bank Guarantee (FBG) rupees one crore separately before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Proforma at Annexure II of this license agreement. Subsequently, the amount of FBG shall be equivalent to the estimated sum payable equivalent to License fee for two quarters and other dues not otherwise securitized. The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor and shall be renewed from time to time.</p> | <p>21. Bank Guarantee</p> <p>21.2 Financial Bank Guarantee: The Licensee shall submit Financial Bank Guarantee (FBG) rupees one crore separately before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Proforma at Annexure II of this license agreement. Subsequently, the amount of FBG shall be equivalent to 20% of the estimated sum payable of License Fee for two quarters and other dues not otherwise securitized and any additional amount as deemed fit by the Licensor). The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor and shall be renewed from time to time.</p> |

2. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for

P. H.
08/10/2021

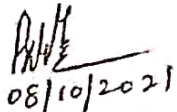
which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.

- b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
- c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.

3. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.

4. This amendment comes into effect with from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licenses after the said date.

5. This amendment shall be part and parcel of the GSPS License Agreement and all others Terms & Conditions shall remain unchanged.


08/10/2021

(Raj Kumar Jha)
Assistant Director General (Satellite-II)
For and on behalf of the President of India
Ph. No. 23710248

Copy to:

- 1. Secretary, TRAI.
- 2. DG (T) HQ, DoT HQ/ CGCA.
- 3. Advisor (Economics)/ Sr. DDG (TEC)/ Wireless Advisor/ DDG (LFP)/ DDG (LFA)/ DDG (WPF)/ DDG (SA)/ DDG (SPPI), DoT.
- 4. DDG (CS)/ DDG (DS)/ DDG (AS)/ DDG (A/C) DoT HQ.
- 5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, Ashoka Road, New Delhi-110001
(Carrier Services-III Cell)

No. 10-54/2010-CS-III (Vol. II)

Dated: 08.10.2021

To

All the NLD Licensees (Other than UL)

Subject: Amendment to the NLD License (Other than UL) for rationalization of Bank Guarantees - regarding.


In pursuance to Condition 12.1 of the NLD license, the Licensor hereby amends the NLD license agreement as under:

| Existing clause | Amended clause |
|---|--|
| 7. FINANCIAL CONDITIONS FINANCIAL BANK GUARANTEE 7.1 The LICENCEE shall submit a Financial Bank Guarantee (FBG) valid for one year, from any scheduled bank in India or from any Indian Public Financial Institution (IPFI) duly authorized to issue such Bank Guarantee, in the prescribed proforma annexed (in the Licence Agreement for National Long Distance Service). The amount of FBG shall be equivalent to the estimated sum payable for two quarters towards the Licence Fee, and other dues not otherwise securitised. The amount of FBG shall be subject to periodic review by the LICENSOR and FBG shall be accordingly renewed by LICENSEE from time to time for such amount as directed by the LICENSOR. Initially, the FBG, valid for a period of one year, shall be for an amount of Rs. 20 Crores (Rupees Twenty Crores), which shall be submitted within one year from the EFFECTIVE DATE of the LICENCE AGREEMENT but prior to the commencement of service. The service shall not be | 7. FINANCIAL CONDITIONS FINANCIAL BANK GUARANTEE 7.1 The LICENCEE shall submit a Financial Bank Guarantee (FBG) valid for one year, from any scheduled bank in India or from any Indian Public Financial Institution (IPFI) duly authorized to issue such Bank Guarantee, in the prescribed proforma annexed (in the Licence Agreement for National Long Distance Service). The amount of FBG shall be equivalent to the 20% of estimated sum payable for two quarters towards the Licence Fee, and other dues not otherwise securitised. The amount of FBG shall be subject to periodic review by the LICENSOR and FBG shall be accordingly renewed by LICENSEE from time to time for such amount as directed by the LICENSOR. Initially, the FBG, valid for a period of one year, shall be for an amount of Rs. 20 Crores (Rupees Twenty Crores), which shall be submitted within one year from the EFFECTIVE DATE of the LICENCE AGREEMENT but prior to the |

Planned

| | |
|--|--|
| commenced unless the FBG is submitted in the prescribed format for requisite amount. | commencement of service. The service shall not be commenced unless the FBG is submitted in the prescribed format for requisite amount. |
|--|--|

2. The PBGs and FBGs of existing Licensee shall be revised to 20% of the current total amount held by the Licensor subject to the conditions in para 3 below.
3. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
4. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
5. This amendment comes into effect with immediate effect.
6. This amendment shall be part and parcel of the NLD License Agreement and all others Terms & Conditions shall remain unchanged.


 (Pradeep Kumar)
 Director (CS-III)
 For and on behalf of the President of India
 Ph. No. 23036348

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG(AS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

NATIONAL LONG DISTANCE SERVICE AUTHORIZATION

Appendix-II to Annexure-A

Format of Statement of Revenue and License Fee

(Name and address of operator)

NATIONAL LONG DISTANCE SERVICE License No.....

Statement of Revenue and License Fee for the Quarter

.....of the financial year.....

(AMOUNT IN RUPEES)

| S.N. | PARTICULARS | ACTUALS FOR THE PREVIOUS QUARTER | ESTIMATE D FOR THE CURRENT QUARTER | CUMULATIVE UPTO THE PREVIOUS QUARTER |
|-------|---|---|---|---|
| 1. | Revenue from Services: | | | |
| i. | Revenue from provisioning of NLD service | | | |
| ii. | Revenue from supplementary/value added services. | | | |
| iii. | Goods and Service Tax (GST) | | | |
| iv. | Any other income/miscellaneous receipt. | | | |
| 1(a) | Revenue from calling cards | | | |
| (i) | Revenue from sale of calling cards | | | |
| (ii) | Any other income/Miscellaneous receipt from Calling Cards | | | |
| (iii) | Goods and Service Tax (GST) | | | |
| 2. | Income from investments. | | | |
| i. | Interest income | | | |
| ii. | Dividend income | | | |
| iii. | Any other miscellaneous receipt from investments. | | | |
| 3. | Non-refundable deposits. | | | |
| 4. | Revenue from sharing/leasing of other infrastructure | | | |
| 5. | Revenue from Operations/Activities other | | | |

| | | | | |
|-------|---|--|--|--|
| | than Telecom Operations/ Activities as well as revenue from activities under a license from Ministry of Information and Broadcasting | | | |
| 6. | Miscellaneous revenue | | | |
| AA | GROSS REVENUE OF THE COMPANY: (ADD 1-6) | | | |
| BB | LESS | | | |
| 1. | Revenue from operations other than telecom activities/ operations | | | |
| 2. | Revenue from activities under a license from Ministry of Information and Broadcasting | | | |
| 3. | Receipt from USO Fund | | | |
| 4. | Items of 'Other Income' as listed in Annexure- VIII | | | |
| i. | Income from Dividend | | | |
| ii. | Income from Interest | | | |
| iii. | Capital Gains on account of profit of Sale of fixed assets and securities | | | |
| iv. | Gains from Foreign Exchange rates fluctuations | | | |
| v. | Income from property rent | | | |
| vi. | Insurance claims | | | |
| vii. | Bad Debts recovered | | | |
| viii. | Excess Provisions written back | | | |
| BB | Total (1+2+3+4) | | | |
| CC | APPLICABLE GROSS REVENUE (ApGR) (AA- BB) | | | |
| DD | DEDUCT: | | | |
| 1 | Revenue of pass through nature passed on to other service providers.(operator- | | | |

| | | | | |
|-----------|--|--|--|--|
| | wise details). Note: Lease/rent charges for hiring of infrastructure not to be deducted. | | | |
| 1(a) | Revenue of pass through nature passed on to other telecom service providers for usage of Calling cards at the originating point (Operator-wise detail) | | | |
| 1(b) | Revenue of pass through nature passed on to other telecom service providers for usage of Calling Cards at the terminating Point (operator-wise detail) | | | |
| 2. | Goods and Service Tax (GST) paid to the Government. | | | |
| DD | TOTAL DEDUCTIBLE REVENUE (1+2) | | | |
| | | | | |
| EE | ADJUSTED GROSS REVENUE (CC-DD) | | | |
| | REVENUE SHARE @ ----- OF ADJUSTED GROSS REVENUE | | | |

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, Ashoka Road, New Delhi-110001
(Carrier Services-III Cell)

No. 10-54/2010-CS-III (Vol. II)

Dated: 08.10.2021

To

All the ILD Licensees (Other than UL)

Subject: Amendment to the ILD License (Other than UL) for rationalization of Bank Guarantees - regarding.

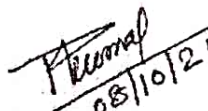
In pursuance to Condition 12.1 of the ILD license, the Licensor hereby amends the ILD license agreement as under:

| Existing clause | Amended clause |
|--|---|
| 7.2 FINANCIAL BANK GUARANTEE The LICENSEE Company shall submit Financial Bank Guarantee (FBG) of Rs. 20 crores within one year from the Effective Date of licence agreement or before the commencement of service whichever is earlier in the prescribed Proforma (ANNEXURE-E) given in the Licence Agreement. The FBG shall be valid for a period of one year and shall be renewed from time to time for such amount as may be directed by the Licensor. The amount of FBG shall be equivalent to the estimated sum payable for two quarters towards licence fee. | 7.2 FINANCIAL BANK GUARANTEE The LICENSEE Company shall submit Financial Bank Guarantee (FBG) of Rs. 20 crores within one year from the Effective Date of licence agreement or before the commencement of service whichever is earlier in the prescribed Proforma (ANNEXURE-E) given in the Licence Agreement. The FBG shall be valid for a period of one year and shall be renewed from time to time for such amount as may be directed by the Licensor. The amount of FBG shall be equivalent to the 20% of estimated sum payable for two quarters towards licence fee. |

2. The PBGs and FBGs of existing Licensee shall be revised to 20% of the current total amount held by the Licensor subject to the conditions in para 3 below.
3. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.



- b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
4. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
5. This amendment comes into effect with immediate effect.
6. This amendment shall be part and parcel of the ILD License Agreement and all others Terms & Conditions shall remain unchanged.


