

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
SANCHAR BHAWAN, 20, ASHOKA ROAD,
NEW DELHI-110 001, INDIA.

LICENSE AGREEMENT

FOR

UNIFIED LICENSE

NO. _____ DATED _____

TOTAL PAGES _____

LICENSE AGREEMENT

FOR

UNIFIED LICENSE

This Agreement is made on the _____ day of _____ (month), _____ (year) between the President of India acting through _____ (Name & Designation of the Officer), Department of Telecommunications (DoT), Sanchar Bhawan, 20, Ashoka Road, New Delhi – 110 001 (Hereinafter called the Licensor) of the FIRST PARTY.

AND

M/s _____, a company registered under the Companies Act 1956, having its registered office at _____ acting through Shri. _____, the authorized signatory (hereinafter called the Licensee which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY.

WHEREAS by virtue of the provisions of Section 4 of the Indian Telegraph Act, 1885, the Licensor enjoys exclusive privilege to grant License for telecom services and the Licensee has requested the Licensor for grant of Unified License with authorization for providing services under Chapter ..., ... and , Part-II of the Schedule of the Unified License in the service areas as mentioned in the Table below. Whereupon and in pursuance to the said request, the Licensor has agreed to grant Unified License with authorization for provision of services as per terms and conditions described in the Schedule to the Unified License Agreement, Part-I and Chapters....., ..., ... and of Part-II for services and service areas as detailed below:

Sl. No.	Service	Service Area	Chapter of the PART-II of Schedule

Whereas, Table shown hereinabove is subject to amendment for addition/deletion of services and service areas in the event of grant of any further service authorization or revocation / surrender / termination of any of the service authorized under the license, in accordance with the terms and conditions contained in the schedule to the License.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the payment of Entry Fee, License Fee and due performance of all the terms and conditions mentioned in the above stated Parts and Chapters of this Unified License on the part of the Licensee, the Licensor does, hereby grant under Section 4 of the Indian Telegraph Act, 1885 on a non-exclusive basis, this License to set up and operate the Service(s) in the service areas detailed and described above.

2. This License shall be valid for a period of 20 years from the effective date of this License unless revoked earlier for reasons as specified elsewhere in the document. Validity period for service(s) authorized under any Chapter of Part-II of this Unified

License, at a later date, shall be co-terminus with the validity period of this Unified License.

3. The Licensee hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in this License Agreement and without any deviation or reservations of any kind.

4. Effective Date of this License shall be

5. This Unified License has been granted on non-exclusive basis and additional Licenses may be issued in any Service Area from time to time in future without any restriction on number of Licensees with same or different entry conditions.

6. The License shall be governed by the provision of Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1933 and Telecom Regulatory Authority of India Act, 1997 and Information Technology Act, 2000, as modified or replaced from time to time or any other relevant Act.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the _____(day) _____(month), _____(year).

Signed for and on behalf of
President of India

Signed on
Behalf of
M/s. _____

By

By

(Name and Designation),
DOT, New Delhi

(Name and Designation),
authorized signatory and holder of
General Power of Attorney dated
_____, executed in
accordance with the Resolution No.
_____, dated
_____ passed by the Board
of Directors. (Company Seal)

In the presence of:
Witnesses:

1. Signature

Name

Occupation.

Address

Place.

2. Signature

Name

Occupation.

Address

Place.

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**SCHEDULE
TO
THE UNIFIED LICENSE AGREEMENT
TERMS AND CONDITIONS**

PART- I

[Terms and conditions contained in PART-I shall be applicable for all services provided under this License, unless specified otherwise in the service specific Chapters in PART-II.]

CHAPTER-I

GENERAL CONDITIONS

1. Ownership of the Licensee Company:

1.1 The Licensee shall ensure that the total foreign equity in the paid up capital of the Licensee Company does not, at any time during the entire License period, exceed 74% of the total equity (except for services for which different FDI cap has been prescribed) subject to the following FDI (Foreign Direct Investment) norms:

(i) Both direct and indirect foreign investment in the Licensee Company shall be counted for the purpose of FDI ceiling. Foreign Investment shall include investment by Foreign Institutional Investors (FIIs), Non-resident Indians (NRIs), Foreign Currency Convertible Bonds (FCCBs), American Depository Receipts (ADRs), Global Depository Receipts (GDRs) and convertible preference shares held by foreign entity. In any case, the 'Indian' shareholding shall not be less than 26 percent.

(ii) FDI up to 49 percent will be through automatic route. FDI in the Licensee Company / Indian promoters / investment companies including their holding companies shall require prior approval of the Foreign Investment Promotion Board (FIPB) if it has a bearing on the overall ceiling of 74 percent.

(iii) FDI shall be subject to laws of India and not the laws of the foreign country/countries. The Licensee shall comply with the relevant provisions of FDI policy of the Government and such modifications to the policy as may be issued from time to time.

(iv) The words, mentioned hereinabove in Para 1.1, such as FDI, foreign equity, investment companies, FIPB etc. shall have the same meaning as defined by Department of Investment & Industrial Policy (DIPP) in its FDI Policy.

1.2 The Licensee shall declare the Indian & Foreign equity structure (both direct and in-direct) in the Licensee company and submit a compliance report regarding compliance of FDI norms and security conditions on 1st day of January and 1st day of July of every year to the Licensor in Proforma as may be prescribed from time to time. This is to be certified by Company Secretary or Statutory Auditor, countersigned by duly authorized Director of the Licensee Company.

1.3 The Licensee shall also ensure that:

(i) Any changes in shareholding shall be subject to all applicable statutory permissions under Laws of India.

(ii) The Licensee Company shall not hold any other license for the services covered under the scope of Unified License. In case the Licensee obtains any other License by way of acquisition or merger, the License so obtained shall have to be migrated and merged to the aforesaid Unified License as per prescribed procedure.

(iii) In case the Licensee Company holds/obtains Access Spectrum, the Licensee Company shall ensure compliance to the crossholding /substantial equity requirement as per terms and conditions prescribed in Chapter VII of the License.

1.4 Change in the name of the Licensee Company, as per the provisions of the Indian Companies Act, 1956, shall have to be intimated to the Licensor in writing along with certified copy of the name change certificate within 30 days from the date of issue of such certificate by Registrar of Companies.

1.5 The Licensee shall have a minimum paid up equity capital equal to the sum of the Paid up Equity Capital required for each Service opted by the Licensee as per **Annexure-II**. The requirement under this license for the total minimum paid up equity capital shall be limited to Rs. 25 Crore (Rupees Twenty five crore only).

1.6 (i) The Licensee shall have a minimum Networth equal to the sum of the networth required for each Service opted by the Licensee as per Annexure-II. The requirement under this license for the combined minimum Networth shall be limited to Rs. 25 Crore (Rupees Twenty five crore only). The networth shall mean the sum total, in Indian Rupees, of paid up equity capital and free reserves & surplus net of accumulated losses. The networth of promoters/equity share holders shall not be counted for determining the networth of the company.

1.6 (ii) The Licensee shall declare Paid up Capital and submit a compliance report on 1st day of January and 1st day of July of every year to the Licensor in Proforma as may be prescribed from time to time. This is to be certified by Company Secretary or Statutory Auditor, countersigned by duly authorized Director of the Licensee Company.

1.7 The Licensee shall maintain the required minimum paid up equity as per Annexure-II during the currency of license.

1.8 The Licensee shall provide only those services for which authorization has been granted in the License Agreement even if total amount of Entry Fee paid equals the maximum limit and combined minimum requirement of Networth and Paid up Equity Capital for all services are met.

1.9 At the time of obtaining any additional service authorization during the currency of the License, all the eligibility requirements will have to be met by the Licensee.

2. Scope of License:

2.1 This License is granted to provide Service(s) as authorized in the License Agreement and as per the scope defined in relevant chapter(s) of this License Agreement, on a non-exclusive basis in the Service Area as applicable. Services can be provided by Licensee on National Level, Telecom Circle/Metro Area Level and Secondary Switching Area (SSA) Level as specified in **Annexure-II**. 22 Service Areas (Telecom Circle/Metro Areas) are defined in **Annexure-V**. Administration of authorized services shall be at the respective service area level for all purposes. Secondary Switching Areas are defined in **Annexure-VII**

Provided further that the Licensor, of its own or through a Designated Entity shall always have the right to operate the Service anywhere in India including the licensed area for which this License is granted. The Licensor reserves the right to add additional chapters to introduce new services

Names of various service areas and the geographical areas covered under them are enclosed as **Annexure-V**.

2.2(i) The Licensee may establish, operate and maintain Telecommunication Networks and telecommunication services using any technology as per prescribed standards in the service area as per scope of services authorized under this License. In case, the Licensee obtains Access Spectrum, the terms and conditions of the allotment of spectrum regarding use of technology shall be applicable.

(ii) For providing the Service the Licensee shall utilize any type of equipment and product that meet TEC standards, wherever made mandatory by the Licensor from time to time. In the absence of mandatory TEC standard, the Licensee may utilize only those equipment and products which meet the relevant standards set by International standardization bodies, such as, ITU, ETSI, IEEE, ISO, IEC etc.,; or set by International Fora, such as 3GPP, 3GPP-2, IETF, MEF, WiMAX, Wi-Fi, IPTV, IPv6, etc. as recognized by TEC and subject to modifications/adaptation, if any, as may be prescribed by TEC/Licensor from time to time.

(iii) The Licensee shall not provide any service / services which require a separate authorization/license unless specifically provided for in the chapters for services authorized in this License Agreement.

(iv) The Licensee shall not provide broadcasting services under this License, for which a separate License / registration is required as per Cable TV Networks (Regulation) Act 1995 and guidelines for DTH License or any other broadcasting service issued by Ministry of Information and Broadcasting. However, provision of IPTV is permitted under the service authorization of Access Service/Internet Service.

(v) It is obligatory upon the Licensee to provide the services by establishing a state-of-the-art digital network.

2.3 The mode of ownership of subscribers' terminal equipment will be at the option of the subscriber.

2.4 Licensee shall make its own arrangements for all infrastructure involved in providing the service and shall be solely responsible for the installation, networking, operation and commissioning of necessary infrastructure, equipment and systems, treatment of subscriber complaints, issue of bills to its subscribers, collection of revenue, attending to claims and damages arising out of its operations etc. However, the Licensee may share the infrastructure as permitted under the scope of respective service authorization in PART-II of the Schedule to the License Agreement or as per the directions/instructions issued by the Licensor from time to time.

3. Duration of License:

3.1 This License shall be valid for a period of 20 years from the effective date of this License unless revoked earlier for reasons as specified elsewhere in the document. Validity period of any authorization of additional service(s) under this license shall be co-terminus with the validity period of this license.

4. Renewal of License:

4.1 The Licensor may renew, if deemed expedient, the period of License by 10 years at one time, upon request of the Licensee, if made during the 19th year of the license period, on the terms specified by the Licensor, subject to extant policy. The decision of the Licensor shall be final and binding in this regard.

4.2 On renewal, the Licensee may be required to pay a renewal fee as may be notified by the Licensor.

5. Modifications in the Terms and Conditions of License:

5.1 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 proper conduct of the Telegraphs. The decision of the Licensor shall be final and binding in this regard.

6. Restrictions on 'Transfer of License':

6.1 The Licensee shall not, without the prior written consent of the Licensor as described below, either directly or indirectly, assign or transfer this License in any manner whatsoever to a third party or enter into any agreement for sub-License and/or partnership relating to any subject matter of the License to any third party either in whole or in part i.e. no sub-leasing/partnership/third party interest shall be created. For provision of the service by the Licensee, the Licensee may appoint or employ franchisee, agents, distributors and employees.

6.2 The Licensor shall have the right to direct the Licensee to warn, penalize or terminate the services of the franchisee or agent or distributor servant, after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of the Licensor in this regard shall be final and binding and in any case the Licensee shall bear all liabilities in the matter and keep the Licensor indemnified for all claims, cost, charges or damages in this respect.

6.3 Intra service area mergers and acquisitions as well as transfer of licenses shall be subject to the guidelines issued on the subject from time to time by the Licensor.

6.4 Further, the Licensee may transfer or assign the License Agreement with prior written approval of the Licensor, in the following circumstances, and if otherwise, no compromise in competition occurs in the provisions of Telecom Services:-

(i)(a) When transfer or assignment is requested in accordance with the terms and conditions on fulfillment of procedures of Tripartite Agreement if already executed amongst the Licensor, Licensee and Lenders; or

(i)(b) Whenever amalgamation or restructuring i.e. merger or demerger is sanctioned and approved by the High Court or Tribunal as per the law in force; in accordance with the provisions; more particularly Sections 391 to 394 of Companies Act, 1956; provided that scheme of amalgamation or restructuring is formulated in such a manner that it shall be effective only after the written approval of the Licensor for transfer/merger of Licenses, and

(ii) Prior written consent/No Objection of the Licensor has been obtained for transfer or merger of Licenses as per applicable guidelines issued from time to time. Further, the transferee/assignee is fully eligible in accordance with eligibility criteria as applicable for grant of fresh License in that area and show its willingness in writing to comply with the terms and conditions of the License agreement including past and future roll out obligations as well as to comply with guidelines for transfer/merger of Licenses including for charges as applicable; and

(iii) All the past dues are fully paid till the date of transfer/assignment by the Transferor Company and Transferee Company; and thereafter the transferee company undertakes to pay all future dues inclusive of anything remained unpaid of the past period by the outgoing company.

[NOTE: The format of the Tripartite Agreement shall be provided by the Licensor as and when requested by the Licensee and the Tripartite Agreement, if signed, shall become part of this License agreement as annexure.]

7. Provision of Service:

The Licensee shall be responsible for, and is authorized to own, install, test and commission all the Applicable systems for providing the Service authorized under this License agreement. The Licensee shall intimate to the Licensor well in advance before the proposed date of commencement of any service in any Service Area containing the details of network and required facilities for monitoring of the service installed by the Licensee. Any service, permitted under the scope of this License Agreement, shall be commenced by the Licensee only after prior approval of the Licensor. The approval shall normally be granted within 90 days from the date of receipt of such intimation provided that the Applicable System/Service is broadly compliant to the scope of the License and requisite monitoring facilities are successfully demonstrated by the Licensee.

8. Delivery of Service (Service to subscriber):

The Licensee shall intimate the Licensor and TRAI of Commencement of Service within 15 days of such commencement.

9. Requirement to furnish information:

9.1 The Licensee shall furnish to the Licensor/TRAI, on demand in the manner and as per specified timelines such documents, accounts, estimates, returns, reports or other information in accordance with the rules/ orders as may be prescribed or as directed from time to time. The Licensee shall also submit information to TRAI as per any order or direction or regulation issued from time to time under the provisions of TRAI Act, 1997 as amended from time to time.

10. Penalty, Suspension, Surrender, Termination/Revocation of License:

10.1 (i) The Licensor may impose a financial penalty not exceeding the amount shown in **Annexure-VI** for each service as per applicable service area per occasion for violation of terms and conditions of license agreement. This penalty is exclusive of Liquidated Damages, if any, as prescribed in this License Agreement.

10.1 (ii) The Licensor reserves the right to suspend the operation of this License/Service Authorization in whole or in part, at any time, 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 Telegraph. License Fee payable to the Licensor will not be required to be paid for the period for which the operation of this License remains suspended in whole. Provided that if situation so warrants, the Licensor may dispense with the issue of notice prior to such suspension. The decision of the Licensor shall be final and binding in this regard.

Provided further that the Licensor shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Provided also that the suspension of the License shall not be a cause or ground for extension of the period of the License and suspension period will be taken as period spent.

10.2 (i) The Licensor may, without prejudice to any other remedy available for the breach of any conditions of License, by a written notice to the Licensee at its registered office, terminate/revoke this License in whole or in part or any of the authorized service(s) under any of the following circumstances :

If the Licensee:

- a) fails to perform any obligation(s) under the License including timely payments of fee and other charges due to the Licensor, including securitization of dues;
- b) fails to rectify, within the time prescribed, any defect/deficiency/correction in service/equipment as may be pointed out by the Licensor/TRAI.
- c) goes into liquidation or ordered to be wound up.
- d) is recommended by TRAI for revocation of License for non-compliance of the terms and conditions of the License.
- e) fails to comply with FDI norms.
- f) has furnished information/ certificates for obtaining the license which is found false at any stage.

For this purpose, the Licensor shall issue a show cause notice of 21 days to the Licensee. If the Licensor decides to revoke the license, the same will be effective from the 61st calendar day from the date of issue of such termination/revocation order. The Licensee shall be required to give a notice of at least 30 Calendar days to its customers within this period of revocation order.

10.2(ii) In case of suspension or termination/revocation of the License / authorized service, the Licensor may also impose a financial penalty not exceeding the amount shown in **Annexure-VI** for each service per service area for violation of terms and conditions of license agreement.

10.3 Licensee may surrender the License or any service authorization under this License, by giving notice of at least 60 Calendar days in advance. In that case it shall also notify all its subscribers by sending a 30 Calendar days notice to each subscriber. The Licensee shall pay all fees payable by it till the date on which the surrender of the License/Service authorization becomes effective. The effective date of such surrender shall be 61st Calendar days counted from the date of receipt of such notice by the Licensor, if it is not rejected by the Licensor within 30 days of date of receipt of the notice.

10.4 The Licensor reserves the right to terminate/revoke/suspend the License or any authorized service under this License, in whole or in part, at any time in the interest of public by giving a notice of 60 Calendar days from the date of issue of such notice. Provided that, in the interest of national security or in the event of national

emergency/war or low intensity conflict or similar type of situations, the Licensor has the right to revoke/suspend the License or any authorized service under this License, in whole or in part, without any notice period.

10.5 The Licensor reserves the right to take over the services, equipment and networks of the Licensee in the interest of national security or in the event of national emergency/war or low intensity conflict or similar type of situations in full or in part in the Service area. Further the Licensor reserves the right to keep any area out of the operation zone of the Service if implications of security so require.

10.6 Breach of non-fulfillment of License conditions may come to the notice of the Licensor through complaints or as a result of the regular monitoring. Wherever considered appropriate Licensor may conduct an inquiry either suo-motu or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the License by the Licensee. The Licensee shall extend all reasonable facilities to conduct inquiry.

10.7 It shall be the responsibility of the Licensee to maintain the Quality of Service, even during the period when the notice for surrender/revocation of License is pending and if the Quality of Service is not maintained, during the said notice period, it shall be liable to pay damages. The quantum of damages and to whom payable shall be determined by the TRAI. Further, it shall also be treated as material breach liable for action under Clause 10.1 and 10.2 of the License. The Licensee shall also be liable to pay the License Fee till the end of the notice period and more specifically till the date on which the surrender/revocation becomes effective.

11. Actions pursuant to Revocation of License:

11.1 If under the License Agreement, material event occurs which entitle the Licensor to revoke the License Agreement, the Licensor shall proceed in accordance with the terms and conditions provided in the Tripartite Agreement read with the License agreement wherever such agreement is executed and signed. In cases where no such Tripartite agreement is signed the action will be taken as per the Condition 11.2 below.

11.2 On revocation or surrender or cancellation of License/Service Authorization(s) due to reasons whatsoever or expiry of the License, the relevant Bank Guarantee(s) shall be released to the Licensee only after ensuring clearance of all dues, which the Licensee is liable to pay to the Licensor. In case of failure of the Licensee to pay the amounts due to the Licensor, the outstanding amounts shall be realized through encashment of the Bank Guarantees without prejudice to any other action(s) for recovery of the amounts due to the Licensor without any further communication to the Licensee.

12. Force- Majeure:

12.1 If at any time, during the continuance of this License, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Licensee), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to revoke this Agreement, nor shall

either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the License shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the Licensor as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and binding.

12.2 However, the Force Majeure events noted above will not in any way cause extension in the period of the License.

12.3 While it will normally not be a ground for non-payment of License Fee, the liability for payment of License fee for such inoperative period(s) due to force majeure clause may, however, be reduced / waived by the Licensor, at its discretion based on circumstances of the EVENT.

13. SET OFF:

13.1 In the event any sum of money or claim becomes recoverable from or payable by Licensee to the Licensor either against this License Agreement or otherwise in any manner, such money or claim can be (without restricting any right of set off for counter claim given or employed by law) deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to the Licensee under this License Agreement or any other agreement or contract between the Licensor and the Licensee.

13.2 The aforesaid sum of money payable to the Licensee Company shall include any security/ bank guarantee which can be converted into money.

13.3 After exercising the right of set off, the Licensor shall inform the Licensee of the action taken.

14. Way Leave:

The Licensee Company shall make its own arrangements for Right of Way (ROW). In exercise of the provisions of the Section 19 B of the Indian Telegraph Act, 1885, the Central Government, vide Notification dated 24.5.1999, has conferred the powers upon the duly authorized Licensee(s), licensed under Section 4 of the said Act, to seek way-leave from any person including public authority, in connection with providing the services, as per details mentioned in the said Notification. However, non-availability of the ROW or delay in getting permission / clearance from any agency shall not be construed or taken as a reason for non-fulfillment of the Roll-out obligations, if any and shall not be taken a valid excuse for not carrying any obligations imposed by the terms of this License or conditions of spectrum allotment.

15. Dispute Settlement:

All disputes relating to this License will be subject to jurisdiction of Telecom Disputes Settlement and Appellate Tribunal (TDSAT) as per provisions of TRAI Act, 1997 as amended from time to time. Dispute in any matter outside the domain of TDSAT will lie in the jurisdiction of competent Courts in NCT of Delhi only.

16. Other Conditions:

16.1 The Licensee shall be bound by the terms and conditions of this License Agreement as well as instructions as are issued by the Licensor and by such

orders/directions/regulations of TRAI as per provisions of the TRAI Act, 1997 as amended from time to time.

16.2 The Licensee shall also be bound by the prevailing instructions / directions / orders issued in respect of a service by the Licensor/ TRAI, if the same service is also being provided by the Licensee to its subscribers.

16.3 The statutory provisions and the rules made under Indian Telegraph Act 1885 or Indian Wireless Telegraphy Act, 1933 or Information Technology Act, 2000 or ,TRAI Act 1997 and the rules and regulations there under shall govern the provision of service under this license agreement. Any order passed under these statutes shall be binding on the licensee.

CHAPTER-II

COMMERCIAL CONDITIONS

17. Tariffs:

17.1 The Licensee will charge the tariffs for the Service as per the Tariff orders / regulations / directions/decisions issued by TRAI from time to time. The Licensee shall also fulfill requirements regarding publication of tariffs, notifications and provision of information as directed by TRAI through its orders / regulations / directions issued from time to time as per the provisions of TRAI Act, 1997 as amended from time to time.

CHAPTER-III

FINANCIAL CONDITIONS

18. FEES PAYABLE:

18.1 Entry Fee:

18.1.1 A one-time non-refundable **Entry Fee** for each authorized Service shall be paid as per Annexure-II. The total amount of Entry fee shall be subject to a maximum of Rs. **15 Crore** (Rupees Fifteen crore only).

18.2 License Fee:

18.2.1 In addition to the Entry Fee, an annual License fee as a percentage of Adjusted Gross Revenue (AGR) shall be paid by the Licensee service-area wise, for each authorized service from the effective date of the respective authorization. The License fee shall be 8% of the AGR, inclusive of USO Levy which is presently 5% of AGR.

Provided that from Second Year of the effective date of respective authorization, the License fee shall be subject to a minimum of 10% of the Entry Fee of the respective authorized service and service area as in Annexure-II.

18.2.2 In case the Licensee obtains access spectrum for operation of any authorized service in a service area, a 'presumptive AGR' for that authorized service and service area shall be arrived at in accordance with the relevant provisions of the Notice Inviting Application (NIA) document of the auction of spectrum or conditions of spectrum allotment/Lol as the case may be. The License Fee based on presumptive AGR shall be applicable from the date of issue of Letter of Intent earmarking such spectrum or the effective date of the license/authorization, whichever is later. The Licensee shall, in such cases, pay the license fee on the presumptive AGR or actual AGR or the minimum license fee referred in condition 18.2.1, whichever is higher.

In case, the Licensee obtains spectrum for any service and service area in different bids, the total presumptive AGR shall be the sum of the presumptive AGRs calculated on the basis of the respective Bid amounts as prescribed in the respective NIA or conditions of spectrum allotment/Lol as the case may be.

Provided that, for the spectrum obtained in the auctions conducted in November 2012 and March 2013, the presumptive AGR, for Access services shall be equal to 5% of sum of the total bid amount by the Licensee for the respective Service Area.

18.2.3 The Licensor reserves the right to modify the above mentioned License fee as percentage of AGR any time during the currency of this agreement.

18.3 Spectrum Related Charges:

In case the Licensee obtains spectrum, the licensee shall pay spectrum related charges, including payment for allotment and use of spectrum, as per provisions specified in the relevant NIA document of the auction of spectrum or conditions of spectrum allotment/Lol/directions/instructions of the Licensor/WPC Wing in this regard. The spectrum related charges shall be payable in addition to the License fee.

18.4 Space Segment Charges:

18.4.1 In case of Satellite based service, the space segment charges will be payable to Department of Space (DoS) as applicable and/or as may be specified from time to time.

18.4.2 The space segment monitoring charges shall be payable to Network Operations Control Centre (NOCC) by Licensee as per the rates decided by the Licensor from time to time.

19. Definition of 'Adjusted Gross Revenue':

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. .

20. Schedule of payment of ANNUAL LICENSE FEE and other dues:

20.1 License Fee shall be payable in four quarterly installments during each financial year (FY) commencing 1st of April.

20.2 The quarter in which the effective date of license/authorization falls, shall end on the usual end date of that quarter for the purpose of license fee. The quarters where the minimum license fee or license fee based on presumptive AGR becomes applicable, and the last quarter of the license period, may not be of full three months, but of part period only.

[Explanation:

- (i) For license/authorization with effective date on 13th July, the quarter will end on 30th September.
- (ii) In such case the minimum license fee would become applicable w.e.f. 13th of July next year and the quarter shall end on the following 30th September.]

20.3 The minimum license fee or the license fee based on presumptive AGR, as may be applicable, as per conditions 18.2.1 and 18.2.2, for the above part-periods, shall be charged on pro-rata basis, based on actual number of days in the part period of the Quarter.

20.4 License Fee shall be payable in four quarterly installments during each financial year (FY). Quarterly installment of license fee for the first three quarters of a financial year shall be paid within 15 days of the completion of the relevant quarter. The AGR based license Fee shall be paid by the Licensee on the basis of revenue on accrual basis for the quarter, duly certified with an affidavit by a representative of the Licensee who is authorized by the Board Resolution coupled with General Power of Attorney. However, for the last quarter of the financial year, the Licensee shall pay the License Fee by 25th March on the basis of expected revenue for the quarter, subject to a minimum payment equal to the revenue share paid for the previous quarter.

