



सत्यमेव जयते

Telecom Reforms 2021

Department of Telecommunications

Ministry of Communications

Chapter – 1

Know Your Customer (KYC) Reforms

**Government of India
Ministry of Communications
Department of Telecommunications
Access Services Cell**

Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110 001

File No: 800-12/2019-AS.II

Dated: 21.09.2021

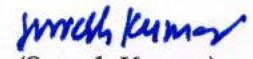
To,

- 1. The CEO, UIDAI**
- 2. All Unified Licensees (Access Service) Authorisations/ Unified Access Services Licensees (UASL)**

Subject: Use of Aadhaar based e-KYC service of Unique Identification Authority of India (UIDAI) as an alternate process for issuing mobile connections to Individual customers including Outstation customers and Bulk connection.

Amendment in Indian Telegraph Act, 1885, notified by Central Government on 24.07.2019, provided for re-introduction of Aadhaar based e-KYC process for issuing of new mobile connections.

2. The Telecom Service Providers shall implement the process as given in Annexure for issuing of new mobile connections using Aadhaar based e-KYC. Accordingly, the instructions issued vide letter of even number dated 29.09.2020 is hereby superseded.
3. Union Cabinet has now approved the proposal for charging Re.1/- for the process of authentication through Aadhaar based e-KYC services of UIDAI for issuing new mobile connections.
4. The testing and verification in consultation with Government agencies will not be necessary. However, all security related compliances must be ensured by the TSPs while implementing the process. Action taken shall be informed to DoT and MHA.
5. This is being issued with the approval of the competent authority.


(Suresh Kumar)
ADG (AS-II)
21.09.2021

Copy to:

1. Secretary, Dept. of Electronics & IT, New Delhi
2. DG (T), DoT HQ, New Delhi
3. JS (CIS), MHA, New Delhi.
4. COAI.

Annexure

e-KYC Process

- (i) The Customer desirous of purchasing mobile connection shall visit an authorized Point of Sale (PoS) of Licensees or the PoS agent visits the home/office of the customer.
- (ii) The Licensees shall utilize the details of its PoS/PoS Agent already available in its database for activation of mobile connections. For this purpose, the demographic details as received from the UIDAI during onboarding of the Point of Sale (PoS) or PoS agent shall be maintained by the Licensee and the same shall be updated from UIDAI on regular intervals.
- (iii) Customer shall authorize UIDAI through Aadhaar authentication using Aadhaar number/Virtual-ID and biometrics to provide his/her demographic data (name, complete address, date of birth, gender) along with photograph to the Licensee and UIDAI shall provide the same in a digitally signed and encrypted format.

For this purpose, following declaration/consent shall be taken from the customer:

- *I am voluntarily using Aadhaar based e-KYC process for acquiring the SIM.*
 - *I hereby give my consent to use my Aadhaar number/Virtual-ID and biometrics for sharing the eKYC details (demographic data and photograph) to the (TSP name) for issuing of mobile connection to me*
 - *I have been informed by the PoS regarding the two existing alternate processes of acquiring SIM viz. Paper based process and D-KYC process.*
 - *My biometric authentication can be treated as my signature.*
- (iv) The demographic details of customer along with photograph received from UIDAI shall automatically get captured by the Licensee in the Customer Application Form (CAF) generated in its system. It shall be ensured by the Licensee that only Name of the customer (as received from UIDAI) captured on the CAF, shall be visible to the PoS agent and data shall not be stored on the PoS device. Other details such as "No. of mobile connection held in the name of customer, Tarrif plan etc" in CAF shall be entered by authorized PoS agent on the basis of information furnished by customer.
 - (v) The Live photograph of the customer is taken by PoS agent with date and time stamp.
 - (vi) In case of outstation customer, following shall be supplemented: -

Surekha Kumari
21.09.2021

- a) The outstation customer shall also provide his/her local residential address.
 - b) For local reference, the name, address and contact number of local reference shall be provided by the outstation customer.
 - c) An One Time Password (OTP) shall be sent to the mobile number of local reference and it shall be validated for the local reference.
- (vii) In case of Bulk mobile connection, customer is replaced by Authorised Signatory in (i) to (v) above. The live photograph of the following original documents shall also be captured by the PoS agent:
- a) Document that establishes the identity and address of the entity/company /organizations.
 - b) Authorization letter for Authorized Signatory (Board Resolution/Letter from Proprietor or Partner/Letter from the person authorized to issue the same showing delegation of authority).
 - c) End user list.
- (viii) Before activation of the mobile connection, the authorized representative of Licensee or the IT system of Licensee shall check and verify that:
- a) All the entries in the CAF & Licensee's database for the respective customer are complete and there is no error apparent on the face of records of the customer in the CAF & database.
 - b) Live photograph of the customer matches with the photo received from the UIDAI.
 - c) No Gibberish information (a single nonsensical word or a group of nonsensical words) is stored in the CAF and Licensee's database.
- (ix) The CAF shall be digitally created and digitally signed by authorized representative of the Licensee and then only the SIM card can be activated by the Licensee. If the verification as mentioned above is done automatically by an IT system, then digital signature shall not be applicable.
- (x) The date and time of the SIM activation shall be captured in the database records and CAF of the customer.
- (xi) Only one mobile connections per day can be issued to a customer using this process in case of individual/outstation customer.
- (xii) The above-mentioned e-KYC process is an alternative process in addition to the existing process of issuance of mobile connections and shall be applicable to Local, Outstation and Bulk customers.
- (xiii) The e-KYC process shall be applicable for all Licensed Service Areas (LSAs) including J&K, North East and Assam LSAs.

Jyoti Kumar
21.09.2021

**Government of India
Ministry of Communications
Department of Telecommunications
Access Services Cell**

Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110 001

File No: 800-05/2019-AS.II

Dated: 21.09.2021


To,

All Unified Licensees (Access Service) Authorisations/ Unified Access Services Licensees (UASL)

Subject: Conversion of mobile connection from Prepaid to Postpaid and vice-versa using OTP based process.

In accordance with the recent Union Cabinet approval, OTP based process for conversion of mobile connection from Prepaid to Postpaid and vice-versa as per Annexure may be implemented by the Telecom Service Providers with immediate effect. Accordingly, the instructions issued vide letter of even number dated 21.05.2021 is hereby superseded.

2. The testing and verification in consultation with Government agencies will not be necessary. However, all security related compliances must be ensured by the TSPs while implementing the process. Action taken shall be informed to DoT and MHA.
3. This is being issued with the approval of the competent authority.


(Suresh Kumar)
ADG (AS-II)
21.09.2021

Copy to:

1. DG(T), DoT HQ.
2. JS(CIS), MHA
3. COAI, New Delhi

OTP Based Conversion

- i. Any subscriber desirous of conversion of his/her existing mobile connection from Prepaid to Postpaid or vice-versa shall send a request to the Licensee. The request may be sent via SMS, IVRS, website or authorised app of the Licensee.
- ii. Upon receiving the request, a message will be sent to the subscriber's mobile number that he/she has requested for conversion of his/her number from Prepaid to Postpaid or vice-versa. The message shall include a unique transaction-Id and a One-Time Password (OTP).
- iii. The successful validation of the OTP, through SMS, IVRS, website or authorised app of the Licensee as the case may be, shall be treated as the consent of the subscriber for the conversion from Prepaid to Postpaid or vice-versa.
- iv. After the completion of conversion, a text message containing the confirmation of the conversion requested by the subscriber shall be sent to the subscriber's mobile number.
- v. The disruption of services, if any, during the said conversion shall not exceed 30 minutes.
- vi. The details (request of the subscriber, date and time of request, unique transaction-id, OTP consent, date and time of conversion, current status etc.) of all conversions in respect of a mobile connection shall be maintained by the Licensee in its system.
- vii. A subscriber shall be allowed to re-convert only after 90 days of previous conversion. This shall also be intimated by the Licensee to the subscriber before the start of conversion process.
- viii. The above-mentioned process shall be applicable for mobile connections issued by Paper-based process, e-KYC process and D-KYC process. This will be an alternate process to the existing process of conversion in place. The process shall also not be applicable for Bulk mobile connection category.
- ix. Implementation of the process for conversion from Prepaid to Postpaid and Postpaid to Prepaid shall be simultaneous.

Security restrictions

- i. This conversion process shall not be applicable for mobile connections of J&K LSA.
- ii. The mobile connections converted from Prepaid to Postpaid using this process shall not be allowed roaming facility in J&K LSA.
- iii. No change in ownership and/or demographic details of the subscriber is permitted.
- iv. The SIM card shall remain in the possession of the subscriber and no change of SIM is allowed.