08/10/21
(Pradeep Kumar)
Director (CS-III)
For and on behalf of the President of India
Ph. No. 23036348

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG(AS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

INTERNATIONAL LONG DISTANCE SERVICE AUTHORIZATION

APPENDIX-II TO ANNEXURE-A

Format of Statement of Revenue and License Fee

..... (Name and address of OPERATOR)

International Long Distance Service License No.

Statement of revenue and License Fee

for the Quarterof the financial year

(AMOUNT IN RUPEES)

| S.N. | PARTICULARS | ACTUALS FOR THE PREVIOUS QUARTER | CUMULATIVE UPTO THE PREVIOUS QUARTER. |
|-----------|---|--|---|
| 1. | Revenue from traffic | | |
| A | Revenue | | |
| i. | Outgoing traffic revenue | | |
| ii. | Incoming traffic revenue | | |
| iii. | Pass through revenue for usage of other networks (give OPERATOR-wise details) | | |
| iv. | Goods and Service Tax (GST) | | |
| v. | Service charges | | |
| vi. | Charges on account of any other value added services, Supplementary Services etc. | | |
| vii. | Any other income/ miscellaneous receipt. | | |
| viii. | Revenue from calling cards | | |
| a. | Revenue from sale of calling cards | | |
| b. | Any other income/Miscellaneous receipt from calling cards | | |
| c. | Goods and Service Tax (GST) | | |
| | | | |
| 2. | Income from investments (made on the strength of this License) | | |
| i. | Interest income | | |
| ii. | Dividend income | | |
| iii. | Any other miscellaneous receipt from investments. | | |
| | | | |
| 3. | Non-refundable deposits from subscribers | | |

| | | | |
|-----|---|--|--|
| | | | |
| 4. | Revenue from franchisees | | |
| | | | |
| 5. | Revenue from sharing/ leasing of infrastructure | | |
| | | | |
| 6. | Revenue from sale/ lease of bandwidth, links, R&G cases, turnkey projects etc. | | |
| | | | |
| 7. | Revenue from other OPERATORS on account of pass thru call charges. | | |
| | | | |
| 8. | Revenue from other OPERATORS on account of provisioning of interconnection | | |
| | | | |
| 9. | Revenue from Operations/Activities other than Telecom Operations/ Activities as well as revenue from activities under a license from Ministry of Information and Broadcasting | | |
| | | | |
| 10. | Miscellaneous revenue | | |
| | | | |
| AA | GROSS REVENUE OF THE COMPANY: (Add 1-10) | | |
| | | | |
| BB | LESS | | |
| 1. | Revenue from operations other than telecom activities/ operations | | |
| 2. | Revenue from activities under a license from Ministry of Information and Broadcasting | | |
| 3. | Receipt from USO Fund | | |
| 4. | Items of 'Other Income' as listed in Annexure- VIII | | |
| i. | Income from Dividend | | |
| ii. | Income from Interest | | |

| | | | |
|-----------|---|--|--|
| iii. | Capital Gains on account of profit of Sale of fixed assets and securities | | |
| iv. | Gains from Foreign Exchange rates fluctuations | | |
| v. | Income from property rent | | |
| vi. | Insurance claims | | |
| vii. | Bad Debts recovered | | |
| viii. | Excess Provisions written back | | |
| | | | |
| BB | Total (1+2+3+4) | | |
| | | | |
| CC | APPLICABLE GROSS REVENUE (ApGR) (AA-BB) | | |
| | | | |
| DD | DEDUCT: | | |
| 1 | Charges passed on to other SERVICE PROVIDER(s) (OPERATOR-wise) (Copy of agreement to be provided in the first quarter. | | |
| 1(a) | Revenue of pass through nature passed on to other telecom service providers for usage of Calling cards at the originating point (operator-wise details) | | |
| 1(b) | Revenue of pass through nature passed on to other telecom service providers for usage of Calling Cards at the terminating Point (operator-wise detail) | | |
| 2. | Goods and Service Tax (GST) paid to the Government. | | |
| DD | TOTAL DEDUCTIBLE REVENUE (1+2) | | |
| | | | |
| EE | ADJUSTED GROSS REVENUE (CC-DD) | | |
| | REVENUE SHARE @ ----- OF ADJUSTED GROSS REVENUE | | |

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Carrier Services Wing)

No. 311-Misc/2017-CS-I

Dated: 08.10.2021

To

All CMRTS Licensees

Subject: Amendment in CMRTS License Agreement for rationalization of Bank Guarantees.

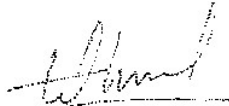
As per the **Condition 3.1** of schedule-II: Terms and Conditions, of License Agreement for Captive Mobile Radio Trunking Service (CMRTS), the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, or incorporate new conditions, if in the opinion of the LICENSOR it is considered necessary or expedient to do so in the interest of national security, public interest and for proper conduct of the service/ Telegraphs. The decision of the LICENSOR shall be final in this regard. In pursuance of this condition, the Licensor hereby amends/appends the following in the CMRTS License Agreement:

| Existing Clause | Amended Clause |
|---|---|
| Schedule-II, PART-III, FINANCIAL CONDITIONS: 15.1 FINANCIAL BANK GUARANTEE:- The licensee shall submit a Financial Bank Guarantee (FBG), valid for one year, from any scheduled bank in India, or Indian Public Financial Institution (IPFI) in the prescribed format at Annexure III. The amount of FBG shall be Rupees one lakh or an amount equivalent to the license fee of the last two quarters of the previous year and other dues not otherwise securitised, whichever is higher. The FBG will be valid initially for one year and is to be maintained for the entire period of the License Agreement till final clearance of all such dues. The amount of FBG shall be subject to periodic review by the Licensor. | Schedule-II, PART-III, FINANCIAL CONDITIONS: 15.1 FINANCIAL BANK GUARANTEE:- The Licensee shall submit Financial Bank Guarantee (FBG) of <u>Rupees Twenty Thousand</u> initially before signing the License Agreement valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Proforma at Annexure III of this license agreement. Subsequently, the amount of FBG shall be equivalent to <u>20%</u> of the estimated sum payable (of License fee for two quarters and other dues not otherwise securitized). The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor and shall be renewed from time to time. |



(Type name)
(Signature)
(Date)
Sanchar Bhawan, 20, Ashoka Road,
New Delhi - 110001

2. The FBGs of existing Licensee shall be revised as per the above amended clause subject to the conditions in para 3 below.
3. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
4. In case of multiple Bank Guarantees for all the licenses held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
5. This amendment comes into effect with **immediate effect**.
6. This amendment shall be part and parcel of the CMRTS License Agreement and other Terms & Conditions shall remain unchanged.


(Rahul Yadav)
ADG (CS-I)
Ph. No. 23036489

(Typed Name)
 (Rahul Yadav)
 Director General
 CS Wing, DoT, New Delhi
 110002

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. All Directors of CS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

Government of India
Ministry of Communications
Department of Telecommunications
Sanchai Bhawan, 20, Ashoka Road, New Delhi - 110001
(Carrier Services Wing)

No. 311-Misc/2017-CS-1

Dated: 08.10.2021

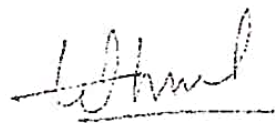
To

All the PMRTS Licensees (other than UL)

Subject: Amendment in PMRTS License Agreement for rationalization of Bank Guarantees.

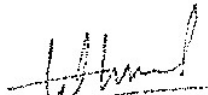
As per the Condition 4.1 of schedule-II: Terms and Conditions, of License Agreement for Public Mobile Radio Trunking Service(PMRTS), the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, if in the opinion of the LICENSOR it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the Telegraphs. The decision of the LICENSOR shall be final and binding in this regard. In pursuance of this condition, the Licensor hereby amends/appends the following in the PMRTS License Agreement:

| Existing Clause | Amended Clause |
|--|--|
| <p style="text-align: center;">Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>20.1 FINANCIAL BANK GUARANTEE: - The licensee shall submit a Financial Bank Guarantee (FBG), valid for one year, from any scheduled bank in India, or Indian Public Financial Institution (IPFI) in the prescribed format at Annexure V. The amount of FBG shall be Rupees one lakh or an amount equivalent to the license fee of the last two quarters of the previous year and other dues not otherwise securitised, whichever is higher. The FBG will be valid initially for one year and is to be maintained for the entire period of the License Agreement till final clearance of all such dues. The amount of FBG shall be subject to periodic review by the Licensor.</p> | <p style="text-align: center;">Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>20.1 FINANCIAL BANK GUARANTEE: - The licensee shall submit a Financial Bank Guarantee (FBG), valid for one year, from any scheduled Bank. or Public Financial Institution duly authorized to issue such Bank Guarantee. in the prescribed proforma at Annexure V. Initially, the financial bank Guarantee shall be for Rupees one lakh which shall be submitted before signing license Agreement. Subsequently, the amount of FBG shall be equivalent to the <u>20%</u> of estimated sum payable (of License fee for two quarters and other dues not otherwise securitized and any additional amount as deemed fit by the licensor). The amount of FBG shall be subject to periodic review by the Licensor and shall be renewed from time to time till final clearance of all dues.</p> |



(Signature)
(Name, Designation)
Secretary, Department of Telecommunications
Sanchai Bhawan, New Delhi - 110001

2. The PBGs and FBGs of existing Licensee shall be revised to 20% of the current total amount held by the licensor subject to the conditions in para 3 below.
3. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
4. In case of multiple Bank Guarantees for all the licenses held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
5. This amendment comes into effect with immediate effect.
6. This amendment shall be part and parcel of the PMRTS License Agreement and other Terms & Conditions shall remain unchanged.


 (Rahul Yadav)
 ADG (CS-1)
 Ph. No. 23036489

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. All Directors of CS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

(Rahul Yadav)
 ADG (CS-1)
 Ph. No. 23036489

PMRTS AUTHORIZATION

APPENDIX-II TO ANNEXURE-A

Format of Statement of Revenue and License Fee

_____(Name and address of operator)

Public Mobile Radio Trunking Service License No.....in _____Service Area

Statement of Revenue and License Fee for the Quarter

.....of the financial year.....