20.5 The Licensee shall adjust and pay the difference between the advance payment made and actual amount duly payable for the last quarter of financial year within 15 days of the end of the quarter.

20.6 The quarterly payment shall be made with an affidavit as at **Annexure-A** of the respective Chapter of service authorization together with a STATEMENT OF REVENUE SHARE AND LICENSE FEE separately for each service and service area in the Proforma prescribed at **Appendix-II to Annexure-A** of the respective chapter of the service, showing the computation of revenue and License fee payable. The aforesaid quarterly STATEMENTS of each year shall be required to be audited by the Auditors (hereinafter called Licensee's Auditors) appointed by the Licensee under Section 224 of the Companies' Act, 1956. The report of the Auditor should be in the prescribed form as per **Appendix-I to Annexure-A** of the respective Chapter of service authorization.

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 Prime Lending Rate (PLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees 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.

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 or the License fee based on Presumptive AGR, which shall be submitted by the Licensee, duly certified by the AUDITORS of the Licensee in accordance with the provision of the Companies' Act, 1956.

20.9 A reconciliation between the figures appearing in the quarterly statements submitted in terms of the Condition 20.4 of the License Agreement with those appearing in annual accounts shall be submitted along with a copy of the published annual accounts audit report and duly audited quarterly statements within 7 (seven) Calendar days of the date of signing of the audit report. The annual financial account and the statement as prescribed above shall be prepared following the norms as prescribed in **Annexure-B** of the respective Chapter of service authorizations. The statements and accounts submitted shall be assessed and verified by the Licensor and through its units namely Offices of Controller of Communication Accounts in respective service areas, as may be notified from time to time.

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 20.7, 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**.

20.11 All the charges relating to spectrum shall be payable at such time(s) and in such manner as prescribed from time to time by the Licensor/WPC Wing.

20.12 All sums becoming due and payable as mentioned in this License Agreement shall be paid by the Licensee, service and service area wise, through e-transfers or demand draft or Pay Order payable at New Delhi, drawn on any Scheduled Bank, in favour of the Pay & Accounts Officer (HQ), DOT or at the designated office of the Controller of Communication Accounts in service areas as may be designated by the Licensor from time to time.

20.13 The Licensee shall separately pay the access charges for carriage of calls originating in its network but carried and terminated in the other Telecom Service Providers' networks. The Licensee shall also separately pay charges for network resources obtained by the Licensee from other licensed service providers. This will be governed by mutual agreement and/ or determination of TRAI, if any.

21. BANK GUARANTEES:

21.1 Performance Bank Guarantee:

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 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.

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, 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.

21.3 Initially, the Bank Guarantees (FBG as well as PBG) 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 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 payable by the Licensor on such encashment.

21.4 Where the Bank Guarantees have been encashed partially, the licensee on such occasions, shall restore the encashed guarantees to the full amount. Any failure to do so shall amount to violation of the terms and conditions of the license.

21.5 Without prejudice to its rights of any other remedy, Licensor may encash Bank Guarantee (FBG as well as PBG) in case of any breach in terms & conditions of the License by the Licensee.

22. Preparation of Accounts:

22.1 The Licensee will draw, keep and furnish independent accounts for each service and service area and shall fully comply with any order, direction or regulation as may be issued by TRAI and rules/instructions/directions as are issued by the Licensor from time to time

22.2 The Licensee shall be obliged, in respect of each authorized service and service area separately, to:

a) Compile and maintain accounting records, sufficient to show and explain its transactions in respect of each completed quarter of the License period or of such lesser periods as the Licensor may specify, fairly presenting the costs (including capital costs), revenue and financial position of the Licensee's business under the License including a reasonable assessment of the assets employed in and the liabilities attributable to the Licensee's business, as well as, for the quantification of Revenue or any other purpose.

(b) Procure in respect of each of those accounting statements prepared in respect of a completed financial year, a report by the Licensee's Auditor in the format prescribed by the Licensor, stating inter-alia whether in his opinion the statement is adequate for the purpose of this condition and thereafter deliver to the Licensor a copy of each of the accounting statements not later than three months at the end of the accounting period to which they relate.

c) Send to the Licensor a certified statement sworn on an affidavit, by authorized representative of the company, containing full account of Revenue as defined in condition 19 for each quarter separately along with the payment for the quarter.

d) Furnish to the Licensor full detail of inter-operator settlement of accounts eg. pass through charges, usage of network and facilities, domestic and international roaming including details of the settlement regime through accounting rate or any other mechanism, etc. All bilateral settlements including those between the ILD service provider and other foreign partners (carriers) shall be through normal banking channel in a transparent manner.

22.3 (a) The Licensor or the TRAI, as the case may be, shall have a right to call for and the Licensee shall be obliged to supply and provide for examination any books of accounts that the Licensee may maintain in respect of the business carried on to provide the service(s) under this License at any time without recording any reasons thereof.

22.3 (b) Licensee shall invariably preserve all billing and all other accounting records (electronic as well as hard copy) for a period of three years from the date of publishing of duly audited & approved Accounts of the company and any dereliction thereof shall be treated as a material breach independent of any other breach, sufficient to give a cause for cancellation of the License.

22.4 The records of the Licensee will be subject to such scrutiny as may be prescribed by the Licensor so as to facilitate independent verification of the amount due to the Licensor as its share of the revenue.

22.5 The Licensor may, on forming an opinion that the statements or accounts submitted are inaccurate or misleading, order Audit of the accounts of the Licensee by appointing Auditor at the cost of the Licensee and such auditor(s) shall have the same powers which the statutory auditors of the company enjoy under Section 227 of the Companies Act, 1956. The remuneration of the Auditors, as fixed by the Licensor, shall be borne by the Licensee.

22.6 The Licensor may also get conducted a 'Special Audit' of the Licensee company's accounts/records by "Special Auditors", the payment for which at a rate as fixed by the Licensor, shall be borne by the Licensee. This will be in the nature of auditing the audit described in **para 22.5** above. The Special Auditors shall also be provided the same facility and have the same powers as of the companies' auditors as envisaged in the Companies Act, 1956.

22.7 The Licensee shall be liable to prepare and furnish the company's annual financial accounts according to the accounting norms and principles prescribed and the directions given by the Licensor or the TRAI, as the case may be, from time to time.

22.8 The Licensor, to ensure proper and correct assessment, verification and settlement of revenue share paid, can, if deemed necessary, add, modify, alter, substitute and amend whatever stated in this Chapter, namely Chapter-III of this license. The licensee shall comply with the instructions/directions issued in this regard from time to time.

CHAPTER-IV

TECHNICAL CONDITIONS

23. TECHNICAL CONDITIONS:

23.1 The LICENSEE shall provide the details of the technology, proposed to be deployed for operation of the service, to the Licensor. For providing the Service the Licensee shall utilize any type of equipment and product that meet TEC standards, wherever made mandatory by the Licensor from time to time. In the absence of mandatory TEC standard, the Licensee may utilize only those equipment and products which meet the relevant standards set by International standardization bodies, such as, ITU, ETSI, IEEE, ISO, IEC etc.; or set by International Fora, such as 3GPP, 3GPP-2, IETF, MEF, WiMAX, Wi-Fi, IPTV, IPv6, etc. as recognized by TEC and subject to modifications/adaptation, if any, as may be prescribed by TEC from time to time.

23.2 Requisite monitoring/interception facilities /equipment for each type of service, shall be provided by the Licensee at its own cost for monitoring as per the requirement specified by the Licensor from time to time.

23.3 The LICENSEE shall adhere to the National Fundamental Plans like National Numbering Plan, Signaling Plan, Routing Plan, National Frequency Allocation Plan and any other plan, as applicable to the respective service authorization, issued by Department of Telecommunications and technical standards as prescribed by Licensor from time to time.

23.4 The Licensor reserves the right to modify any of the National Fundamental Plans.

24. Compliance to Directions/ Instructions:

24.1 Norms on Electromagnetic Field exposure by BTS (Base Stations)

In case the Licensee install BTS for providing the service, if permitted under the scope of the service authorization, the Licensee shall conduct audit and provide self certificate, at prescribed interval and as per procedure prescribed by Telecommunication Engineering Centre (TEC) / or any other agency authorized by Licensor from time to time for conforming to limits / levels for antenna (Base Station Radiation Emissions) for general public exposure as prescribed by Licensor from time to time. The present limits / levels are reproduced below:

Frequency Range	E-field strength (volt/meter (V/m))	H-field strength(Amp / meter (A/m))	Power density (Watt/Sq. meter (W/Sqm))
400MHZ to 2000 MHZ	$0.434 f^{1/2}$	$0.0011 f^{1/2}$	$f/2000$
2GHZ to 300 GHZ	19.29	0.05	1

(f is frequency in MHz)

Self Certification shall be submitted to respective Telecom Enforcement, Resource & Monitoring Cells of Licensor.

The LICENSEE shall comply with the instructions / directions/ guidelines issued by Licensor on EMF exposure norms from time to time.

24.2 The Licensee shall adopt Renewable Energy Technologies (RETs) for powering the Telecom Network, deploy energy efficient equipment and reduce the carbon footprint as per prevailing directions/ instructions and shall abide by further directions / instructions as may be issued in this regard by Licensor/ TRAI from time to time.

24.3 The licensee shall adhere to the prevailing directions/ instructions and shall also abide by further directions / instructions as may be issued by LICENSOR from time to time in respect of

- (a) Preferential Market Access for procurement of indigenous manufactured products,
- (b) Mandatory testing of equipment and
- (c) Requirements on IPv6 implementation.

25. The Applicable System:

25.1 In the process of operating the Services, the Licensee shall be responsible for:-

- (i) The installation of the systems excluding the installation of the equipment at the subscriber's premises which will be left at the option of the subscriber;
- (ii) the proper upkeep and maintenance of the equipment;
- (iii) maintaining the criteria of performance;
- (iv) maintaining the Quality of Service as per clause 29.

26. Engineering Details:

- (a) The Licensee shall furnish to the Licensor or its authorized representative(s), in such manner and at such times as may be required, complete technical details with all calculations for engineering, planning and dimensioning of the system/network, concerned relevant literature, drawings, and installation materials regarding the applicable system.
- (b) Licensee shall supply all tools, test instruments and other accessories to the testing party of Licensor and /or TEC for conducting tests at any time during the currency of the License.

27. Network Interconnection:

27.1 Interconnection amongst the networks of Licensees shall take place where specifically provided for in the Service Authorization Chapter in PART-II of the Schedule to the License. In such cases the conditions of interconnections as specified below shall be applicable.

27.2 Transmission links for interconnection shall meet relevant standards or Interface Requirements (IR) issued by TEC from time to time.

27.3 Interconnection between the networks of different Licensees for carrying circuit switched traffic shall be as per national standards of CCS No.7 as amended from time to time by Telecom Engineering Centre (TEC) and also subject to technical feasibility and technical integrity of the Networks and shall be within the overall framework of interconnection regulations/ directions/ orders issued by the TRAI/ Licensor from time to time. For inter-networking between circuit switched and IP based network, the Licensee shall install Media Gateway Switch. Further, the Licensor may direct the LICENSEE to adopt any other technical standards issued by TEC on interconnection related issues.

27.4 Licensee shall interconnect with other Telecom Service Providers at the Points of Inter-connection (POI) subject to compliance of prevailing regulations, directions or determinations issued by TRAI. The charges for accessing other networks for inter-network calls shall conform to the Orders/ Regulations/ Guidelines issued by the TRAI/ Licensor from time to time. The Interconnection Agreements will, inter-alia, provide the following:

- (a) To meet all reasonable demand for the transmission and reception of messages between the interconnected systems.
- (b) To establish and maintain such one or more Points of Interconnect as are reasonably required and are of sufficient capacity and in sufficient number to enable transmission and reception of the messages by means of the Applicable Systems,
- (c) To connect, and keep connected, to their Applicable Systems.

27.5 The charges for accessing other networks for inter-network calls shall be based on mutual agreements between the service providers conforming to the Orders/IUC Regulations/Guidelines issued by the TRAI from time to time.

27.6 The provision of any equipment and its installation for the purpose of Interconnection shall be subject to mutual agreement of the concerned parties and shall conform to TRAI's regulations and orders.

27.7 The Interconnection Tests for each and every interface with any Telecom Service Provider shall be carried out by mutual arrangement between the Licensee and the other party involved. In case of disagreement for rectification of deficiencies / deviations in conducted interconnection tests, reference could be made to Licensor / TRAI.

27.8 The interconnection with a Telecom Service Provider shall have to be withdrawn within one hour of receipt of intimation or within such time as directed by the LICENSOR in writing, in case of revocation of the LICENSE of the Telecom Service Provider.

28. Interface:

28.1 The Licensee shall operate and maintain the licensed Network conforming to Quality of Service standards to be mutually agreed with other TSPs in respect of Network- Network Interface subject to such other directions as Licensor or TRAI may give from time to time. Failure on the part of Licensee to adhere to the network to network interface standards of TEC is liable to be treated as breach of LICENSE terms and conditions. For the purpose of providing the Service, the Licensee shall install his own equipment so as to be compatible with other telecom service providers' equipment to which the Licensee's Applicable Systems are to be interconnected. The Licensee shall be solely responsible for attending to any claims and damages arising out of his operations.

28.2 The network resources including the cost of upgrading/ modifying interconnecting networks to meet the service requirements of the LICENSEE will be mutually negotiated with other TSPs keeping in view the orders and regulations issued by the TRAI from time to time.

28.3 In case of Satellite based services, the technical parameters & data rates mentioned in Interface Requirements for Satellite Communications namely No. TEC-IR/SCB-08/02-SEP.2009 issued by TEC are to be strictly complied with. Any notification or modification issued by TEC from time to time in this regard shall be binding.

29. Quality of Service:

29.1 The LICENSEE shall ensure the Quality of Service (QoS) as may be prescribed by the Licensor or TRAI. The LICENSEE shall operate and maintain the licensed Network conforming to Quality of Service standards subject to such other directions as Licensor / TRAI may give from time to time. The LICENSEE shall adhere to such QoS standard and provide timely information as required therein. Failure on part of LICENSEE to adhere to the Quality of Service stipulations by TRAI/Licensor is liable to be treated as breach of terms and conditions of License.

The LICENSEE shall provide periodic information on compliance of QoS standards to TRAI/Licensor as per schedule notified.

29.2 The LICENSEE shall be responsible for: -

- i) Maintaining the performance and quality of service standards.
- ii) Maintaining the MTTR (Mean Time to restore) within the specified limits of the quality of service.
- iii) The LICENSEE will keep a record of number of faults and rectification reports in respect of the service, which will be produced before the Licensor/ TRAI as and when and in whatever form desired.

29.3 The LICENSEE shall be responsive to the complaints lodged by his subscribers. The LICENSEE shall rectify the anomalies within the MTTR specified and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status.

29.4 The Licensor or TRAI may carry out performance tests on Licensee's network and also evaluate Quality of Service parameters prior to grant of permission for commercial launch of the service, after successful completion of interconnection tests and/ or at any time during the currency of the LICENSE to ascertain that the network meets the specified standards on Quality Of Service (QoS). The LICENSEE shall provide ingress and other support including instruments, equipment etc., for such tests.

29.5 The Licensee shall enforce and ensure QoS, as prescribed by the Licensor/ TRAI, from the other Licensees with whom it may enter into agreement / contract for leasing / hiring / buying or any such instrument for provision of infrastructure. The responsibility of ensuring QoS shall be that of Licensee.

29.6 Disaster/Emergency/Public Utility Services:

The Licensee shall follow the guidelines /directions/ standard operating procedures as may be prescribed for the disaster management/emergency response services or any other instruction issued by Licensor in this regard from time to time.

The Licensee shall also facilitate the priority routing of emergency/public utility or any other type of user calls as per guidelines /directions as may be prescribed by Licensor.

CHAPTER-V

OPERATING CONDITIONS

30. Subscriber Registration and Provision of Service:

30.1 The LICENSEE shall register demand/request for telephone connection and or any other Telecom Service without any discrimination from any applicant, at any place in the service area for the service(s) authorized and provide the Service, unless otherwise directed by the Licensor. The LICENSEE shall not in any manner discriminate between subscribers and provide service on the same commercial principle and shall be required to maintain a transparent, open to inspection, waiting list. The LICENSEE shall clearly define the scope of Service to the Subscriber(s) at the time of entering into contract with such Subscriber(s). Licensor shall have right to impose suitable penalty, not limited to a financial penalty, apart from any other actions for breach of this condition. The LICENSEE shall commence the Service on commercial basis only after starting subscriber registration in the manner prescribed. Before commencement of Service in an area, the LICENSEE shall notify and publicize the address where any subscriber can register demand /request for Telecom Service. Any change of this address shall be duly notified by the Licensee.

Provided that nothing contained herein will affect or prejudice the rights of the LICENSEE to carry out check on credit worthiness of applicants for its services.

30.2 The LICENSEE shall widely publicize provision of service and shall not refuse registration of demand in the service areas in which the Licensee has commenced services. In case the provision of telephone connection or the requested telecom service to an applicant is not feasible for technical or other reasons beyond the control of Licensee, then the LICENSEE shall endeavour to make arrangement for providing connections/Service in such cases within a reasonable time.

30.3(a) The LICENSEE shall ensure continuity of services to its customers unless LICENSE is Revoked or Suspended by the Licensor for any reason whatsoever.

30.3(b) Licensee may discontinue any of the service, under a Service Authorization, to its subscribers, by giving notice to Licensor and TRAI of at least 60 Calendar days in advance with reasons. In that case it shall also notify all its subscriber by sending a 30 Calendar days notice to each of them. The effective date of discontinuity of Service will be 61st Calendar days counted from the date of receipt of such notice by the Licensor. The Licensor reserves the right to reject such request.

30.4 It shall be the responsibility of the LICENSEE to issue or cause to be issued bills to its subscribers for use of the service. The LICENSEE shall maintain such records so as to produce itemized billing information. The billing system of the LICENSEE shall be able to generate the billing information, in adequate details, to ensure satisfaction of the subscribers about the genuineness of the bill. The directions of TRAI, from time to time, in this regard shall apply.

30.5 The LICENSEE shall offer a regular itemised billing to its subscribers wherever applicable. In every case the LICENSEE shall be responsible to its subscribers and shall ensure fulfillment of the obligations in this regard. The LICENSEE shall also maintain necessary records for the billing cycles as specified by the Licensor or TRAI from time to time.

30.6 All complaints of subscribers in this regard will be addressed / handled as per the orders or regulations or directions issued by the Licensor or TRAI from time to time.

30.7 Determination of TRAI with regard to publication of telephone service directory containing information of subscribers of Telecom Service shall be applicable and binding.

30.8 The Licensee's contractual obligations to various Licensees and Other Service Providers (OSPs) not requiring License under Section 4 of Indian Telegraph Act, 1885 will include terms and conditions under which the Service may be obtained, utilized and terminated. However, the Licensee while providing the resources to other Licensees / OSPs shall satisfy itself that such Licensee/OSP is eligible to obtain that resource.

30.9 The LICENSEE shall notify in writing all the policy and arrangements with respect to repair, fault rectification, compensation or refunds. All complaints in this regard will be addressed / handled as per the guidelines, order or regulation or direction issued by the Licensor or TRAI from time to time.

30.10 Any dispute, with regard to the provision of Service shall be a matter only between the aggrieved party and the Licensee, who shall duly notify this to all before providing the Service. And in no case, the Licensor shall bear any liability or responsibility in the matter. The LICENSEE shall keep the Licensor indemnified for all claims, cost, charges or damages in the matter.

30.11 In case of provision of services by the LICENSEE through the Satellite media or use of satellite media through owned/leased satellite connectivity:-

(i) The Licensee shall abide by the prevalent Government guidelines, policy, orders, regulation or direction on the subject like Satellite communication policy, VSAT policy etc.

(ii) Before putting in operation the network for Satellite based services, necessary clearances from INSAT Network Operations Control Center (NOCC) on payment of prescribed charges will be taken by the Licensee. NOCC instructions with regard to space segment access and other relevant operational matters will have to be complied by the Licensee.

(iii) For use of space segment and setting up and to start operating the Earth Station etc., Licensee shall directly coordinate with and obtain clearance from Network Operations Control Centre (NOCC), apart from obtaining SACFA clearance and clearance from other authorities.

(iv) Mandatory performance verification of HUB Station will be carried out by NOCC or any other agency authorized by the Authority for this purpose on payment of necessary testing charges by Licensee.

(v) For VSATs supplied or leased by the Licensee, a certificate from the LICENSEE duly supported by the manufacturer certificate meeting the mandatory performance requirements shall be submitted by the LICENSEE to NOCC. Mandatory performance verification of VSATs will be carried out by NOCC on selective basis on payment of necessary testing charges by Licensee.

(vi) The Licensee shall submit a monthly operational report to NOCC/Satellite cell in DoT in both soft copy and hard copy.

31. The Subscriber Terminals:

31.1 The Licensee shall have the right to undertake the sale, hire purchase, lease or renting of the subscriber fixed / mobile terminals / Customer Premises Equipment (CPE). Proper usage of terminal at subscriber's premises shall be as per agreement between the Licensee and subscriber.

31.2 The Licensee shall be responsible to ensure that the subscriber terminal is operated in accordance with the terms and conditions of the License, the Wireless Operating License where applicable and relevant instructions/rules issued by Licensor/TRAI. The Subscriber Identification Module (SIM) or equivalent device for the purpose used in the subscriber terminal is non-transferable to other subscriber.

31.3 The subscriber terminals/CPE deployed in the network shall meet TEC standards, wherever specified as mandatory by the Licensor from time to time and in the absence of mandatory TEC standard, the Licensee may deploy subscriber terminals that is certified to meet the relevant standards set by International standardization bodies, such as, ITU, ETSI, IEEE, ISO, IEC etc. or International Fora, viz., 3GPP, 3GPP-2, IETF, MEF, WiMAX, Wi-Fi, IPTV, IPv6, etc. as recognized by TEC and subject to modifications/adaptation, if any, as may be prescribed by TEC from time to time. Only such category of subscriber unit as has been granted such a certificate shall be brought into and operated within India under this Agreement.

31.4 Subscriber shall be given option to obtain the Subscriber Terminal from any source subject to clause 31.3 above.

32. Obligations imposed on the Licensee:

32.1 The provisions of the Indian Telegraph Act 1885, the Indian Wireless Telegraphy Act 1933, and the Telecom Regulatory Authority of India Act, 1997, Information Technology Act, 2000 as amended from time to time or any other relevant Act shall govern this License.

32.2 The Licensee shall furnish all necessary means and facilities as required for the application of provisions of Section 5(2) of the Indian Telegraph Act, 1885, whenever occasion so demands. Nothing provided and contained anywhere in this License Agreement shall be deemed to affect adversely anything provided or laid under the provisions of Indian Telegraph Act, 1885 or any other law on the subject in force.

33. Sharing of infrastructure:

33.1 Sharing of active/passive infrastructure shall be governed by the terms and conditions of respective service authorization and amendment/guidelines to be issued by the Licensor from time to time.

34. Inspection and Testing of Installations:

34.1 The Licensor / TRAI may carry out performance tests as required for checking Quality of Service, if it so desires. The LICENSEE shall supply all necessary literature, drawings etc. regarding the equipment installed and shall also supply all the tools, test instruments and other accessories to the testing party of the Licensor / TRAI for

conducting the tests. The list of performance tests will be furnished by the Licensee, which may be amended by the Licensor.

34.2 The Acceptance Testing for each and every interface with any Telecom Service provider may be carried out by mutual arrangements between the LICENSEE and the other party involved. The Interconnection Test schedule shall be mutually agreed.

34.3 Whenever any element of the network/system of the Licensee, if permitted to be installed outside the Service Area as per the terms of the respective service authorization and has been so installed, the Licensee shall ensure availability of facilities for access to such elements from within the Service Area without any limitation or restriction and at anytime as required by the Licensor. However it shall not preclude the Licensor from accessing such elements at its physical location for the purposes of data/information in respect of any Service Area served by such element.

35. Right to inspect:

35.1 The Licensor or its authorized representative or Ministry of Information & Broadcasting in respect of IPTV Service, or its authorized representative shall have right to access and inspect sites used for extending the Service and in particular but not limited to leased lines, junction, terminating interfaces, hardware/software, memories of semiconductor, magnetic and optical varieties, wired or wireless equipment, distribution frames. The Licensor or its authorized representative may also conduct the performance test including to enter into dialogue with the system through input/output devices or terminals. The Licensee will provide the necessary facilities for continuous monitoring of the system in the Licensed Service Area, as required by the Licensor or its authorized representative(s). The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

35.2 Wherever considered appropriate, Licensor or the Ministry of Information & Broadcasting in respect of IPTV Service, may conduct any inquiry either suo-motu or on the complaint to determine whether there has been any breach in compliance of terms & conditions of the LICENSE by the Licensee and upon such inquiry, the Licensee shall extend all reasonable facilities without any hindrance to the Licensor/Ministry of Information & Broadcasting as the case may be.

36. Location of Network Elements:

36.1 The Licensee on request shall provide to the Licensor location details of all network elements including switching centres, transmission centres, along with routing details, network operation & control/ management Centre, equipment details, network topology, Base Stations, end to end connectivity, Cable routes and capacity along with GIS mapping and any other detail as may be required by Licensor from time to time. Any network resource including the band width/ leased line/ VPN either owned or taken on lease/ hire shall be treated as part of the Licensee Network.

36.2 In areas which are sensitive from security point of view, as may be notified from time to time by the Licensor, installation of any equipment or execution of project shall be taken up only after the Licensor's approval.

36.3 The Licensor may prescribe restrictions for provision of services in areas falling near International Border/Line of Control/Line of Actual Control of India or any other areas as may be prescribed by the Licensor.

37. Confidentiality of information:

37.1 The Licensee shall not employ bulk encryption equipment in its network. Licensor or officers specially designated for the purpose may evaluate any encryption equipment connected to the Licensee's network. However, the Licensee shall have the responsibility to ensure protection of privacy of communication and to ensure that unauthorized interception of MESSAGE does not take place.

37.2 Subject to terms and conditions of the license, the Licensee shall take all necessary steps to safeguard the privacy and confidentiality of any information about a third party and its business to whom it provides the Service and from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

- a) No person acting on behalf of the Licensee or the Licensee divulges or uses any such information except as may be necessary in the course of providing such Service to the Third Party; and
- b) No such person seeks such information other than is necessary for the purpose of providing Service to the Third Party.

Provided the above para shall not apply where:

- a) The information relates to a specific party and that party has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or
- b) The information is already open to the public and otherwise known.

37.3 The Licensee shall take necessary steps to ensure that the Licensee and any person(s) acting on its behalf observe confidentiality of customer information.