Suresh Kumar
21.09.2021

**Government of India
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Access Services Cell**

Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110 001

File No: 800-12/2021-AS.II

Dated: 21.09.2021

To,

All Unified Licensees (Access Service) Authorisations/ Unified Access Services Licensees (UASL)

Subject: Self-KYC (S-KYC) as an alternate process for issuing of new mobile connections to Local and Outstation category customers.

In accordance with the recent Union Cabinet approval, Self-KYC as an alternate process for issuing new mobile connections as per Annexure may be implemented by the Telecom Service Providers with immediate effect. Accordingly, the instructions issued vide letter of even number dated 31.08.2021 is hereby superseded.

2. In this process, the issuing of mobile connection to the customers is done through an App/Portal based online process wherein a customer can apply for mobile connection sitting at home/office and gets the SIM delivered at his door step using documents electronically verified by UIDAI (Aadhaar) or DigiLocker.

3. The testing and verification in consultation with Government agencies will not be necessary. However, all security related compliances must be ensured by the TSPs while implementing the process. Action taken shall be informed to DoT and MHA.

4. This is being issued with the approval of the competent authority.



(Suresh Kumar)
ADG (AS-II)
21.09.2021

Copy to:

1. CEO, UIDAI
2. DG(T), DoT HQ.
3. JS(CIS), MHA
4. President & CEO, NeGD
5. COAI, New Delhi

Annexure

Self-KYC process

1. The customer shall register on the App/Website/Portal of the Service Provider using alternate mobile number. The mobile number of family /relatives/ known persons may also be used for this purpose. The customer will be validated by sending an OTP on the given mobile number.
2. Only electronically verified PoI/PoA documents or the demography details obtained by the Licensee from the DigiLocker/UIDAI shall be used for the purpose of subscriber verification.
3. If Aadhaar is used for the verification the following declaration/consent shall be taken from the subscriber.
 - a) *I am voluntarily using Aadhaar based authentication for acquiring the SIM.*
 - b) *I hereby give my consent to use my Aadhaar number /Virtual-ID verified by OTP received on my Aadhaar linked mobile number by UIDAI for sharing the KYC details (demographic data and photograph) from my Aadhaar to the TSP name for issuing of mobile connection to me.*
4. All the fields as received from UIDAI/DigiLocker may be automatically captured in the Customer Application Form (CAF) by the licensee. All other required fields in the CAF shall be filled by the customer on the portal/app/website.
5. The customer shall capture his/her clearly visible live photograph and video.
6. For Outstation Category customer, a local reference will be given by the customer who will be validated by sending an OTP on his/her Mobile Number.
7. At the end of the CAF filling process, the customer will be validated through OTP.
8. Before delivery of SIM card, the authorized representative or the IT system of the Licensee shall check and verify, not limited to, the following:
 - a) There is no error apparent on the face of records of the customer in the CAF.
 - b) Live photograph of the customer is amply clear and customer can be identified using the photograph.
 - c) No gibberish information is stored in the CAF.
 - d) The Latitude/Longitude captured in the CAF are well within the territorial boundaries of the country.
 - e) The photograph as available on the PoI or as received from DigiLocker matches with the live photograph of the customer. (In case DigiLocker is used)

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21.09.2021

- f) The photograph as received from the UIDAI matches with the live photograph of the customer as captured on the CAF. (In case OTP based authentication of UIDAI is used)
9. The inactive SIM card shall be delivered at the local address provided by the customer. The delivery of the SIM card will be validated through an OTP and will be confirmed by sending an SMS at the alternate mobile number provided by the customer.
 10. The Latitudes /Longitudes of the delivery point will be captured in the CAF.
 11. In case of e-SIM, the same will be installed on the mobile from which the customer did the registration process by downloading the App of the service provider.
 12. The verification before activation of SIM shall be conducted by an authorised representative of the Licensee/IT system from the backend and shall include confirmation that the SIM has been delivered at the local address mentioned in the CAF.
 13. The CAF shall be digitally created and digitally signed by authorized representative of the Licensee and then only the SIM card can be activated by the Licensee. If the verification as mentioned above is done automatically by an IT system, then digital signature shall not be applicable.
 14. This process is applicable for Local and Outstation category customer and only one mobile connections per day can be issued to a customer using S-KYC process.
 15. The date and time of the SIM activation shall be captured in the database records and CAF of the customer.
 16. The S-KYC process shall be applicable for all Licensed Service Areas (LSAs) including J&K, North East and Assam LSAs.
 17. The Licensee shall develop such a system using latest technological tools including artificial intelligence (AI) to ensure that the S-KYC process shall not be misused.

Jyoti Kumar

21.09.2021



भारत का राजपत्र The Gazette of India

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असाधारण
EXTRAORDINARY

भाग III—खण्ड 4
PART III—Section 4

प्राधिकार से प्रकाशित
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NEW DELHI, THURSDAY, OCTOBER 14, 2021/ASVINA 22, 1943

भारतीय विशिष्ट पहचान प्राधिकरण

अधिसूचना

नई दिल्ली, 14 अक्टूबर, 2021

आधार (आधार अधिप्रमाणन सेवाओं का मूल्य-निर्धारण) विनियम, 2021

(2021 का सं. 1)

सं. के-11022/632/2019/अधि./भा.वि.प.प्रा.(2021 का संख्या 1).—आधार (वित्तीय और अन्य सहायिकियों प्रसुविधाओं और सेवाओं का लक्षित परिदान) अधिनियम, 2016 की धारा 8 के साथ पठित धारा 54 की उप-धारा (1) तथा उप-धारा (2) के उप-खंड (एफ) जो आधार एवं अन्य विधियां (संशोधन) अधिनियम, 2019 (2019 का संख्या 14) द्वारा यथा संशोधित और आधार (अधिप्रमाणन) विनियम, 2016 के विनियम 12(7) एवं आधार (आधार अधिप्रमाणन सेवाओं का मूल्य-निर्धारण) विनियम 2019 (2019 का संख्या 1) के अधिक्रमण में और उक्त अधिक्रमण से पूर्व किए गए कार्यों तथा उक्त अधिक्रमण से पूर्व किए जाने वाले कार्यों को छोड़कर, भारतीय विशिष्ट पहचान प्राधिकरण एतद् द्वारा निम्नलिखित विनियम बनाता है :-

1. संक्षिप्त नाम और प्रारंभ :-

- (1) इन विनियमों को आधार (आधार अधिप्रमाणन सेवाओं का मूल्य-निर्धारण) विनियम, 2021 (2021 का संख्या 01) कहा जाएगा।
- (2) ये विनियम सरकारी राजपत्र में प्रकाशन की तिथि से लागू होंगे।

2. आधार अधिप्रमाणन सेवाओं का मूल-निर्धारण :-

- (1) (क) प्रत्येक सफल आधार ई-केवाईसी कार्य-सम्पादन के लिए अनुरोधकर्ता संस्था से 3/-रुपए (लागू कर सहित) की दर से प्रभार वसूला जाएगा, जबकि दूरसंचार सेवा प्रदाताओं से प्रत्येक सफल आधार ई-केवाईसी कार्य-सम्पादन के लिए 1/- रुपए (लागू कर सहित) की दर से प्रभार वसूला जाएगा।
(ख) अनुरोधकर्ता संस्था से प्रत्येक सफल हॉ/नहीं कार्य-सम्पादन के लिए 0.50/- रुपए (लागू कर सहित) की दर से अधिप्रमाणन सेवाओं का प्रभार वसूला जाएगा।
(ग) प्रत्येक असफल, किंतु प्रभार्य आधार ई-केवाईसी कार्य-सम्पादन या हॉ/नहीं अधिप्रमाणन कार्य-सम्पादन के लिए अनुरोधकर्ता संस्था से प्रत्येक कार्य-सम्पादन के लिए 0.50/- रुपए (लागू कर सहित) का प्रभार वसूला जाएगा।
- (2) केंद्र और राज्य सरकार के मंत्रालयों/ विभागों द्वारा या उनकी ओर से, अधिप्रमाणन कार्य-सम्पादन पर विनिर्दिष्ट सेवाओं, प्रसुविधाओं और सेवाओं के अन्तरण संबंधी अधिप्रमाणन कार्य-सम्पादन प्रभार से छूट होगी।
- (3) उपरोक्त प्रभार, लाइसेंस शुल्क और वित्तीय हतोत्साहन, यथा लागू, के अतिरिक्त होंगे।
- (4) कार्य-सम्पादन त्रुटि कोडों एवं उससे संबंधित प्रभारों का व्योरा अलग से जारी किया जाएगा।
- (5) उपर्युक्त विनियम 2(1) के अंतर्गत अधिप्रमाणन कार्य सम्पादन प्रभारों (आधार ई-केवाईसी तथा हॉ/नहीं कार्य-सम्पादन दोनों के लिए) को प्रत्येक दो वर्ष में उपभोक्ता मूल्य सूचकांक (सी.पी.आई) से जोड़कर एवं निकटतम 10 पैसे से पूर्णांकित कर संशोधन किया जाएगा।