(AMOUNT IN RUPEES)

| S.N. | PARTICULARS | ACTUALS FOR THE PREVIOUS QUARTER | ACTUAL FOR THE CURRENT QUARTER | CUMULATIVE UPTO THE CURRENT QUARTER |
|-------|--|---|---|--|
| 1. | Revenue from Services: | | | |
| | | | | |
| i. | Rentals | | | |
| ii. | Activation Charges | | | |
| iii. | Airtime Revenue | | | |
| iv. | PSTN charges | | | |
| v. | Goods and Service Tax (GST) | | | |
| vi. | Service charges | | | |
| vii. | Income from lease/rental/AMC of items in 2(i) and 2(ii). | | | |
| viii. | Any other income/ miscellaneous receipt from service | | | |
| | | | | |
| 2. | Income from Trading activity: {all inclusive of Goods and Service Tax (GST)} | | | |
| i. | Sale of handsets | | | |
| ii. | Sale of accessories, including sim cards, spares, consumables, etc. | | | |
| iii. | Any other income/miscellaneous receipt from trading activity. | | | |
| | | | | |
| 3. | Income from investments. | | | |
| i. | Interest income | | | |
| ii. | Dividend income | | | |
| iii. | Any other miscellaneous receipt from investments. | | | |
| | | | | |
| 4. | Non-refundable deposits from subscribers. | | | |
| | | | | |

| | | | | |
|-------|---|--|--|--|
| 5. | Revenue from Operations/Activities other than Telecom Operations/ Activities as well as revenue from activities under a licence from Ministry of Information and Broadcasting | | | |
| 6. | Any other receipt / Miscellaneous revenue. | | | |
| AA | GROSS REVENUE OF THE LICENSEE COMPANY: (Add 1-6) | | | |
| BB | LESS | | | |
| 1 | Revenue from operations other than telecom activities/ operations | | | |
| 2 | Revenue from activities under a license from Ministry of Information and Broadcasting | | | |
| 3 | Receipt from USO Fund | | | |
| 4 | Items of 'Other Income' as listed in Annexure- VIII | | | |
| i. | Income from Dividend | | | |
| ii. | Income from Interest | | | |
| iii. | Capital Gains on account of profit of Sale of fixed assets and securities | | | |
| iv. | Gains from Foreign Exchange rates fluctuations | | | |
| v. | Income from property rent | | | |
| vi. | Insurance claims | | | |
| vii. | Bad Debts recovered | | | |
| viii. | Excess Provisions written back | | | |
| BB | Total (1+2+3+4) | | | |
| CC | APPLICABLE GROSS REVENUE (ApGR) (AA-BB) | | | |

| | | | | |
|-----------|---|--|--|--|
| DD | DEDUCT: | | | |
| 1. | PSTN related Call charges paid on to other Access telecom service provider. | | | |
| 2. | Goods and Service Tax (GST) paid to the Government. | | | |
| DD | TOTAL DEDUCTIBLE REVENUE (1+2) | | | |
| | | | | |
| EE | ADJUSTED GROSS REVENUE (CC-DD) | | | |
| | REVENUE SHARE @ ----- ----- OF ADJUSTED GROSS REVENUE | | | |

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Carrier Services Wing)

No. 311-Misc/2017-CS-I

Dated: 08.10.2021

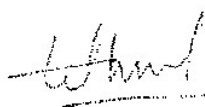
To

All Licensees of Voice Mail/ Audiotex/ UMS

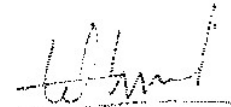
Subject: Amendment in Voice Mail/ Audiotex/ UMS License Agreement for rationalization of Bank Guarantees.

As per the Condition 5.1 of schedule-II: Part I, General Conditions of License Agreement for Voice Mail/ Audiotex/ Unified Messaging Service (UMS), the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENCE, if in the opinion of the LICENSOR it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the SERVICE. In pursuance of this condition, the Licensor hereby amends/appends the following in the Voice Mail/ Audiotex/ UMS License Agreement:

| Existing Clause | Amended Clause |
|---|--|
| <p>Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>18. BANK GUARANTEE: 18.1 The LICENSEE company shall submit Performance Bank Guarantee (PBG) of Rs.3 lakhs in the prescribed proforma (proforma for PBG is annexed with License Agreement), before signing the License Agreement for ensuring full compliance of license conditions. Initially, the PBGs valid for at least one year or beyond expected date of commissioning of the service, whichever is later and shall be renewed from time to time till the expiry of Licence as directed by the LICENSOR. The LICENSEE on its own shall extend the validity period of the bank guarantee for similar terms at least one month prior to date of its expiry without any demand or notice from the LICENSOR on year to year basis. Any failure to do so, shall amount to violation of the terms of LICENCE and entitle the LICENSOR to encash the bank guarantee and to convert into a cash security without any reference to the LICENSEE and at his risk and cost. No interest or compensation whatsoever shall be payable by the LICENSOR on such encashment.</p> | <p>Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>18. BANK GUARANTEE: 18.1 : Performance Bank Guarantee (PBG) in prescribed format annexed with this license agreement shall be submitted for the amount of Rupees Sixty thousand initially, before signing the License Agreement, valid for one year, from any scheduled bank or public financial institution duly authorized to issue such bank guarantee, to cover violation of license conditions and to ensure the performance under the license agreement including compliance of instructions issued by the Licensor from time to time. The PBGs shall be maintained and kept valid by the licensee during the entire currency of the license agreement. However, the Licensor may increase the value of PBGs whenever any demand is raised for non-compliance of terms and conditions of License to the extent it remains un-securitized by the existing PBGs, which shall be maintained till clearance of such demand by the licensee.</p> |


(Signature)
(Name)
(Designation)
Director, Sanchar Bhawan
New Delhi

2. The PBGs and FBGs of existing Licensee shall be revised as per the above amended clause subject to the conditions in para 3 below.
3. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
4. In case of multiple Bank Guarantees for all the licenses held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
5. This amendment comes into effect with immediate effect.
6. This amendment shall be part and parcel of the Voice Mail/ Audiotex/ UMS License Agreement and other Terms & Conditions shall remain unchanged.



(Rahul Yadav)

ADG (CS-I)

Ph. No. 23036489

Copy to:

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (AS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. All Directors of CS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

(Rahul Yadav)
ADG (CS-I)
Ph. No. 23036489
Mobile: 98100 12345
E-mail: rahul.yadav@dot.gov.in

Government of India
Ministry of Communications
Department of Telecommunications
Wireless Planning & Coordination (WPC) Wing
6th floor, Sanchar Bhawan,
20, Ashoka Road, New Delhi.

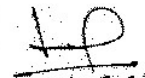
No.: L-14047/08/2021-NTG

Date: 08.10.2021

Office Memorandum


As a part of the reforms and support package for the Telecommunications sector, the Government has taken the following decisions with regard to the future spectrum assignments to Telecom Service Providers (TSPs):

- (i) For spectrum auctions to be held in the future, the requirement for the successful bidder to submit a Financial Bank Guarantee (FBG) of an amount equal to one annual instalment to securitize the instalment; and to submit Performance Bank Guarantee (PBG) for roll out obligations etc., has been dispensed with. DoT will also appropriately address the eligibility conditions for participation in the auction, so that the participants have sufficient financial capacity.
- (ii) In future auctions, access spectrum would be assigned for a period of 30 years. However, since in past auctions the reserve prices and bids were corresponding to validity of 20 years, there will be no change in the tenure for spectrum acquired in past auctions. For undertaking auction for spectrum with validity for 30 years, TRAI recommendations have been sought for associated conditions like upfront payment requirements, applicable moratorium period after upfront payments, number of deferred payment instalments and other related modalities.
- (iii) Spectrum auctions will be held normally in the last quarter of every financial year. Whenever necessary, auctions can be held at shorter intervals also.
- (iv) For the auctions conducted henceforth, TSPs will be permitted to surrender spectrum after a minimum period of 10 (ten) years. TSPs will have to inform one year prior to surrendering their spectrum. An appropriate surrender fee will, however, be charged. TRAI's recommendations have been sought on the conditions and fee for such surrender. However, the spectrum purchase dues for the remaining (post surrender) period will not be levied.


08.10.2021

- (v) For spectrum acquired in future auctions, no Spectrum Usage Charges (SUC) will be levied. The condition of minimum 3% weighted average SUC rate and SUC floor amount will also be removed. Guidelines will be issued by DOT to operationalise the decision.
- (vi) In order to encourage spectrum sharing for better utilisation and efficiency, henceforth spectrum sharing will not attract increase of 0.5% in the SUC rate. Guidelines are being issued separately.

This issues with the approval of Secretary (T).


08.10.2024
(Neeraj Juyal)

Assistant Wireless Advisor
Phone: 2372 3595

To,

- (1) All Telecom Service Providers.
- (2) Secretary (TRAI).
- (3) DDG (WPF) / DDG (LFA) / DDG (LFP) / DDG (AS), DoT.
- (4) DoT website.

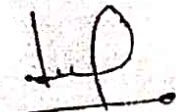
No. L-14006//04/2015-NTG
Government of India
Ministry of Communications
Department of Telecommunications
WPC Wing, 6th floor, Sanchar Bhawan, New Delhi

Dated: the 11th October, 2021

Subject: Guidelines for Sharing of Access Spectrum by Access Service Providers

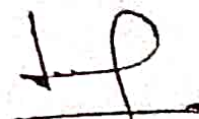
In supersession of the Guidelines for Sharing of Access Spectrum by Access Service Providers dated 24th September 2015, fresh guidelines for Sharing of Access Spectrum by Access Service Providers are as follows:

- (1). Spectrum sharing shall be allowed only for the access service providers holding Unified Access Service License (UASL) /Unified License (Access Services)(UL(AS))/Unified License (UL) with authorization of Access Service in a Licensed Service Area (LSA), where both the licensees are having spectrum in the same band.
- (2). Spectrum sharing is permitted between two Telecom Service Providers utilizing the spectrum in the same band.
- (3). Spectrum sharing is not permitted when both the licensees are having spectrum in different bands. Leasing of spectrum is not permitted.
- (4). All access spectrum including traded spectrum shall be sharable provided that both the licensees are having spectrum in the same band. Further, if more bands such as 700 MHz etc. are added for allocation of spectrum to Access service Providers through auction process, the sharing of spectrum shall also be permitted in that band.
- (5). The right to share the spectrum shall be subject to the fulfilment of the relevant license conditions and any other conditions that may be specified by the licensor/Government from time to time.
- (6). Both the licensees shall ensure that they fulfil the specified roll-out obligations and specified QoS norms.