37.4 The Licensee shall, prior to commencement of Service, confirm in writing to the Licensor that the Licensee has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

37.5 The use of encryption by the subscriber shall be governed by the Government Policy/rules made under the Information Technology Act, 2000.

38. Prohibition of certain activities by the Licensee:

38.1 Carriage of objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright and intellectual property right etc., in any form, in the network is not permitted as per established laws of the country. Once specific instances of such infringement are reported to the Licensee by the enforcement agencies/Licensor, the Licensee shall take necessary measures to prevent carriage of such messages in its network immediately.

38.2 The LICENSEE is obliged to provide, without any delay, all the tracing facilities to trace nuisance, obnoxious or malicious calls, messages or communications transported through his equipment and network, to the agencies of Government of India as authorized from time to time, when such information is required for investigations or

detection of crimes and in the interest of national security. Any damages arising on account of Licensee's failure in this regard shall be payable by the Licensee.

38.3 In case any confidential information is divulged to the LICENSEE for proper implementation of the Agreement, it shall be binding on the LICENSEE and its employees and servants to maintain its secrecy and confidentiality.

38.4 The LICENSEE shall ensure that the Telecommunication infrastructure or installation thereof, carried out by it, should not become a safety or health hazard and is not in contravention of any statute, rule, regulation or public policy.

38.5 The Licensee shall in no case permit service to any Telecom Service Provider (including those Other Service Providers who do not require License under Section 4 of Indian Telegraph Act, 1885) whose License is either revoked or suspended or not in operation at any point of time. Where connectivity already exists, the Licensee shall be obliged to disconnect or sever connectivity immediately without loss of time upon receipt of any reference from the Licensor in this regard. Disconnection shall be made effective within one hour or within such time as directed by the Licensor in writing, after receiving reference from the Licensor in this regard.

CHAPTER-VI

SECURITY CONDITIONS

39. The LICENSEE shall meet the instructions/directions of the Licensor issued from time to time in the interest of national security apart from the following conditions.

39.1 The LICENSEE shall provide necessary facilities depending upon the specific situation at the relevant time to the Government to counteract espionage, subversive act, sabotage or any other unlawful activity.

39.2 The LICENSEE shall make available on demand to the person authorized by the Licensor, full access to the switching centers, transmission centers, routers and other network elements including equipment installed in subscriber premises etc. for technical scrutiny and for inspection, which can be visual inspection or an operational inspection.

39.3 All foreign personnel likely to be deployed by the LICENSEE for installation, operation and maintenance of the Licensee's network shall be security cleared by the Government of India prior to their deployment. The security clearance will be obtained from the Ministry of Home Affairs, Government of India.

39.4 The LICENSEE shall ensure protection of privacy of communication and ensure that unauthorized interception of messages does not take place.

39.5 The LICENSEE shall be completely and totally responsible for security of their networks. The LICENSEE shall have organizational policy on security and security management of their networks including Network forensics, Network Hardening, Network penetration test, Risk assessment. Actions to fix problems and to prevent such problems from recurring should be part of the policy. The LICENSEE shall submit its policy to Licensor within 90 calendar days from the date of issue of the License/each service authorization.

39.6 In furtherance of organizational security policy, the LICENSEE shall audit its network or get the network audited from security point of view once in a financial year from a network audit and certification agency. The first audit may be carried out in the financial year succeeding the financial year of the signing of the LICENSE/ Service authorization. The LICENSEE is free to engage the service of any agency for this purpose, which is certified to carry out the audit as per relevant ISO standards. Presently ISO 15408 and ISO 27001 standards are applicable.

39.7 The LICENSEE shall induct only those network elements into its telecom network, which have been got tested as per relevant contemporary Indian or International Security Standards e.g. IT and IT related elements against ISO/IEC 15408 standards, for Information Security Management System against ISO 27000 series Standards, Telecom and Telecom related elements against 3GPP security standards, 3GPP2 security standards etc. The certification shall be got done only from authorized and certified agencies/ labs in India or as may be specified by the Licensor. The copies of test results and test certificates shall be kept by the LICENSEE for a period of 10 years from the date of procurement of equipment.

39.8 The LICENSEE shall include all contemporary security related features and features related to communication security as prescribed under relevant security standards while procuring the equipment and implement all such contemporary features into the network. A list of features, equipments, software etc procured and implemented

shall be kept by the LICENSEE till they are in use, which may be subjected to inspection and testing by the Licensor at any time, in the network or otherwise, at the option of the Licensor.

39.9 The LICENSEE shall

- (i) Ensure that all the documentation, including software details are obtained from manufacturer/vendor/supplier in English language.
- (ii) Keep a record of operation and maintenance procedure in the form of a manual.
- (iii) Keep a record of all the operation and maintenance command logs for a period of 12 months, which shall include the actual command given, who gave the command, when was it given with date and time and from where. For next 24 months the same information shall be stored/ retained in a non-online mode. For this purpose LICENSEE shall keep a list of User ID linked with name and other details of the user duly certified by the system administrator. The user list shall be provided to Licensor or agencies designated by the Licensor as and when required.
- (iv) Keep a record of all the software updating and changes. The major updating and changes should also be informed to Licensor within 15 days of completion of such updating and changes.
- (v) Keep a record of supply chain of the products (hardware/ software). This should be taken from the manufacturer/ vendor/ supplier at the time of procurement of the products.

39.10 (i) The LICENSEE shall create facilities for the monitoring of all intrusions, attacks and frauds on his technical facilities and provide reports on the same to the Licensor. Such facilities shall be created by the Licensee within 12 months of effective date of this LICENSE/ authorization and be reported to Licensor as and when created during this period.

39.10 (ii) The Licensee through suitable agreement clauses with vendor shall ensure that the Vendor/ Supplier allow the Licensee, Licensor and/ or its designated agencies to inspect the hardware, software, design, development, manufacturing facility and supply chain and subject all software to a security/ threat check any time during the supplies of equipment. The number of such visits will be limited to two in a Purchase Order (PO). The expenditure for such visits, limited upto 40 man-days per visit, for each purchase order of value above Rs 50 crore, shall be borne by the LICENSEE directly or through vendor.

39.11 (i) A penalty upto Rs 50 crore per occasion will be levied for any security breach which has been caused due to inadvertent inadequacy/inadequacies in precaution on the part of Licensee prescribed under this License. Licensor shall constitute a five members committee, which shall include two cyber security experts, to determine whether the breach is due to inadvertent inadequacy/ inadequacies or otherwise. The committee shall also decide the amount of penalty depending upon loss, gravity of breach etc.

39.11 (ii) In case of inadequate compliance to the measures prescribed under this License, act of intentional omissions, deliberate vulnerability left into the equipment or in case of deliberate attempt for a security breach, penalty amount will be Rs. 50 crore per breach. The same breach in the same equipment purchased through same PO or in the same lot or the same negligence at the same time at multiple locations in an

operator's network will be considered as a single breach for the purpose of levying penalty under this clause. The LICENSEE shall deposit the penalty amount with the Licensor within 30 days of the issue of Notice.

39.11 (iii) Besides the penalty, liability and criminal proceedings under the relevant provisions of various Acts such as Indian Telegraph Act, Information Technology Act, Indian Penal Code (IPC), Criminal Procedure Code (CrPC) etc can be initiated. In such cases, LICENSE of the LICENSEE can also be terminated, vendor or supplier who supplied the hardware/software, that caused the security breach, could be blacklisted for doing business in the country or both. The LICENSEE must include the clause of discretion of blacklisting of vendor or supplier in such cases in the agreement signed with vendors/suppliers.

39.11 (iv) Licensor may make any of the following suggestions, which help in increasing the security of the telecom network, mandatory whenever deemed necessary to do so.

- a) May sign a suitable agreement with hardware/ software manufacturer/ vendors and/or suppliers of services to ensure that the equipment/ services/ software they supply are 'Safe to Connect' in the network, have been checked thoroughly for risks and vulnerabilities, all addressable vulnerabilities have been addressed, non-addressable vulnerabilities have been listed with remedial measures and precautions provided. The agreement should cover aspects related to security measures like access control, Password control and management etc. Clauses addressing the service continuity and service up-gradation should also be suitably included in the agreement, with consequences defined for each party in case of breach, particularly the security breaches. As information dissemination and facilitating measure, suggested clauses for such an agreement in the form of a template will be available on the website of DoT. The service providers may take all or selected provisions from this template, depending upon the type of services they avail from a vendor/ supplier. They are free to add, modify, delete any of the clauses from this template, because security of their network is their responsibility and they will be liable for any security breach.
- b) The Licensees should endeavour to create a forum, say, Telecom Security Council of India (TSCI), on a voluntary basis to increase the security assurance levels and share common issues.
- c) The Licensee shall build their own capability and capacity to maintain and operate the network, preferably through local maintenance personnel, because the telecom network is a security sensitive infrastructure.

39.12 In the interests of security, suitable monitoring equipment as per requirement of the Licensor or designated Security Agencies for each type of system used shall be provided by the Licensee for monitoring as and when required by Licensor. The specific orders or directions from the Government, issued under such conditions, shall also be applicable.

39.13 The precise delineation of geographical borders taken by the Licensee for the purpose of defining service area along International borders, if any, shall have prior approval of the Government of India. The terrestrial boundaries of India shall be as depicted in the maps issued by Survey of India.

39.14 The use of the network for anti-national activities would be construed as an offence punishable under the Indian Penal Code or other applicable law. The networks cannot be used in such a manner as to endanger or make vulnerable a networked infrastructure. Acts such as break-ins or attempted break-ins of Indian networks shall be regarded as an anti-national act and shall be dealt with in accordance with the Indian Penal Code. Licensee must ensure that their services are not used for such purposes. Besides penal action as stated above, such an activity/activities could be sufficient reason for the Licensor to revoke this license.

39.15 The Government through appropriate notification may debar usage of mobile terminals in certain areas in the country. The LICENSEE shall deny Service in areas specified by designated authority immediately and in any case within six hours on request. The LICENSEE shall also provide the facility to carry out surveillance of Mobile Terminal activity within a specified area.

39.16 Licensor shall have the right to take over the Service, equipment and networks of the Licensee (either in part or in whole of the Service Area) in case any directions are issued in the public interest by the Government of India in the event of a National emergency / war or low intensity conflict or any other eventuality. Any specific orders or directions from the Government of India issued under such conditions shall be applicable to the Licensee and shall be strictly complied with.

39.17 (i) The Licensee shall ensure adequate verification of each and every customer before enrolling him as a subscriber; instructions issued by the Licensor in this regard from time to time shall be scrupulously followed. The Licensee shall make it clear to the subscriber that the subscriber will be responsible for proper and bonafide use of the service.

39.17 (ii) Format prescribed by the Licensor delineating the details of information required before enrolling a customer as a subscriber shall be followed by the Licensee. A photo identification of subscribers shall be pre-requisite before providing the service. The Licensor may prescribe service-wise detailed instructions for enrolment of subscriber and activation of service from time to time.

39.17(iii) The Licensee shall activate the Leased Line, Internet Leased Line and IPLC service only after checking the bonafide of the customer, verifying details as per Customer Acquisition Form (CAF) prescribed from time to time and physical inspection of the site. Further, in the case of Leased Line, the reasons for taking the link by the customer shall be recorded.

39.18 The complete list of subscribers shall be made available by the Licensee on their website (having password controlled access), so that designated Security Agencies are able to obtain the subscriber list at any time, as per their convenience with the help of the password. The list should be updated on regular basis. Hard copy as and when required by security agencies shall also be furnished.

39.19 The Licensor or its representative(s) will have an access to the Database relating to the subscribers of the Licensee. The Licensee shall also update the list of his subscribers and make available the same to the Licensor at such intervals as may be prescribed. The Licensee shall make available, at any prescribed instant, to the Licensor or its authorized representative details of the subscribers using the service.

39.20 The Licensee shall maintain all commercial records/ Call Detail Record (CDR)/ Exchange Detail Record (EDR)/ IP Detail Record (IPDR) with regard to the

communications exchanged on the network. Such records shall be archived for at least one year for scrutiny by the Licensor for security reasons and may be destroyed thereafter unless directed otherwise by the Licensor. Licensor may issue directions /instructions from time to time with respect to CDR/IPDR/EDR.

39.21 (i) Calling Line Identification (CLI) shall be provided. The network should also support Malicious Call identification and Centralized Automatic Message Accounting (CAMA).

39.21 (ii) Calling Line Identification (CLI) shall never be tampered as the same is also required for security purposes and any violation of this amounts to breach of security.

39.22 (i) Utmost vigilance should be exercised in providing bulk connections for a single user as well as for a single location. Provision of 10 or more connections may be taken as bulk connections for this purpose. Special verification of bonafide should be carried out for providing such bulk connections. Information about bulk connections shall be forwarded to respective Telecom Enforcement, Resource & Monitoring Cell and any other officer authorized by Licensor from time to time as well as all Security Agencies on monthly basis.

39.22 (ii) The call detail records for outgoing calls made by customers should be analyzed for the subscribers making large number of outgoing calls day and night and to the various telephone numbers. Normally, no incoming call is observed in such cases. This can be done by running special program for this purpose. The service provider should devise appropriate fraud management and prevention programme and fix threshold levels of average per day usage in minutes of the telephone connection; all telephone connections crossing the threshold of usage should be checked for bonafide use. A record of check must be maintained which may be verified by Licensor any time. The list/details of suspected subscribers should be informed to the respective TERM Cell of DoT and any other officer authorized by Licensor from time to time.

39.22 (iii) Active support must be extended by the service providers to the respective TERM cells of DoT for detection of clandestine / illegal telecommunications facilities. For this purpose, names of the Nodal officers & alternate Nodal Officers in respect of each licensed service area as communicated to the Intelligence Agencies for monitoring of telecommunications should also be forwarded to respective TERM cell of DoT, and any other officer authorized by Licensor from time to time. The TERM Cell of DoT will contact the Nodal Officer / alternate Nodal officer, and till the time such nomination is received or in case of non-availability of such officer, the TERM Cell will contact the Chief Executive Officer of the Licensee, for such support / coordination.

39.22 (iv) Bulk users premises should be inspected by the service providers at regular intervals for satisfying themselves about bonafide use of such facilities. A record of such inspection should be maintained and preserved for minimum one year, for inspection / verification by the licensing authority or a designated officer of the authority.

39.22 (v) Leased circuits should also be checked/ inspected at regular intervals for their bonafide use and to detect any misuse.

39.23 The Licensee shall also ensure compliance of the following conditions:

- (i) The Chief Officer in charge of technical network operations and the Chief Security Officer/Chief Information Security Officer, and in-charge of GMSC, MSC, Soft-Switch, Central Database, ILD Gateway, VSAT Hub, INSAT MSS-R Hub, PMRTS Central/Base Station, GMPCS Gateway, Switches and System Administrators shall be resident Indian citizen.
- (ii) Licensee may, on need basis, provide details of its infrastructure/ network diagram (technical details of the network) only to telecom equipment suppliers/manufacturers and the affiliate/ parents of the Licensee Company. Clearance from the Licensor would be required if such information is to be provided to anybody else.
- (iii) For security reasons, domestic traffic of such entities as may be identified/ specified by the Licensor shall not be hauled/ routed to any place outside India. For this purpose, location of satellites serving India for domestic traffic shall not be treated as outside India.
- (iv) The Licensee Company shall take adequate and timely measures to ensure that the information transacted through a network by the subscribers is secure and protected.
- (v) The officers/ officials/ Nodal Executives of the Licensee companies dealing with the lawful interception of messages will be resident Indian citizens.
- (vi) The majority Directors on the Board of the Licensee company shall be Indian citizens.
- (vii) The positions of the Chairman, Managing Director, Chief Executive Officer (CEO) and/or Chief Financial Officer (CFO), if held by foreign nationals, would require to be security vetted by Ministry of Home Affairs (MHA). Security vetting shall be required periodically on yearly basis. In case something adverse is found during the security vetting, the direction of MHA shall be binding on the Licensee.
- (viii) The Licensee shall not transfer the following to any person/place outside India:-
 - a. Any accounting information relating to subscriber (except for international roaming/billing) (Note: it does not restrict a statutorily required disclosure of financial nature) ; and
 - b. User information (except pertaining to foreign subscribers using Indian Operator's network while roaming and IPLC subscribers).
- (ix) The Licensee must provide traceable identity of their subscribers. However, in case of providing service to roaming subscriber of foreign Companies, the Indian Company shall endeavour to obtain traceable identity of roaming subscribers from the foreign company as a part of its roaming agreement.
- (x) On request of the Licensor or any other agency authorized by the Licensor, the Licensee shall be able to provide the geographical location of any subscriber (BTS location and Location details including latitude & longitude details) at a given point of time.
- (xi) The Remote Access (RA) to network would be provided only to approved locations abroad through approved location(s) in India. The approval for location(s) would be given by the Licensor (DoT) in consultation with security agencies.
- (xii) Under no circumstances, should any RA to the suppliers/manufacturers and affiliate(s) be enabled to access Lawful Interception System(LIS), Lawful Interception Monitoring(LIM), Call contents of the traffic and any such sensitive sector/data, which the Licensor may notify from time to time.
- (xiii) The Licensee Company is not allowed to use remote access facility for monitoring of content.
- (xiv) Suitable technical device should be made available at Indian end to the designated security agency/Licensor in which a mirror image of the remote

- access information is available on line for monitoring purposes as per direction of the Licensor from time to time.
- (xv) Complete audit trail of the remote access activities pertaining to the network operated in India should be maintained for a period of six months and provided on request to the Licensor or any other agency authorized by the Licensor.
 - (xvi) The Licensee shall ensure that necessary provision (hardware/ software) is available in their equipment for doing the Lawful interception and monitoring from a centralized location.
 - (xvii) The Licensee shall familiarize/ train TERM Cell/ security agency officers/ officials in respect of relevant operations/ features of their systems.
 - (xviii) It shall be open to the Licensor to restrict the Licensee Company from operating in any sensitive area from the National Security angle.
 - (xix) In order to maintain the privacy of voice and data, monitoring shall be in accordance with rules in this regard under Indian Telegraph Act, 1885.
 - (xx) For monitoring traffic, the Licensee Company shall provide access of their network and other facilities as well as to books of accounts to the security agencies.

39.24 Licensor reserves the right to modify these conditions or incorporate new conditions considered necessary in the interest of national security and public interest or for proper conduct of TELEGRAPH.

40. Application of Indian Telegraph Act, 1885:

40.1 The Licensee shall adopt all means and facilitate in every manner the application of the Indian Telegraph Act, 1885 and Indian Wireless Telegraphy Act, 1933 as modified or replaced from time to time. The Service shall be provided in accordance with the provisions of Indian Telegraph Rules as modified and amended from time to time.

40.2 As per the provision of Section 5 of Indian Telegraph Act, the Licensee will provide necessary facilities to the designated authorities of Central/State Government as conveyed by the Licensor from time to time for interception of the messages passing through its network.

Section 5 (2) of the Indian Telegraph Act 1885 reads as under:

“On the occurrence of any public emergency or in the interest of public safety, the Central Government or a State Government or any officer specially authorized in their behalf by the Central Government or a State Government may, if satisfied that it is necessary or expedient to do so in the interest of the sovereignty and integrity of India, the security of the State, friendly relations with foreign states or public order or for preventing incitement to the commission of an offense for class or messages to or from any person or class of persons or relating to any particular subject, brought for transmission by or transmitted or received by any telegraph, shall not be transmitted or shall be intercepted or detained or shall be disclosed to the Government making the order or an officer thereof mentioned on the order:

Provided that press messages intended to be published in India of correspondents accredited to the Central Government or a State Government shall not be intercepted or detained, unless their transmission has been prohibited under this subsection.”

CHAPTER-VII

SPECTRUM ALLOTMENT AND USE

41. Right to use the spectrum: This License Agreement does not confer any right to allotment and use of spectrum for which separate specific Frequency Allotment and Wireless Operating License (WOL) shall be required from Wireless Planning and Coordination (WPC) Wing.

42. Frequency Allotment:

42.1 The Frequency Allotment and WOL shall be required from the WPC Wing of the Department of Telecommunications, Ministry of Communications & IT permitting utilization of appropriate frequencies / band for the establishment, maintenance and operation of Wireless elements of the Telecom Service, under specified procedure, instructions, terms and conditions including payment for said allotment and use of spectrum and for grant of WOL prescribed by WPC Wing from time to time. Services offered by the Licensee using the spectrum shall be governed by the terms and conditions of this License.

42.2 Application, wherever required, after following the procedure under para 42.1, shall be made to the “Wireless Adviser to the Government of India, WPC Wing, Department of Telecommunications, Ministry of Communications & IT, Sanchar Bhawan, New Delhi-110 001” in a prescribed application form available on WPC Wing website: www.wpc.dot.gov.in. Online filing of the application shall be required for this purpose.

42.3 In the event of holding/obtaining Access spectrum, no licensee or its promoter(s) directly or indirectly shall have any beneficial interest in another licensee company holding “Access Spectrum” in the same service area.

For the purpose of this clause:

- (a) Promoter shall mean legal entity other than Central Government, financial institutions and scheduled banks, which hold 10% or more equity in the licensee company.
- (b) Beneficial interest shall mean holding of any equity directly or indirectly including through chain of companies in the licensee company.
- (c) Any arrangement contrary to above shall be made consistent with the above stipulations within a period of one year from the date of grant of UL.
- (d) Exception granted in para 1.4 of UAS licensee in respect of basic and CMTS licenses existing on 11.11.2003 shall end on the expiry of CMTS/UAS/Basic Service license held by such licensee. They shall comply with the above stipulation within a period of one year from the date of migration to UL.

42.4 The networth and paid up equity capital requirement, if any, for acquisition of Access Spectrum, shall be as prescribed by the Licensor.

42.5 In case the Licensee obtains spectrum through auction, the provisions specified in the relevant Notice Inviting Application (NIA) document for the auction of such spectrum or conditions of spectrum allotment shall apply and this License shall be suitably amended for this purpose.

42.6 At the time of expiry of Unified License, the continuity of spectrum held by the Licensee, if any, shall be governed by the terms and conditions of allotment of such spectrum.

42.7 Allotment of spectrum for individual point-to-point fixed links i.e. Microwave Backhaul Spectrum shall be subject to separate application to WPC Wing and the allotment of the same is not linked to the compliance of roll out obligations where prescribed. The allotment of backhaul spectrum is subject to availability, usual processes and terms and conditions. Separate charges as prescribed from time to time shall be payable for microwave backhaul spectrum.

42.8 The Licensor/ WPC Wing reserves the right to modify the procedure for allotment of spectrum and/or rates for payment for said allotment and use of spectrum any time.

PART - II

[PART-II consisting of Chapter – VIII to XVI contains the terms and conditions specific to the respective Service Authorization, which are in addition to the terms and conditions contained in PART-I]

CHAPTER-VIII

ACCESS SERVICE

1. **Service Area:** The Service Area of Access Service shall be the Telecom Circle/Metro area as defined in Annexure-V. License/Authorization for Access Service, if granted for more than one Service Area (Telecom Circle/Metro), shall be administered separately for each Service Area as per terms and conditions contained in Part-I and in this chapter.

2. **Scope of Access Service:** Scope of this authorization covers the following:

2.1(a)(i) The Access Service under this authorization covers collection, carriage, transmission and delivery of voice and/or non-voice MESSAGES over Licensee's network in the designated Service Area. The Licensee can also provide Internet Telephony, Internet Services including IPTV, Broadband Services and triple play i.e voice, video and data. While providing Internet Telephony service, the Licensee may interconnect Internet Telephony network with PSTN/PLMN/GMPCS network. The Licensee may provide access service, which could be on wireline and / or wireless media with full mobility, limited mobility and fixed wireless access.

(ii) Licensee may enter into mutual commercial agreements for roaming facilities (within same service area or other service areas) with other Cellular Mobile Telephone Service Licensees/ Unified Access Service LICENSEES/Unified License (Access Services) LICENSEES /Unified Licensees with Access Service authorization, unless otherwise directed by Licensor, irrespective of spectrum band held or technology deployed by such licensees. However, any Roaming arrangement shall not entitle the Licensee to acquire customer in the spectrum band not held or technology not deployed or for services/facilities not offered by the Licensee in its network.

(iii) The Licensee can acquire customer for delivery of services offered in its network using only the spectrum band held & technology deployed by the Licensee. While roaming on other Licensees' network, the services availed by the subscriber shall be limited to only those services which have been subscribed in its home network.

(iv) The Licensee may also enter into agreements with telecom service providers abroad for providing roaming facility to its subscriber unless directed by Licensor otherwise.

(v) The Licensee may provide leased circuits within its respective service area. Interconnection of leased circuits, whether point to point or in CUG network, with PSTN/PLMN/GMPCS/Internet Telephony Network is not permitted.

(vi) The Licensee may also provide Voice Mail/Audiotex/Unified Messaging services, Video Conferencing over its network to the subscribers falling within its SERVICE AREA on non-discriminatory basis. All the revenue earned by the Licensee through these services shall be counted towards the revenue for the purpose of paying License Fee under the LICENSE AGREEMENT.

(vii) For provision of mobile services in areas falling near International Border of India, the condition specified in clause 8.1(i) and 8.1(ii) of this authorization, shall be applicable.

(viii) Except those services permitted under the scope of this authorization, the Licensee shall not provide any service / services which require a separate service authorization / license.

(ix) The Licensee may offer “Home Zone Tariff Scheme (s)” as a subset of full mobile service in well defined geographical Areas through a tariff of its choice within the scope of orders of TRAI on the subject. Numbering and interconnection for this service shall be same as that of fully mobile subscribers.

2.1 (b) In respect of subscriber availing limited mobility facility, the mobility shall be restricted to the local area i.e. Short Distance Charging Area (SDCA) in which the subscriber is registered. While deploying such systems, the LICENSEE has to follow the SDCA based linked numbering plan in accordance with the National Numbering Plan of the respective SDCA within which the service is provided and it should not be possible to authenticate and work with the subscriber terminal equipment in SDCAs other than the one in which it is registered. Terminal of such subscriber in wireless access system can be registered in only one SDCA. Multiple registration or Temporary subscriber/ Subscription facilities in more than one SDCA using the same Subscriber terminal in wireless access systems is not permitted and the same Subscriber Terminal cannot be used to avail Limited Mobile facility in more than one SDCA. The system shall also be so engineered to ensure that hand over of subscriber does not take place from one SDCA to another SDCA under any circumstances, including handover of the calls through call forwarding beyond SDCA. The LICENSEE must ensure that the mobility in case of such limited mobile service/ facility remains restricted to SDCA.