3. अधिप्रमाणन और ई-केवाईसी सेवाओं की अनिरंतरता :-

- (1) यदि कोई विद्यमान अनुरोधकर्ता संस्था [उपरोक्त 2(2) विनियमों में दी गयी छूट को छोड़कर], इन विनियमों के प्रकाशन की तिथि के बाद आधार अधिप्रमाणन की सेवाओं का उपयोग जारी रखती है तो, यह समझा जाएगा कि वह निर्दिष्ट अधिप्रमाणन प्रभारों के प्रति सहमत है। संस्थाओं को, उपयोग पर आधारित संबंधित बीजक (इनवोइस) जारी होने के 15 दिनों के अंतर्गत अधिप्रमाणन कार्य-सम्पादन प्रभारों को जमा करना अपेक्षित होगा। 15 दिनों की अवधि के बाद भुगतान में विलंब होने पर, 1.5% प्रतिमाह की दर से चक्रवृद्धि ब्याज अदा करना होगा तथा अधिप्रमाणन एवं ई-केवाईसी सेवाएं भी रोक दी जाएंगी।
- (2) यदि कोई अनुरोधकर्ता संस्था अधिप्रमाणन कार्य-सम्पादन के प्रभारों का भुगतान नहीं करना चाहती है, तो वह आधार अधिप्रमाणन सेवाओं के उपयोग को बंद कर देगी और वह अपने निर्णय से तुरंत यूआईडीएआई को सूचित करेगी और वह आधार (अधिप्रमाणन) विनियम, 2016 के विनियम 23 के अनुसार अधिप्रमाणन सुविधाओं को ऐक्सेस करने का परित्याग कर देगी। हालांकि अधिप्रमाणन सेवाओं के ऐक्सेस के निष्क्रिय होने की तिथि तक लागू कार्य-सम्पादन प्रभारों का भुगतान करना होगा।

डॉ. सौरभ गर्ग, मुख्य कार्यकारी अधिकारी

[विज्ञापन-III/4/असा./343/2021-22]

टिप्पणी : मुख्य विनियमों यथा आधार (आधार अधिप्रमाणन सेवाओं का मूल्य निर्धारण) विनियम, 2019 (2019 का संख्या 1), जो दिनांक 07 मार्च 2019 के भारत के राजपत्र, असाधारण, भाग III, खण्ड 4, संख्या 90 में दिनांक 06, मार्च 2019 की अधिसूचना संख्या के- 11022/632/2019/अधि./भा. वि. प. प्रा. (2019 का संख्या 01) के द्वारा प्रकाशित हुए, के अधिक्रमण में।

UNIQUE IDENTIFICATION AUTHORITY OF INDIA
NOTIFICATION

New Delhi, the 14th October, 2021

**THE AADHAAR (PRICING OF AADHAAR AUTHENTICATION SERVICES)
REGULATIONS, 2021**

(No. 1 of 2021)

No. K-11022/632/2019/Auth/UIDAI (No. 1 of 2021).—In exercise of the powers conferred by sub-section (1) and sub-clauses (f) of sub-section (2) of Section 54 read with Section 8 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act 2016 as amended vide the Aadhaar and Other Laws (Amendment) Act, 2019 (No.14 of 2019) and Regulation 12(7) of the Aadhaar (Authentication) Regulations, 2016 and in supersession of the Aadhaar (Pricing of Aadhaar Authentication Services) Regulations, 2019 (No. 1 of 2019), except as respects things done or omitted to be done before such supersession, the Unique Identification Authority of India, hereby makes the following regulations, namely:—

1. Short title and commencement.—

- (1) These regulations may be called the Aadhaar (Pricing of Aadhaar Authentication Services) Regulations, 2021 (No. 1 of 2021).
- (2) These regulations shall come into force on the date of their publication in the Official Gazette.

2. Pricing of Aadhaar Authentication Services. —

- (1) (a) Each successful Aadhaar e-KYC transaction shall be charged @ Rs. 3 (including applicable taxes) from requesting entities except Telecom Service Providers for whom the rate shall be Re. 1/- (including applicable taxes) for each successful Aadhaar e-KYC transaction;
- (b) Each successful Yes/No authentication transaction shall be charged @ Rs. 0.50 (including applicable taxes) from requesting entities;
- (c) Each failed, but chargeable Aadhaar e-KYC transaction or Yes/No authentication transaction shall be charged @ Rs. 0.50 (including applicable taxes) per such transaction from requesting entities.
- (2) Authentication transactions done by or on behalf of the Central and State Government Ministries/ Departments, for specified services, transfer of benefits and subsidies, shall be exempt from Authentication transaction charges.
- (3) The above charges shall be in addition to the License fees and financial disincentives, as applicable.
- (4) Details of the chargeable transaction error codes shall be issued separately from time to time.
- (5) The Authentication transaction charges (for both Aadhaar e-KYC and Yes/No transactions) as in Regulation 2(1) above shall be revised every two years by linking it with the Consumer Price Index (CPI) and rounding it off to the nearest 10 paise.

3. Discontinuation of authentication and e-KYC services. —

- (1) If an existing requesting entity [except those exempt under Regulation 2(2) above], continues to use Aadhaar authentication services beyond the date of publication of these Regulations, it shall be deemed to have agreed to the specified authentication charges. The entities shall be required to deposit the authentication transaction charges within 15 days of issuance of the invoice based on the usage. The delay in payment beyond 15 days shall attract interest compounded @ 1.5% per month and discontinuation of authentication and e-KYC services.

(2) In case a requesting entity does not wish to pay authentication transaction charges, it shall discontinue the use of Aadhaar authentication services and intimate its decision to the UIDAI immediately, and it shall surrender its access to the authentication facilities as per Regulation 23 of the Aadhaar (Authentication) Regulations, 2016. However, the transaction charges as applicable till the date of de-activation of access to authentication services shall have to be paid.

Dr. SAURABH GARG, Chief Executive Officer

[ADVT.-III/4/Exty./343/2021-22]

Note : In supersession of the Principal regulations i.e. the Aadhaar (Pricing of Aadhaar Authentication Services) Regulations, 2019 (No. 1 of 2019) which were published *vide* Notification No. K-11022/632/2019/Auth/UIDAI (No. 1 of 2019), dated 6th March 2019 in the Gazette of India, Extraordinary, Part III, Section 4, No. 90, dated 7th March, 2019.

Chapter – 2

Licensing Reforms

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

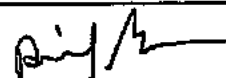
To

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
<p>PART III FINANCIAL CONDITIONS</p> <p>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.</p>	<p>PART 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 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(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

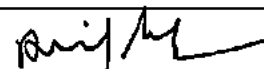
To

All 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:

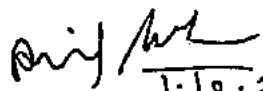
Existing Clause	Amended Clause
<p>PART-I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.6 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 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 purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p>	<p>PART-I, CHARTER III, FINANCIAL CONDITIONS</p> <p>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 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>


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-1)
 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

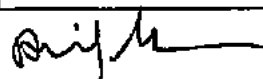
To

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
<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>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 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 purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p>	<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>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 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
<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>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.</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 Unified License 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
(Carrier Services Wing)

No. 311-Misc/2017-CS-I

Dated: 06.10.2021

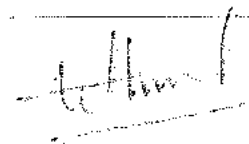
To

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:

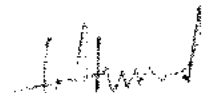
Existing Clause	Amended Clause
Schedule-II, PART-III, FINANCIAL CONDITIONS:	Schedule-II, PART-III, FINANCIAL CONDITIONS:
14.5: Any delay in payment of License fee or any other dues payable under the LICENSE, beyond the stipulated period will attract interest at a rate which will be 4% above the one-year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 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 purposes of calculation of interest. A month shall be reckoned as an English calendar month.	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 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
<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>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.</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 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, 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
<p>6. Schedule of payment of ANNUAL LICENSE FEE and other dues</p> <p>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 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 purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p> <p>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</p>	<p>6. Schedule of payment of ANNUAL LICENSE FEE and other dues</p> <p>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 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> <p>Stands deleted.</p>