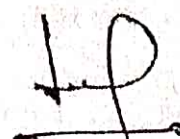
No. L-14006//04/2015-NTG
Government of India
Ministry of Communications
Department of Telecommunications
WPC Wing, 6th floor, Sanchar Bhawan, New Delhi

- (7). A licensee shall not be eligible to share its spectrum if it has been established that it is in breach of terms and conditions of the licence and the licensor has ordered for revocation/termination of its licence.
- (8). Sharing is permitted in the following scenarios:
- (i). For the spectrum where both the Licensees who plan to share, possess the spectrum for which market price has been paid. Further, in respect of spectrum in 800 MHz acquired in the auction held in March 2013, sharing of spectrum shall be permitted only if the differential of the latest auction price and the March 2013 auction price on pro-rata basis on the balance period of right to use the spectrum is paid.
 - (ii). In case both the Licensees who plan to share spectrum are having the administratively allotted spectrum in that band, the sharing of spectrum is permitted only when both the licensees have paid One time Spectrum Charges (OTSC) for their respective spectrum holdings, above 4.4 MHz (GSM) / 2.5 MHz (CDMA) based on reserve price/auction determined price. However if the said amount is not paid due to judicial intervention in judicial forums barring any coercive action, in the interim, sharing of spectrum in such cases will also be permitted subject to submission of a bank guarantee for an amount equal to the demand raised by the department for one time spectrum charge pending final outcome of the court case.
 - (iii). In case of proposed sharing where one Licensee has spectrum acquired through auction/trading or liberalized spectrum and the other has spectrum allotted administratively, sharing is permitted only after the spectrum charges for liberalizing the administratively allocated spectrum are paid. Further, in case of spectrum acquired in auction held in March 2013, differential amount as indicated in para 8(i) above shall be payable in respect of 800 MHz band.
- (9). The use of technology shall be governed by the terms and conditions of respective Notice Inviting Application (NIA)/license.



No. I-14006//04/2015-NTG
Government of India
Ministry of Communications
Department of Telecommunications
WPC Wing, 6th floor, Sanchar Bhawan, New Delhi

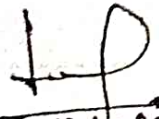
- (10). Both the licensees will be individually and collectively responsible for complying with the sharing guidelines, including interference norms.
- (11). Spectrum sharing will be restricted to sharing by only two licensees subject to the condition that there will be at least two independent networks provided in the same band.
- (12). Spectrum sharing shall not attract any increase in rate of Spectrum Usage Charge (SUC), w.e.f. 01.10.2021.
- (13). The prescribed limits for spectrum cap shall be applicable for both the licensees individually. Further, the spectrum holding of any licensee post-sharing shall be counted after adding 50% of the spectrum held by the other licensee in the band being shared being added as the additional spectrum to the original spectrum held by the licensee in the band.
- (14). Spectrum sharing shall be available for upto the balance period of the licence or upto the period of right to use spectrum, whichever is earlier.
- (15). Both the licensees sharing the spectrum shall jointly give a prior intimation for sharing the right to use the spectrum at least 45 days before the proposed effective date of the sharing. Application format is attached along with these guidelines as Annexure-I.
- (16). Both the licensees shall also give an undertaking that they are in compliance with all the terms and conditions of guidelines for spectrum sharing and the licence conditions and will agree that in the event, it is established at any stage in future that either of the licensee was not in conformance with the terms and conditions of the guidelines for spectrum sharing or/and of the licence at the time of giving intimation for sharing of right to use the spectrum, the Government will have the right to take appropriate action which inter-alia may include annulment of sharing arrangement.
- (17). A non refundable processing fee, as prescribed from time to time, shall be payable individually by each licensee for each service area at the time of intimation to WPC Wing. At present, processing fee of Rs. 50,000/- is to be paid.



No. L-14006//04/2015-NTG
Government of India
Ministry of Communications
Department of Telecommunications
WPC Wing, 6th floor, Sanchar Bhawan, New Delhi

The payment is to be made through Bharatkosh/by draft in favour of Pay & Account Officer (HQ), DOT payable at New Delhi.

- (18). Licensor/Government reserves the right to modify the guidelines from time to time as it may deem fit.


11.10.2021
(Neeraj Juyal)

Assistant Wireless Adviser
for and on behalf of President of India

(On Company Letter head)

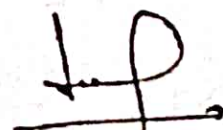
To,

Wireless Adviser to the Government of India
WPC Wing, Department of Telecommunications
Ministry of Communications
Sanchar Bhawan
20, Ashok Road, New Delhi - 110001

Subject: - Intimation for Sharing of Spectrum

With reference to guidelines for sharing of spectrum issued vide L-14006/04/2015-NTG dated 11.10.2021, we wish to share the spectrum as per details given below:

| S. No. | Item | Status |
|--------|---|-----------------------------------|
| 1. | Name of the Licensee1 | |
| 2. | License No. of the Licensee1 and date of expiry of license | |
| 3. | Name of the Licensee 2 | |
| 4. | License No. of the Licensee 2 and date of expiry of license | |
| 5. | Name of Licensed Service Area where spectrum sharing is proposed | |
| 6. | Band of the spectrum for Sharing and frequency spots to be shared | (i) Licensee 1 (ii) Licensee 2 |
| 7. | Total spectrum available with Licensee 1 in the LSA (band wise) | |
| 8. | Total spectrum available with Licensee 2 in the LSA (band wise) | |
| 9. | Amount of administrative allotted spectrum with the Licensee 1, if any, along with date of expiry of right to use of spectrum . | |
| 10. | Amount of administrative allotted spectrum with the Licensee 2, if any, along | |



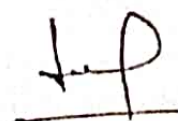
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| | with date of expiry of right to use of spectrum | |
| 11. | Amount of spectrum obtained by Licensee 1 through auction year wise along with date of expiry of right to use of spectrum | |
| 12. | Amount of spectrum obtained by Licensee 2 through auction year wise along with date of expiry of right to use of spectrum | |
| 13. | Effective date of Sharing | |
| 14. | Period of Sharing (Years/Months) | |
| 15. | Date of expiry of shared spectrum by Licensee1 | |
| 16. | Date of expiry of shared spectrum by Licensee2 | |
| 17. | Details of payment of processing fee for spectrum sharing (Bharatkosh Challan/ Demand draft to be enclosed) | |
| 18. | Any other relevant information | |

It is certified that:

- (i). Both the licensees fulfil all the eligibility conditions for sharing the spectrum.
- (ii). In case any interference is arising due to sharing of their spectrum, Licensees will resolved within 30 days failing which they will stop sharing in the affected areas till the problem of interference is addressed.
- (iii). Both the licensees fulfil the conditions mentioned in the Spectrum Sharing Guidelines issued vide OM No. L-14006/04/2015-NTG dated 11.10.2021.

(Authorized Signatory)

Copy of Board Resolution/POA to be attached



Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Access Services Wing)

No. 20-271/2010 AS-I (Vol.-V)

Dated: 25.10.2021

To

All Unified Licensees

**Subject: Amendment in Unified License Agreement for Adjusted Gross Revenue (AGR)
-regarding.**

As per the Condition 5.1 of Chapter-I of Unified License (UL) Agreement, the Licensor reserves the right to modify at any time the terms and conditions of the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. In pursuance of this condition, the Licensor hereby amends/ appends the following in the UL Agreement:

| S. No. | Existing Clause | Amended Clause |
|--------|---|---|
| 1. | <p>PART-I, CHAPTER-III, FINANCIAL CONDITIONS</p> <p>19. Definition of 'Adjusted Gross Revenue':</p> <p>19.1 The Gross Revenues and Adjusted Gross Revenue (AGR) for the purpose of calculation of License fee for different services authorized under this license are defined in the respective chapters of the Service in PART-II of this Schedule. .</p> | <p>PART-I, CHAPTER-III, FINANCIAL CONDITIONS</p> <p>19. Definition of Gross Revenue, Applicable Gross Revenue (ApGR) and Adjusted Gross Revenue (AGR):</p> <p>19.1 The Gross Revenue, Applicable Gross Revenue (ApGR) and Adjusted Gross Revenue (AGR) for the purpose of calculation of License fee for different services authorized under this license are defined in the respective chapters of the Service in PART-II of this Schedule.</p> |
| 2. | <p>PART- II, CHAPTER-VIII, ACCESS SERVICE</p> <p>3. FINANCIAL CONDITIONS</p> <p>3.1 GROSS REVENUE</p> <p>The Gross Revenue shall be inclusive of installation charges, late fees, sale proceeds of handsets (or any other terminal equipment etc.), revenue on account of interest, dividend, value added services, supplementary services, access or interconnection charges, roaming charges,</p> | <p>PART-II, CHAPTER-VIII, ACCESS SERVICE</p> <p>3. FINANCIAL CONDITIONS</p> <p>3.1 GROSS REVENUE</p> <p>The Gross Revenue shall be inclusive of installation charges, late fees, sale proceeds of handsets (or any other terminal equipment etc.), revenue on account of interest, dividend, value added services, supplementary services, access or interconnection charges, roaming charges,</p> |