2.2 Licensee may carry intra-circle long distance traffic on its network. However, subject to technical feasibility, the subscriber of the intra-circle long distance calls, shall be given choice to use the network of another Licensee in the same service area, wherever possible. The Licensee may also enter into mutual agreements with other UL Licensee (with authorization for access service)/ other Access service licensee/National Long Distance Licensee for carrying its intra-Circle Long Distance traffic.

2.3 For providing service, the Licensee may appoint Franchisee for setting up and operation of rural telephone exchanges and last mile linkages thereof. The licensee may also appoint Cable Operators registered under The Cable Television Networks (Regulation) Act, 1995 and the amendments thereto, as Franchisee to use the last mile linkages in rural area provided by such Cable Operators. Responsibilities for ensuring compliance of terms & conditions of the License shall vest with the Licensee and not with the Franchisee. The terms of franchise agreement between Licensee and his franchisee shall be settled mutually by negotiation between the two parties involved. The Licensee shall report the details of such Franchisee to the Licensor as prescribed from time to time.

2.4 The Licensee may provide internet service by using the Cable Network of authorized Cable Operator, as last mile linkage, subject to applicable Cable Laws (The Cable Television Networks (Regulation) Act, 1995) as modified from time to time.

2.5 IP Address assigned to a subscriber for Internet Telephony shall conform to IP addressing Scheme of Internet Assigned Numbers Authority (IANA) only. Translation of E.164 number / private number to IP address and vice versa by the licensee for this purpose shall be as per directions/instructions issued by the Licensor.

2.6 For provision of Internet Telephony, Internet Services, Broadband Services and triple play i.e. voice, video and data, the Conditions No. 2.1(i), 2.1(vii), 2.1(ix), 2.1(x), 2.2, 5, 6, 7 and 8 of Chapter IX (Internet Service) shall also be applicable.

3. FINANCIAL CONDITIONS

3.1 GROSS REVENUE

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, revenue from permissible sharing of infrastructure and any other miscellaneous revenue, without any set-off for related item of expense, etc.

3.2 Adjusted Gross Revenue (AGR)

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

- 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.* Service Tax on provision of service and Sales Tax actually paid to the Government if gross revenue had included as component of Sales Tax and Service Tax.

4. Technical & Operating Conditions

4.1 The Licensee’s network shall be compliant to the Regulations/Directions/instructions issued by TRAI/Licensors in respect of Mobile Number Portability (MNP) before commencement of mobile services.

4.2 The sharing of infrastructure, owned, established and operated by the Licensee under the scope of this Authorization, is permitted as below:

- (i) Sharing of “passive” infrastructure viz., building, tower, dark fiber, duct space, Right of Way etc. with other Licensees.
- (ii) Provision of point to point bandwidth from their own infrastructure within their Service Area to other licensed telecom service providers for their own use. However, the Licensee hiring the bandwidth shall not resell such bandwidth.

4.3 Further, the Licensee may share its own active and passive infrastructure for providing other services authorized to it under the license.

4.4 Moreover, sharing of active infrastructure with other licensees shall be governed by the license conditions/amendments issued by the Licensor from time to time.

4.5 Location of switches and other network elements

(i) The licensee shall install applicable system within its service area. However, for IP based Next Generation Network, Media Gateway Controller (MGC)/ Soft Switch can be deployed within geographical boundaries of any one of the authorized service area for

Access Services or anywhere in the country if the Licensee has authorization for NLD/ILD service also. However, the Media Gateways shall be installed in each service area to perform the function of switching subscriber traffic under the control of MGC for call control.

(ii) The MGC/ Soft Switch and common service support systems such as Intelligent Networks (IN), Billing, Network Operations Center (NOC) or any other equipment specifically permitted by the Licensor, shall be located in a service area where the licensee has Access service authorization or anywhere in the country if the Licensee has authorization for NLD/ILD service also. Location of MGC/ soft switch and common service support systems shall be intimated to Licensor as and when commissioned. In respect of Short Message Service Center (SMSC), it can be installed in any of the service areas where Licensee has authorization of access service.

5. Provision of IPTV Service:

5.1(a) The Licensee while providing TV channels through IPTV shall transmit only those television channels and in exactly same form (unaltered), which are registered with or are otherwise permitted by the Ministry of Information and Broadcasting. In such cases, the responsibility to ensure that content is in accordance with the extant laws, rules, regulations etc. shall be that of the broadcaster and telecom Licensee will not be held responsible. The Licensee shall not carry any television channels prohibited either permanently or temporarily or not registered with the Ministry of Information & Broadcasting.

5.1(b) The Licensee can obtain content from the Multi System Operator or the Cable Operator for providing IPTV services.

5.1(c) The Licensee providing IPTV will show only those News and Current Affairs television channels which have been registered with Ministry of Information and Broadcasting. The Licensee will not produce or provide any other broadcast or non-broadcast channel having any element of News and Current Affairs.

5.1(d) The provisions of Programme code and Advertisement code as provided in Cable Television Network (Regulation) Act 1995 and Rules there under shall be applicable even in the case of contents other than TV channels from broadcast provided by the Licensee. Since the Licensee will be providing this content, the Licensee shall be responsible for ensuring compliance to the codes with respect to such content. In addition to this, such LICENSEES will also be bound by various Acts, instructions, directions, guidelines issued by the Central Government from time to time to regulate the contents.

5.1(e) If the contents are being sourced from content providers other than Licensee, then it will be the responsibility of Licensee to ensure that their agreements with such content providers contain appropriate clauses to ensure prior compliance with the Programme and Advertisement Codes and other relevant Indian laws, civil and criminal, regarding content.

5.1(f) The Central Government in the Ministry of Information and Broadcasting shall have the right to notify the number and names of channels of Prasar Bharati or any other channel for compulsory carriage by the Licensee and the manner of reception and retransmission of such channels.

5.1(g) The Licensee while providing IPTV services should provide commercial interoperability so that if the subscribers decide to switch over to any other service provider or platform, they should be able to do so at the least cost. Commercial interoperability here would mean that in addition to offering the receiver set on an outright purchase basis, a subscriber should also have the option to purchase it on a hire-purchase basis or on rental basis with a provision to return the receiver set on such terms and conditions as may be laid down by regulations issued by TRAI.

5.2 The Government / Ministry of Information and Broadcasting may direct the Licensee providing IPTV service to ensure preservation and retention for a period of 90 days from the date of broadcast unless specified otherwise, of different kinds of content made available to their subscribers and requires it to ensure its security and also that it is not tampered with during such period. The Licensee providing IPTV service may be required to produce the same to the Government or its authorized representative, as and when required and the Licensee providing IPTV service will be required to ensure compliance to all such directions.

5.3 The Licensee providing IPTV service shall provide necessary facility for continuous monitoring of the IPTV network at its own cost. The monitoring system must provide Set top Box subscriber information as well as contents to the law enforcement agency in plain readable, audible and viewable format as the case may be.

Provided that in case of any dispute, the records of broadcast of programmes and advertisements shall be maintained till final disposal of the dispute.

Provided further that the Licensee shall provide access to the Government or its authorized representative to all its facilities, including equipments, records, system etc. for purposes of inspection.

5.4 On demand by the Government in the Ministry of Information and Broadcasting or its authorized representative, Licensee providing IPTV service shall provide the necessary equipment, services and facilities at designated place(s) for continuous monitoring of the IPTV service by or under supervision of the Government or its authorized representative.

5.5 The Licensee providing IPTV service shall submit such information with respect to its service as may be required by the Government in the Ministry of Information and Broadcasting or its authorized representative from time to time.

5.6 The Licensee providing IPTV service shall furnish any such information at periodic intervals as may be required by the Government in the Ministry of Information and Broadcasting or its authorized representative concerning Programme Content and Quality, Technical parameters etc. relating to the service in the format as may be required by the Government or its authorized representative from time to time.

5.7 The Licensee providing IPTV service shall furnish the complete details such as name, technical details and license etc. of the value added service being provided through IPTV network.

Provided that in case any new value added service is added, the Licensee providing IPTV service shall obtain prior approval of the Government or Licensor. The Government or the Licensor may from time to time, prescribe or prohibit certain value added services.

5.8 Any breach of the provisions of Act / License / Registration / Permission by Licensee / cable operator/ Broadcasters shall be dealt with by designated agencies which are responsible for administering such Acts / License / Registration / Permissions.

5.9 The decision of the Ministry of Information & Broadcasting regarding any violation of prevailing Acts/Rules/Guidelines pertaining to their administrative jurisdiction in respect of content carried on IPTV service shall be final. The quantum of penalties for such violation will be decided by Licensor in consultation with respective Ministries/Department.

5.10 The Licensee before providing IPTV will give a self-certified declaration in the specified format to the Licensor, M/o I&B and TRAI giving details of license no. and service area under which IPTV service is proposed to be provided / started, the start date, the areas being covered, details of network infrastructure etc.

6. Network Interconnection:

6.1 Inter-Circle traffic from one service area to another shall be routed through the network of NLD licensee or the Unified Licensee having authorization of NLD service.

6.2 It shall be mandatory for the LICENSEE to interconnect to/ provide interconnection to all eligible Telecom Service Providers (eligibility shall be determined as per the service provider's License Agreement and TRAI's determinations/orders/regulations issued from time to time) to ensure that the calls are completed to all destinations. Further, the Licensor may direct the Licensee to implement the process whereby the subscribers could have a free choice to make inter-circle/ international long distance calls through NLD/ ILD Operator.

6.3 International Long Distance traffic should be routed through network of NLD service providers, to the ILD service provider's gateways for onward transmission to international networks subject to fulfillment of any Guidelines/ Orders/ Directions/ Regulation issued from time to time by LICENSOR/ TRAI. However, the Licensee shall not refuse to interconnect with the ILD Service licensee directly in situations where POP of ILD service licensee and Switches of Licensee's (GMSC/ Transit Switch) are located at the same station of Level-I TAX.

7. Emergency and Public Utility Service:

7.1 The LICENSEE shall provide independently or through mutually agreed commercial arrangements with other Telecom Service Providers all public utility services as well as emergency services including toll free services like police, fire, ambulance. Licensor may declare any public utility or emergency number as toll free service from time to time. While providing access to public utility services/ emergency services/ emergency response services/ services for relief and rescue on occurrence of disaster including police, fire, etc. as defined from time to time, the Licensee shall take all measures to ensure that such calls are delivered to the designated control room of the concerned authority, as prescribed from time to time.

8. Security Conditions:

8.1 (i) Licensee shall ensure that the Base Stations, Cell Sites or Radio Transmitters, as the case may be, to provide mobile telephone services near International Border of India, wherever located and established shall be as far away from such border as

feasible and such Base Stations, Cell Sites or Radio Transmitters shall work in such a fashion that radio signal(s), emanating there from, fade out when nearing or about to cross international border and become unusable within a reasonable distance across such border. For this purpose, suitable technical infrastructure shall be installed by the Licensee.

8.1 (ii) Notwithstanding anything in condition 8.1(i) above, in the areas falling within 10 Kms of Line of Control (LOC), Line of Actual Control (LAC) and International Border between Akhnoor in J&K and Pathankot and other areas as may be notified from time to time by the Licensor, installation of Base Stations, Cell Sites or Radio transmitters or any concerned equipment and execution of the concerned project by the Licensee shall be taken up only after prior approval from local Army authorities about specific location of BTS with prior intimation to the Licensor and concerned TERM Cell in addition to requisite clearances.

8.1(iii) The Licensor, its authorized representative(s) as well as Army authorities may inspect such BTS(s) and the Licensee shall facilitate inspection of the BTS as per requisition from such authorities. During emergency, if so desired by the Licensor and / or Army, the Licensee shall shut down such BTS(s) under intimation to the Licensor/concerned TERM Cell. The order for shutting down such BTS(s) by Army must be signed by at least Commanding Officer of local Army Unit.

8.1 (iv) Periodic surprise checks may be carried out by the Licensor or its authorized representative(s) /Army and / or security agencies in order to ensure compliance of the above conditions by Licensee(s). In case, any violation is detected, stern action shall be taken according to the terms and conditions of the License Agreement, including imposition of financial penalty.

8.2 The designated person of the Central/ State Government as conveyed to the Licensor from time to time in addition to the Licensor or its nominee shall have the right to monitor the telecommunication traffic in every MSC/ Exchange/ MGC/ MG/ Routers or any other technically feasible point in the network set up by the Licensee. The Licensee should make arrangement for monitoring simultaneous calls by Government security agencies. For establishing connectivity to Centralized Monitoring System, the Licensee at its own cost shall provide appropriately dimensioned hardware and bandwidth/dark fibre upto a designated point as required by Licensor from time to time. However, the respective Government instrumentality shall bear the cost at its end hardware and leased line circuits from the MSC/ Exchange/ MGC/ MG/Router or from the designated point as the case may be, to its monitoring centre to be located as per its choice in its premises or in the premises of the Licensee. In case the security agencies intend to locate the equipment at Licensee's premises for facilitating monitoring, the Licensee should extend all support in this regard including Space and Entry of the authorized security personnel.

The Interface requirements as well as features and facilities as defined by the Licensor should be implemented by the Licensee for both data and speech. The Licensee should ensure suitable redundancy in the complete chain of Lawful Interception and Monitoring equipment for trouble free operations of monitoring of at least 480 simultaneous calls as per requirement with at least 30 simultaneous calls for each of the designated security/ law enforcement agencies. Each MSC of the Licensee in the service area shall have the capacity for provisioning of at least 3000 numbers for monitoring. Presently there are ten (10) designated security/ law enforcement agencies. The above capacity provisions and no. of designated security/ law enforcement

agencies may be amended by the Licensor separately by issuing instructions at any time.

8.3 Along with the monitored call, Call Related Information (CRI) shall be supplied in the format prescribed from time to time, which shall at least have the following records:

- (i) Called/calling party mobile/ PSTN numbers, even when subscriber is roaming.
- (ii) Time/date and duration of call.
- (iii) Location of target subscribers/coordinates and name of BTS site.
- (iv) Telephone numbers if any call-forwarding feature has been invoked by target subscriber.
- (v) Data records for failed call attempts.
- (vi) CDR (Call Data Record) of Roaming Subscriber.

The Licensor reserves the right to modify the requirement of records in respect of CRI any time.

The Licensee shall be required to provide the call data records of all the specified calls handled by the system at specified periodicity, as and when required by the security agencies in the format prescribed from time to time.

8.4 The call detail records for outgoing calls made by those subscribers making large number of outgoing calls day and night to the various telephone numbers with normally no incoming calls, should be analyzed. The service provider should run special programme, devise appropriate fraud management and prevention programme and fix threshold levels of average per day usage in minutes of the telephone connection; all telephone connections crossing the threshold of usage should be checked for bonafide use. A record of check must be maintained which may be verified by Licensor any time. The list/details of suspected subscribers should be informed to the respective TERM Cell of DoT and any other officer authorized by Licensor from time to time.

8.5 Location Details:

(i) The Licensee shall provide location details of mobile customers in the Service Area as per below mentioned accuracy and time frame (from the effective date of this license). It shall be a part of CDR in the form of longitude and latitude, besides the co-ordinate of the BTS, which is already one of the mandated fields of CDR.

Accuracy in Percentage							
Distance in Meters	Urban (More than 1 million mobiles in a municipal limit)		Sub – Urban & Rural			Remote	
	1 year	2 years	1 year*	2 years	3 years	2 years	3 years
50	30	50					
100	60	75		50	60		-
300	80	95	50	60	70	50	60
500			60	70	80	60	70

*Applicable for the state of J&K, Assam and NE region.

(ii) To start with, these details will be provided for specified mobile numbers. However, within a period of 3 years from effective date of license, location details shall be part of CDR for all mobile calls.

(iii) Depending upon the technological feasibility and development, the limits of accuracy requirement with respect to location as part of CDR can be modified by the Licensor any time in future.

(iv) In case of Licensees who have migrated to Unified License from earlier Access Service license, their obligations regarding location details, as mentioned in the above conditions 8.5(i) to 8.5(iii), with respect to the reference date of obligations shall be carried forward.

8.6 CLI Restriction (CLIR) should not be normally provided to the customers. Due verification for the reason of demanding the CLIR, must be done before provision of the facility. It shall be the responsibility of the service provider to work out appropriate guidelines to be followed by their staff members to prevent misuse of this facility. The subscribers having CLIR should be listed in a password protected website with their complete address and details so that authorized Government agencies can view or download for detection and investigation of misuse. While providing CLIR facility to subscriber, it shall be ensured that the CLI is carried from end to end on the network. However, CLIR must not be provided in case of bulk connections, call centres, telemarketing services.

(Proforma for Affidavit regarding details of calculation of "Revenue" and "License Fee")

AFFIDAVIT

I, aged about years son of Shri, resident of, do solemnly affirm and state as under:

2. That I amof (Name of the Company), LICENSEE of Service inService Area and I am duly authorized by the resolutions dated Passed by Board of Directors of the Company to furnish affidavit on behalf of(Name of the Company).
3. That in compliance of **Condition** No.. Of Schedule.....Part And **Annexure**.....of the License Agreement No. signed between the Company and the Department Of Telecommunications, for payment of License fee, a payment of Rs. (Rupees Is being made for the period to The details of calculation of 'revenue' and License fee is as per **Appendix-II** (attached).
4. That the contents in para 2 & 3 and Statement made in **Annexure** ____ are true and correct to the best of my knowledge, based on the records of the company.

Deponent.

VERIFICATION:

Verified at _____ on _____ that the contents of paragraphs 1 to 3 of this Affidavit and attached 'Statement of Revenue and License Fee' as Annexure are true and correct to the best of my knowledge, no part of it is false and nothing has been concealed therefrom.

Deponent.

Format of Auditor's Report On Statement Of Revenue And License Fee

To
The Board of Directors
.....
.....

We have examined the attached Statement of Revenue and License Fee of(the name of the operators) for the quarter(s) ending _____. We have also examined the reconciliation of the cumulative figures for the quarter(s) ending _____ appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended _____ which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is /are to be furnished to the Central Government for assessment of the License fee payable by the company to the Government, in terms of the License agreement No..... signed between the company and the Department of Telecommunications.

We report that:

1. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
2. In our view, the company has an adequate internal control system in relation to revenues which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.
3. No amounts payable in respect of sales tax, service tax or PSTN/toll/roaming charges were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following:.....
4. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/guidelines contained in the said License agreement in this behalf and gives a true and fair view of the revenue and License fee payable for the period computed on the basis of the aforesaid guidelines except for the following:

* Strike off wherever not applicable.

(SIGNATURE)

APPENDIX-II to ANNEXURE-A

Format of Statement of Revenue and License Fee
 _____ (Name and address of operator)
Access Services in _____ (Service Area)
Statement of Revenue and License Fee for the Quarter

of the financial year.....

(AMOUNT IN RUPEES)

	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)	Service tax			
(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)	Service tax			
(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)	Service tax			
(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.	Service Tax			
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</u> <u>(provide operator-wise details)</u>			
v	<u>Service Tax</u>			
vi	<u>Roaming charges</u>			
vii	<u>Service charges</u>			
viii.	<u>Charges on account of any other value added services.</u> <u>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.			
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.	Service Tax			
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</u>			

	<u>(provide operator-wise details)</u>			
v	<u>Service Tax</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.			
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.	Service Tax			
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>Service Tax</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.			
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 (all including of sales tax)			
(i)	Sale of handsets (<u>Excluding Sales Tax</u>)			
(ii)	Sale of accessories etc. (<u>Excluding Sales Tax</u>)			
(iii)	Any other income/ miscellaneous receipt from trading activity. (<u>Excluding Sales Tax</u>)			
(iv)	<u>Sales Tax</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.	Service Tax 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	Miscellaneous revenue			
AA	GROSS REVENUE OF THE Licensee COMPANY: (Add 1-11)			
BB	DEDUCT:			
1	Charges actually paid to other Service Provider(s) (Operator-wise)			
2	Roaming revenues actually paid to other CMSPs and			

	GMPCS service providers. (operator-wise)			
3	Service Tax paid to the Government			
4	Sales Tax paid to the Government			
BB	TOTAL DEDUCTIBLE REVENUE (1+2+3+4)			
CC	ADJUSTED GROSS REVENUE (AA-BB)			
	REVENUE SHARE @ ----- ----- OF ADJUSTED GROSS REVENUE			

NORMS FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS

- Accounts shall be maintained separately for each telecom service operated by the Licensee company.
- Any category of accrued revenue, the amount of which exceeds 5% of the total accrued revenue, shall be shown separately and not combined with any other item/category.
- Accrued Revenue shall indicate:
 - (a) All amounts billable for the period.
 - (b) Any billings for previous years that had been omitted from the previous years' P&L Accounts.
 - (c) Any non-refundable deposits collected from the customers/franchisees to the extent these are credited to P&L Account for the year.
- Subsidiary registers/ledgers shall be maintained for each item given above so as to enable easy verification.
- Service revenue (amount billable) shall be shown gross and details of discount/rebate indicated separately.
- Security or any other Deposits taken from the subscriber shall be shown separately, for each category, and the amount that has fallen due for refund but not yet paid also disclosed under two categories, namely:
 - Up to 45 days
 - More than 45 days.
- Service Tax billed, collected and remitted to the Government shall be shown separately.
- Sales Tax billed, collected and remitted to the Government shall be shown separately.
- Details of Income from sales of goods shall be furnished indicating the income and number of items sold under each category. Method of inventory valuation used shall also be disclosed along with computation of cost of goods sold.
- Sales shall be shown gross and details of discount/rebate allowed and of sales returns shall be shown separately.
- Income from interest and dividend shall be shown separately, without any related expenses being set-off against them on the income side of the P&L Account.
- Increase/decrease of stock shall be shown separately.
- Details of reversal of previous years' debits, if any, shall be shown component-wise, under the miscellaneous head (eg. Bad debts recovered etc.)
- Item-wise details of income that has been set off against corresponding expenditure.
- Roaming Charges shall be shown under the following heads separately;
 - (a) Roaming airtime charges collected for each external network from own (home) subscribers.
 - (b) Roaming airtime charges actually remitted to each external network.
 - (c) Roaming commission retained (Network-wise)
 - (d) Roaming commission paid (Network-wise)
 - (e) Any other variable charges collected and retained/passed on to other operators, with details.
- Total Airtime Units (Metered Units) for home and visiting subscribers and unbilled numbers (e.g. service connections) to be furnished separately.

CHAPTER-IX

INTERNET SERVICE

1. **Service Area:** The License/Authorization for Internet Service are granted for three different Categories namely Category 'A', Category 'B' and Category 'C'. The Service Area for Category 'A' authorization shall be the National Area. The Service Area for Category 'B' authorization shall be the Telecom Circle/Metro area as defined in Annexure-V. The Service Area for Category 'C' authorization shall be the Secondary Switching Area (SSA) as defined in Annexure-VII. If the Licensee desires to obtain ISP Category 'C' Authorization, under Unified License, for more than four SSAs in a Telecom Circle, the Licensee shall be required to obtain ISP Category 'B' authorization for that Service Area.

License/Authorization for Internet Service, granted for more than one Service Area (Telecom Circle/Metro/SSA), shall be administered at each Service Area level.

2. **Scope of Internet Service:** Scope of this Authorization covers the following:

2.1 (i) The Licensee may provide Internet access including IPTV. The subscriber shall have unrestricted access to all the content available on Internet except for such content which is restricted by the Licensor/designated authority under Law. The Licensee shall not offer VPN/Closed User Group services to its subscribers. The content for IPTV shall be regulated as per law in force from time to time.

(ii) The Licensee may provide Internet Telephony through Public Internet by the use of Personal Computers (PC) or IP based Customer Premises Equipment (CPE) connecting only the following:

a) PC to PC; within or outside India

b) PC / a device / Adapter conforming to TEC or International Standard in India to PSTN/PLMN abroad.

c) Any device / Adapter conforming to TEC or International Standard connected to ISP node with static IP address to similar device / Adapter; within or outside India.

Explanation: Internet Telephony is a different service in its scope, nature and kind from real time voice service as offered by other licensees like Basic Service Licensees, Cellular Mobile Telephone Service (CMTS) Licensees, Unified Access Service (UAS) Licensees, Unified Licensee (Access Service), Unified Licensee with authorization for access services.

(iii) The Internet Telephony, only as described in condition (ii) above, can be provided by the Licensee. Voice communication to and from a telephone connected to PSTN/PLMN/GMPCS and use of E.164 numbering is prohibited.

(iv) Addressing scheme for Internet Telephony shall conform to IP addressing Scheme of Internet Assigned Numbers Authority (IANA) only and the same shall not use National Numbering Scheme / plan applicable to subscribers of Basic / Cellular Telephone service. Translation of E.164 number / private number to IP address allotted to any device and vice versa, by the licensee to show compliance with IANA numbering scheme is not permitted.

(v) For carrying originating and terminating traffic of its subscribers, the licensee may establish its own transmission links within its service area. For this purpose, the Licensee may also establish 'Last Mile' linkages within the service area either on fiber optic cable or radio communication or underground copper cable. In case of radio links, procedure as mentioned in Chapter VII of this License shall be applicable.

(vi) Unified Messaging Services (UMS) within the scope of (i) to (ii) above can be provided by the Licensee.

(vii) Internet Service to any VSAT Service subscriber can be provided, if the VSAT is located within the Service area of the Licensee. For this purpose, a direct interconnection of VSAT Network Hub through leased line obtained from an authorized service provider to the Licensee's node/server shall be permitted only for the Internet traffic. The Licensee shall provide to the Licensor a monthly statement of VSAT subscribers served with their locations and details of leased line interconnection with the VSAT Hub. The VSAT Hub, however, need not be located in the service area of the Licensee.

(viii) The Licensee may provide internet service by using the Cable Network of authorized Cable Operator, as last mile linkage, subject to applicable Cable Laws (The Cable Television Networks (Regulation) Act, 1995) as modified from time to time.

(ix) Licensee may install operate and commission International Internet Gateway in the service area using satellite or submarine cable as medium after obtaining security clearance/approval from Licensor.

(x) Licensee with International internet gateway is allowed to sell international internet bandwidth to other licensed internet service providers. Provision of IPLC service is not covered under the scope of this authorization.

(xi) The Licensee may share "passive" infrastructure namely building, tower, dark fiber, duct space, Right of Way owned, established and operated by it under the scope of this Authorization with other Licensees.

2.2 All subscribers, except dial up subscribers, shall be within the service area.

3. Financial Conditions:

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

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

(i) Service Tax on provision of service and Sales Tax actually paid to the Government if gross revenue had included as component of Sales Tax and Service Tax.

(ii) Roaming revenue actually passed on to other eligible/entitled telecom service provider.

4. Network Interconnection:

4.1 The Licensee may establish direct interconnectivity with the network of other Internet Service Providers/Unified Licensee having authorization of Internet Service. The Licensee may obtain leased bandwidth from any other Licensee authorized to provide such bandwidth on lease.