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
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
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
<p>6. Schedule of payment of ANNUAL LICENSE FEE and other dues</p> <p>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 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 purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p> <p>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</p>	<p>6. Schedule of payment of ANNUAL LICENSE FEE and other dues</p> <p>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 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> <p>Stands deleted.</p>



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
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Carrier Services Wing)

No. 311-Misc/2017-CS-I

Dated: 06.10.2021

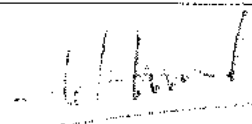
To

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:

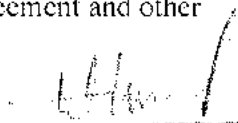
Existing Clause	Amended Clause
Schedule-II, PART-III, FINANCIAL CONDITIONS:	Schedule-II, PART-III, FINANCIAL CONDITIONS:
<p>19.5: Any delay in payment of License fee or any other dues payable under the LICENSE, beyond the stipulated period will attract interest at a rate which will be 4% above the one-year 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>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>





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.

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 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.	SCHEDULE-TERMS AND CONDITIONS 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 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 6.8 In case, the total amount paid on the self	6. SCHEDULE OF PAYMENT OF ANNUAL LICENSE FEE AND OTHER DUES Stands deleted

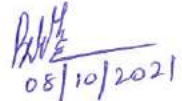

08/10/2021

<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:

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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.

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

<p>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.</p>	<p>Stands deleted</p>
<p>18. BANK GUARANTEES</p> <p>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.</p>	<p>18. BANK GUARANTEES</p> <p>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.</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.

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.


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/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

Prave
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.

Chapter – 3
Foreign Direct Investment (FDI) Reforms

Government of India
Ministry of Commerce & Industry
Department for Promotion of Industry and Internal Trade
FDI Policy Section

Press Note No. 4 (2021 Series)

Subject: Review of Foreign Direct Investment (FDI) Policy on Telecom Sector.

The Government of India has reviewed the extant FDI policy on Telecom sector and has made the following amendment under the Consolidated FDI Policy Circular of 2020, as amended from time to time (FDI Policy):

Para 5.2.14 of the FDI Policy is amended to be read as under:

5.2.14 TELECOM SERVICES

Sector/Activity	% of Equity/ FDI Cap	Entry Route
<p>5.2.14.1 Telecom Services (including Telecom Infrastructure Providers Category-I)</p> <p>All telecom services including Telecom Infrastructure Providers Category-I, viz. Basic, Cellular, Unified Access Services, Unified license (Access services), Unified License, National/International Long Distance, Commercial V-Sat, Public Mobile Radio Trunked Services (PMRTS), Global Mobile Personal Communications Services (GMPCS), all types of ISP licenses, Voice Mail/Audiotex/UMS, Resale of IPLC, Mobile Number Portability services, Infrastructure Provider Category-I (providing dark fibre, right of way, duct space, tower), Other Service Providers and such other services as may be permitted by the Department of Telecommunications (DoT).</p>	100%	Automatic
<p>5.2.14.2 Other Conditions:</p> <p>The licensing, security and any other terms and conditions as specified by Department of Telecommunications from time to time, shall be observed by licensee/entities providing services as referred in Para 5.2.14.1 above, as well as investors.</p>		

2. It is clarified that notwithstanding the provisions of Para 5.2.14 of the FDI Policy as amended above, foreign investment in Telecom Services will be subject to the provisions of Para 3.1.1 of the FDI Policy [as amended vide Press Note 3 (2020 Series) dated 17.04.2020]. Accordingly, cases requiring prior Government approval under the provisions of Para 3.1.1 of the FDI Policy, will continue to be on the Government route.
3. The above decision will take immediate effect.


(Manmeet Kaur Nanda)
06/10/2021
Joint Secretary to the Government of India

DPIIT File No.: 5(4)/2021-FDI Policy, dated 06.10.2021

Copy forwarded to:

1. **Press Information Officer, Press Information Bureau-** for giving wide publicity to the above Press Note.
2. **Joint Secretary(I&C), Department of Economic Affairs,** For suitably incorporating the policy changes in Foreign Exchange Management (Non-Debt Instruments) Rules, 2019, the relevant schedules thereof and FIRMS portal.
North Block, New Delhi
3. **Reserve Bank of India, Foreign Exchange Department,**
Mumbai
4. **NIC Section in the Department for Promotion of Industry and Internal Trade -** for uploading the Press Note on DPIIT's website.
5. **Hindi Section, DPIIT-** for providing Hindi version.



भारत का राजपत्र The Gazette of India

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असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

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नई दिल्ली, मंगलवार, अक्टूबर 12, 2021/ आश्विन 20, 1943
NEW DELHI, TUESDAY, OCTOBER 12, 2021/ ASVINA 20, 1943

वित्त मंत्रालय
(आर्थिक कार्य विभाग)
अधिसूचना

नई दिल्ली, 12 अक्टूबर, 2021

का.आ. 4242(अ).—केंद्रीय सरकार, विदेशी मुद्रा प्रबंध अधिनियम, 1999 (1999 का 42) की धारा 46 की उप-धारा (2) के खंड (कक) और (कख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विदेशी मुद्रा प्रबंध (गैर-ऋण लिखत) नियम, 2019 में और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात्:-

1. (1) इन नियमों का संक्षिप्त नाम विदेशी मुद्रा प्रबंध (गैर-ऋण लिखत) (चौथा संशोधन) नियम, 2021 हैं।
 - (2) ये राजपत्र में इनके प्रकाशन की तारीख को प्रवृत्त होंगे।
 2. विदेशी मुद्रा प्रबंध (गैर-ऋण लिखत) नियम, 2019 में, अनुसूची 1 में, सारणी में,-
 - (i) क्र.सं. 14.1 के सामने,-
- (क) स्तंभ 2 में "क्षेत्र/ क्रिया", शीर्षक के अंतर्गत प्रविष्टि के लिए, निम्नलिखित प्रविष्टि को रखा जाएगा, अर्थात्:-

"दूरसंचार अवसंरचना प्रदाता श्रेणी-1, अर्थात् बेसिक, सेलुलर, यूनाइटेड एक्सेस सर्विसेज, यूनिफाइड लाइसेंस (एक्सेस सर्विसेज), यूनिफाइड लाइसेंस, नेशनल/इंटरनेशनल लांग डिस्टेन्स, कॉमर्सियल V-सेट, पब्लिक मोबाइल रेडियो ट्रंकड सर्विसेज (एमपीआरटीएस), ग्लोबल मोबाइल पर्सनल कम्प्यूनिकेशन सर्विसेज

(जीएमपीसीएस), सहित सभी दूरसंचार सेवाएं, सभी प्रकार की आईएसपी लाइसेंस, वॉयस मेल/ऑडियोटेक्स/यूएमएस, आईपीएलसी की पुनः ब्रिक्री, मोबाइल नं. पोर्टेबिलिटी सर्विसेज, अवसंरचना प्रदाता श्रेणी-1 (डार्क फाइबर, राइट ऑफ वे, डक्ट स्पेश, टोअर प्रदान करना) अन्य सेवा प्रदाताओं और ऐसी अन्य सेवाएं जो दूरसंचार विभाग (डीओटी) द्वारा अनुमत हो सकती हैं।";

(ख) स्तंभ (4) में "प्रवेश मार्ग" शीर्षक के अंतर्गत प्रविष्टि के लिए निम्नलिखित प्रविष्टि को रखा जाएगा, अर्थात्:-

"ऑटोमैटिक";

(ii) क्र. सं. 14.2 के सामने, स्तंभ (2) में "अन्य शर्तें" शीर्षक के अंतर्गत खंड के लिए निम्नलिखित प्रविष्टि को रखा जाएगा, अर्थात्:-

"लाइसेंसिंग, सिक्योरिटी और कोई अन्य शर्तों और निबंधनों जैसा कि दूरसंचार विभाग (डीओटी) द्वारा समय-समय पर अधिसूचित किया गया है, का लाइसेंसधारक और ऊपर क्र.सं. 14.1 में यथासंदर्भित सेवा प्रदान करने वाली इकाइयों और निवेशकों द्वारा अनुपालन किया जाएगा।"