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| | <p>revenue from permissible sharing of infrastructure and any other miscellaneous revenue, without any set-off for related item of expense, etc.</p> <p>3.2 Adjusted Gross Revenue (AGR)</p> <p>For the purpose of arriving at the "Adjusted Gross Revenue (AGR)", following shall be excluded from the Gross Revenue to arrive at the AGR:</p> <ol style="list-style-type: none"> PSTN/PLMN/GMPCS related call charges (Access Charges) actually paid to other eligible/entitled Telecommunication service providers within India; Roaming revenues actually passed on to other eligible/entitled telecommunication service providers and; Goods and Service Tax (GST) actually paid to the Government if gross revenue had included as component of GST. | <p>revenue from permissible sharing of infrastructure and any other miscellaneous revenue, without any set-off for related item of expense, etc.</p> <p>3.1A Applicable Gross Revenue (ApGR):</p> <p>ApGR shall be equal to Gross Revenue (GR) of the licensee as reduced by the items listed below:</p> <ol style="list-style-type: none"> Revenue from operations other than telecom activities/ operations. Revenue from activities under a license/ permission issued by Ministry of Information and Broadcasting. Receipts from the USO Fund. List of other income* to be excluded from GR to arrive at ApGR <ol style="list-style-type: none"> Income from Dividend Income from Interest Capital Gains on account of profit of Sale of fixed assets and securities Gains from Foreign Exchange rates fluctuations Income from property rent Insurance claims Bad Debts recovered Excess Provisions written back <p>*Subject to conditions given in Annexure VIII.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>For the purpose of arriving at the "Adjusted Gross Revenue (AGR)", following shall be excluded from the Applicable Gross Revenue (ApGR):</p> <ol style="list-style-type: none"> PSTN/PLMN/GMPCS related call charges (Access Charges) paid to other eligible/entitled Telecommunication service providers within India; Roaming revenues passed on to other eligible/entitled telecommunication service providers and; Goods and Service Tax (GST) paid to the Government if the Applicable Gross Revenue (ApGR) had included as component of GST. |
| 3. | PART-II, CHAPTER-IX, INTERNET SERVICE | PART- II, CHAPTER-IX, INTERNET SERVICE |

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3. Financial Conditions:

3.1 Gross Revenue: The Gross Revenue shall be inclusive of all types of revenue from Internet services, revenue from Internet access service, revenue from internet contents, revenue from Internet Telephony service, revenue from activation charges, revenue from sale, lease or renting of bandwidth, links, R&G cases, Turnkey projects, revenue from IPTV service, late fees, sale proceeds of terminal equipments, revenue on account of interest, dividend, value added services, supplementary services, interconnection charges, roaming charges, revenue from permissible sharing of infrastructure etc. allowing only those deductions available for pass through charges and taxes/levies as in the case of access services, without any set-off for related item of expense etc.

3.2 For the purpose of arriving at the "Adjusted Gross Revenue (AGR)" the following shall be excluded from the Gross Revenue to arrive at the AGR:

- (i) Goods and Service Tax (GST) actually paid to the Government if gross revenue had included as component of GST.
- (ii) Roaming revenue actually passed on to other eligible/entitled telecom service provider.

3. Financial Conditions:

3.1 Gross Revenue: The Gross Revenue shall be inclusive of all types of revenue from Internet services, revenue from Internet access service, revenue from internet contents, revenue from Internet Telephony service, revenue from activation charges, revenue from sale, lease or renting of bandwidth, links, R&G cases, Turnkey projects, revenue from IPTV service, late fees, sale proceeds of terminal equipment, revenue on account of interest, dividend, value added services, supplementary services, interconnection charges, roaming charges, revenue from permissible sharing of infrastructure and any other miscellaneous revenue, without any set-off for related item of expense etc.

3.1A Applicable Gross Revenue (ApGR):

ApGR shall be equal to Gross Revenue (GR) of the licensee as reduced by the items listed below:

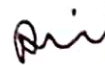
- (i) Revenue from operations other than telecom activities/ operations.
 - (ii) Revenue from activities under a license/ permission issued by Ministry of Information and Broadcasting.
 - (iii) Receipts from the USO Fund.
 - (iv) List of other income* to be excluded from GR to arrive at ApGR
 - a. Income from Dividend
 - b. Income from Interest
 - c. Capital Gains on account of profit of Sale of fixed assets and securities
 - d. Gains from Foreign Exchange rates fluctuations
 - e. Income from property rent
 - f. Insurance claims
 - g. Bad Debts recovered
 - h. Excess Provisions written back
- *Subject to conditions given in Annexure VIII.

3.2 Adjusted Gross Revenue (AGR):

For the purpose of arriving at the "Adjusted Gross Revenue (AGR)", following shall be



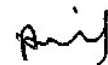
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| | | <p>excluded from the Applicable Gross Revenue (ApGR):</p> <ol style="list-style-type: none"> Charges of pass through nature paid to other telecom service provider(s) to whose network, the licensee's network is interconnected; Roaming revenue passed on to other eligible/entitled telecom service provider, and; Goods and Service Tax (GST) paid to the Government if Applicable Gross Revenue (ApGR) had included as component of GST. |
| 4. | <p>PART-II, CHAPTER-X, NATIONAL LONG DISTANCE SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue & Adjusted Gross Revenue</p> <p>'REVENUE' for the purpose of levying License fee as a percentage of revenue shall mean the Gross total Revenue income accruing to the Licensee by way of providing NLD service under the License including the revenue on account of supplementary/value added services and leasing of infrastructure, interest, dividend etc. as reduced by the component part of a pass-through nature actually paid to other telecom service providers to whose networks the Licensee's NLD network is interconnected, for carriage of calls. The Gross Revenue shall also include previous debits (e.g. bad debts recovered, of excess provisions in earlier years.) It is clarified that any lease or rent charges for hiring of infrastructure shall not be so deducted. Goods and Service Tax (GST) collected and passed on to the Government(s) from customers of the Licensee shall not form a part of the Revenue.</p> | <p>PART-II, CHAPTER-X, NATIONAL LONG DISTANCE SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross Revenue shall include all revenues accruing to the Licensee on account of goods supplied, services provided, leasing of infrastructure, use of its resources by others, application Fee, installation charges, call charges, late Fees, sale proceeds of instruments (or any terminal equipment including accessories), handsets, bandwidth, income from Value Added Services, supplementary services, access or interconnection charges, any lease or rent charges for hiring of infrastructure etc. and any other miscellaneous items including interest, dividend etc. without any set off of related items of expense, etc.</p> <p>3.1A Applicable Gross Revenue (ApGR):</p> <p>ApGR shall be equal to Gross Revenue (GR) of the licensee as reduced by the items listed below:</p> <ol style="list-style-type: none"> Revenue from operations other than telecom activities/ operations. Revenue from activities under a license/ permission issued by Ministry of Information and Broadcasting. Receipts from the USO Fund. List of other income* to be excluded from GR to arrive at ApGR <ol style="list-style-type: none"> Income from Dividend |



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| | | <ul style="list-style-type: none"> b. Income from Interest c. Capital Gains on account of profit of Sale of fixed assets and securities d. Gains from Foreign Exchange rates fluctuations e. Income from property rent f. Insurance claims g. Bad Debts recovered h. Excess Provisions written back <p>*Subject to conditions given in Annexure VIII.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>For the purpose of arriving at the "Adjusted Gross Revenue (AGR)", following shall be excluded from the Applicable Gross Revenue (ApGR):</p> <ul style="list-style-type: none"> a. Charges of pass-through nature paid to other telecom service providers to whose network, the Licensee's NLD network is interconnected, for carriage of calls, and: b. Goods and Service Tax (GST) paid to the Government if Applicable Gross Revenue (ApGR) had included as component of GST. |
| 5. | <p>PART- II, CHAPTER-XI, INTERNATIONAL LONG DISTANCE SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross Revenue shall include all revenues accruing to the Licensee on account of goods supplied, services provided, leasing of infrastructure, use of its resources by others, application Fee, installation charges, call charges, late Fees, sale proceeds of instruments (or any terminal equipment including accessories), handsets, bandwidth, income from Value Added Services, supplementary services, access or interconnection charges, any lease or rent charges for hiring of infrastructure etc. and any other miscellaneous items including interest, dividend etc. without any set off of related items of expense, etc.</p> | <p>PART-II, CHAPTER-XI, INTERNATIONAL LONG DISTANCE SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross Revenue shall include all revenues accruing to the Licensee on account of goods supplied, services provided, leasing of infrastructure, use of its resources by others, application Fee, installation charges, call charges, late Fees, sale proceeds of instruments (or any terminal equipment including accessories), handsets, bandwidth, income from Value Added Services, supplementary services, access or interconnection charges, any lease or rent charges for hiring of infrastructure etc. and any other miscellaneous items including interest, dividend etc. without any set off of related items of expense, etc.</p> |

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| | <p>3.2 Adjusted Gross Revenue:</p> <p>Adjusted Gross Revenue for the purpose of levying License Fee as a percentage of revenue shall mean the Gross Revenue as reduced by:</p> <p>Call charges (access charges) actually paid to other telecom service providers for carriage of calls; Goods and Service Tax (GST) actually paid to the Government, if gross revenue had included the component of Goods and Service Tax (GST).</p> | <p>3.1A Applicable Gross Revenue (ApGR):</p> <p>ApGR shall be equal to Gross Revenue (GR) of the licensee as reduced by the items listed below:</p> <ul style="list-style-type: none"> (i) Revenue from operations other than telecom activities/ operations. (ii) Revenue from activities under a license/ permission issued by Ministry of Information and Broadcasting. (iii) Receipts from the USO Fund. (iv) List of other income* to be excluded from GR to arrive at ApGR <ul style="list-style-type: none"> a. Income from Dividend b. Income from Interest c. Capital Gains on account of profit of Sale of fixed assets and securities d. Gains from Foreign Exchange rates fluctuations e. Income from property rent f. Insurance claims g. Bad Debts recovered h. Excess Provisions written back <p>*Subject to conditions given in Annexure VIII.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>For the purpose of arriving at the "Adjusted Gross Revenue (AGR)", following shall be excluded from the Applicable Gross Revenue (ApGR):</p> <ul style="list-style-type: none"> a. Call charges (access charges) paid to other telecom service providers for carriage of calls, and; b. Goods and Service Tax (GST) paid to the Government, if the Applicable Gross Revenue (ApGR) had included as component of GST. |
| 6. | <p>PART-II, CHAPTER-XII, GLOBAL MOBILE PERSONAL COMMUNICATION, BY SATELLITE SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross Revenue shall be inclusive of</p> | <p>PART- II, CHAPTER-XII, GLOBAL MOBILE PERSONAL COMMUNICATION BY SATELLITE SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross Revenue shall be inclusive of</p> |