4.2 The Licensee shall have no connectivity with PSTN/PLMN/GMPCS networks in the country.

4.3 Resources required for interconnecting the licensee's network to the network of upstream internet access provider licensed by the Licensor including time frame for provision of the same, will be mutually agreed between the parties concerned.

4.4 Licensees shall use IP (Internet Protocol) in conjunction with Transmission Control Protocol (TCP) and shall meet the interface requirements as prescribed by TEC / Licensor to connect with other Telecom Service Providers' network.

4.5 For provision of IPTV services, Condition no. 5 of Chapter no. VIII (Access Services) shall be applicable.

5. Provision of Service:

5.1 The Licensee shall have the right to undertake the sale, hire purchase, lease or renting of the subscriber fixed / mobile terminals / CPE. Proper usage of terminal/CPE at subscriber's premises shall be as per agreement between the Licensee and subscriber.

5.2 For the purpose of providing the Service, the Licensee shall install its own suitable equipment so as to be compatible with the other eligible licensed service providers' equipment and connect the same directly or through any of the authorized licensed service provider to Internet Gateway for routing International Internet Traffic.

5.3 The Licensee, having DTH service License from Ministry of Information and Broadcasting, shall be permitted to allow customers for downloading internet data through DTH after obtaining necessary permission from the Licensor. However, to provide bidirectional Internet services through DTH, the Licensee shall be required to have VSAT Service authorization.

5.4 It will be the responsibility of the Licensee to obtain IP addresses, domain name etc. from competent authority.

5.5 In case the Licensee provides the Internet Access using de-licensed frequency band, the licensee shall adhere to the prevailing directions/instructions and shall also abide by further directions / instructions as may be issued by Licensor from time to time in this regard.

6. Requirement to furnish information:

6.1 The licensee shall provide to the licensor, a quarterly report indicating the details of ISP Nodes or Points of Presence with their locations and number of broadband / leased / dial up subscribers. In case new nodes are to be installed, one month prior notice is required to be given to the licensor.

6.2 The licensee shall provide to the licensor on regular basis the volume of internet telephony traffic flowing through its network.

6.3 In case, the Licensee has authorization for both Access Service and Internet Service in a common geographical area, the Licensee shall declare to the Licensor, prior to commencement of service, the Service authorization (namely Access Service or Internet Service authorization) under which the internet services are to be provided.

7. Security Conditions:

7.1 The Licensee shall maintain CDR/IPDR for Internet including Internet Telephony Service for a minimum period of one year. Parameters of IPDR shall be maintained as per the directions/instructions issued by the Licensor from time to time.

7.2 The Licensee shall maintain log-in/log-out details of all subscribers for services provided such as internet access, e-mail, Internet Telephony, IPTV etc. These logs shall be maintained for a minimum period of one year.

7.3 For the purpose of interception and monitoring of traffic, the copies of all the packets originating from / terminating into the Customer Premises Equipment (CPE) shall be made available to the Licensor/Security Agencies.

7.3 The list of Internet Lease Line (ILL) customers is to be placed on a password protected website in the following Performa:-

Name of Subscriber	IP address allotted	Bandwidth provided	Address of Installation	Date of Installation/ Commissioning	Contact person with Phone /e-mail

The Licensee shall advice its ILL customers to maintain the usage of IP addresses/Network Address Translation (NAT) syslog, in case of multiple users on the same ILL, for a minimum period of one year. The Licensee shall ensure compliance of the above requirement by taking periodic feedback from the ILL customers or shall take any other measures as necessary for compliance of this requirement. In case, the Licensee finds that ILL customer is non-compliant to the above requirement, the Licensee shall withdraw the service.

7.4 The login ID/ Password shall be provided to concerned DDG (TERM) of DoT. Online updation of ILL customers' data by Licensees should be done. This information shall be accessible to authorized Government agencies.

7.5 Periodical inspections are to be carried out at the premises of ILL customers to check possible misuse and possible interconnection of Internet leased line with PSTN, PLMN, GMPCS network. First inspection at the premises of the customer must be done within 15 days of commissioning of Internet leased line.

7.6 A record of complete network diagram of set up at each of the ILL customer premises along with details of connectivity shall be available at the site. All details of other communications links (PSTN, NLD, ILD, WLL, GSM, other ISP etc.) and reasons for taking the link by the customer to be recorded before activation of the link. The same shall also be readily available for inspection at the respective premises of all ILL customers.

7.8 An agreement shall be executed with each ILL customer which clearly mentions the activities that are prohibited.

7.9 Licensee shall ensure that an entity, requesting ILL connection to use it for provision of Internet services to its (entity's) customers, should have a valid authorization for Internet Service.

7.10 All the terms and conditions related to ILL under this authorization shall also apply to the Internet Service provided through VSAT.

7.11 In case Licensee detects the misuse of Internet Leased Line, the Licensee shall take immediate action to disconnect the service to this subscriber and file an FIR against the subscriber. The Licensee shall intimate the Licensor of such misuse within 24 hours of detection of the same. In case such a misuse is detected by the Licensor, the onus shall lie on the Licensee to prove that it had not connived in the misuse by its ILL subscriber and has taken all the above mentioned steps to check the misuse of ILL. Wherever it is found that the Licensee has itself been involved in/abetted the misuse of ILL, it shall be construed as breach of terms and conditions of the license agreement.

7.12 In the interest of national security or public interest, the Licensee shall block Internet sites/Uniform Resource Locators (URLs)/Uniform Resource Identifiers (URIs) and / or individual subscribers, as identified and directed by the Licensor from time to time.

7.13 The traffic of Internet nodes on places of security importance would be routed as per directions issued from time to time by Licensor. Interconnection of these nodes to other nodes within the country directly is not permitted.

8. Monitoring Facilities:

8.1.1 Lawful Interception and Monitoring (LIM) systems of requisite capacities are to be set up by LICENSEES for Internet traffic including Internet telephony traffic through their Internet gateways and /or Internet nodes at their own cost, as per the requirement of the security agencies/Licensor prescribed from time to time. The cost of maintenance of the monitoring equipment and infrastructure at the monitoring centre located at the premises of the licensee shall be borne by the Licensee.

8.1.2 In case the Licensee obtains Access spectrum for providing Internet Service / Broadband Wireless Access using the Access Spectrum, the Licensee shall install the required Lawful Interception and Monitoring systems of requisite capacities prior to commencement of service.

8.2 The Licensee, while providing downstream Internet bandwidth to an Internet Service provider should ensure that all the traffic of downstream ISP passing through the Licensee's network can be monitored in the network of the Licensee.

8.3 However, for nodes of Licensee having upstream bandwidth from multiple service providers, the Licensee may be mandated to install LIM/LIS at these nodes, as per the requirement of security agencies. In such cases, upstream service providers may not be required to monitor this bandwidth.

8.4 In case the Licensee has multiple nodes/points of presence and has capability to monitor the traffic in all the Routers/switches from a central location, the Licensor may accept to monitor the traffic from the said central monitoring location, provided that the Licensee is able to demonstrate to the Licensor/Security Agencies that all routers / switches are accessible from the central monitoring location. Moreover, the Licensee would have to inform the Licensor of every change that takes place in their topology /configuration, and ensure that such change does not make any routers/switches inaccessible from the central monitoring location. Further, on making any such change in the network, Licensee shall demonstrate, if so required by the Licensor, compliance to the above conditions and the decision of Licensor in this regard shall be final.

8.5 Office space of 10 feet x 10 feet with adequate and uninterrupted power supply and air-conditioning which will be physically secured and accessible only to the monitoring agencies shall be provided by the Licensee at each Internet Gateway location at its cost.

Annexure-A

(Performa for Affidavit regarding details of calculation of "Revenue" and "License Fee")

AFFIDAVIT

I, aged about years son of Shri, resident of, do solemnly affirm and state as under:

2. That I amof (Name of the Company), Licensee of Service inService Area and I am duly authorised by the resolutions dated passed by Board of Directors of the Company to furnish affidavit on behalf of(Name of the Company).

3. That in compliance of Condition No.. Of Schedule.....Part the License Agreement No. signed between the Company and the Department Of Telecommunications, for payment of License fee, a payment of Rs. (Rupees is being made for the period to The details of calculation of 'revenue' and License fee is as per Appendix-II (attached).

4. That the contents in para 2 & 3 and Statement made in Annexure ____ are true and correct to the best of my knowledge, based on the records of the company.

Deponent.

Verification:

Verified at _____ on _____ that the contents of paragraphs 1 to 3 of this Affidavit and attached 'Statement of Revenue and License Fee' as Annexure are true and correct to the best of my knowledge, no part of it is false and nothing has been concealed therefrom.

Deponent.

(Format of Auditor's Report on Statement of Revenue And License Fee)

To
The Board of Directors

.....
.....

We have examined the attached Statement of Revenue and License Fee of(the name of the operators) for the quarter(s) ending _____. We have also examined the reconciliation of the cumulative figures for the quarter(s) ending _____ appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended _____ which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is /are to be furnished to the Central Government for assessment of the License fee payable by the company to the Government, in terms of the License agreement No..... signed between the company and the Department of Telecommunications.

We report that:

1. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
2. In our view, the company has an adequate internal control system in relation to revenues which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.
3. No amounts payable in respect of sales tax, service tax were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following:.....
4. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/guidelines contained in the said License agreement in this behalf and gives a true and fair view of the revenue and License fee payable for the period computed on the basis of the aforesaid guidelines except for the following:

* Strike off wherever not applicable.

(Signature)

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

of the financial year.....

(AMOUNT IN RUPEES)

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

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

	earned.			
iv	Roaming revenue on account of visiting subscribers from other networks.			
V	Service Tax if not included above.			
vi	Any other income/miscellaneous receipt from roaming			
9	Revenue from IPTV Services			
10	Revenue from other Operators on account of provisioning of interconnection			
11	Miscellaneous Revenue			
AA	GROSS REVENUE OF THE Licensee COMPANY :(Add 1-11)			
	.			
B	DEDUCT:			
1	Revenue from Pure Internet Service			
2	Service Tax paid to the Government			
3	Sales Tax paid to the Government			
4.	Roaming revenue actually passed on to other eligible/entitled telecom service provider.			
BB	TOTAL DEDUCTIBLE REVENUE (1+2+3+4)			
CC	ADJUSTED GROSS REVENUE (AA-BB)			
	REVENUE SHARE @ ----- OF ADJUSTED GROSS REVENUE			

NORMS FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS

- Accounts shall be maintained separately for each telecom service operated by the Licensee Company.
- Any category of accrued revenue, the amount of which exceeds 5% of the total accrued revenue, shall be shown separately and not combined with any other item/category.
- Accrued Revenue shall indicate:
 - (a) All amounts billable for the period.
 - (b) Any billings for previous years that had been omitted from the previous years' P&L Accounts.
 - (c) Any non-refundable deposits collected from the customers/franchisees to the extent these are credited to P&L Account for the year.
- Subsidiary registers/ledgers shall be maintained for each item given above so as to enable easy verification.
- Service revenue (amount billable) shall be shown gross and details of discount/rebate indicated separately.
- Security or any other Deposits taken from the subscriber shall be shown separately, for each category, and the amount that has fallen due for refund but not yet paid also disclosed under two categories, namely:
 - Up to 45 days
 - More than 45 days.
- Service Tax billed, collected and remitted to the Government shall be shown separately.
- Sales Tax billed, collected and remitted to the Government shall be shown separately.
- Details of Income from sales of goods shall be furnished indicating the income and number of items sold under each category. Method of inventory valuation used shall also be disclosed along with computation of cost of goods sold.
- Sales shall be shown gross and details of discount/rebate allowed and of sales returns shall be shown separately.
- Income from interest and dividend shall be shown separately, without any related expenses being set-off against them on the income side of the P&L Account.
- Increase/decrease of stock shall be shown separately.
- Details of reversal of previous years' debits, if any, shall be shown component-wise, under the miscellaneous head (eg. Bad debts recovered etc.)
- Item-wise details of income that has been set off against corresponding expenditure.

CHAPTER-X

NATIONAL LONG DISTANCE SERVICE

1. **Service Area:** The Service Area for the National Long Distance Service shall be at National Level.

2. **Scope of the NLD Service:** Scope of this Authorization covers the following:

2.1 (a) The NLD Service Licensee shall have the right to carry inter-circle switched bearer telecommunication traffic over its national long distance network. The Licensee may also carry intra-circle switched traffic where such carriage is with mutual agreement with originating access service provider.

(b) The Licensee can also, in respect of Basic Service, make mutually agreed arrangements with the concerned Service Providers for picking up, carriage and delivery of the traffic from different legs between Long Distance Charging Center (LDCC) and Short Distance Charging Centers (SDCCs).

(c) In the case of Cellular Mobile Telephone Service traffic, the inter-circle traffic shall be handed/taken over at the Point of Presence (POP) situated in LDCA at the location of Level I TAX in originating/terminating service area. For West Bengal, Himachal Pradesh and Jammu & Kashmir such locations shall be Asansol, Shimla & Jammu respectively.

(d) The Licensee can provide Leased Circuit / Virtual Private Network (VPN) Services.

(e) Further, only for provision of Leased Circuits/Close User Groups (CUGs) on leased circuits and for provision of national long distance voice service through Calling Cards, falling within the scope of, and, in accordance with clauses 2.1 (a) and 2.1(b) above, the Licensee can access the subscribers directly. While providing the domestic leased circuits, the Licensee shall be required to make own suitable arrangements for leased circuits /agreements with the Access Providers for last mile. Public network is not to be connected with leased circuits/CUGs.

2.2(i) The Licensee can provide bandwidth to other telecom service licensee also.

2.2(ii) The Licensee may share “passive” infrastructure namely building, tower, dark fiber, duct space, Right of Way owned, established and operated by it under the scope of this Authorization with other Licensees.

2.3(i) Access to the subscribers for provision of National Long Distance voice services (excluding message services) through Calling Cards shall be strictly within the scope of and in accordance with clauses 1.1(a) to 1.1(d) above. Provision of other Intelligent Network based services (except Intelligent Network service for operation of Calling Cards) such as tele-voting and toll-free services is not allowed to Licensee. Provision of Value Added Services such as SMS/ MMS, ringtones etc. through calling cards is also not allowed.

2.3(ii) The charges and sharing of revenues for the service features, network architecture and resources used for providing NLD voice services through calling cards

shall be such as are mutually agreed between the service providers within the framework of and in accordance with regulations, directions, orders or instructions as may be issued from time to time by TRAI and directions, orders or instructions as may be issued from time to time by the Licensor.

2.3(iii) The licensee shall clearly indicate to the subscriber the specifications of the service to be offered through Calling Cards at the time of entering into contract with such subscriber.

3. Financial Conditions:

3.1 Gross Revenue & Adjusted Gross Revenue

‘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. Service tax and sales tax collected and passed on to the Government(s) from customers of the Licensee shall not form a part of the Revenue.

4. Network Interconnection:

4.1 The licensee, who has authorization for International Long Distance, National Long Distance, Access services, may have only one Switch to provide the ILD, NLD and Access services. Separate accounts of all the services are to be maintained by duly apportioning the costs amongst the various services. However, the Access Service through the said Switch may be provided only if the Licensee has the Access Service authorization for the Service Area in which the switch is located. For this purpose, Media Gateway or its equivalent shall be considered as Switch for which MGC/Soft Switch can be installed anywhere in the country. Separate TAX and Gateway switch is not mandatory. The Licensee may deploy circuit switched or managed Packet Switched network to engineer its NLD networks.

4.2 For provision of National Long Distance voice services through Calling Cards, the terms and conditions of interconnection shall be as mutually agreed between the service providers within the framework of and in accordance with regulations, directions, orders or instructions as may be issued from time to time by TRAI and directions, orders or instructions as may be issued from time to time by the Licensor.

4.3 It shall be mandatory for Basic Service Providers, Cellular Mobile Service Providers, Access Service Providers, UL(AS) and Unified Licensee (with authorization of Access Service) to provide interconnection to NLD service providers. Further, the Licensor may direct the Licensee to implement the process whereby the subscribers could have a free choice to make international long distance calls through ILD Operator.

5. Security Conditions:

5.1 The Licensee shall ensure that the Leased circuits are regularly checked for their bonafide use and to detect any misuse.

5.2 The requisite monitoring facilities shall be provided by the Licensee as per requirement of Licensor. The details of leased circuit provided by the Licensee shall be provided monthly to security agencies &DDG(TERM) of the Licensed Service Area (LSA) where the licensee has its registered office.

5.3 The Licensee shall transit the CLI as received from the Access/ILD operators.

Annexure-A

(Proforma for Affidavit regarding details of calculation of “Revenue” and “License Fee”)

AFFIDAVIT

I, aged about years son of Shri, resident of, do solemnly affirm and state as under:

1. That I amof (Name of the Company), Licensee of Service inService Area and I am duly authorised by the resolutions dated passed by Board of Directors of the Company to furnish affidavit on behalf of(Name of the Company).
2. That in compliance of condition No.. of Schedule.....Chapter and Annexure.....of the License Agreement No. signed between the Company and the Department Of Telecommunications, for payment of License fee, a payment of Rs. (Rupees is being made for the period to The details of calculation of ‘revenue’ and License fee is as per Annexure (attached).
3. That the contents in para 1 & 2 and Annexure – A are true and correct to the best of my knowledge, based on the records of the company.

Deponent.

VERIFICATION

Verified at on that the contents of paragraphs 1 to 3 of the affidavit and Annexure- A are true and correct to my knowledge, no part of it is false and nothing has been concealed therefrom.

Deponent.

Format Of Auditor's Report On Statement Of Revenue And License Fee

To
The Board of Directors

.....
.....

We have examined the attached Statement of Revenue and License Fee of _____ (the name of the operators) for the quarter(s) ending _____. We have also examined the reconciliation of the cumulative figures for the quarter(s) ending _____ appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended _____ which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is / are to be furnished to the Central Government for assessment of the License fee payable by the company to the Government, in terms of the License Agreement No _____ signed between the company and the Department of Telecommunications. We report that:

1. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
2. In our view, the company has an adequate internal control system in relation to revenues which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.
3. No amounts payable in respect of sales tax, service tax or PSTN/toll/roaming charges were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following: _____
4. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/guidelines contained in the said License agreement in this behalf and gives a true and fair view of the revenue and License fee payable for the period computed on the basis of the aforesaid guidelines except for the following:

* Strike off wherever not applicable.

Format of Statement of Revenue and License Fee

_____(Name and address of operator)

NATIONAL LONG DISTANCE SERVICE

Statement of Revenue and License Fee for the Quarter

.....
of the financial year.....
(AMOUNT IN RUPEES)

S.N	PARTICULARS	ACTUALS FOR THE PREVIOUS QUARTER	ESTIMATED FOR THE CURRENT QUARTER	CUMULATI VE UPTO THE PREVIOUS QUARTER
1.	Revenue from Services:			
i.	Revenue from provisioning of NLD service as defined in clause 2 of schedule -I of the License agreement			
ii.	Revenue from supplementary/value added services.			
iii.	Service Tax			
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)	Service Tax			
(iv)	Sales Tax			
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.	Miscellaneous revenue.			

AA	GROSS REVENUE OF THE Licensee COMPANY:			
	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.			
1(a)	Revenue of pass thru nature actually passed on to other telecom service providers for usage of Calling cards at the originating point (Operator-wise detail)			
1(b)	Revenue of pass thru nature actually passed on to other telecom service providers for usage of Calling Cards at the terminating Point (operator-wise detail)			
2.	Service Tax paid to the Government.			
BB	TOTAL DEDUCTIBLE REVENUE			
CC	ADJUSTED GROSS REVENUE: (AA – BB)			
	REVENUE SHARE @.....OF ADJUSTED GROSS REVENUE:			

NORMS FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS

- Accounts shall be maintained separately for each telecom service operated by the Licensee company.
- Any category of accrued revenue, the amount of which exceeds 5% of the total accrued revenue, shall be shown separately and not combined with any other item/category.
- Accrued Revenue shall indicate:
 - (a) All amounts billable for the period.
 - (b) Any billings for previous years that had been omitted from the previous years' P&L Accounts.
 - (c) Any non-refundable deposits collected from the customers/franchisees to the extent these are credited to P&L Account for the year.
- Subsidiary registers/ledgers shall be maintained for each item given above so as to enable easy verification.
- Service revenue (amount billable) shall be shown gross and details of discount/rebate indicated separately.
- Security or any other Deposits taken from the subscriber shall be shown separately, for each category, and the amount that has fallen due for refund but not yet paid also disclosed under two categories, namely:
 - Up to 45 days
 - More than 45 days.
- Service Tax billed, collected and remitted to the Government shall be shown separately.
- Sales Tax billed, collected and remitted to the Government shall be shown separately.
- Details of Income from sales of goods shall be furnished indicating the income and number of items sold under each category. Method of inventory valuation used shall also be disclosed along with computation of cost of goods sold.
- Sales shall be shown gross and details of discount/rebate allowed and of sales returns shall be shown separately.
- Income from interest and dividend shall be shown separately, without any related expenses being set-off against them on the income side of the P&L Account.
- Increase/decrease of stock shall be shown separately.
- Details of reversal of previous years' debits, if any, shall be shown component-wise, under the miscellaneous head (e.g. Bad debts recovered etc.)
- Item-wise details of income that has been set off against corresponding expenditure.

CHAPTER-XI

INTERNATIONAL LONG DISTANCE SERVICE

1. **Service Area:** The Service Area for the International Long Distance Service shall be at National Level.

2. **Scope of ILD Service:** Scope of this Authorization covers the following:

2.1 The ILD Service Licensee shall have the right to carry switched bearer telecommunication traffic over international long distance network for providing International connectivity to the Network operated by foreign carriers.

2.2 The Licensee shall have full flexibility to offer all types of bearer services. The Licensee will provide bearer services so that end-to-end tele-services such as voice, data, fax, video, multi-media etc. can be provided by Access Providers to the customers.

2.3 The Licensee may offer international bandwidth on lease to other eligible licensees who are permitted to have international connectivity under their license. The Licensee shall not access the subscribers directly, except for provision of International Private Leased Circuits/CUG network. The domestic leg of the IPLC shall be through NLD service provider or Access Service Provider or both as the case may be for which the Licensee may enter into an arrangement with them. Public network is not to be connected with leased circuits/CUGs.

2.4(i) The Licensee may provide international bandwidth on lease to Resellers who are issued license for 'Resale of IPLC' under Section 4 of Indian Telegraph Act, 1885.

2.4(ii) The Licensee may share "passive" infrastructure namely building, tower, dark fiber, duct space, Right of Way owned, established and operated by it under the scope of this Authorization with other Licensees.

2.5(i) Further, the Licensee may also access the subscribers directly for provision of international long distance voice service only through calling cards.

(ii) The charges and sharing of revenues for the service features, network architecture and resources used for providing ILD voice services through calling cards shall be such as are mutually agreed between the service providers within the framework of and in accordance with regulations/directions/orders/ instructions that may be issued from time to time by TRAI/Licensor.

(iii) The licensee shall clearly indicate to the subscriber the specifications of the service to be offered through Calling Cards at the time of entering into contract with such subscriber.

2.6 The Licensee may establish Cable Landing Station (CLS) for submarine cable with prior permission of Licensor for which a separate application is to be submitted in the prescribed proforma. Access/ Co-location at the CLS shall be governed by the orders/regulations/directions issued by Licensor/ TRAI from time to time.

2.7 Equal access to bottleneck facilities at the Cable Landing Stations (CLS) including landing facilities for submarine cables for licensed operators on the basis of non-discrimination shall be mandatory. The terms and conditions for such access provision and the charges for such access provision shall be governed by the regulations/ orders as may be made by the Licensor/TRAI from time to time.

3. Financial Conditions:

3.1 Gross Revenue:

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.

3.2 Adjusted Gross Revenue:

Adjusted Gross Revenue for the purpose of levying License Fee as a percentage of revenue shall mean the Gross Revenue as reduced by:

Call charges (access charges) actually paid to other telecom service providers for carriage of calls; service tax for provision of service and sales tax actually paid to the Government, if gross revenue had included the component of service tax.

4. Technical Conditions:

4.1 For providing International Long Distance services, the Licensee shall establish its own International Long Distance (ILD) Gateway station, along with requisite security monitoring equipment. The ILD Gateway station shall be set up only after getting the permission or clearance from the Licensor. Commencement of International telecom services shall be permitted only after establishment of ILD Gateway with requisite monitoring facility to the satisfaction of Licensor.

4.2 The Licensee may deploy circuit switched or managed IP network to engineer their ILD networks. The quality of service parameters shall be as prescribed by Licensor or TRAI from time to time. The Licensee may engineer lower than toll quality network provided that such service is offered through calling card or carrier selection. The toll quality will mean a Mean Opinion Score (MOS) of 4 or above in a scale of 1-5.

4.3 The subscriber should be fully made aware of lower than toll quality network as well as lower tariff for the same. A separate code, allotted by Licensor, will have to be offered by the operator for such service.

4.4 The engineered network shall conform to the applicable international and national standards. The measurement of voice quality both by objective as well as subjective methods shall be as defined from time to time.

5. Network Interconnection:

5.1 International Long Distance traffic should be routed through network of NLD service providers, to the ILD service providers gateways for onward transmission to international networks. However, the access provider shall not refuse to interconnect with the Licensee directly in situations where POP of ILD service licensee and Switches of Access Provider's (GMSC/ Transit Switch) are located at the same station which is a designated Level -I TAX location.

5.2 Further, the Licensor may direct the Licensee to implement the process whereby the subscribers could have a free choice to make international long distance calls through any Licensee having authorization for access service / NLD Service.

5.3 The licensee, who has authorization for International Long Distance, National Long Distance, Access services, may have only one Switch to provide the ILD, NLD and Access services. Separate accounts of all the services are to be maintained by duly apportioning the costs amongst the various services. However, the Access Service through the said Switch may be provided only if the License has the Access Service authorization for the Service Area in which the switch is located. For this purpose, Media Gateway or its equivalent shall be considered as switch. Separate TAX and Gateway switch is not mandatory.

5.4 While entering into an agreement/arrangement with Foreign Carriers, for provision of end-to-end ILD services including IPLC service, the Licensee shall ensure that the Foreign Carrier does not acquire customers in India and does not raise bills/collect revenue to/from any user of the ILD services in India.

6. Security Conditions:

6.1 For providing International Long Distance (ILD) services, the ILD Gateway station, along with requisite security monitoring equipment, shall be set up only after getting the permission or clearance from the Licensor.

6.2 ILD Gateway station (Transmission & Switching Centre) will not be set up in security sensitive areas. The security sensitive areas would be identified from time to time. As on date the security sensitive areas are Punjab, J&K, North Eastern States, border areas of Rajasthan, Andaman & Nicobar Islands and coastal areas of Gujarat and Tamilnadu (excluding Chennai).