[फा.सं. 01/05/ईएम/2019]

आनंद मोहन बजाज, अपर सचिव

टिप्पणी : मूल नियम भारत के राजपत्र, असाधारण, भाग-II, खंड-3, उप-खंड (ii) में संख्यांक का.आ. 3732 (अ), तारीख 17 अक्तूबर, 2019 द्वारा प्रकाशित किए गए थे और तत्पश्चात् निम्नलिखित अधिसूचना संख्यांक द्वारा संशोधित किए गए:-

- (i) का.आ. 4355 (अ), तारीख 5 दिसंबर, 2019
- (ii) का.आ. 1278 (अ), तारीख 22 अप्रैल, 2020
- (iii) का.आ. 1374 (अ), तारीख 27 अप्रैल, 2020
- (iv) का.आ. 2442 (अ), तारीख 27 जुलाई, 2020
- (v) का.आ. 4441 (अ), तारीख 08 दिसंबर, 2020
- (vi) का.आ. 3206 (अ), तारीख 09 अगस्त, 2021
- (vii) का.आ. 3411 (अ), तारीख 19 अगस्त, 2021 और
- (viii) का.आ. 4091 (अ), तारीख 5 अक्तूबर, 2021

MINISTRY OF FINANCE

(Department of Economic Affairs)

NOTIFICATION

New Delhi, the 12th October, 2021

S.O. 4242(E).—In exercise of the powers conferred by clauses (aa) and (ab) of sub-section (2) of section 46 of the Foreign Exchange Management Act, 1999 (42 of 1999), the Central Government hereby makes the following rules further to amend the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, namely:-

1. (1) These rules may be called the Foreign Exchange Management (Non-debt Instruments) (Fourth Amendment) Rules, 2021.
- (2) They shall come into force on the date of their publication in the Official Gazette.
2. In the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, in Schedule I, in the Table, -

(i) against Sl. No. 14.1, -

(a) in column (2), under the heading “Sector/Activity”, for the entry, the following entry shall be substituted, namely:-

“All telecom services including Telecom Infrastructure Providers Category-I, viz. Basic, Cellular, United Access Services, Unified license (Access services), Unified License, National/International Long Distance, Commercial V-Sat, Public Mobile Radio Trunked Services (PMRTS), Global Mobile Personal Communications Services (GMPCS), all types of ISP licenses, Voice Mail/Audiotex/UMS, Resale of IPLC, Mobile Number Portability services, Infrastructure Provider Category-I (providing dark fibre, right of way, duct space, tower), Other Service Providers and such other services as may be permitted by the Department of Telecommunications (DoT).”;

(b) in column (4), under the heading “Entry Route”, for the entry, the following entry shall be substituted, namely: -

“Automatic”;

(ii) against Sl. No. 14.2, in column (2), under the sub-heading “Other conditions”, for the entry, the following entry shall be substituted, namely: -

“The licensing, security and any other terms and conditions as notified by Department of Telecommunications (DoT) from time to time, shall be observed by licensee/entities providing services as referred in serial number 14.1 above as well as investors.”

[F. No. 01/05/EM/2019]
ANAND MOHAN BAJAJ, Addl. Secy.

Note: The principal rules were published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), *vide* number S.O.3732 (E), dated the 17th October, 2019 and subsequently amended *vide* notification numbers: -

- (i) S.O. 4355 (E), dated the 5th December 2019,
- (ii) S.O. 1278 (E), dated the 22nd April, 2020,
- (iii) S.O. 1374 (E), dated the 27th April, 2020,
- (iv) S.O. 2442 (E), dated the 27th July, 2020,
- (v) S.O. 4441 (E), dated the 8th December, 2020,
- (vi) S.O. 3206 (E), dated the 9th August, 2021,
- (vii) S.O. 3411 (E), dated the 19th August, 2021 and
- (viii) S.O. 4091 (E), dated the 5th October 2021

Chapter – 4
Bank Guarantee (BG) Reforms

**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.

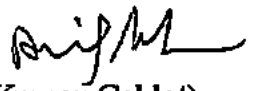
As per condition 5.1 of the UAS License Agreement, the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, if in the opinion of the LICENSOR it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper 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:
- 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.
 - 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).
 - 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:

- Secretary (TRAI).
- DGT, DoT (HQ)/ CGCA.
- Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
- DDG (CS)/DDG (DS)/DDG (Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG (SA)/ DDG (WPF)/ DDG (A/C).
- All Directors of AS Wing.
- 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

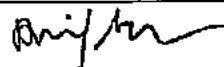
To

All UL (VNO) Licensees

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

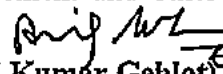
As per condition 5.1 of UL (VNO) License Agreement, the Licensor reserves the right to modify at any time the terms and conditions of the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper 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>
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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

Amish

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

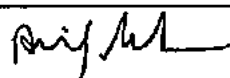
To

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 <i>Annexure-II</i>, 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, 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>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>	<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.</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 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>

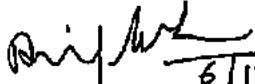
2. The PBGs and FBGs of existing Licensee shall be revised as per the above amended clause subject to the conditions in para 3 below.

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.


6/10/21
(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.

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

Signature

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
<p>7. FINANCIAL CONDITIONS</p> <p>FINANCIAL BANK GUARANTEE</p> <p>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</p>	<p>7. FINANCIAL CONDITIONS</p> <p>FINANCIAL BANK GUARANTEE</p> <p>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</p>

Atorney

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
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.

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
<p>7.2 FINANCIAL BANK GUARANTEE</p> <p>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.</p>	<p>7.2 FINANCIAL BANK GUARANTEE</p> <p>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.</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 ILD License Agreement and all others Terms & Conditions shall remain unchanged.

Pradeep Kumar
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.

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.

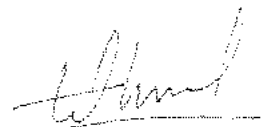
As per the **Condition 3.1** of schedule-II: Terms and Conditions, of License Agreement for Captive Mobile Radio Trunking Service (CMRTS), the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, or incorporate new conditions, if in the opinion of the LICENSOR it 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
<p>Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>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.</p>	<p>Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>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.</p>



(OFFICIAL USE)
(OFFICIAL USE ONLY)
OFFICE OF THE
SECRETARY
DEPARTMENT OF TELECOMMUNICATIONS
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

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)
(RAHUL YADAV)
ADG (CS-I)
Ph. No. 23036489
Director General
of State Airtel, Dept. of Telecom
Govt. of India, Secy. of DoT
New Delhi, India

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-1

Dated: 08.10.2021

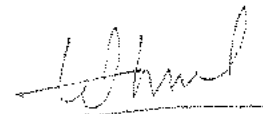
To

All the PMRTS Licensees (other than UL)

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

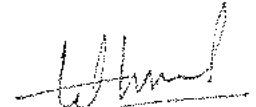
As per the **Condition 4.1** of schedule-II: Terms and Conditions, of License Agreement for Public Mobile Radio Trunking Service(PMRTS), the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, if in the opinion of the LICENSOR it is necessary or expedient to do 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 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>



(Signature)
 (Full Name)
 Director, PMRTS
 Dept. of Telecommunications
 Sanchar Bhawan, New Delhi

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-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.

Copy to:
Rahul Yadav
ADG (CS-I)
Section: CS, DoT, New Delhi
Phone: 23036489

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

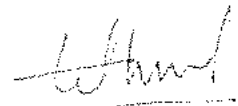
To

All Licensees of Voice Mail/ Audiotex/ UMS

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

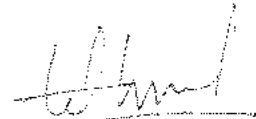
As per the **Condition 5.1** of schedule-II: Part I, General Conditions of License Agreement for Voice Mail/ Audiotex/ Unified Messaging Service (UMS), the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENCE, if in the opinion of the LICENSOR it is necessary or expedient 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 covert 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>



(TYPE NAME)
 (PRINT ADDRESS)
 Addl. Director General
 Sanchar Bhawan, New Delhi
 Deptt. of Telecom. Govt. of India

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)
Asst. Director, Central
Director (CS), DoT
Ministry of Telecom, Govt. of India
New Delhi, India

Chapter – 5

Customer Application Form (CAF) Reforms

**Government of India
Ministry of Communications
Department of Telecommunications
Access Services Cell**

Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110 001

File No: 800-21/2015-AS.II-Part(2)

Dated: 11.10.2021


To,

All Unified Licensees (Access Service) Authorisations/ Unified Access Services Licensees (UASL)

Subject: Guidelines for Telecom Service Providers (TSPs) for digitization of Paper CAFs (including associated documents)

In accordance with the recent Union Cabinet approval, the requirement of storage of paper Customer Application Forms (CAFs) has been discontinued. The Licensees may replace the paper based CAFs with digitally signed scanned copies.