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| <p>installation charges, late fees, sale proceeds of handsets (or any other terminal equipment etc.), revenue on account of interest, dividend, value added services, supplementary services, access or interconnection charges, roaming charges, revenue from permissible sharing of infrastructure and any other miscellaneous revenue, without any set-off for related item of expense, etc.</p> <p>3.2 Adjusted Gross Revenue</p> <p>For the purpose of arriving at the "Adjusted Gross Revenue" the following will be excluded from the Gross Revenue to arrive at the adjusted gross revenue:</p> <p>(i) PSTN/PLMN/GMPCS related call charges (Access Charges) actually paid to other eligible/entitled telecommunication service providers within India;</p> <p>(ii) Roaming revenues actually passed on to other telecom service providers, and</p> <p>(iii) Goods and Service Tax (GST) actually paid to the Government; if gross revenue had included the component of Goods and Service Tax (GST).</p> | <p>installation charges, late fees, sale proceeds of handsets (or any other terminal equipment etc.), revenue on account of interest, dividend, value added services, supplementary services, access or interconnection charges, roaming charges, revenue from permissible sharing of infrastructure and any other miscellaneous revenue, without any set-off for related item of expense, etc.</p> <p>3.1A Applicable Gross Revenue (ApGR):</p> <p>ApGR shall be equal to Gross Revenue (GR) of the licensee as reduced by the items listed below:</p> <p>(i) Revenue from operations other than telecom activities/ operations.</p> <p>(ii) Revenue from activities under a license/ permission issued by Ministry of Information and Broadcasting.</p> <p>(iii) Receipts from the USO Fund.</p> <p>(iv) List of other income* to be excluded from GR to arrive at ApGR</p> <ol style="list-style-type: none"> Income from Dividend Income from Interest Capital Gains on account of profit of Sale of fixed assets and securities Gains from Foreign Exchange rates fluctuations Income from property rent Insurance claims Bad Debts recovered Excess Provisions written back <p>*Subject to conditions given in Annexure VIII.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>For the purpose of arriving at the "Adjusted Gross Revenue (AGR)", following shall be excluded from the Applicable Gross Revenue (ApGR):</p> <ol style="list-style-type: none"> PSTN/PLMN/GMPCS related call charges (Access Charges) paid to other eligible/entitled telecommunication service providers within India; Roaming revenues passed on to other telecom service providers, and; |
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| | | c. Goods and Service Tax (GST) paid to the Government, if the Applicable Gross Revenue (ApGR) had included as component of GST. |
| 7. | <p>PART-II, CHAPTER-XIII.</p> <p>PUBLIC MOBILE RADIO TRUNKING SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross revenue shall include all revenues accruing to the Licensee on account of goods supplied, services provided, leasing/hiring of infrastructure, use of its resources by others, application fees, installation charges, call charges, late fees, sale proceeds of instruments (or any terminal equipment including accessories), fees on account of annual maintenance contract, income from value added services, supplementary services, access or interconnection charges, etc. and any other miscellaneous item including interest, dividend etc. without any set-off of related item of expense etc.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>AGR for the purpose of levying license fee as a percentage of revenue shall include the Gross Revenue excluding:</p> <p>(i) Charges of pass through nature paid to other telecom service provider(s) to whose network, the licensee's network is interconnected,</p> <p>(ii) Goods and Service Tax (GST) and Sales actually paid to the Government, if Gross Revenue had included the component of Goods and Service Tax (GST).</p> | <p>PART-II, CHAPTER-XIII.</p> <p>PUBLIC MOBILE RADIO TRUNKING SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross revenue shall include all revenues accruing to the Licensee on account of goods supplied, services provided, leasing/hiring of infrastructure, use of its resources by others, application fees, installation charges, call charges, late fees, sale proceeds of instruments (or any terminal equipment including accessories), fees on account of annual maintenance contract, income from value added services, supplementary services, access or interconnection charges, etc. and any other miscellaneous item including interest, dividend etc. without any set-off of related item of expense etc.</p> <p>3.1A Applicable Gross Revenue (ApGR):</p> <p>ApGR shall be equal to Gross Revenue (GR) of the licensee as reduced by the items listed below:</p> <p>(i) Revenue from operations other than telecom activities/ operations.</p> <p>(ii) Revenue from activities under a license/ permission issued by Ministry of Information and Broadcasting.</p> <p>(iii) Receipts from the USO Fund.</p> <p>(iv) List of other income* to be excluded from GR to arrive at ApGR</p> <p>a. Income from Dividend</p> <p>b. Income from Interest</p> <p>c. Capital Gains on account of profit of Sale of fixed assets and securities</p> <p>d. Gains from Foreign Exchange rates fluctuations</p> <p>e. Income from property rent</p> |

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| | | <p>f. Insurance claims g. Bad Debts recovered h. Excess Provisions written back *Subject to conditions given in Annexure VIII.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>For the purpose of arriving at the "Adjusted Gross Revenue (AGR)", following shall be excluded from the Applicable Gross Revenue (ApGR):</p> <p>a. Charges of pass through nature paid to other telecom service provider(s) to whose network, the licensee's network is interconnected, and;</p> <p>b. Goods and Service Tax (GST) paid to the Government, if the Applicable Gross Revenue (ApGR) had included as component of GST.</p> |
| 8. | <p>PART-II, CHAPTER-XIV, COMMERCIAL VSAT CUG SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross Revenue shall include all revenues accruing to the Licensee on account of goods supplied, services provided, leasing/hiring of infrastructure, use of its resources by others, application fees, installation charges, call charges, late fees, sale proceeds of instruments (or any terminal equipment including accessories), VSAT hardware/software, fees on account of Annual Maintenance Contract/ Annual Comprehensive Maintenance Contract income from value added services, supplementary services, access or interconnection charges, etc. and any other miscellaneous item including interest, dividend etc. without any set-off of related item of expense etc.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>"ADJUSTED GROSS REVENUE" for the purpose of levying License Fee as a percentage of revenue shall include the</p> | <p>PART-II, CHAPTER-XIV, COMMERCIAL VSAT CUG SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross Revenue shall include all revenues accruing to the Licensee on account of goods supplied, services provided, leasing/hiring of infrastructure, use of its resources by others, application fees, installation charges, call charges, late fees, sale proceeds of instruments (or any terminal equipment including accessories), VSAT hardware/software, fees on account of Annual Maintenance Contract/ Annual Comprehensive Maintenance Contract income from value added services, supplementary services, access or interconnection charges, etc., and any other miscellaneous item including interest, dividend etc. without any set-off of related item of expense, etc.</p> <p>3.1A Applicable Gross Revenue (ApGR):</p> <p>ApGR shall be equal to Gross Revenue (GR) of the licensee as reduced by the items listed below:</p> |

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| | <p>Gross Revenue excluding:-</p> <p>i) Charges of pass through nature actually paid to other Telecom service provider(s) to whose network, the Licensee's network is interconnected for carriage of data.</p> <p>ii) Goods and Service Tax (GST) actually paid to the Government, if gross revenue had included the component of Goods and Service Tax (GST).</p> | <p>(i) Revenue from operations other than telecom activities/ operations.</p> <p>(ii) Revenue from activities under a license/ permission issued by Ministry of Information and Broadcasting.</p> <p>(iii) Receipts from the USO Fund.</p> <p>(iv) List of other income* to be excluded from GR to arrive at ApGR</p> <p>a. Income from Dividend</p> <p>b. Income from Interest</p> <p>c. Capital Gains on account of profit of Sale of fixed assets and securities</p> <p>d. Gains from Foreign Exchange rates fluctuations</p> <p>e. Income from property rent</p> <p>f. Insurance claims</p> <p>g. Bad Debts recovered</p> <p>h. Excess Provisions written back</p> <p>*Subject to conditions given in Annexure VIII.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>For the purpose of arriving at the "Adjusted Gross Revenue (AGR)", following shall be excluded from the Applicable Gross Revenue (ApGR):</p> <p>a. Charges of pass through nature paid to other Telecom service provider(s) to whose network, the Licensee's network is interconnected for carriage of data, and;</p> <p>b. Goods and Service Tax (GST) paid to the Government, if the Applicable Gross Revenue (ApGR) had included as component of GST.</p> |
| 9 | <p>PART-II, CHAPTER-XV,</p> <p>INSAT MOBILE SATELLITE SYSTEM-REPORTING (MSS-R) SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross revenue shall include all revenues accruing to the Licensee on account of goods supplied, services provided, leasing/hiring of infrastructure, use of its resources by others, application</p> | <p>PART-II, CHAPTER-XV,</p> <p>INSAT MOBILE SATELLITE SYSTEM-REPORTING (MSS-R) SERVICE</p> <p>3. Financial Conditions:</p> <p>3.1 Gross Revenue:</p> <p>The Gross revenue shall include all revenues accruing to the Licensee on account of goods supplied, services provided, leasing/hiring of infrastructure, use of its resources by others, application fees,</p> |

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| <p>fees, installation charges, call charges, late fees, sale proceeds of instruments (or any terminal equipment including accessories), INSAT-MSS Reporting Servicehardware/software, fees on account of Annual Maintenance Contract/ Annual Comprehensive Maintenance Contract income from value added services, supplementary services, access or interconnection charges, etc. and any other miscellaneous item including interest, dividend etc. without any set-off of related item of expense etc.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>“ADJUSTED GROSS REVENUE” for the purpose of levying License Fee as a percentage of revenue shall include the Gross Revenue excluding:-</p> <ul style="list-style-type: none"> (i) Charges of pass through nature actually paid to other Telecom service provider(s) to whose network, the Licensee’s network is interconnected for carriage of data. (ii) Goods and Service Tax (GST) actually paid to the Government, if gross revenue had included the component of Goods and Service Tax (GST). | <p>installation charges, call charges, late fees, sale proceeds of instruments (or any terminal equipment including accessories), INSAT-MSS Reporting Servicehardware/software, fees on account of Annual Maintenance Contract/ Annual Comprehensive Maintenance Contract income from value added services, supplementary services, access or interconnection charges, etc. and any other miscellaneous item including interest, dividend etc. without any set-off of related item of expense etc.</p> <p>3.1A Applicable Gross Revenue (ApGR):</p> <p>ApGR shall be equal to Gross Revenue (GR) of the licensee as reduced by the items listed below:</p> <ul style="list-style-type: none"> (i) Revenue from operations other than telecom activities/ operations. (ii) Revenue from activities under a license/ permission issued by Ministry of Information and Broadcasting. (iii) Receipts from the USO Fund. (iv) List of other income* to be excluded from GR to arrive at ApGR <ul style="list-style-type: none"> a. Income from Dividend b. Income from Interest c. Capital Gains on account of profit of Sale of fixed assets and securities d. Gains from Foreign Exchange rates fluctuations e. Income from property rent f. Insurance claims g. Bad Debts recovered h. Excess Provisions written back <p>*Subject to conditions given in Annexure VIII.</p> <p>3.2 Adjusted Gross Revenue (AGR):</p> <p>For the purpose of arriving at the “Adjusted Gross Revenue (AGR)”, following shall be excluded from the Applicable Gross Revenue (ApGR):</p> <ul style="list-style-type: none"> a. Charges of pass through nature paid to other Telecom service provider(s) to whose network, the Licensee’s network is interconnected for |
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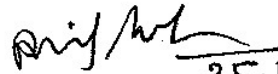
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| | | carriage of data, and; b. Goods and Service Tax (GST) paid to the Government, if the Applicable Gross Revenue (ApGR) had included as component of GST. |
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2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.