6.3 Office space of 20'x20' with adequate and uninterrupted power supply and air-conditioning which will be physically secured and accessible only to the personnel authorized by the Licensor shall be provided by the Licensee at each Gateway location free of cost. The cost of monitoring equipment shall be borne by the Licensee.

6.4 The installation of the monitoring equipment at the ILD Gateway Station is to be done by the licensee. After installation of the monitoring equipment, the Licensee shall get the same inspected by monitoring /security agencies. The permission to operate/commission the gateway will be given only after this.

6.5 The Licensee shall transit the CLI as received from the foreign callers. In case CLI is not received from the distant end (foreign party) then the ILD operator in the country shall introduce his assigned two-digit carrier identification code followed by the country code from where the call is received. In no case, the call shall be offered to BSO / CMTS / UASL /UL(AS)/UL (with access service authorization) Licensee without any CLI. This is to identify the origin of call and ILD operator handling the call.

6.6 The designated person of the Central/ State Government as conveyed to the Licensor from time to time in addition to the Licensor or its nominee shall have the right to monitor the telecommunication traffic in every ILD Gateway / Routers or any other technically feasible point in the network set up by the Licensee. The Licensee should make arrangement for monitoring simultaneous calls by Government security agencies. For establishing connectivity to Centralized Monitoring System, the Licensee at its own cost shall provide appropriately dimensioned hardware and bandwidth/dark fibre upto a designated point as required by Licensor from time to time. However, the respective Government instrumentality shall bear the cost at its end hardware and leased line circuits from the Gateway/ Exchange/ MGC/ MG or from the designated point as the case may be, to its monitoring centre to be located as per its choice in its premises or in the premises of the Licensee. In case the security agencies intend to locate the equipment at Licensee's premises for facilitating monitoring, the Licensee should extend all support in this regard including Space and Entry of the authorized security personnel. The Interface requirements as well as features and facilities as defined by the Licensor should be implemented by the Licensee for both data and speech.

Presently, the Licensee should ensure suitable redundancy in the complete chain of Monitoring equipment for trouble free operations of monitoring of at least 480 simultaneous calls as per requirement with at least 30 simultaneous calls for each of the designated security/ law enforcement agencies. Each ILD Gateway of the Licensee shall have the capacity for provisioning of at least 5000 numbers for monitoring. Presently there are ten (10) designated security/ law enforcement agencies. The above capacity provisions and no. of designated security/ law enforcement agencies may be amended by the Licensor separately by issuing instructions at any time.

6.7 The Licensee shall be required to provide the call data records of all the specified calls handled by the system at specified periodicity, as and when required by the security agencies in the format prescribed from time to time.

AFFIDAVIT

I Aged about Years son of
Shri resident of
..... do solemnly affirm and
state as under:

1. That I am of
(Name of the Company), Licensee of Service and I
am duly authorized by the resolutions dated passed by
Board of Directors of the Company to furnish affidavit on behalf of
..... (Name of the Company).

2. That in compliance of condition No. .. of schedule
..... Chapter and ANNEXURE of the LICENSE
AGREEMENT No. signed between the
Company and the Department of Telecommunications, for payment of License
Fee, a payment of Rs (Rupees)is being made
for the period to ..

3. The details of calculation of 'revenue' and License Fee is as per
ANNEXURE (attached).

That the contents in para 1 & 2 and ANNEXURE are true and correct to the
best of my knowledge, based on the records of the company.

Deponent

VERIFICATION

Verified aton that
the contents of paragraphs 1 to 3 of the affidavit and ANNEXURE are true and
correct to my knowledge, no part of it is false and nothing has been concealed
herefrom.

Deponent

Appendix-I to Annexure- A

Format of AUDITOR's Report on State of Revenue and License Fee

To

The Board of Directors,

.....

.....

We have examined the attached Statement of Revenue and License Fee of (the name of the OPERATORS) for the quarter(s) ending We have also examined the reconciliation of the cumulative figures for the quarter(s) ending appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is / are to be furnished to the Central Government for assessment of the License Fee payable by the company to the Government, in terms of the License AGREEMENT No. signed between the company and the Department of Telecommunications. We report that:

We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit.

In our view, the company has an adequate internal control system in relation to revenues which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.

No amounts payable in respect of sales tax, service tax or PSTN/ toll/roaming charges were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following :

.....

In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/ guidelines contained in the said LICENSE AGREEMENT in this behalf and gives a true and fair view of the revenue and License Fee payable for the period computed on the basis of the aforesaid guidelines except for the following:

* Strike off wherever not applicable.

Appendix-II to Annexure-A

Format of Statement of Revenue and License Fee
----- (Name and address of OPERATOR)
International Long Distance Service
Statement of revenue and License Fee for the Quarter -----
Of 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 thru revenue for usage of other networks (give OPERATOR-wise details)		
(iv)	Service tax		
(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)	Service Tax		
(d)	Sales Tax		
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	Miscellaneous revenue		
AA	GROSS REVENUE OF THE Licensee COMPANY: (Add 1- 9)		
B	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 thru nature actually passed on to other telecom service providers for usage of Calling cards at the originating point (operator- wise details)		
1(b)	Revenue of pass thru nature actually passed on to other telecom service providers for usage of Calling cards at the terminating point (operator-		

	wise detail)		
2	Service Tax paid to the Government		
3	Sales Tax paid to the Government		
BB	TOTAL DEDUCTIBLE REVENUE (1-3B)		
CC	ADJUSTED GROSS REVENUE (AA-BB)		
	REVENUE SHARE @ ----- ----- OF ADJUSTED GROSS REVENUE		

Annexure – B

NORMS FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS

Accounts shall be maintained separately for each telecom service operated by the Licensee company.

Any category of accrued revenue, the amount of which exceeds 5% of the total accrued revenue, shall be shown separately and not combined with any other item/ category.

Accrued revenue shall indicate:

All amounts billable for the period

Any billings for previous years that had been omitted from the previous years' P&L Accounts.

Any non-refundable deposits collected from the Customers/ franchisees to the extent these are credited to P&L Account for the year.

Subsidiary registers/ ledgers shall be maintained for each item given above so also enable easy verification.

Service revenue (amount billable) shall be shown gross and details of discount/rebate indicated separately.

Security or any other deposits taken from the subscribers shall be shown separately, for each category, and the amount that has fallen due for refund but not yet paid also disclosed under two categories, namely:

Up to 45 days

More than 45 days

Service Tax billed, collected and remitted to the Government shall be shown separately.

Sales Tax billed, collected and remitted to the Government shall be shown separately.

Details of Income from sales of goods shall be furnished indicating the income and number of items sold under each category. Method of inventory valuation used shall also be disclosed along with computation of cost of goods sold.

Sales shall be shown gross and details of discount/ rebate allowed and of sales returns shall be shown separately.

Income from interest and dividend shall be shown separately, without any related expenses being set-off against them on the income side of the P&L Account.

Increase / decrease of stock shall be shown separately.

Details of reversal of previous years' debits, if any, shall be shown component-wise, under the miscellaneous head. (e.g. Bad debts recovered etc.)

Item-wise details of income that has been set off against corresponding expenditure.

CHAPTER-XII

GLOBAL MOBILE PERSONAL COMMUNICATION BY SATELLITE SERVICE

1. **Service Area:** The Service Area for Global Mobile Personal Communication by Satellite (GMPCS) Service shall be at National Level.

2. **Scope of the GMPCS Service:** Scope of this Authorization covers the following:

2.1 The licensee may provide, in its area of operation, all types of mobile services including voice and non-voice messages, data services by establishing GMPCS Gateway utilizing any type of network equipment including circuit and/or packet switches.

2.2 The Licensee shall establish Land Earth Station Gateway in India for the purpose of providing Global Mobile Personal Communication by Satellite (GMPCS) Service. GMPCS Service may be provided using one or more Satellite Systems provided that the Land Earth Station Gateway Switch is established separately in India for each Satellite System.

3. **Financial Conditions:**

3.1 **Gross Revenue:**

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, revenue from permissible sharing of infrastructure and any other miscellaneous revenue, without any set-off for related item of expense, etc.

3.2 **Adjusted Gross Revenue**

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:

- (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 telecom service providers, and
- (iii) Service Tax on provision of service and Sales Tax actually paid to the Government; if gross revenue had included the component of Service Tax.

4. Technical Conditions:

4.1 The Licensee shall disclose complete details on terms and conditions of the contracts/licenses entered into with its parent/associate company and/or space-segment/satellite-system owner/operator including those contained in contracts/licenses issued by the Governments/Authorities of the country where the parent/associate company is registered and/or carries on its business prior to grant of license and before security clearance for the service in India. The information so furnished to the Licensor along with authenticated copies of all such contracts/licenses shall be certified to be true and correct to the best knowledge of the licensee. The information shall be regularly updated, as and when any changes occur, during the validity of the license.

4.2 The Subscriber Terminals shall conform to Condition No. 31.3 of Chapter V and the security requirements of Indian Government as prescribed from time to time.

4.3 Direct interconnectivity between licensed GMPCS Operator and any other Telecom service provider is permitted for the purpose of only terminating traffic of each other. Intimation shall have to be given to the Licensor within 15 Calendar days of establishing such direct interconnectivity. Such interconnection shall be as per mutual agreement between the service providers. The interconnection shall have to be withdrawn in case of revocation of the respective licensed network of other Telecom service providers within one hour or within such time as directed by the Licensor in writing, after receiving intimation from the Licensor in this regard.

4.4 The Licensee shall provide independently or through mutually agreed commercial arrangements with other Telecom Service Providers all public utility services as well as emergency services including TOLL FREE services like police, fire, ambulance. Licensor may declare any public utility or emergency number as TOLL FREE service from time to time. While providing access to public utility/emergency services/emergency response services/services during disaster including police, fire, etc. as defined from time to time, it shall be ensured that such calls shall be delivered to the designated control room of the concerned authority, as prescribed from time to time.

5. Roll out Obligation:

5.1 The Land Earth Station Gateway Switch for provision of GMPCS Service must be commissioned within 12 months from the date of frequency allotment by WPC. The Licensee shall approach WPC for frequency allotment within 1 month of date of allocation of transponder bandwidth in the concerned Satellite System.

5.2 For the purpose of verification of the commissioning of the applicable system, Licensee shall register with the Network Operations Control Centre (NOCC) of DoT, as per the prescribed procedure and payment of prescribed charges.

5.3 Date of registration by NOCC is to be treated as date of commissioning in case of successful testing as per test schedule prescribed by NOCC/Licensors. If the testing fails, then the Licensee shall re-register with the NOCC after necessary corrections and in that case, Date of re-registration by NOCC shall be treated as date of meeting the roll-out obligation subject to successful testing.

5.4 The time period for roll out of network as per the rollout obligations mentioned above shall be deemed as the essence of the License Agreement and the network must be rolled out not later than such specified time period(s). No extension in prescribed due date will be granted. If the network is rolled out after the expiry of the due date, such delay in rollout of network will entail recovery of Liquidated Damages (LD) under this Condition. Provided further that if the rollout of the network is effected within 15 calendar days of the expiry of the due date then the Licensors shall accept the rollout of network without levy of LD charges.

5.5 At present, minimum 60 calendar days duration is prescribed for grant of SACFA clearance. While examining the compliance of rollout obligations, the delay in grant of the SACFA clearance beyond the above mentioned prescribed duration shall be excluded from the duration set for rollout. For the purpose of calculating the delay in grant of SACFA clearance of Land Earth Station Gateway site, the date of 'WPC acceptance number' for SACFA clearance application would be treated as the 'start date' and the date on which the SACFA clearance is granted in the online system of WPC would be considered as the 'end date'. The difference between the 'start date' and 'end date' after excluding the above mentioned prescribed period would be considered as the delay in grant of SACFA clearance for Land Earth Station Gateway site for the limited purpose of calculating the delay in compliance of rollout obligations. If the SACFA clearance for Land Earth Station Gateway site has been granted within prescribed duration, then for that particular site, delay would be considered as 'zero' days.

5.6 In case the Licensee fails to rollout the network, within the period prescribed, the Licensors shall be entitled to recover LD charges @ Rs. 1 Lakh (Rupees One Lakh) per month subject to a maximum amount of Rs. 24 lakh. For delay of more than 24 months, in addition to imposition of maximum amount of LD as mentioned above, the frequency allotment may be withdrawn and the Service authorization may also be terminated. The PBG shall be encashed to the extent of LD amount, if the same is not paid within the time period specified in the notice for recovery of LD. The licensee on such occasions, shall restore the partially encashed guarantee to the full amount. Any failure to do so shall amount to violation of the terms and conditions of the License.

5.7 For the purpose of calculation of delay in compliance of rollout obligations, the month shall mean 1 Calendar month and any extra day shall be counted as full month for the purposes of recovery of liquidated damages.

6. Operating Conditions:

6.1 Use of space segment

- (i) As mentioned in Chapter VII of the license agreement, separate clearances/License shall be obtained by the Licensee directly from the WPC Wing of DoT.
- (ii) The operation of space segment will be governed by instructions and procedures of Network Operations Control Center (NOCC).
- (iii) The space segment monitoring charges shall be payable to NOCC by Licensee as per the rates decided by Licensor.

7. Security conditions:

7.1 The operation and maintenance centre of the GMPCS Gateway shall also be located in India. The Licensee shall demonstrate the system capabilities with respect to security aspects including monitoring to the Licensor or its authorized representative prior to starting of operations in India.

7.2 The Licensee shall ensure that satellites deployed for GMPCS service shall be used over the Indian Territory, only for the services authorized by the Licensor. No activities such as surveillance, electronic warfare etc. shall be carried out over the Indian Territory, which may jeopardise the sovereignty and security of the country.

7.3 The Licensee shall create a buffer zone along the Indian international border, where no service would be permitted. Width of this buffer zone along the borders within the Indian Territory shall be as decided by the Govt. of India from time to time. The Government will spell out the area and width of the buffer zone. As and when there is any change in the structure of defined buffer zone, for whatsoever reason, it should be reported to the Licensor immediately. The Government and its authorized representatives may carry out physical verification of the accuracy of buffer zone so created.

7.4 The designated Authority of the Central/State Government as conveyed by the Licensor from time to time shall have the right to monitor the telecommunication traffic in every Gateway set up in India. The Licensee shall make arrangement for monitoring of calls as given below:

<u>Total Subscriber Base</u>	<u>Calls to be monitored upto</u>
Upto 1000	50
1000-2000	100
2000-3000	150
3000-5000	200

The above will be the total number of target subscribers to be monitored at any given time by either one or more of the security agencies. The monitoring requirement including the figures mentioned above may be modified from time to time by issuing separate instructions/directions.

7.5 The hardware/software required for monitoring of calls shall be engineered, provided/installed and maintained by the Licensee at the ICC (Intercept Control Centre) to be established at the GMPCS Gateway(s) as also in the premises of security agencies at Licensee's cost. However, the respective Government Agencies shall bear the cost of leased line circuits from GMPCS Gateway(s) to the monitoring Centres to be located as per their choice. The Interface requirements as well as features and facilities shall be worked out and implemented by the Licensee for both data and speech. The Licensee should ensure suitable redundancy in the complete chain of Monitoring equipment for trouble free operations. The Licensee shall provide suitable training to the designated representatives of the Licensor regarding operation and maintenance of Monitoring equipment (ICC & MC). Interception of target subscribers using messaging services should also be provided even if retrieval is carried out using PSTN links. For establishing connectivity to Centralized Monitoring System, the Licensee at its own cost shall provide appropriately dimensioned hardware and bandwidth/dark fibre upto a designated point as required by Licensor from time to time.

7.6 The Licensee shall make following provisions for extending monitored calls to the designated security agencies:

- (a) Extension on PSTN line/PLMN connection.
- (b) Extension on E-1 links (30 Channels Pulse code Modulation – PCM), which can be stored in a voice logger at Gateway and simultaneously to user agencies on dedicated line with co-related Call Related Information (CRI). Along with the monitored call following records should be made available:
 - (i) Called/calling party mobile/PSTN numbers.
 - (ii) Time/date and duration of interception.
 - (iii) Precise location of target subscribers.
 - (iv) PSTN numbers if any, call-forwarding feature has been invoked by target subscriber.
 - (v) Data records for even failed call attempts.

7.7 The Licensee should be required to provide the call data records of all the calls handled by the system at specified periodicity, if and as and when required by the security agencies.

7.8 The Government through appropriate notification may debar usage of GMPCS mobile terminals in certain areas in the country. The Licensee shall deny service to areas specified by designated authority immediately and in any case within six hours on request. The accuracy of denial should be +/- 100 meters of the area boundary specified. The Government or its authorized representative may carry out the accuracy check of the areas so debarred.

The Licensee shall also provide the facility to carry out surveillance of User Terminal activity within a specified area.

7.9 By suitable man/ machine command to be given by the operation and maintenance personnel of the GMPCS gateway, it should be possible to deny service to subscribers in certain specified areas immediately on receipt of request.

7.10 Adequate monitoring facility should be made available by the Licensee at the GMPCS Gateway in India to monitor all traffic (traffic originating/terminating in India) passing through the applicable system. For this purpose, the Licensee shall set up at his cost, the requisite interfaces, as well as features and facilities for monitoring of calls by designated agencies as directed by the Licensor from time to time. In addition to the Target Intercept List (TIL), it should also be possible to carry out specific geographic location based interception, if so desired by the designated security agencies. Monitoring of calls should not be perceptible to mobile users either during direct monitoring or when call has been grounded for monitoring. The Licensee shall not prefer any charges for grounding a call for monitoring purposes. The intercepted data is to be pushed to designated Security Agencies' server on fire and forget basis. No records shall be maintained by the Licensee regarding monitoring activities and air-time used beyond prescribed time limit.

7.11 The Licensee shall ensure that any User Terminal (UT) registered in the gateway of another country shall re-register with Indian Gateway when operating from Indian Territory. Any UT registered outside India, when attempting to make/receive calls from within India, without due authority, shall be automatically denied service by the system and occurrence of such attempts along with information about UT identity as well as location shall be reported to the designated authority immediately.

7.12 The Licensee shall have provision to scan operation of subscribers specified by security/ law enforcement agencies through certain sensitive areas within the Indian territory and shall provide their identity and positional location (latitude and longitude) to Licensor on as and when required basis.

7.13 The User Terminals clandestinely brought into the Indian Territory shall be denied Service by the Licensee, who shall have in-built capabilities in the System for denial of service to such user-terminals. Any User Terminal that is not duly authorized to work from within India, if tries to make or receive a call in India, it shall be denied access automatically and such events shall be logged and information in this regard shall be suitably made over to the Licensor/Security Agencies, as specified. The visiting subscribers shall be required to register their user terminals on the Equipment Identity Register (EIR) of the Licensee. The Licensor will separately notify suitable administrative mechanism in consultation with the Custom Authority for on-line co-ordination on a regular basis between the Air/Land/ Sea Customs and the Licensee for exchange of information in respect of all mobile terminals legally brought into the country. This arrangement would facilitate the identification

and segregation of mobile terminals (registered in other countries) clandestinely brought into the Indian Territory for denial of Service.

7.14 A format would be prescribed by the Licensor to delineate the details of information required before enrolling a customer as a subscriber. Such details should be uniformly maintained by the service providers and submitted for verification whenever called for by the Government agency.

7.15 All calls originating or terminating from Mobile Terminals in India shall pass through the GMPCS Gateway Switch located in India. Such calls will not be routed through any other Gateway located outside India. All inter-network calls will be routed through GMPCS Gateway switches i.e., one the GMPCS switch of the Licensee and other that of the licensed telecom service providers. All International calls outgoing or terminating in a PSTN/ PLMN shall be routed via licensed International Long Distance gateway switches located in India. All national calls outgoing or terminating in a PSTN/PLMN shall be routed via licensed telecom service provider's network. Domestic traffic should not be hauled/ routed to any place outside India.

7.16 In addition to requirements contained in Condition No. 39.17 in the Part-I of the Schedule, Service activation shall take place only after checking the bonafide of the customers as may be prescribed by the Licensor from time to time.

8. CLI Restriction (CLIR) should not be normally provided to the customers. Due verification for the reason of demanding the CLIR, must be done before provision of the facility. It shall be the responsibility of the service provider to work out appropriate guidelines to be followed by their staff members to prevent misuse of this facility. The subscribers having CLIR should be listed in a password protected website with their complete address and details so that authorized Government agencies can view or download for detection and investigation of misuse. While providing CLIR facility to subscriber, it shall be ensured that the CLI is carried from end to end on the network. However, CLIR must not be provided in case of bulk connections, call centres, telemarketing services.

Annexure-A

(Performa for Affidavit regarding details of calculation of "Revenue" and "License Fee")

AFFIDAVIT

I, aged about Years son of Shri, resident of, do solemnly affirm and state as under:

2. That I amof (Name of the Company), licensee of Global Mobile Personnel Communication by Satellite Service in India and I am duly authorised by the resolutions dated passed by Board of Directors of the Company to furnish affidavit on behalf of(Name of the Company).
3. That in compliance of **Condition** No.. Of Schedule.....Part and **Annexure**.....of the License Agreement No. signed between the Company and the Department Of Telecommunications, for payment of license fee, a payment of Rs. (Rupees is being made for the period to The details of calculation of 'revenue' and license fee is as per **Annexure** (attached).
4. That the contents in para 2 & 3 and Statement made in **Annexure** ____ are true and correct to the best of my knowledge, based on the records of the company.

Deponent.

VERIFICATION:

Verified at _____ on _____ that the contents of paragraphs 1 to 3 of this Affidavit and attached 'Statement of Revenue and License Fee' as Annexure are true and correct to the best of my knowledge, no part of it is false and nothing has been concealed therefrom.

Deponent.

Appendix –I TO Annexure-A

Format of Auditor's Report on Statement of Revenue and License Fee

To

The Board of Directors

.....
.....

We have examined the attached Statement of Revenue and License Fee of(the name of the operators) for the quarter(s) ending _____. We have also examined the reconciliation of the cumulative figures for the quarter(s) ending _____ appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended _____, which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is /are to be furnished to the Central Government for assessment of the license fee payable by the company to the Government, in terms of the license agreement No..... Signed between the company and the Department of Telecommunications.

We report that:

1. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
2. In our view, the company has an adequate internal control system in relation to revenues, which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.
3. No amounts payable in respect of sales tax, service tax or PSTN/ toll /roaming charges were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following... ..
4. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/guidelines contained in the said license agreement in this behalf and gives a true and fair view of the revenue and license fee payable for the period computed on the basis of the aforesaid guidelines except for the following.....

* Strike off wherever not applicable.

(SIGNATURE)

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 in India
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.	Service Tax			
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 sales tax)			
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 thru charges for transmission of incoming call during roaming.			
iii.	Roaming Commission earned.			
iv.	Roaming revenue on account of visiting subscribers from other networks.			
v.	Service Tax if not included above.			
vi.	Any other income/miscellaneous receipt from roaming.			
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.	Miscellaneous revenue.			
AA	GROSS REVENUE OF THE LICENSEE COMPANY: (Add 1-11)			
B	DEDUCT:			
1.	PSTN related Call charges passed on to basic, cellular and long distance service provider(s) (operator-wise)			
2.	Roaming revenues actually passed on to CMSPs and other GMPCS service providers. (operator-wise)			
3.	Service Tax paid to the Government.			
4.	Sales Tax paid to the Government.			
BB	TOTAL DEDUCTION (1-4B)			
CC	Adjusted Gross Revenue (AA-BB)			
	REVENUE SHARE @.....OF ADJUSTED GROSS REVENUE:			

NORMS FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS

- Accounts shall be maintained separately for each telecom service operated by the licensee company.
- Any category of accrued revenue, the amount of which exceeds 5% of the total accrued revenue, shall be shown separately and not combined with any other item/category.
- Accrued Revenue shall indicate:
 - (a) All amounts billable for the period.
 - (b) Any billings for previous years that had been omitted from the previous years' P&L Accounts.
 - (c) Any non-refundable deposits collected from the customers/franchisees to the extent these are credited to P&L Account for the year.
- Subsidiary registers/ledgers shall be maintained for each item given above so as to enable easy verification.
- Service revenue (amount billable) shall be shown gross and details of discount/rebate indicated separately.
- Security or any other Deposits taken from the subscriber shall be shown separately, for each category, and the amount that has fallen due for refund but not yet paid also disclosed under two categories, namely:
 - Up to 45 days
 - More than 45 days.
- Service Tax billed, collected and remitted to the Government shall be shown separately.
- Sales Tax billed, collected and remitted to the Government shall be shown separately.
- Details of Income from sales of goods shall be furnished indicating the income and number of items sold under each category. Method of inventory valuation used shall also be disclosed along with computation of cost of goods sold.
- Sales shall be shown gross and details of discount/rebate allowed and of sales returns shall be shown separately.
- Income from interest and dividend shall be shown separately, without any related expenses being set-off against them on the income side of the P&L Account.
- Increase/decrease of stock shall be shown separately.
- Details of reversal of previous years' debits, if any, shall be shown component-wise, under the miscellaneous head (eg. Bad debts recovered etc.)

Item-wise details of income that has been set off against corresponding expenditure, shall be shown.

CHAPTER-XIII

PUBLIC MOBILE RADIO TRUNKING SERVICE

1. **Service Area:** The Service Area of Public Mobile Radio Trunking Service (PMRTS) shall be the Telecom Circle/Metro area as defined in Annexure-V. License/Authorization for PMRTS Service, granted for more than one Service Area (Telecom Circle/Metro), shall be administered at each Service Area level.

2. **Scope of PMRTS Service:** Scope of this Authorization covers the following:

2.1 The licensee is permitted to provide Public Mobile Radio Trunk Service (PMRTS). The PMRTS refers to:

(i) a two way land mobile service in which users communicate among themselves through a pair of radio frequencies out of a pool in a designated frequency band, assigned to the system using pair of radio frequencies and

(ii) the pair of frequencies is allocated on placement of call request and returned to the pool on completion of call and

(iii) the communication usually takes place through repeater station (also called base station). Once user is assigned a channel (a pair of frequencies) by the system, no one else can interfere with the communication.

3. **Financial Conditions:**

3.1 **Gross Revenue:**

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.

3.2 **Adjusted Gross Revenue (AGR):**

AGR for the purpose of levying license fee as a percentage of revenue shall include the Gross Revenue excluding:

(i) Charges of pass through nature paid to other telecom service provider(s) to whose network, the licensee's network is interconnected,

(ii) Service tax and Sales tax actually paid to the Government, if Gross Revenue had included the component of Service tax/Sales tax.

4. Roll out Obligation:

4.1 The Licensee shall roll out the network by installing and commissioning at least one Base Station (BTS) in the city/town for which frequency has been allotted by WPC.