2. The guidelines for replacing and storing the paper CAFs is attached as Annexure to this letter.
3. This is being issued with the approval of the competent authority.


(Suresh Kumar)
ADG (AS-II)
11.10.2021

Copy to:

1. DG(T), DoT HQ.
2. JS(CIS), MHA
3. COAI, New Delhi

Annexure

Guidelines for Telecom Service Providers (TSPs) for digitization of Paper CAFs (including associated documents)

1. Telecom Service Providers (TSPs) are permitted to store the digitally scanned colored copies of the Paper-based CAF documents*.
2. Digitally scanned copies of the CAF documents must be maintained for all the active customers. In case of migrated/disconnected subscribers, digitally scanned copies of CAF documents shall be retained for a period of three years from the date of migration/disconnection.
3. All the necessary precautions will be taken by the TSPs while digitizing the paper CAF documents. The scanned copy should be clearly readable/legible and the subscribers should be identifiable from the scanned photograph.
4. The authorized representative of the TSP, after due reconciliation, will affix his/her digital signature on the scanned copy of CAF documents.
5. Paper CAF documents can be destroyed after digitization unless directed otherwise by the Licensor/ Law Enforcement Agencies/ Courts.
6. The current provision of storing Paper CAF documents in warehouses of TSPs is dispensed with. Further, the warehouse audit of Paper CAF documents is not required.
7. In case the CAF documents are not legible/readable due to long storage period, the TSPs will have the option of reverification of subscribers through any of the existing KYC processes and store the fresh CAF documents in digital form.
8. TSPs shall present the copy of the digital CAF documents whenever required by the Licensor/Law Enforcement Agencies/Courts.

***CAF documents mean Customer Application Form (CAF) along with Proof of Identity and Address documents.**

****Migrated means customers who have ported to the other TSP using Mobile Number Portability.**

Jurrah Kumar

Chapter – 6

Spectrum related Reforms

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. L-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	



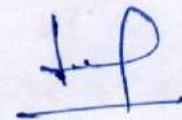
	with date of expiry of right to use of spectrum	
11.	Amount of spectrum obtained by Licensee 1 through auction year wise along with date of expiry of right to use of spectrum	
12.	Amount of spectrum obtained by Licensee 2 through auction year wise along with date of expiry of right to use of spectrum	
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



Chapter – 7
SACFA Clearance Simplification

Government of India
Ministry of Communications
Department of Telecommunications
Wireless Planning & Coordination Wing
(SACFA Secretariat)

618, Sanchar Bhavan,
20- Ashoka Road, New Delhi-110001

Date: 06.10.2021

No.: K-19013/13/2005-CFA

OFFICE MEMORANDUM

Subject: Simplification of SACFA clearance process for installing towers.

In pursuance to Cabinet Decision, the SACFA clearances process for installing towers shall be through self-declaration / automated time bound approvals on SaralSanchar Portal of DoT. The procedure will be as below:

- (i) Applicant will file SACFA cases indicating technical parameters like Frequency, Radiated Power, Emission, Bandwidth, Antenna Parameters etc. on SaralSanchar Portal of DoT.
- (ii) Applicant have to upload Frequency earmarking/ assignment letter, challan copy (it will not be required after integration of Bharatkosh), any other document (if required). The self-declaration/undertaking, as per Annexure-I, shall be integral part of the application
- (iii) The payment will be made only through integrated Bharatkosh portal as soon as payment gateway is integrated with SaralSanchar.
- (iv) System will clear cases automatically and applicants can download system generated SACFA clearance from SaralSanchar Portal of DoT.
- (v) Cases not meeting auto-settled criteria of AAI/JCES, will be processed by Members through their integrated systems and will be cleared/rejected the cases within 30 days.
- (vi) Upon clearance, applicants can download system generated SACFA clearance from SaralSanchar Portal of DoT.

2. In case of material deviation in the actually installed tower vis-à-vis approved parameters, remedial action may be ordered by the WPC HQ. This order will also apply to all cases pending as on the date of issue of this order.


(L. D. Meghwal)

Sr. Deputy Wireless Advisor to the Government of India
Ph. 011 2303 6508

To,

All concerned.

Declaration/Undertaking by Applicants

I,(name designation of authorised signatory) on behalf of..... (name of applicant) hereby declare that;

- a) the technical parameters of wireless stations and antenna as well as the tower are correct to the best of my knowledge;
- b) the frequencies, radiated power, emission/BW indicated herein have been assigned in the applied LSA/locations to us and the assignment as well as Service License, as applicable, are valid as on date;
- c) all the prescribed instructions/orders issued on re-assignment of spectrum resources like Access spectrum, MW Access, MW Backbone, etc. from WPC Wing/DoT from time-to-time, have been fulfilled and complied with.

I,(name designation of authorised signatory) on behalf of..... (name of applicant) hereby undertake that;

- a) in case of any violation of the above declaration, the penal actions as imposed by WPC Wing/DoT from time-to-time will be complied with; and
- b) in case revocation of SACFA clearance issued based on wrong declaration or otherwise, the desired remedial action will be taken within the time as prescribed by SACFA Committee. Failing which, the penal actions as imposed by WPC Wing/DoT from time-to-time will be complied with.

(Name of authorised signatory)-----

Designation-----

Office stamp-----

Place:-----

Date:-----

h/c
06/10/2021

Chapter – 8

Addressing Liquidity requirements of TSPs

F.No.3/2/2021-PPU
Govt. of India
Ministry of Finance
Department of Economic Affairs
(IPP Division)
North Block, New Delhi
Dated: 13th October, 2021

OFFICE MEMORANDUM

Subject: REFORMS AND SUPPORT PACKAGE FOR TELECOM SECTOR-Reg

The undersigned is directed to refer to O.M. no. 31(01)/PFC-II/2021 dated 5/10/2021 from Department of Expenditure, on the above cited subject and issue the following guidelines for implementation, pursuant to the decisions of the Cabinet.

**Guidelines on Payment of Interest Amount on Account of Protection of NPV on
Deferred Spectrum Auction dues and AGR-related dues**

I. Background

In the backdrop of the performance of the Telecom Sector in meeting COVID-19 challenges, with huge surge in data consumption, online education, work from home, interpersonal connect through social media, virtual meetings etc., the Government had announced several reform measures to boost the proliferation and penetration of broadband and telecom connectivity.

To provide relief, in public interest, by easing liquidity and cash flow to the Telecom Service Providers (TSPs) and help various banks having substantial exposure to the Telecom sector, the following measures were announced

- Moratorium/Deferment of four years in annual payments of dues arising out of the AGR judgement, with however, the Net Present Value (NPV) of the due amounts being protected.
- Moratorium/Deferment on due payments of spectrum purchased in past auctions (excluding the auction of 2021) for up to four years with NPV protected at the interest rate stipulated in the respective auctions.
- The TSPs shall be given the option to convert the interest amount, arising out of protection of NPV on account of deferred spectrum and AGR dues, pertaining to the moratorium period, into a loan and issued to the President of India as equity.

II. Procedure for conversion of interest accrued to into a loan and issued to the President of India as equity

The Government has decided that the TSPs shall be provided the opportunity to exercise the option for equity conversion of interest dues upfront. The TSP may choose to pay the interest in cash, along with deferred amount, or by way of equity. The TSPs are hence required to

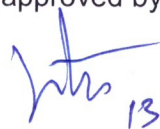


communicate to DoT within the timeframe of 90 days, from date of notification by DoT, election of the option to convert the interest amount, arising out of protection of NPV on account of deferred Spectrum auction and AGR-related dues, pertaining to the moratorium period into equity.

1. If a listed company opts to convert the interest that would accrue on the instalments/ payments during the moratorium period into equity, valuation of the equity shares will be done in the following manner:
 - a. The necessary order for invoking Section 62 (4) of the Companies Act will be issued by the competent department, based on proposal from DoT, directing that the present value of the interest on the deferred AGR-related and Spectrum auction dues during the moratorium period shall be treated as a loan to the Company and then converted from loan to equity shares in the company.
 - b. The equity shares would be issued by the company to the Government on preferential basis.
 - c. The relevant date for pricing of equity or preference shares will be 14.08.2021.
 - d. The price of the equity or preference shares shall be equal to higher of the average of weekly high and low of the volume weighted average price of the equity shares during the last 26 weeks preceding the relevant date or the two weeks preceding the relevant date; subject to the provision under Section 53 of the Companies Act (i.e. shares cannot be less than par value).
2. For unlisted companies, the valuation of shares shall be done by DIPAM following normal accepted principles and by suitably invoking Section 62 (4) of Companies Act as and when required.