3. The new Format of Statement of Revenue and License Fee for each service authorization incorporating the effect of above amendments, is enclosed. It is clarified that the existing formats in each service authorization of the Unified License agreement shall also be replaced with these new formats (attached with this amendment) with effect from 01.10.2021.

4. This amendment shall be part and parcel of the Unified License Agreement and other Terms & Conditions shall remain unchanged.

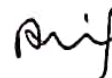

(Anil Kumar Gehlot) 25.10.2
Director (AS-I)
For and on behalf of President of India
Tel No.: 23036864

Copy to:

- (1) Secretary, TRAI.
- (2) DGT, DoT (HQ)/ CGCA.
- (3) Advisor (Economics)/ Wireless Advisor /Sr DDG (TEC).
- (4) DDG(CS)/ DDG(DS)/ DDG (Satellite)/DDG (LFP) /DDG(LFA)/ DDG(SPPI) /DDG (SA)/ DDG (WPF)/ DDG(A/C).
- (5) All Director of AS Wing.
- (6) Director (IT) may kindly arrange to upload this letter on the website of DoT.

List of other income to be excluded from GR to arrive at ApGR

| Sl. No. | Item/ Head of 'Other Income' | Description and conditions applicable |
|---------|---|--|
| a. | Income from Dividend | <p>Income from dividend is return on investment made by the company. Such investment is made out of surplus funds available with the company. Companies Act, 2013 and Accounting Standard-9 classified dividend income as 'other income' i.e., distinct from the core operations of the entity.</p> <p>Therefore, income from dividend shall not be part of ApGR for the purpose of computation of LF.</p> |
| b. | Income from Interest | <p>Income from interest is return on investment made by the company in bank deposits, corporate deposits, debentures etc. Such investment is made out of surplus funds available with the company. Also sometimes, Licensee receives interest from Tax Authorities on advance tax or refundable tax. Companies Act, 2013 and Accounting Standard-9 classified interest income as 'other income' i.e., distinct from the core operations of the entity.</p> <p>At the same time, Licensee accepts refundable deposits from customers, telecom vendors and other Licensees. These deposits essentially are part of telecom operations. The interest income earned on such amounts should be recorded and certified by statutory auditors.</p> <p>Therefore, income from interest shall not be part of ApGR for the purpose of computation of LF. However, interest earned on refundable deposits from customers, telecom vendors and other Licensees shall be considered in ApGR for the purpose of computation of LF. Also, any refundable deposit received by the Licensee on the strength of telecom service viz. linkage with tariff, advance rental etc. shall also have similar treatment for inclusion in ApGR.</p> |
| c. | Capital gains on account of profit on sale of fixed assets and securities | <p>Capital gain earned by the Licensee on the account of profit on sale of assets and securities, are of from investing activities instead of from telecom operations. Therefore, the revenue on account of sale of immovable property, securities, warrants or debt instruments, other items of fixed assets shall not be part of ApGR for the purpose of computation of LF.</p> |
| d. | Gains from Foreign Exchange rates fluctuations | <p>Foreign Exchange differences arise when actual rates at the time of settlement differs from those at which they were initially recorded in the books. The provisions contained in the Accounting Standard-11 require a notional entry for exchange differences in respect of liabilities at the closing date of the AFSs. The foreign exchange gains reflected in the profit and loss statement of Licensee could arise from</p> |



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| | | <p>reduction of payment liability or increase in the value of foreign exchange accounts receivables. In other words, foreign exchange fluctuation is a contingency which has impact on every business which may have something to do with foreign exchange and is not specific and unique to telecom business.</p> <p>Therefore, revenue/profit arising out of upward valuation or devaluation on account of fluctuation of foreign exchange shall not be part of ApGR for the purpose of computation of LF.</p> |
| e. | Income from property rent | <p>Licensee may rent or lease part of their properties and earn revenue in the form of rent. Some Licensees as part of staff welfare measure provides staff quarters to their employees and receive rent from such staff. Revenue from rent cannot be distinctly treated as only from telecom business. Therefore, revenue/income from property rent shall not be part of ApGR for the purpose of computation of LF. In case property is let out for 'establishing, maintaining and working of telecommunication', then revenue/income from such rent shall be considered in ApGR for the purpose of computation of LF.</p> |
| f. | Insurance claims | <p>A receipt from Insurance company against loss of property/fixed assets is basically a reimbursement in nature for the loss occurred by the Licensee. Receipt of insurance claim from insurance company shall not be part of ApGR for the purpose of computation of LF.</p> |
| g. | Bad Debts recovered | <p>Bad debt is an amount owed by a debtor that is unlikely to be received/ realized and recognized as an expense in the books of accounts. Bad Debts recovered represents reversal of debits (i.e. bad debts) appearing in the profit and loss account of previous year(s). This basically represents an adjustment to the amount of an expense (i.e. bad debts) as estimated in an earlier year(s) in which it had already recorded as part of revenue from operations.</p> <p>Therefore, income on account of bad debts recovered shall not be part of ApGR for the purpose of computation of LF.</p> |
| h. | Excess Provisions written back | <p>Excess Provisions written back represent the reversal of excess provision made for any liability or expenses in any previous year. On settlement, this excess provision is written back into books of accounts as other income. This basically represents an adjustment 60 instead of actual revenue earned.</p> <p>Therefore, income on account of excess provisions written back shall not be part of ApGR for the purpose of computation of LF.</p> |

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Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Access Services Wing)

No. 20-271/2010 AS-I (Vol.-IV)

Dated: 19.01.2022

To

All MNP Licensees

Subject: Amendment in MNP License Agreement for Adjusted Gross Revenue (AGR) - regarding.

As per the Condition 13.1 of Part-II of MNP License Agreement, the Licensor reserves the right to modify at any time the terms and conditions of the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the SERVICE. In pursuance of this condition, the Licensor hereby amends/appends the following in the MNP License Agreement:

| S. No. | Existing Clause | Amended Clause |
|--------|---|--|
| 1. | <p>PART-III, FINANCIAL CONDITIONS</p> <p>24 Definition of 'Adjusted Gross Revenue'</p> <p>24.1 Gross Revenue: The Gross Revenue shall be inclusive of revenue from services, Porting fees, sale proceeds of any software & hardware items, revenue on account of interest, dividend, capital gains, value added services, supplementary services, access or interconnection charges, revenue from permissible sharing of infrastructure and any other miscellaneous revenue etc., without any set-off from related items of expense.</p> | <p>PART-III, FINANCIAL CONDITIONS</p> <p>24 Definition of Gross Revenue, Applicable Gross Revenue (ApGR) and Adjusted Gross Revenue (AGR):</p> <p>24.1 Gross Revenue: The Gross Revenue shall be inclusive of revenue from services, Porting fees, sale proceeds of any software & hardware items, revenue on account of interest, dividend, capital gains, value added services, supplementary services, access or interconnection charges, revenue from permissible sharing of infrastructure and any other miscellaneous revenue etc., without any set-off from related items of expense.</p> <p>24.1A Applicable Gross Revenue (ApGR):</p> <p>ApGR shall be equal to Gross Revenue (GR) of the licensee as reduced by the items listed</p> |



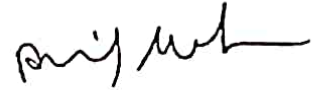
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| | <p>24.2 For the purpose of arriving at the "Adjusted Gross Revenue", the Goods and Services Tax (GST), as applicable, will be excluded from the Gross Revenue to arrive at the Adjusted Gross Revenue, if Gross Revenue had included the component of GST.</p> | <p>below:</p> <ul style="list-style-type: none"> (i) Revenue from operations other than telecom activities/ operations. (ii) Revenue from activities under a license/ permission issued by Ministry of Information and Broadcasting. (iii) Receipts from the USO Fund. (iv) List of other income* to be excluded from GR to arrive at ApGR <ul style="list-style-type: none"> a. Income from Dividend b. Income from Interest c. Capital Gains on account of profit of Sale of fixed assets and securities d. Gains from Foreign Exchange rates fluctuations e. Income from property rent f. Insurance claims g. Bad Debts recovered h. Excess Provisions written back <p>*Subject to conditions given in Annexure VIII.</p> <p>24.2 Adjusted Gross Revenue (AGR): For the purpose of arriving at the "Adjusted Gross Revenue", the Goods and Services Tax (GST), as applicable, will be excluded from the Applicable Gross Revenue (ApGR) to arrive at the Adjusted Gross Revenue, if Gross Revenue had included the component of GST.</p> |
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2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.

3. The new Format of Statement of Revenue and License Fee incorporating the effect of above amendments, is enclosed. It is clarified that the existing formats of the MNP License agreement shall also be replaced with these new formats (attached with this amendment) with effect from 01.10.2021.



4. This amendment shall be part and parcel of the MNP License Agreement and other Terms & Conditions shall remain unchanged.