4.2 Applicable system for provision of PMRTS Service must be commissioned within 12 months from the date of frequency allotment by WPC.

4.3 For the purpose of verification of the commissioning of the applicable system, Licensee shall register with the Telecom Enforcement, Resource & Monitoring (TERM) Cell of DoT, as per the procedure prescribed by Licensor/TEC.

4.4 Date of registration by TERM Cell is to be treated as date of commissioning in case of successful verification of the rollout of the network. If the verification of the rollout of the network and coverage testing fails, then the Licensee shall re-register with the TERM Cell after necessary corrections and in that case, Date of re-registration by TERM Cell shall be treated as date of meeting the roll-out obligation subject to successful verification.

4.5 The time period for roll out of network as per the rollout obligations mentioned above shall be deemed as the essence of the License Agreement and the network must be rolled out not later than such specified time period(s). No extension in prescribed due date will be granted. If the network is rolled out after the expiry of the due date, such delay in rollout of network will entail recovery of Liquidated Damages (LD) under this Condition. Provided further that if the rollout of the network is effected within 15 calendar days of the expiry of the due date then the Licensor shall accept the rollout of network without levy of LD charges.

4.6 At present, minimum 60 calendar days duration is prescribed for grant of SACFA clearance. While examining the compliance of rollout obligations, the delay in grant of the SACFA clearance beyond the above mentioned prescribed duration shall be excluded from the duration set for rollout obligations in the condition 3.2 above. For the purpose of calculating the delay in grant of SACFA clearance of Base Station site, the date of 'WPC acceptance number' for SACFA clearance application would be treated as the 'start date' and the date on which the SACFA clearance is granted in the online system of WPC would be considered as the 'end date'. The difference between the 'start date' and 'end date' after excluding the above mentioned prescribed period would be considered as the delay in grant of SACFA clearance for that Base Station site for the limited purpose of calculating the delay in compliance of rollout obligations. If the SACFA clearance for a particular Base Station site has been granted within prescribed duration, then for that particular site, delay would be considered as 'zero' days.

4.7 In case the Licensee fails to rollout the network, within the period prescribed, the Licenser shall be entitled to recover LD charges @ Rs. 10,000/- (Rupees Ten thousand only) per month subject to a maximum amount of Rs. 2.4 lakh. For delay of more than 24 months, in addition to imposition of maximum amount of LD as mentioned above, the frequency allotment may be withdrawn and the Service authorization may also be terminated. The PBG shall be encashed to the extent of LD amount, if the same is not paid within the time period specified in the notice for recovery of LD. The licensee on such occasions, shall restore the partially encashed guarantee to the full amount. Any failure to do so shall amount to violation of the terms and conditions of the license.

4.8 For the purpose of calculation of delay in compliance of rollout obligations, the month shall mean 1 Calendar month and any extra day shall be counted as full month for the purposes of recovery of liquidated damages.

5. Technical Conditions:

5.1 This License Agreement does not authorize the right to use of spectrum for which a separate frequency allotment will be required from WPC Wing. The methodology and procedure for allotment of spectrum shall be as mentioned in Chapter VII of the License.

5.2 The Company shall specify the details of technology (Digital/Analogue), Quality of Service and other Performance Parameters of the Systems proposed to be deployed for operation of the service.

5.3 The system installed for providing service should be designed in such a way so as to provide good radio coverage inside the buildings.

6. Network Interconnection:

6.1 The Licensee may interconnect to PSTN/PLMN in the following manner:

(i) PSTN/PLMN connectivity (outgoing only) shall be limited to one PSTN/PLMN line for 5 (Five) RF Channels (of 25 KHz each) for analogue system, only with one Licensed Access Service Operator.

(ii) PSTN/PLMN connectivity (outgoing only) shall be limited to one E-1 link(30 circuits) for digital system up to 10,000 customers and thereafter, one additional E-1 link(30 circuits) for each additional 10,000 customers or part thereof, only with one Licensed Access Service Operator.

(iii) Incoming PSTN/PLMN connectivity is prohibited.

6.2 There shall be no interconnection among two separately licensed PMRTS systems.

7. **Security Conditions:** The Security conditions given hereunder are in addition to the conditions provided in Chapter-VI of PART-I of the Schedule to the License Agreement.

7.1 In the interest of security, suitable monitoring equipment as may be prescribed by the Licensor for each type of System used will be provided by the Licensee at his own cost for monitoring, as and when required.

7.2 The Conditions No. 39.5, 39.6, 39.7, 39.8, 39.10(ii), 39.21(i), 39.21(ii), 39.22(i), 39.22(ii), 39.22(iii), 39.22(iv), 39.22(v), 39.23(ix), 39.23(x) and 39.23(xvi) contained in PART-I of the Schedule to the License Agreement shall not be applicable for PMRTS Service.

Annexure-A

AFFIDAVIT

I, aged about years son of Shri, resident of, do solemnly affirm and state as under:

2. That I amof (Name of the Company), licensee of Service inService Area and I am duly authorised by the resolutions dated passed by Board of Directors of the Company to furnish affidavit on behalf of(Name of the Company).

3. That in compliance of condition No.. Of Schedule.....Part and Annexure.....of the License Agreement No. signed between the Company and the Department Of Telecommunications, for payment of license fee, a payment of Rs. (Rupees is being made for the period to The details of calculation of 'revenue' and license fee is as per Annexure (attached).

4. That the contents in Para 2 & 3 and Annexure are true and correct to the best of my knowledge, based on the records of the company.

Deponent.

VERIFICATION

Verified at on that the contents of paragraphs 1 to 3 of the affidavit and Annexure..... are true and correct to my knowledge, no part of it is false and nothing has been concealed there from.

Deponent.

Appendix-I to Annexure-A

Format of Auditor's Report on Statement of Revenue and License Fee

To

The Board of Directors

.....

We have examined the attached Statement of Revenue and License Fee of(the name of the operators) for the quarter(s) ending _____. We have also examined the reconciliation of the cumulative figures for the quarter(s) ending _____ appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended _____ which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is /are to be furnished to the Central Government for assessment of the license fee payable by the company to the Government, in terms of the license agreement No..... signed between the company and the Department of Telecommunications. We report that:

(i) We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

(ii) In our view, the company has an adequate internal control system in relation to revenues which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.

(iii) No amounts payable in respect of sales tax, service tax or PSTN/toll/roaming charges were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following:.....

(iv) In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/guidelines contained in the said license agreement in this behalf and gives a true and fair view of the revenue and license fee payable for the period computed on the basis of the aforesaid guidelines except for the following:

(Seal and Signature)

Place & Date

*Strike off wherever not applicable.

Appendix-II to Annexure-A

Format of Statement of Revenue and License Fee

_____ (Name and address of operator)

Public Mobile Radio Trunking Service 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.	Service Tax			
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 sales tax)			
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.	Any other receipt / Miscellaneous revenue.			
A	GROSS REVENUE OF THE Licensee COMPANY: (Add 1-5)			

B	DEDUCT:			
1.	PSTN related Call charges actually paid on to other Access telecom service provider			
2.	Service Tax paid to the Government.			
3.	Sales Tax paid to the Government.			
C	TOTAL DEDUCTION (1B to 3B)			
D	Adjusted Gross Revenue (A-C)			
	REVENUE SHARE @.....OF ADJUSTED GROSS REVENUE:			

NORMS FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS

- Accounts shall be maintained separately for each telecom service operated by the licensee company.
- Any category of accrued revenue, the amount of which exceeds 5% of the total accrued revenue, shall be shown separately and not combined with any other item/category.
- Accrued Revenue shall indicate:
 - (d) All amounts billable for the period.
 - (e) Any billings for previous years that had been omitted from the previous years' P&L Accounts.
 - (f) Any non-refundable deposits collected from the customers/franchisees to the extent these are credited to P&L Account for the year.
- Subsidiary registers/ledgers shall be maintained for each item given above so as to enable easy verification.
- Service revenue (amount billable) shall be shown gross and details of discount/rebate indicated separately.
- Security or any other Deposits taken from the subscriber shall be shown separately, for each category, and the amount that has fallen due for refund but not yet paid also disclosed under two categories, namely:
 - Up to 45 days
 - More than 45 days.
- Service Tax billed, collected and remitted to the Government shall be shown separately.
- Sales Tax billed, collected and remitted to the Government shall be shown separately.
- Details of Income from sales of goods shall be furnished indicating the income and number of items sold under each category. Method of inventory valuation used shall also be disclosed along with computation of cost of goods sold.
- Sales shall be shown gross and details of discount/rebate allowed and of sales returns shall be shown separately.
- Income from interest and dividend shall be shown separately, without any related expenses being set-off against them on the income side of the P&L Account.
- Increase/decrease of stock shall be shown separately.
- Details of reversal of previous years' debits, if any, shall be shown component-wise, under the miscellaneous head (eg. Bad debts recovered etc.)
- Item-wise details of income that has been set off against corresponding expenditure, shall be shown.

CHAPTER-XIV

COMMERCIAL VSAT CUG SERVICE

1. **Service Area:** The Service Area of Very Small Aperture Terminal (VSAT) Closed User Group (CUG) Service shall be at National Level.

2. **Scope of VSAT CUG Service:** Scope of this Authorization covers the following:

2.1 (i) The scope of service is to provide data connectivity between various sites scattered within territorial boundary of India using VSATs. The users of the service should belong to a Closed User Group (CUG). However, the VSAT licensee after obtaining ISP license may use same Hub station and VSAT (remote station) to provide Internet service directly to the subscribers, and in this case VSAT (remote station) may be used as a distribution point to provide Internet service to multiple independent subscribers.

(ii) Long distance carriage rights, granted for NLD, ILD and Access service, are not covered under the scope of this service.

(iii) The Closed User Group Domestic Data Network via INSAT Satellite System using VSAT shall be restricted to geographical boundaries of India.

(iv) The Licensee can set up a number of CUGs using the shared hub infrastructure.

(v) PSTN/PLMN connectivity is not permitted.

(vii) Data Rate, as specified in TEC Interface Requirements No. TEC-IR/SCB-08/02-SEP.2009, is allowed, subject to the compliance of the Technical parameters as specified in TEC Interface Requirements No. TEC-IR/SCB-08/02-SEP.2009, as modified from time to time.

3. **Financial Conditions:**

3.1 **Gross Revenue:**

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.

3.2 Adjusted Gross Revenue (AGR):

“ADJUSTED GROSS REVENUE” for the purpose of levying License Fee as a percentage of revenue shall include the Gross Revenue excluding:-

- i) charges of pass through nature actually paid to other Telecom service provider(s) to whose network, the Licensee's network is interconnected for carriage of data.
- ii) Service tax and sales tax actually paid to the Government, if gross revenue had included the component of service tax.

4. Technical Conditions:

4.1 Technical Parameters and data rates:-For providing the VSAT services, the Licensee shall install equipment complying to the technical parameters and Data rates mentioned in Interface Requirements for CUG domestic VSAT networks namely No. TEC-IR/SCB-08/02-SEP.2009 issued by TEC as modified from time to time.

4.2 Use of space segment on INSAT satellite:

- (i) The required space segment shall be obtained by the Licensee from Department of Space (DOS) on INSAT satellite on terms and conditions as specified by Department of Space (DOS) from time to time.
- (ii) The space segment charges will be payable to DOS as applicable from time to time.
- (iii) As mentioned in Chapter VII of the license agreement, separate clearances/license shall be obtained by the Licensee directly from the WPC Wing of DoT.
- (iv) The space segment monitoring charges shall be payable to NOCC by Licensee as per the rates decided by Licensor.

4.3 The HUB Station shall be operated and maintained by the Licensee subject to the following conditions:-

- (i) The Hub station as well as all the VSATs shall be within the geographical boundary of India.
- (ii) The VSAT at the premises of customer/ users should have a logo prominently displayed indicating the name of VSAT Licensee.

(iii) The Licensor or its representative will have access to the HUB as well as the technical facilities provided by the Licensee for monitoring, inspection etc.

(iv) Before start of operation from Hub Station, necessary clearances from Network Operations Control Center (NOCC) on payment of prescribed charges will be taken by the Licensee.

(v) The hub station shall have the auto tracking facility to access all the satellites in INSAT Geo stationary arc. The hub station shall have 4 Port feed and motorized polarization adjustment facility.

(vi) The information should be maintained in the Network Management System (NMS) in such a way that by giving simple software command, the data related to the total number of VSATs configured/operational with date of commissioning should be available network-wise/customer-wise, along with their date of configuration, date of commissioning, coordinates, address of the VSAT locations alongwith the name of city, district, state etc. In this regard, Licensee would abide by the directive issued by the Licensor/ NOCC.

5. Roll out Obligation:

5.1 The Licensee shall roll out the network by installing and commissioning a HUB Station for Star Network configuration or at least two VSAT Terminals in case of Mesh Network configuration within 12 months from the date of frequency allotment by WPC. The Licensee shall approach WPC for frequency allotment within 1 month of date of allocation of transponder bandwidth by Department of Space.

5.2 For the purpose of verification of the commissioning of the applicable system, Licensee shall register with the Network Operations Control Centre (NOCC) of DoT, as per the prescribed procedure.

5.3 Date of registration by NOCC is to be treated as date of commissioning in case of successful testing as per test schedule prescribed by NOCC/Licensor. If the testing fails, then the Licensee shall re-register with the NOCC after necessary corrections and in that case, Date of re-registration by NOCC shall be treated as date of meeting the roll-out obligation subject to successful testing.

5.4 The time period for roll out of network as per the rollout obligations mentioned above shall be deemed as the essence of the License Agreement and the network must be rolled out not later than such specified time period(s). No extension in prescribed due date will be granted. If the network is rolled out after the expiry of the due date, such delay in rollout of network will entail recovery of Liquidated Damages (LD) under this Condition. Provided further that if the rollout of the network is effected within 15 calendar days of the expiry of the due date then the Licensor shall accept the rollout of network without levy of LD charges.

5.5 At present, minimum 60 calendar days duration is prescribed for grant of SACFA clearance. While examining the compliance of rollout obligations, the delay in grant of the SACFA clearance beyond the above mentioned prescribed duration shall be excluded from the duration set for rollout. For the purpose of calculating the delay in grant of SACFA clearance of VSAT/Hub Station site, the date of 'WPC acceptance number' for SACFA clearance application would be treated as the 'start date' and the date on which the SACFA clearance is granted in the online system of WPC would be considered as the 'end date'. The difference between the 'start date' and 'end date' after excluding the above mentioned prescribed period would be considered as the delay in grant of SACFA clearance for VSAT/Hub Station site for the limited purpose of calculating the delay in compliance of rollout obligations. If the SACFA clearance for VSAT/Hub Station site has been granted within prescribed duration, then for that particular site, delay would be considered as 'zero' days.

5.6 In case the Licensee fails to rollout the network, within the period prescribed, the Licensor shall be entitled to recover LD charges @ Rs. 1 Lakh (Rupees One Lakh) per month subject to a maximum amount of Rs. 24 lakh. For delay of more than 24 months, in addition to imposition of maximum amount of LD as mentioned above, the frequency allotment may be withdrawn and the Service authorization may also be terminated. The PBG shall be encashed to the extent of LD amount, if the same is not paid within the time period specified in the notice for recovery of LD. The licensee on such occasions, shall restore the partially encashed guarantee to the full amount. Any failure to do so shall amount to violation of the terms and conditions of the License.

5.7 For the purpose of calculation of delay in compliance of rollout obligations, the month shall mean 1 Calendar month and any extra day shall be counted as full month for the purposes of recovery of liquidated damages.

6. Network Interconnection:

6.1 Interconnection

i) **Interconnection with PSTN/PLMN/GMPCS**—Licensee's network shall not be interconnected with **PSTN/PLMN/GMPCS Network**.

ii) **Network of other VSATs network:** Interconnection shall be permitted through the Hubs of the networks **on case to case basis**, wherever the CUG nature of the users of the networks is not violated.

iii) **WAN / Terrestrial data lines leased by customers of VSATs** – Interconnection shall be permitted **on case to case basis**, wherever the CUG nature of the users of the networks is not violated.

iv) **Overseas office of the CUG for data transfer purposes:-** Interconnection shall be permitted **on a case to case basis** subject to the

condition that the connection should be between the hub and the server of the overseas office through a leased line passing through an international gateway which can be monitored for security purposes.

v) **Internet:-** The hub of VSAT Licensee shall be allowed to be connected to internet node of any of the authorized internet service providers through a lease line taken from Telecom service provider who is authorized to sell bandwidth/ leased line.

vi) **Other media to provide for redundancy:-** Switchover between a terrestrial CUG network and a VSAT based CUG network belonging to the same customer shall be permitted for redundancy purpose.

vii) **Backhaul connectivity:** Host computer of the customers can be connected to network of the service provider by radio (subject to availability of the frequencies), leased lines/ optical fibre cables/ other media from any licensed Telecom service Provider can be used who is authorized to lease out such lines for such connectivity.

6.2 Interconnection of CUGs on VSAT networks:-Inter-connection between CUGs, where the CUG nature of the network is not violated, will be permitted on a case to case basis.

6.3 Standards for User Network and Network Interfaces:-The user-network and network interfaces should conform to standard interfaces such as X25, X75, TCP/IP or such international standards that may be specified from time to time by Licensor.

7. Performance Testing:

7.1 Mandatory performance verification of HUB Station will be carried out by NOCC or any other agency authorized by the Licensor for this purpose on payment of necessary testing charges by Licensee.

7.2 For VSATs supplied or leased by the Licensee, a certificate from the Licensee duly supported by the manufacturer certificate meeting the mandatory performance requirements shall be submitted by the Licensee to NOCC. Mandatory performance verification of VSATs will be carried out by NOCC on selective basis on payment of necessary testing charges by Licensee.

7.3 The Licensee will provide details of equipment, address of equipment location and site configuration details on monthly basis to the Licensor from the date of signing of the License agreement or as and when required by the Licensor.

7.4 The monthly report regarding the number of VSATs at the end of each month should be submitted to Licensing cell/ Satellite Cell/NOCC of DOT by the 7th of following month in both soft copy and hard copy. The proforma is attached as **Annexure-C**.

8. Security Conditions:

8.1 Requisite monitoring facilities/ equipment for each type of system used, shall be provided by the Licensee at own cost for monitoring as and when required by the Licensor.

8.2 The Licensee shall provide at its own cost technical facilities for accessing any port of the switching equipment at the HUB for interception of the messages by the designated authorities at a location to be determined by the Licensor.

8.3 The Licensee shall provide a voice communication facility between the HUB Station and Network Operation Control Centre at its own cost.

8.4 The Licensee will provide a Hot line/ VSAT along with Remote NMS Terminal between Hub/Network Control Station of CUG and NOCC for effective monitoring of the space segment uses.

8.5 In the areas falling within 10 Kms of Line of Control (LOC), Line of Actual Control (LAC) and International Border between Akhnoor in J&K and Pathankot and other areas as may be notified from time to time by the Licensor, installation of VSAT/Hub Station by the Licensee shall be taken up only after prior approval from local Army authorities about specific location of VSAT/Hub Station with prior intimation to the Licensor and concerned TERM Cell in addition to requisite clearances. Width of this buffer zone along the borders within the Indian Territory shall be as decided by the Govt. of India from time to time. As and when there is any change in the structure of defined buffer zone, for whatsoever reason, it should be reported to the Licensor immediately. The Government and its authorized representatives may carry out physical verification of the accuracy of buffer zone so created.

Annexure-A

AFFIDAVIT

I, aged about years son of Shri, resident of, do solemnly affirm and state as under:

2. That I amof (Name of the Company), licensee of Service inService Area and I am duly authorised by the resolutions dated passed by Board of Directors of the Company to furnish affidavit on behalf of(Name of the Company).

3. That in compliance of condition No.. Of Schedule.....Part and Annexure.....of the License Agreement No. signed between the Company and the Department Of Telecommunications, for payment of license fee, a payment of Rs. (Rupees is being made for the period to The details of calculation of 'revenue' and license fee is as per Annexure (attached).

4. That the contents in Para 2 & 3 and Annexure are true and correct to the best of my knowledge, based on the records of the company.

Deponent.

VERIFICATION

Verified at on that the contents of paragraphs 1 to 3 of the affidavit and Annexure..... are true and correct to my knowledge, no part of it is false and nothing has been concealed there from.

Deponent.

Appendix-I to Annexure-A

Format of Auditor's Report on Statement of Revenue and License Fee

To

The Board of Directors

.....

We have examined the attached Statement of Revenue and License Fee of(the name of the operators) for the quarter(s) ending _____. We have also examined the reconciliation of the cumulative figures for the quarter(s) ending _____ appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended _____ which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is /are to be furnished to the Central Government for assessment of the license fee payable by the company to the Government, in terms of the license agreement No..... signed between the company and the Department of Telecommunications. We report that:

(v) We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

(vi) In our view, the company has an adequate internal control system in relation to revenues which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.

(vii) No amounts payable in respect of sales tax, service tax or PSTN/toll/roaming charges were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following:.....

(viii) In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/guidelines contained in the said license agreement in this behalf and gives a true and fair view of the revenue and license fee payable for the period computed on the basis of the aforesaid guidelines except for the following:

(Seal and Signature)

Place & Date

*Strike off wherever not applicable.

Appendix-II to Annexure-A

----- (Name and address of operator)
 VERY SMALL APERTURE TERMINAL SERVICE

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 as defined at Sl. No.1 under heading 'Definition and interpretations' in the License after clause 35			
ii.	Revenue from supplementary/value added services.			
lii.	Service Tax			
lv.	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 sales tax)			
i.	Sale of VSAT including antennas and other accessories including software, hardware etc.			
ii.	Sale of accessories, etc.			
lii.	Any other income/miscellaneous receipt from trading activity.			
3.	Income from investments.			

i.	Interest income			
ii.	Dividend income			
lii.	Any other miscellaneous receipt from investments.			
4.	Non-refundable deposits.			
5.	Revenue from sharing/leasing of other infrastructure			
6.	Miscellaneous revenue.			
AA	GROSS REVENUE OF THE Licensee COMPANY:			
	DEDUCT:			
1.	Revenue of pass through nature actually passed on to other service providers. (operator-wise details). Note: Lease/rent charges for hiring of infrastructure not to be deducted.			
2.	Service Tax paid to the Government.			
3.	Sales Tax paid to the Government			
BB	TOTAL DEDUCTIBLE REVENUE			
CC	ADJUSTED GROSS REVENUE: (AA-BB)			
	REVENUE SHARE @..... OF ADJUSTED GROSS REVENUE:			

**Format of AUDITOR's Report on Statements of Revenue and License
Fee**

To
The Board of Directors,
.....
.....
.....

We have examined the attached Statement of Revenue and License Fee of (the name of the OPERATORS) for the quarter(s) ending We have also examined the reconciliation of the cumulative figures for the quarter(s) ending appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is / are to be furnished to the Central Government for assessment of the License Fee payable by the company to the Government, in terms of the LICENSE AGREEMENT No. signed between the company and the Department of Telecommunications. We report that:

1. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit.
2. In our view, the company has an adequate internal control system in relation to revenues which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.
3. No amounts payable in respect of sales tax, service tax or PSTN/toll/roaming charges were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following :
4. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/ guidelines contained in the said LICENSE AGREEMENT in this behalf and gives a true and fair view of the revenue and License Fee payable for the period computed on the basis of the aforesaid guidelines except for the following:

* Strike off wherever not applicable.

Annexure –C

Monthly Operation Report Proforma For Vsat Network

1. Reporting Month :
2. Name of the Network :
3. Name of the Hub Station :
4. Number of VSATs in operation at the end of last month :
5. Number of VSATs in operation at the end of month reported :

ANTENNA SIZE	Added during the month	Withdrawn during the month	PROGRESSIVE TOTAL

6. Power transmitted from Hub :
7. Hub U/L EIRP :
8. For Star (TDM/TDMA) TDM/FTDMA:

Out Bound Carriers			In Bound Carriers			
DATA RATE (Kbps)	UPLINK RF Frequency (MHz)	Satellite Power (dBw)	Data Rates (Kbps)	No. of I/B Carriers	Uplink RF Frequency (MHz)	Satellite Power (dBw)

9. Number of DAMA/PAMA Carriers

	Data Rates (Kbps)	NO. OF CARRIERS	Satellite Power (dBw)
P			
A			
M			
A			
D			
A			
M			
A			

10. Any Alteration or addition in the configuration of HUB Station/ VSAT (in detail):
11. Special feature if any:

Sl No	Site Name & Address	Longitude/ Latitude	Look Angle AZ/ EL	Size of VSA T in Mts	Tx/ Rx In MHz	Altitude Above MSL in Mts	Ht of Antenna mast from Ground in Mts	Ht. of Bldg. in Mts	Ht of Antenna mast from roof in Meters	Power in Watts	Date of Commissioning

CHAPTER-XV

INSAT MOBILE SATELLITE SYSTEM-REPORTING (MSS-R) SERVICE

1. **Service Area:** The Service Area of INSAT- Mobile Satellite System Reporting (MSS-R) Service shall be at National Level.

2. **Scope of INSAT MSS-R Service:** Scope of this Authorization covers the following:

2.1 The scope of service is to provide INSAT- Mobile Satellite System Reporting service, which is a one way Satellite based messaging service available through INSAT. The basic nature of this service is to provide a reporting channel via Satellite to the group of people, who by virtue of their nature of work are operating from remote locations without any telecom facilities and need to send short textual message or short data occasionally to a central station. The service provides one way message reporting (Transmit only) facility from anywhere in India (Restricted to Geographical boundaries of India). **INSAT-MSS Reporting Service** is a low speed data service with the maximum capacity limited to 300 bps.

3. **Financial Conditions:**

3.1 Gross Revenue:

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), **INSAT-MSS Reporting Service** 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.

3.2 Adjusted Gross Revenue (AGR):

“ADJUSTED GROSS REVENUE” for the purpose of levying License Fee as a percentage of revenue shall include the Gross Revenue excluding:-

(i) charges of pass through nature actually paid to other Telecom service provider(s) to whose network, the Licensee's network is interconnected for carriage of data.

(ii) Service tax and sales tax actually paid to the Government, if gross revenue had included the component of service tax and sales tax.

4. Rollout Obligation:

4.1 The Licensee shall roll out the network by installing and commissioning a HUB Station within 12 months from the date of frequency allotment by WPC. The Licensee shall approach WPC for frequency allotment within 1 month of date of allocation of transponder bandwidth by Department of Space.

4.2 For the purpose of verification of the commissioning of the applicable system, Licensee shall register with the Network Operations Control Centre (NOCC) of DoT, as per the prescribed procedure.