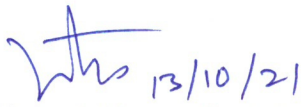
III. **Procedure for approval**

1. The process shall be initiated after receipt by the DoT of the written consent from the TSPs for conversion of interest dues into loan. DoT shall obtain from the TSPs the audited financial statement of the immediately preceding financial year (i.e. 2020-21).
2. For this purpose, the amount of interest dues covered by the moratorium shall be deemed to be a loan, including for the purposes of Section 62 (4) of the Companies Act.
3. Details of interest amount will be furnished by the TSPs and thereafter certified by DoT. The NPV of the interest amount will be calculated by DoT as on the date of exercise of option by the TSPs. This interest amount will continue to be treated as a loan to the Company till the completion of the equity infusion process. DoT will obtain relevant share prices for listed companies from the TSPs along with the proposal.
4. The option of conversion of the interest amount into equity shares shall apply only to those instalments covered by the moratorium and not to subsequent instalments. The conversion of interest dues to equity will be a one-time option to be exercised upfront.
5. The Government at its sole discretion may convert any part of the such loan to preference shares instead of equity shares, and such preference shares may be optionally or compulsorily convertible and/or redeemable and/or participating in nature. The price of any preference shares for the purpose of conversion of the loan shall be equivalent to equity shares.
6. The proposal for listed companies received from DoT in this regard will be processed by DIPAM in consultation with DEA and shall be approved by the Finance Minister.


13/10

7. The proposals received from Unlisted Companies for conversion of interest accrued to equity, if any, shall be examined by a Committee chaired by Finance Secretary and members of the Committee shall be Secretary (DEA), Secretary (Telecommunications), Secretary (DIPAM) and Secretary (Corporate Affairs). The proposals for Unlisted Companies recommended by the committee shall be approved by the Finance Minister.

This issues with the approval of Minister of Finance.


(Mukesh Kumar Gupta)
Director- PPU
Ph: 23094172

To,

Shri K. Rajaraman
Secretary,
Department of Telecom
Sanchar Bhawan,
New Delhi.

Copy to:

1. Dr. T.V. Somanathan, FS & Secretary, Department of Expenditure, North Block, New Delhi – 110 001.
2. Shri Tuhin Kanta Pandey, Secretary, DIPAM, 4th Floor, Block No.14, CGO Complex, Lodhi Road, New Delhi – 110 003.
3. Shri Rajesh Verma, Secretary, M/o Corporate Affairs, Shastri Bhavan, Dr. Rajendra Prasad Marg, New Delhi – 110 001.

Chapter – 9

Adjusted Gross Revenue (AGR) Reforms

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>



	<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"> I. PSTN/PLMN/GMPCS related call charges (Access Charges) actually paid to other eligible/entitled Telecommunication service providers within India; II. Roaming revenues actually passed on to other eligible/entitled telecommunication service providers and; III. 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"> (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 <ol 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> <ol style="list-style-type: none"> a. PSTN/PLMN/GMPCS related call charges (Access Charges) paid to other eligible/entitled Telecommunication service providers within India; b. Roaming revenues passed on to other eligible/entitled telecommunication service providers and; c. 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

<p>3. Financial Conditions:</p> <p>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.</p> <p>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:</p> <p>(i) Goods and Service Tax (GST) actually paid to the Government if gross revenue had included as component of GST.</p> <p>(ii) Roaming revenue actually passed on to other eligible/entitled telecom service provider.</p>	<p>3. Financial Conditions:</p> <p>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.</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> <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</p>
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		<p>excluded from the Applicable Gross Revenue (ApGR):</p> <ol 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; b. Roaming revenue passed on to other eligible/entitled telecom service provider, and; c. Goods and Service Tax (GST) paid to the Government if Applicable Gross Revenue (ApGR) had included as component of GST.
<p>4.</p>	<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"> (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 <ol style="list-style-type: none"> a. Income from Dividend

		<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>

	<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>

<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> <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. PSTN/PLMN/GMPCS related call charges (Access Charges) paid to other eligible/entitled telecommunication service providers within India;</p> <p>b. Roaming revenues passed on to other telecom service providers, and;</p>
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		<p>c. Goods and Service Tax (GST) paid to the Government, if the Applicable Gross Revenue (ApGR) had included as component of GST.</p>
7.	<p>PART-II, CHAPTER-XIII, 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, 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; 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>

	<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> <ol 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> <ol 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 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.
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>


<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> <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>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> <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</p>
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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) 25.10.21
Director (AS-I)

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

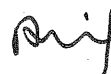
Copy to:

- (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.

Annexure-VIII to Unified 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 the profit and loss statement of Licensee could arise from</p>



		<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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ACCESS SERVICE AUTHORIZATION

APPENDIX-II to ANNEXURE-A

Format of Statement of Revenue and License Fee

_____ (Name and address of operator)

Access Services 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 wire-line subscribers:			
i.	Rentals			
ii.	Call revenue within service area			
iii.	National LONG DISTANCE CALL revenue			
iv.	International LONG DISTANCE CALL revenue			
v.	Pass thru revenue for usage of other networks (give OPERATOR-wise details)			
vi.	Goods and Service Tax (GST)			
vii.	Service charges			
viii.	Charges on account of any other value added services, Supplementary Services etc.			
ix.	Any other income / miscellaneous receipt from wireline subscribers.			
B	Revenue from WLL subscribers : (Fixed)			
i.	Rentals			
ii.	Call revenue within service area			
iii.	National LONG DISTANCE CALL revenue			
iv.	International LONG DISTANCE CALL revenue			
v.	Pass thru revenue for usage of other networks (give OPERATOR-wise details)			
vi.	Goods and Service Tax (GST)			
vii.	Service charges			
viii.	Charges on account of any other value added services, Supplementary Services etc.			

ix.	Any other income / miscellaneous receipt from WLL subscribers.			
C	Revenue from WLL subscribers : (handheld)			
i.	Rentals			
ii.	Call revenue within service area			
iii.	National LONG DISTANCE CALL revenue			
iv.	International LONG DISTANCE CALL revenue			
v.	Pass thru revenue for usage of other networks (give OPERATOR-wise details)			
vi.	Goods and Service Tax (GST)			
vii.	Service charges			
viii.	Charges on account of any other value added services, Supplementary Services etc.			
ix.	Any other income / miscellaneous receipt from WLL subscribers.			
D	Revenue from Mobile Services:			
D (a)	Revenue from GSM and 3G spectrum based Mobile Services:			
D(a) 1.	Post paid options:			
i.	Rentals			
ii.	Activation Charges			
iii.	Airtime Revenue			
iv.	Pass through charges (provide operator-wise details)			
v.	Goods and Service Tax (GST)			
vi.	Roaming charges			
vii.	Service charges			
viii.	Charges on account of any other value added services. Supplementary Services etc.			
ix.	Any other income/ miscellaneous receipt from post paid options.			
D(a) 2.	Pre-paid options:			
i.	Sale of pre-paid SIM cards including full value of all components charged therein.			
ii.	<u>Activation Charges</u>			
iii.	<u>Airtime Revenue</u>			

iv.	<u>Pass through charges (provide operator-wise details)</u>			
v.	<u>Goods and Service Tax (GST)</u>			
vi.	<u>Roaming charges</u>			
vii.	<u>Service charges</u>			
viii.	<u>Charges on account of any other value added services. Supplementary Services etc.</u>			
ix.	Any other income/miscellaneous receipt from pre-paid options.			
D(a) 3.	Revenue from Mobile Community phone service including full value of all components charged therein.			
i.	Any other income/miscellaneous receipt from Mobile Community phone service.			
ii.	Any other income/miscellaneous receipt from Mobile Community phone service.			
D (b)	Revenue from CDMA based Mobile Services:			
D(b) 1.	Post paid options:			
i.	Rentals			
ii.	Activation Charges			
iii.	Airtime Revenue			
iv.	Pass through charges (provide operator-wise details)			
v.	Goods and Service Tax (GST)			
vi.	Roaming charges			
vii.	Service charges			
viii.	Charges on account of any other value added services. Supplementary Services etc.			
ix.	Any other income/miscellaneous receipt from post paid options.			
D(b) 2.	Pre-paid options:			
i.	Sale of pre-paid SIM cards including full value of all components charged therein.			
ii.	<u>Activation Charges</u>			
iii.	<u>Airtime Revenue</u>			
iv.	<u>Pass through charges (provide operator-wise details)</u>			
v.	<u>Goods and Service Tax (GST)</u>			
vi.	<u>Roaming charges</u>			