(Anil Kumar Gehlot)
Director (AS-I)

For and on behalf of President of India
Tel No.: 23036864

Copy to:

- (1) Secretary, TRAI.
- (2) DGT, DoT(HQ)/ CGCA.
- (3) Advisor (Economics)/ Wireless Advisor /Sr DDG (TEC).
- (4) DDG(CS)/ DDG(DS)/ DDG (Satellite)/DDG (LFP) /DDG(LFA)/ DDG(SPPI) /DDG (SA)/ DDG (WPF)/ DDG(A/C).
- (5) All Director of AS Wing.
- (6) Director (IT) may kindly arrange to upload this letter on the website of DoT.

APPENDIX-II TO ANNEXURE-II

Format of Statement of Revenue and Licence Fee

(Name and address of operator)

Mobile Number Portability in _____ (MNP Zone)

Statement of Revenue and Licence Fee for the Quarter
of the financial year.....

The Gross Revenue shall be inclusive of revenue from services, Porting fees, sale proceeds of any software & hardware items, revenue on account of interest, dividend, capital gains, value added services, supplementary services, access or interconnection charges, revenue from permissible sharing of infrastructure and any other miscellaneous revenue etc., without any set-off from related items of expense.

(Please note that mere mention of certain activities in this proforma does not explicitly permit the licensee such activities)

(AMOUNT IN RUPEES)

| S.N. | PARTICULARS | ACTUALS FOR THE PREVIOUS QUARTER | ACTUALS FOR THE CURRENT QUARTER | CUMULATIVE UPTO THE CURRENT QUARTER |
|-------|---|---|--|--|
| 1. | Revenue from services | | | |
| (i) | Revenue from Mobile Number Porting fees | | | |
| (ii) | Revenue from Bureau/ Outsourcing/ Support services | | | |
| 2 | Revenue from other services | | | |
| (i) | sale proceeds of any software items | | | |
| (ii) | sale proceeds of any hardware items | | | |
| (iii) | Charges on account of any value added services, Supplementary Services etc. | | | |
| (iv) | access or interconnection charges | | | |
| (v) | any other revenue | | | |
| 3 | Goods and Service Tax (GST) | | | |
| 4 | Service charges | | | |
| 5 | Income from investments | | | |

nil

| | | | | |
|-------|---|--|--|--|
| (i) | Interest income | | | |
| (ii) | Dividend income | | | |
| (iii) | Any other miscellaneous receipt from investments. | | | |
| 6 | Non-refundable deposits | | | |
| 7 | Revenue from franchisees /resellers including all commissions and discounts etc. | | | |
| 8 | Revenue from sharing/ leasing of infrastructure | | | |
| 9 | Revenue from Operations/Activities other than Telecom Operations/ Activities under a license from Ministry of Information and Broadcasting. | | | |
| 10 | Miscellaneous revenue | | | |
| AA | GROSS REVENUE OF THE LICENSEE COMPANY (1 to 10): | | | |
| BB | LESS | | | |
| 1. | Revenue from operations other than telecom activities/ operations | | | |
| 2. | Revenue from activities under a license from Ministry of Information and Broadcasting | | | |
| 3. | Receipt from USO Fund | | | |
| 4. | Items of 'Other Income' as listed in Annexure- VIII | | | |
| i. | Income from Dividend | | | |
| ii. | Income from Interest | | | |
| iii. | Capital Gains on account of profit of Sale of fixed assets and securities | | | |

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| iv. | Gains from Foreign Exchange rates fluctuations | | | |
| v. | Income from property rent | | | |
| vi. | Insurance claims | | | |
| vii. | Bad Debts recovered | | | |
| viii. | Excess Provisions written back | | | |
| | | | | |
| BB | Total (1+2+3+4) | | | |
| | | | | |
| CC | APPLICABLE GROSS REVENUE (ApGR) (AA-BB) | | | |
| | | | | |
| DD | Deduct | | | |
| 1 | Goods and Service Tax actually paid to the Government | | | |
| | | | | |
| DD | TOTAL DEDUCTIBLE REVENUE | | | |
| | | | | |
| EE | ADJUSTED GROSS REVENUE (CC-DD) | | | |
| | | | | |
| | REVENUE SHARE @ ----- OF ADJUSTED GROSS REVENUE | | | |

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Annexure-VIII to MNP License Agreement

List of other income to be excluded from GR to arrive at ApGR

| Sl. No. | Item/ Head of 'Other Income' | Description and conditions applicable |
|---------|---|--|
| a. | Income from Dividend | <p>Income from dividend is return on investment made by the company. Such investment is made out of surplus funds available with the company. Companies Act, 2013 and Accounting Standard-9 classified dividend income as 'other income' i.e., distinct from the core operations of the entity.</p> <p>Therefore, income from dividend shall not be part of ApGR for the purpose of computation of LF.</p> |
| b. | Income from Interest | <p>Income from interest is return on investment made by the company in bank deposits, corporate deposits, debentures etc. Such investment is made out of surplus funds available with the company. Also sometimes, Licensee receives interest from Tax Authorities on advance tax or refundable tax. Companies Act, 2013 and Accounting Standard-9 classified interest income as 'other income' i.e., distinct from the core operations of the entity.</p> <p>At the same time, Licensee accepts refundable deposits from customers, telecom vendors and other Licensees. These deposits essentially are part of telecom operations. The interest income earned on such amounts should be recorded and certified by statutory auditors.</p> <p>Therefore, income from interest shall not be part of ApGR for the purpose of computation of LF. However, interest earned on refundable deposits from customers, telecom vendors and other Licensees shall be considered in ApGR for the purpose of computation of LF. Also, any refundable deposit received by the Licensee on the strength of telecom service viz. linkage with tariff, advance rental etc. shall also have similar treatment for inclusion in ApGR.</p> |
| c. | Capital gains on account of profit on sale of fixed assets and securities | <p>Capital gain earned by the Licensee on the account of profit on sale of assets and securities, are of from investing activities instead of from telecom operations. Therefore, the revenue on account of sale of immovable property, securities, warrants or debt instruments, other items of fixed assets shall not be part of ApGR for the purpose of computation of LF.</p> |
| d. | Gains from Foreign Exchange rates fluctuations | <p>Foreign Exchange differences arise when actual rates at the time of settlement differs from those at which they were initially recorded in the books. The provisions contained in the Accounting Standard-11 require a notional entry for exchange differences in respect of liabilities at the closing date of the AFSs. The foreign exchange gains reflected in</p> |

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| | | <p>the profit and loss statement of Licensee could arise from reduction of payment liability or increase in the value of foreign exchange accounts receivables. In other words, foreign exchange fluctuation is a contingency which has impact on every business which may have something to do with foreign exchange and is not specific and unique to telecom business.</p> <p>Therefore, revenue/profit arising out of upward valuation or devaluation on account of fluctuation of foreign exchange shall not be part of ApGR for the purpose of computation of LF.</p> |
| e. | Income from property rent | <p>Licensee may rent or lease part of their properties and earn revenue in the form of rent. Some Licensees as part of staff welfare measure provides staff quarters to their employees and receive rent from such staff. Revenue from rent cannot be distinctly treated as only from telecom business. Therefore, revenue/income from property rent shall not be part of ApGR for the purpose of computation of LF. In case property is let out for 'establishing, maintaining and working of telecommunication', then revenue/income from such rent shall be considered in ApGR for the purpose of computation of LF.</p> |
| f. | Insurance claims | <p>A receipt from Insurance company against loss of property/fixed assets is basically a reimbursement in nature for the loss occurred by the Licensee. Receipt of insurance claim from insurance company shall not be part of ApGR for the purpose of computation of LF.</p> |
| g. | Bad Debts recovered | <p>Bad debt is an amount owed by a debtor that is unlikely to be received/realized and recognized as an expense in the books of accounts. Bad Debts recovered represents reversal of debits (i.e. bad debts) appearing in the profit and loss account of previous year(s). This basically represents an adjustment to the amount of an expense (i.e. bad debts) as estimated in an earlier year(s) in which it had already recorded as part of revenue from operations.</p> <p>Therefore, income on account of bad debts recovered shall not be part of ApGR for the purpose of computation of LF.</p> |
| h. | Excess Provisions written back | <p>Excess Provisions written back represent the reversal of excess provision made for any liability or expenses in any previous year. On settlement, this excess provision is written back into books of accounts as other income. This basically represents an adjustment 60 instead of actual revenue earned.</p> <p>Therefore, income on account of excess provisions written back shall not be part of ApGR for the purpose of computation of LF.</p> |

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16/2022

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Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20-Ashoka Road, New Delhi-110001
(Data Services Cell)

No: DS-11/46/2020-DS-III

Dated: 22-02-2022

OFFICE MEMORANDUM

Subject: Issues in ISP License signing.

With reference to the meeting held on 03/02/2022 with officers from DGT, LSAs, NT wing and ITPC Pune to discuss issues in ISP License signing and subsequent email dated 04/02/2022 from the DGT office, the undersigned is directed to convey following clarifications with reference to the SoP dated 20/07/2020 regarding delegation of signing of UL and UL(VNO) ISP authorizations:

(i) For reducing delays in signing of license after issuing of LOI, once the applicant has uploaded scanned copies of the compliance documents (BG, Entry Fee details and Undertaking) on SaralSanchar portal, scrutiny comments, if any, may be communicated by the LSA to the applicant through the online portal itself without waiting or asking for physical copies of the compliance documents. Once the compliance documents are found in order after scrutiny, the same may be intimated through the online portal to the applicant while issuing the online invitation letter. Final corrected physical copies of the compliance documents (BG, Entry Fee details and Undertaking) may only be sought from the applicant on the day of signing license agreement.

(ii) For cases where applicant has not submitted LOI compliance within 90 days or submitted incomplete compliance, the LOI remains pending till a case is sent by the LSA to DOT HQ for cancellation of such LOI. ITPC of BSNL and NT wing of DoT are requested to create a functionality in SaralSanchar so that such LOIs can be rejected by LSAs themselves without requiring any approval of DOT HQ and only an intimation is sent to DS wing by the LSAs.

2. This is issued with the approval of Member(Technology).

Signed by Vineet Malik
Date: 22-02-2022 15:37:03
Reason: Approved
Vineet Malik
(ADG(DS))

1/3037026/2022

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To

1. Director General Telecom, DGT-HQ, New Delhi
2. DDG (NT), DOT HQ
3. ITPC Pune (Kind Attn: Sh Raghvendra Narikar)