vii.	<u>Service charges</u>			
viii.	<u>Charges on account of any other value added services. Supplementary Services etc.</u>			
ix.	Any other income/miscellaneous receipt from pre-paid options.			
D(b) 3.	Revenue from Mobile Community phone service including full value of all components charged therein.			
i.				
ii.	Any other income/miscellaneous receipt from Mobile Community phone service.			
D (c)	Revenue from BWA Services:			
D(c) 1.	Post paid options:			
i.	Rentals			
ii.	Activation Charges			
iii.	Airtime Revenue			
iv.	Pass through charges (provide operator-wise details)			
v.	Goods and Service Tax (GST)			
vi.	Roaming charges			
vii.	Service charges			
viii.	Charges on account of any other value added services. Supplementary Services etc.			
ix.	Any other income/miscellaneous receipt from post paid options.			
D(c) 2.	Pre-paid options:			
i.	Sale of pre-paid SIM cards including full value of all components charged therein.			
ii.	<u>Activation Charges</u>			
iii.	<u>Airtime Revenue</u>			
iv.	<u>Pass through charges (provide operator-wise details)</u>			
v.	<u>Goods and Service Tax (GST)</u>			
vi.	<u>Roaming charges</u>			
vii.	<u>Service charges</u>			
viii.	<u>Charges on account of any other value added services. Supplementary Services etc.</u>			
ix.	Any other income/miscellaneous receipt from pre-			

	paid options.			
D(c) 3.	Revenue from Mobile Community phone service including full value of all components charged therein.			
i.				
ii.	Any other income/miscellaneous receipt from Mobile Community phone service.			
E	Revenue from Voice Mail /any other value added service			
2	Income from trading activity			
i.	Sale of handsets <u>{Excluding Goods and Service Tax (GST)}</u>			
ii.	Sale of accessories etc. <u>{Excluding Goods and Service Tax (GST)}</u>			
iii.	Any other income/miscellaneous receipt from trading activity. <u>{Excluding Goods and Service Tax (GST)}</u>			
iv.	<u>Goods and Service Tax (GST)</u>			
3	Revenue from roaming.			
i.	Roaming facility revenue from own subscribers.			
ii.	Roaming revenue from own subscriber visiting other networks including STD/ISD/pass thru charges for transmission of incoming call during roaming.			
iii.	Roaming Commission earned.			
iv.	Roaming revenue on account of visiting subscribers from other networks (provide operator-wise details).			
v.	Goods and Service Tax (GST) if not included above.			
vi.	Any other income/miscellaneous receipt from roaming.			
4	Income from investments			
i.	Interest income			
ii.	Dividend income			
iii.	Any other miscellaneous receipt from investments.			

5.	Non-refundable deposits from subscribers			
6.	Revenue from franchisees /resellers including all commissions and discounts etc. excluding the revenues already included in IA&IB			
7.	Revenue from sharing/ leasing of infrastructure			
8.	Revenue from sale/ lease of bandwidth, links, R&G cases, turnkey projects etc.			
9.	Revenue from other Operators on account of pass through call charges (provide operator-wise details).			
10.	Revenue from other Operators on account of provisioning of interconnection (provide operator-wise details)			
11.	Revenue from Operations/Activities other than Telecom Operations/ Activities as well as revenue from activities under a license from Ministry of Information and Broadcasting			
12.	Miscellaneous revenue			
AA	GROSS REVENUE OF THE Licensee COMPANY: (Add 1-12)			
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/PLMN/GMPCS related call charges (Access Charges) paid to other eligible/entitled Telecommunication service providers within India			
2	Roaming revenues passed on to other eligible/entitled telecommunication service providers and			
3	Goods and Service Tax (GST) paid to the Government.			
DD	TOTAL DEDUCTIBLE REVENUE (1+2+3)			
EE	ADJUSTED GROSS REVENUE (CC-DD)			
	REVENUE SHARE @ ----- OF ADJUSTED GROSS REVENUE			

INTERNET SERVICE AUTHORIZATION

APPENDIX-II TO ANNEXURE-A

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.	Goods and Service Tax (GST)			
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.	Goods and Service Tax (GST)			

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 Goods and Service Tax (GST))			
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.			
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.	Goods and Service Tax (GST) 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.	Revenue from Operations/Activities other than Telecom Operations/Activities as well as revenue from activities under a license from Ministry of Information and Broadcasting			
12.	Miscellaneous Revenue			
AA	GROSS REVENUE OF THE Licensee COMPANY :(Add 1-12)			
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			
vi.	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)			
2.	Roaming revenue passed on to other eligible/entitled telecom service provider.			
3.	Goods and Service Tax (GST) paid to the Government			
DD	TOTAL DEDUCTIBLE REVENUE (1+2+3)			
EE	ADJUSTED GROSS REVENUE (CC-DD)			
	REVENUE SHARE @ ----- OF ADJUSTED GROSS REVENUE			

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			

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		

GMPCS AUTHORIZATION

APPENDIX-II TO ANNEXURE-A

Format of Statement of Revenue and License Fee

_____ (Name and address of operator)

Global Mobile Personnel Communication by Satellite Service License No.....

Statement of Revenue and License Fee for the Quarter

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

(AMOUNT IN RUPEES)

S.N.	PARTICULARS	ACTUALS OF THE PREVIOUS QUARTER	FIGURES FOR THE CURRENT QUARTER	CUMULATIVE FIGURES UP TO THE PREVIOUS QUARTER
1.	Revenue from Services:			
A.	Post paid options:			
i.	Rentals			
ii	Activation Charges			
iii.	Airtime Revenue			
iv.	Pass through charges			
v.	Goods and Service Tax (GST)			
vi.	Roaming charges			
vii	Service charges			
viii.	Charges on account of any other value added services. Supplementary Services etc.			
ix.	Any other income/ miscellaneous receipt from post paid options.			
B.	Pre-paid options:			
i.	Sale of pre-paid sim cards including full value of all components charged therein.			
ii.	Any other income/ miscellaneous receipt from pre-paid options.			
C. i.	Revenue from Mobile Community phone service including full value of all components charged therein.			
ii.	Any other income/ miscellaneous receipt from Mobile Community phone 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 etc.			

iii.	Any other income/miscellaneous receipt from trading activity.			
3.	Revenue from roaming.			
i.	Roaming facility revenue from own subscribers.			
ii.	Roaming revenue from own subscriber visiting other networks including STD/ISD/pass through charges for transmission of incoming call during roaming.			
iii.	Roaming Commission earned.			
iv.	Roaming revenue on account of visiting subscribers from other networks.			
v.	Goods and Service Tax (GST) if not included above.			
vi.	Any other income/miscellaneous receipt from roaming.			
4.	Income from investments.			
i.	Interest income			
ii.	Dividend income			
iii.	Any other miscellaneous receipt from investments.			
5.	Non-refundable deposits from subscribers.			
6.	Revenue from franchisees / resellers, excluding revenues already included in 1A&1B			
7.	Revenue from sharing/leasing of infrastructure			
8.	Revenue from other operators from sale of bandwidth			
9.	Revenue from other operators on account of pass thru call charges.			
10.	Revenue from other operators on account of provisioning of interconnection.			
11.	Revenue from Operations/Activities other than Telecom Operations/ Activities as well as revenue from activities under a license from Ministry of Information and Broadcasting			

12.	Miscellaneous revenue.			
AA	GROSS REVENUE OF THE LICENSEE COMPANY: (Add 1-12)			
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 passed on to basic, cellular and long distance service provider(s) (operator-wise)			
2.	Roaming revenues passed on to CMSPs and other GMPCS service providers. (operator-wise)			
3.	Goods and Service Tax (GST) paid to the Government.			
DD	TOTAL DEDUCTIBLE REVENUE (1+2+3)			
EE	ADJUSTED GROSS REVENUE (CC-DD)			
	REVENUE SHARE @ ----- -- OF ADJUSTED GROSS REVENUE			

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			

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 ADJUSTED GROSS REVENUE			

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 ADJUTED GROSS REVENUE			