4.3 Date of registration by NOCC is to be treated as date of commissioning in case of successful testing as per test schedule prescribed by NOCC/Licensors. If the testing fails, then the Licensee shall re-register with the NOCC after necessary corrections and in that case, Date of re-registration by NOCC shall be treated as date of meeting the roll-out obligation subject to successful testing.

4.4 The time period for roll out of network as per the rollout obligations mentioned above shall be deemed as the essence of the License Agreement and the network must be rolled out not later than such specified time period(s). No extension in prescribed due date will be granted. If the network is rolled out after the expiry of the due date, such delay in rollout of network will entail recovery of Liquidated Damages (LD) under this Condition. Provided further that if the rollout of the network is effected within 15 calendar days of the expiry of the due date then the Licensors shall accept the rollout of network without levy of LD charges.

4.5 At present, minimum 60 calendar days duration is prescribed for grant of SACFA clearance. While examining the compliance of rollout obligations, the delay in grant of the SACFA clearance beyond the above mentioned prescribed duration shall be excluded from the duration set for rollout. For the purpose of calculating the delay in grant of SACFA clearance of Hub Station site, the date of 'WPC acceptance number' for SACFA clearance application would be treated as the 'start date' and the date on which the SACFA clearance is granted in the online system of WPC would be considered as the 'end date'. The difference between the 'start date' and 'end date' after excluding the above mentioned prescribed period would be considered as the delay in grant of SACFA clearance for Hub Station site for the limited purpose of calculating the delay in compliance of rollout obligations. If the SACFA clearance for Hub Station site has been granted within prescribed duration, then for that particular site, delay would be considered as 'zero' days.

4.6 In case the Licensee fails to rollout the network, within the period prescribed, the Licensors shall be entitled to recover LD charges @ Rs. 10,000 (Rupees Ten thousand only) per month subject to a maximum amount of Rs. 2.4 lakh. For delay of more than 24 months, in addition to imposition of maximum amount of LD as mentioned above, the frequency allotment may be

withdrawn and the Service authorization may also be terminated. The Bank Guarantees shall be encashed to the extent of LD amount, if the same is not paid within the time period specified in the notice for recovery of LD. The licensee on such occasions, shall restore the partially encashed guarantee to the full amount. Any failure to do so shall amount to violation of the terms and conditions of the license.

4.7 For the purpose of calculation of delay in compliance of rollout obligations, the month shall mean 1 Calendar month and any extra day shall be counted as full month for the purposes of recovery of liquidated damages.

5. Technical Conditions:

5.1 The functional requirement and technical parameters in respect of the MSS-Reporting system operating in INSAT system shall be as per TEC standards or as prescribed by the licensor from time to time.

5.2 Use of space segment on INSAT satellite:

- (i) The required space segment shall be obtained by the Licensee from Department of Space (DOS) on INSAT satellite on terms and conditions as specified by Department of Space (DOS) from time to time.
- (ii) The space segment charges will be payable to DOS as applicable from time to time.
- (iii) As mentioned in Chapter VII of the license agreement, separate clearances/License shall be obtained by the Licensee directly from the WPC Wing of DoT.
- (iv) The operation of space segment will be governed by instructions and procedures of NOCC.
- (v) The space segment monitoring charges shall be payable to NOCC by Licensee as per the rates decided by Licensor.

5.3 Operation and Maintenance of Hub Station :

- (i) The HUB station as well as all **INSAT-MSS Reporting Service** Terminals shall be within the geographical boundary of the India.
- (ii) The Licensee is required to provide the details of the equipment, number of INSAT – MSS Reporting Service Terminals and its type on monthly basis from the date of signing of the License agreement or as and when desired by the Licensor.

(iii) The Licensor or its representative will have an access to the HUB as well as the technical facilities provided by the Licensee for monitoring, inspection etc.

(iv) Before operationalizing the INSAT MSS- Reporting Service, necessary clearances from Network Operations Control Center (NOCC), on payment of prescribed charges, will be taken by the Licensee. NOCC instructions with regard to space segment access and other relevant operational matters will have to be compiled by the Licensee.

(v) The hub station shall have the auto tracking facility to access all the satellite in INSAT Geo stationary orbit and motorized polarization adjustment facility.

6. Network Interconnection:

Interconnection with PSTN / PLMN/GMPCS Network or any other network is not permitted. However, the Licensee may interconnect with internet service providers at HUB.

7. Performance Testing:

7.1 Mandatory performance verification of HUB Station will be carried out by NOCC or any other agency authorized by the Licensor for this purpose on payment of necessary testing charges by Licensee.

7.2 For **INSAT MSS Reporting Terminal** supplied or leased by the Licensee, a certificate from the Licensee duly supported by the manufacturer certificate meeting the mandatory performance requirements shall be submitted by the Licensee to NOCC. Mandatory performance verification of **INSAT MSS Reporting Service** will be carried out by NOCC on selective basis on payment of necessary testing charges by Licensee.

8. Security Conditions:

8.1 The Licensee shall provide at its own cost technical facilities for accessing any port of the switching equipment at the HUB for interception of the messages by the designated authorities at a location as and when required.

8.2 The Licensee shall provide a voice communication facility between the HUB Station and Network Operation Control Centre at its own cost.

8.3 The Licensee will provide details of equipment, address of equipment location and site configuration details on monthly basis to the Licensor from the date of signing of the License agreement or as and when required by the Licensor.

8.4 In the areas falling within 10 Kms of Line of Control (LOC), Line of Actual Control (LAC) and International Border between Akhnoor in J&K and

Pathankot and other areas as may be notified from time to time by the Licensor, installation of Hub Station by the Licensee shall be taken up only after prior approval from local Army authorities about specific location of Hub Station with prior intimation to the Licensor and concerned TERM Cell in addition to requisite clearances. Width of this buffer zone along the borders within the Indian Territory shall be as decided by the Govt. of India from time to time. As and when there is any change in the structure of defined buffer zone, for whatsoever reason, it should be reported to the Licensor immediately. The Government and its authorized representatives may carry out physical verification of the accuracy of buffer zone so created.

8.5 The Government through appropriate notification may debar usage of MSS-R mobile terminals in certain areas in the country. The Licensee shall deny service to areas specified by designated authority immediately and in any case within six hours on request. The accuracy of denial should be +/- 100 meters of the area boundary specified. The Government or its authorised representative may carry out the accuracy check of the areas so debarred. The Licensee shall also provide the facility to carry out surveillance of User Terminal activity within a specified area.

Annexure-A

AFFIDAVIT

I, aged about years son of Shri, resident of, do solemnly affirm and state as under:

2. That I amof (Name of the Company), licensee of Service inService Area and I am duly authorised by the resolutions dated passed by Board of Directors of the Company to furnish affidavit on behalf of(Name of the Company).

3. That in compliance of condition No.. Of Schedule.....Part and Annexure.....of the License Agreement No. signed between the Company and the Department Of Telecommunications, for payment of license fee, a payment of Rs. (Rupees is being made for the period to The details of calculation of 'revenue' and license fee is as per Annexure (attached).

4. That the contents in Para 2 & 3 and Annexure are true and correct to the best of my knowledge, based on the records of the company.

Deponent.

VERIFICATION

Verified at on that the contents of paragraphs 1 to 3 of the affidavit and Annexure..... are true and correct to my knowledge, no part of it is false and nothing has been concealed there from.

Deponent.

Appendix-I to Annexure-A

Format of AUDITOR's Report on Statements of Revenue and License Fee

To
The Board of Directors,

.....
.....
.....

We have examined the attached Statement of Revenue and License Fee of (the name of the OPERATORS) for the quarter(s) ending We have also examined the reconciliation of the cumulative figures for the quarter(s) ending appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is / are to be furnished to the Central Government for assessment of the License Fee payable by the company to the Government, in terms of the LICENSE AGREEMENT No. signed between the company and the Department of Telecommunications. We report that:

1. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit.
2. In our view, the company has an adequate internal control system in relation to revenues which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.
3. No amounts payable in respect of sales tax, service tax or PSTN/toll/roaming charges were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following :
4. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/ guidelines contained in the said LICENSE AGREEMENT in this behalf and gives a true and fair view of the revenue and License Fee payable for the period computed on the basis of the aforesaid guidelines except for the following:

* Strike off wherever not applicable.

APPENDIX-II to ANNEXURE - A

----- (Name and address of operator)
INSAT MSS Reporting Service

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 as defined in Annexure II			
ii.	Revenue from supplementary/value added services.			
iii.	Service Tax			
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 sales tax)			
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			
lii.	Any other miscellaneous receipt from investments.			
4.	Non-refundable deposits.			
5.	Revenue from sharing/leasing of other infrastructure			
6.	Miscellaneous revenue.			
AA	GROSS REVENUE OF THE Licensee COMPANY:			
	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.	Service Tax paid to the Government.			
3.	Sales Tax paid to the Government			
BB	TOTAL DEDUCTIBLE REVENUE			
CC	ADJUSTED GROSS REVENUE: (AA-BB)			
	REVENUE SHARE @..... OF ADJUSTED GROSS REVENUE:			

NORMS FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS

- Accounts shall be maintained separately for each telecom service operated by the Licensee company.
- Any category of accrued revenue, the amount of which exceeds 5% of the total accrued revenue, shall be shown separately and not combined with any other item/ category.
- Accrued revenue shall indicate:
 - (a) All amounts billable for the period
 - (b) Any billings for previous years that had been omitted from the previous years' P&L Accounts.
 - (c) Any non-refundable deposits collected from the Customers/ franchisees to the extent these are credited to P&L Account for the year.
- Subsidiary registers/ ledgers shall be maintained for each item given above so also enable easy verification.
- Service revenue (amount billable) shall be shown gross and details of discount/rebate indicated separately.
- Security or any other deposits taken from the subscribers shall be shown separately, for each category, and the amount that has fallen due for refund but not yet paid also disclosed under two categories, namely:
 - Up to 45 days
 - More than 45 days
- Service Tax billed, collected and remitted to the Government shall be shown separately.
- Sales Tax billed, collected and remitted to the Government shall be shown separately.
- Details of Income from sales of goods shall be furnished indicating the income and number of items sold under each category. Method of inventory valuation used shall also be disclosed along with computation of cost of goods sold.
- Sales shall be shown gross and details of discount/ rebate allowed and of sales returns shall be shown separately.
- Income from interest and dividend shall be shown separately, without any related expenses being set-off against them on the income side of the P&L Account.
- Increase / decrease of stock shall be shown separately.
- Details of reversal of previous years' debits, if any, shall be shown component-wise, under the miscellaneous head. (e.g. Bad debts recovered etc.)
- Item-wise details of income that has been set off against corresponding expenditure.

CHAPTER-XVI

RESALE OF IPLC SERVICE

1. **Service Area:** The Service Area of Resale of International Private Leased Circuit (IPLC) Service shall be at National Level.

2. **Scope of Resale of IPLC Service:** Scope of this Authorization covers the following:

2.1(a) The Licensee is permitted to provide end-to-end International Private Leased Circuit (IPLC) between India and country of destination for any capacity denomination by obtaining the International bandwidth from International Long Distance Service Providers (ILDOS), licensed under section 4 of the Indian Telegraph Act, 1885.

(b) The Licensee shall provide the service to end subscribers by entering into arrangements for leased line with Access Providers, National Long Distance Service Providers and International Long Distance Service Providers.

(c) The Licensee can access the subscribers for provision of IPLC only and not for any other purpose.

(d) Licensee is allowed to sell bandwidth on retail basis with, or, without, value addition to end subscriber.

(f) The Licensee shall not sell the bandwidth to other licensee of 'Resale of IPLC' License.

(g) Co-location of the equipment of the licensee at cable landing station shall be as per terms and conditions as may be prescribed from time to time by TRAI.

(h) The licensee is allowed to create own infrastructure limited to multiplexing, de-multiplexing, billing and customer management system.

(i) Interconnection of IPLC with PSTN/PLMN/GMPCS/Internet Telephony Network is not permitted.

3. **Financial Conditions:**

3.1 Gross Revenue:

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, band width, 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.

3.2 Adjusted Gross Revenue (AGR):

“ADJUSTED GROSS REVENUE” for the purpose of levying License Fee as a percentage of revenue shall mean the Gross Revenue as reduced by :

(i) charges actually paid to other telecom service providers for procurement of bandwidth, last mile connectivity used for provision of end to end IPLC; (Note: Any charges paid for multiplexing, de-multiplexing, billing system and related customer management are not to be deducted.)

(ii) service tax for provision of service and sales tax actually paid to the Government, if gross revenue had included the component of service tax and sales tax.

4. **Security Conditions:**

4.1 The Licensee shall take IPLC from the licensed ILDOs. The interception and monitoring of Resellers circuits shall take place at the Gateway of the ILDO from whom the IPLC has been taken by the Licensee.

4.2 The provisioning for Lawful Interception & Monitoring of the Resellers' IPLC shall be done by the ILD Operator and the concerned ILDO shall be responsible for Lawful Interception and Monitoring of the traffic passing through the IPLC. The Resellers shall extend all cooperation in respect of interception and monitoring of its IPLC and shall be responsible for the interception results. The Licensee shall be responsible to interact, correspond and liaise with the licensor and security agencies with regard to security monitoring of the traffic.

4.3 The Licensee shall, before providing an IPLC to the customer, get the details of services/equipment to be connected on both ends of IPLC, including type of terminals, data rate, actual use of circuit, protocols/interface to be used etc. The Resellers shall permit only such type of service/protocol on the IPLC for which the concerned ILDO has capability of interception and monitoring.

4.4 Without prejudice to the liability of ILDO, the Licensee shall pass on any direct request placed by security agencies on him for interception of the traffic on their IPLC to the concerned ILDOs within two hours for necessary actions.

4.5 The Conditions No. 39.5, 39.6, 39.10(i), 39.10(ii), 39.20, 39.21(i), 39.21(ii), 39.22(i), 39.22(ii) and 39.23(ix), 39.23(x), 39.23(xvi) contained in PART-I of the Schedule to the License Agreement shall not be applicable for Resale of IPLC Service.

Annexure-A

AFFIDAVIT

I, aged about years son of Shri, resident of, do solemnly affirm and state as under:

2. That I amof (Name of the Company), licensee of Service inService Area and I am duly authorised by the resolutions dated passed by Board of Directors of the Company to furnish affidavit on behalf of(Name of the Company).

3. That in compliance of condition No.. Of Schedule.....Part and Annexure.....of the License Agreement No. signed between the Company and the Department Of Telecommunications, for payment of license fee, a payment of Rs. (Rupees is being made for the period to The details of calculation of 'revenue' and license fee is as per Annexure (attached).

4. That the contents in Para 2 & 3 and Annexure are true and correct to the best of my knowledge, based on the records of the company.

Deponent.

VERIFICATION

Verified at on that the contents of paragraphs 1 to 3 of the affidavit and Annexure..... are true and correct to my knowledge, no part of it is false and nothing has been concealed there from.

Deponent.

Appendix-I to Annexure -A

Format of AUDITOR's Report on Statements of Revenue and License Fee

To
The Board of Directors,

.....
.....
.....

We have examined the attached Statement of Revenue and License Fee of (the name of the OPERATORS) for the quarter(s) ending We have also examined the reconciliation of the cumulative figures for the quarter(s) ending appearing in the Statement of Revenue and License Fee of the company with the figures appearing in the profit and loss account of the company for the year ended which was audited by us. We understand that the aforesaid statement(s) (and the reconciliation) is / are to be furnished to the Central Government for assessment of the License Fee payable by the company to the Government, in terms of the LICENSE AGREEMENT No. signed between the company and the Department of Telecommunications. We report that:

5. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit.
6. In our view, the company has an adequate internal control system in relation to revenues which is commensurate with its size and the nature of its business. The system, in our opinion, provides reasonable assurance that there is no unrecorded revenue and that all revenue is recorded in the proper amount and in the proper period.
7. No amounts payable in respect of sales tax, service tax or PSTN/toll/roaming charges were outstanding at the last day of the quarter(s) for a period of more than two months from the date they became payable, except for the following :
8. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statement has been prepared in accordance with the norms/ guidelines contained in the said LICENSE AGREEMENT in this behalf and gives a true and fair view of the revenue and License Fee payable for the period computed on the basis of the aforesaid guidelines except for the following:

* Strike off wherever not applicable.

Appendix-II to Annexure - A

Format of Statement of Revenue and LICENCE Fee
 ----- (Name and address of OPERATOR)
 Resale of IPLC Service
 Statement of revenue and LICENCE Fee for the Quarter -----
 Of the financial year -----
 (amount in Rupees)

(AMOUNT IN RUPEES)				
Sl. No	PARTICULARS	ACTUALS FOR THE PREVIOUS QUARTER	ESTIMATED FOR THE CURRENT QUARTER	CUMULATIVE UPTO THE PREVIOUS QUARTER
1.	Revenue from IPLC			
A	Revenue			
I	IPLC revenue			
II	Pass thru revenue for usage of other networks (give OPERATOR-wise details)			
III	Service Tax			
IV	Service charges			
V	Charges on account of any other value added services, Supplementary Services etc.			
VI	Any other income / miscellaneous receipt.			
2.	Income from investments.			
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.	Miscellaneous Revenue			
AA	GROSS REVENUE OF THE Licensee COMPANY(ADD 1 - 9):			
B	DEDUCT:			
1.	Charges actually paid to other telecom service providers for procurement of bandwidth, last mile connectivity used for provision of end to end IPLC; (Note: Any charges paid for multiplexing, de-multiplexing, billing system and related customer management are not to be deducted.) (Operatorwise) (Copy of agreement to be provided in the first quarter.)			
2.	Service Tax paid to the Government.			
3.	Sales Tax paid to the Government			
BB	TOTAL DEDUCTIBLE REVENUE (1-3B)			
CC	ADJUSTED GROSS REVENUE: (AA-BB)			
	REVENUE SHARE @..... OF ADJUSTED GROSS REVENUE:			

NORMS FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS

- Accounts shall be maintained separately for each telecom service operated by the Licensee company.
- Any category of accrued revenue, the amount of which exceeds 5% of the total accrued revenue, shall be shown separately and not combined with any other item/ category.
- Accrued revenue shall indicate:
 - (d) All amounts billable for the period
 - (e) Any billings for previous years that had been omitted from the previous years' P&L Accounts.
 - (f) Any non-refundable deposits collected from the Customers/ franchisees to the extent these are credited to P&L Account for the year.
- Subsidiary registers/ ledgers shall be maintained for each item given above so also enable easy verification.
- Service revenue (amount billable) shall be shown gross and details of discount/rebate indicated separately.
- Security or any other deposits taken from the subscribers shall be shown separately, for each category, and the amount that has fallen due for refund but not yet paid also disclosed under two categories, namely:
 - Up to 45 days
 - More than 45 days
- Service Tax billed, collected and remitted to the Government shall be shown separately.
- Sales Tax billed, collected and remitted to the Government shall be shown separately.
- Details of Income from sales of goods shall be furnished indicating the income and number of items sold under each category. Method of inventory valuation used shall also be disclosed along with computation of cost of goods sold.
- Sales shall be shown gross and details of discount/ rebate allowed and of sales returns shall be shown separately.
- Income from interest and dividend shall be shown separately, without any related expenses being set-off against them on the income side of the P&L Account.
- Increase / decrease of stock shall be shown separately.
- Details of reversal of previous years' debits, if any, shall be shown component-wise, under the miscellaneous head. (e.g. Bad debts recovered etc.)

Item-wise details of income that has been set off against corresponding expenditure.

Definition of Terms and expressions

Unless the context otherwise requires, the different terms and expression used shall have the meaning assigned to them in the following paragraphs:

1. **ACCESS GATEWAY (AG):** The AG is located in the service provider's network. It supports the line side interface to the core IP network for use by phones, devices, and PBXs. This element provides functions such as media conversion (circuit to Packet, Packet to circuit) and echo control.
2. **ACCESS SERVICES (AS)** means telecommunication service provided to subscribers by means of a telecommunication system for the conveyance of voice or non-voice messages through wired or wireless telegraphy on the network of the Access Service Provider. The subscriber shall have identity indicated by a number or any other address approved by the Licensor. The subscriber shall be registered and authenticated by the network of Access Service Provider. Access Service does not cover broadcasting of any voice or non-voice messages. However, Cell Broadcast is permitted only to the subscribers of the service. Scope of Service provided under the Access Service Authorization shall be governed by the terms and conditions as provided in Chapter VIII.
3. **ACCESS SPECTRUM** means the Radio Frequency Spectrum allotted for use to carry voice or non-voice messages from subscriber terminal to the Base Station/designated point of aggregation.
4. **APPLICABLE SYSTEMS** means all the necessary equipment, systems / sub-systems and components of the network engineered to meet relevant ITU standards, ITU-T, ITU-R recommendations, TEC specifications and International standardization bodies, such as, ITU, ETSI, IEEE, ISO, IEC etc. or International Fora, viz., 3GPP, 3GPP-2, IETF, MEF, WiMAX, Wi-Fi, IPTV, IPv6, etc. for provision of SERVICE in accordance with operational, technical and quality requirements and other terms and conditions of the License Agreement.
5. **AUDITOR** means the Licensee's auditor for the time being appointed for the purpose and in accordance with the provisions of the Companies Act, 1956.
6. **BASE STATION** means a fixed radio transmitter/receiver station, which provides a link between the Mobile Station and Mobile Switching Centre (MSC).
7. **BASE STATION CONTROLLER or BSC** means a network element to control a set of base stations and connected to such Base Stations through certain transmission media.
8. **BSNL** means Bharat Sanchar Nigam Limited and/ or its successors.

9. CALLING LINE IDENTIFICATION (CLI) means identity of the calling/originating subscriber in terms of the telephone number assigned as per E.164 of ITU Recommendation/IP Address or any other identification as may be prescribed by the Licensor from time to time.

10. CELL means a geographical area served by Station for Wireless Telegraphy which is dedicated to transmitting or receiving Messages which have been or are to be conveyed by Telecommunication systems designed or adapted to, and capable of being used while in motion situated for the time being in that area.

11. CELLULAR MOBILE TELEPHONE SERVICE (CMTS) means a mobile telecommunication service provided through a radio network distributed over geographical areas called Cells, each served by at least one Base Station and in which the radio frequencies are used to connect the Mobile Stations to telecommunication systems which are designed or adapted to be capable of being use while in motion and are assigned automatically. Further, the system providing the service is capable of handing-off the messages automatically, while the Mobile Station moves from Cell to Cell.

12. CLOSED USER GROUP (CUG):

A Closed User Group is Permissible for following categories of business association:-

- i) Producer of goods and his trader/agent;
- ii) Provider of service and his trader/agent;
- iii) Producer of same category of goods (e.g. manufactures of petroleum products); and
- iv) Provider of the same category of service (e.g. bank).

Provided that ultimate consumer of a service or a product shall not be a part of the Closed User Group.

A Closed User Group can also be formed among a holding company and its subsidiaries, these terms being defined as per the Companies Act 1956. Provided that such Closed User Group shall be only for the purposes of legitimate internal business communications of the group.

13. CONNECTABLE SYSTEM means a telecommunication system which is authorized to be run under a License to provide public telecommunications service and is authorized to be connected to the Applicable system.

14. CUSTOMER means any person or legal entity, which subscribes to / avails of the service from the Licensee. In this License, the words 'Customer' and 'Subscriber' have been used interchangeably.

15. DESIGNATED AUTHORITY means the entity who is authorized or empowered by the Licensor to issue instructions and to seek adherence to them.

16. DIRECT EXCHANGE LINE (DEL) means a telephone connection between the subscriber's terminal equipment and the terminal exchange.

17. DISPUTES SETTLEMENT: As per provisions of Telecom Regulatory Authority of India Act, 1997, the dispute between Licensee and the Licensor shall be settled in the Telecom Disputes Settlement and Appellate Tribunal, if such dispute arises out of or connected with the provisions of this AGREEMENT. In the event of any amendment or modification or replacement of TRAI Act, 1997 such modified provisions shall apply for adjudication of the said dispute.

18. DOMAIN NAME means address of a computer, organization, or entity on a TCP/IP network such as Internet.

19. DOT means Department of Telecommunications, Government of India who is also the **Licensor**. DoT & Licensor, wherever used in the License agreement are inter-changeable.

20. EFFECTIVE DATE OF LICENSE means the date which is so specified in this License agreement.

21. EFFECTIVE DATE OF SPECTRUM means the date which is so specified in the terms and conditions of the auction/allotment of spectrum.

22. EMERGENCY means a emergency of any kind, including any circumstances resulting from major accidents, natural/man-made disasters and incidents involving toxic or radio-active materials or as declared by Govt. from time to time.

23. EMERGENCY SERVICES means the relevant public, police, fire, ambulance, coast guard or any other services so declared by the Licensor.

24. ENGINEERING: The technical application of the dimensioning rules and results thereof in order to provide network resources to meet specified Grade of Service (GOS).

25. ENTRY FEE: The prescribed non-refundable amount of fee to be paid before signing of LICENSE AGREEMENT to provide authorized Services in a Service Area.

26. FUNDAMENTAL PLAN includes Numbering Plan, Traffic Routing and Switching Plan, Signalling Plan and Transmission Plan issued by Department of Telecom as amended from time to time.

27. GATEWAY MOBILE SWITCHING CENTRE means a Mobile Switching Centre with an additional functionality that allow the mobile network to interface with other network.

28. Global Mobile Personal Communications by Satellite (GMPCS) system means "any satellite system (i.e. fixed or mobile, broad-band or narrow-band, global or regional, geo-stationary or non geo-stationary, existing or planned) providing telecommunication services directly to end users from a single or constellation of satellites".

29. HOME NETWORK means the network established by the Licensee from which its subscriber normally receive the service.

30. ICC means INSAT Coordination Committee.

31. ILD POINT OF PRESENCE (POP) means a technical arrangement made by International Long Distance Service Operator under which it can accept outgoing calls from and deliver terminating calls to the area required to be served from such POP. It is expected that switch capacity and bandwidth of the interconnecting link would be dimensioned by International Long Distance Operator based upon its projections of the traffic to be carried by POP".

32. INFRASTRUCTURE PROVIDER(S) mean a company registered with DoT as IP-I providing inactive elements of the telecom network including dark fibers, right of way, duct space, towers etc. as well as IP-II LICENSEES who provide end-to-end bandwidth to telecom service providers.

33. INSAT-MSS REPORTING SERVICE means a one way Satellite based messaging service available through INSAT. The basic nature of this service is to provide a reporting channel via Satellite to the group of people, who by virtue of their nature of work are operating from remote locations without any telecom facilities and need to send short textual message or short data occasionally to a central station. The service provides one way message reporting (Transmit only) facility from anywhere in India (Restricted to Geographical boundaries of India). **INSAT-MSS Reporting Service** is a low speed data service with the maximum capacity limited to 300 bps.

34. INSAT SATELLITE SYSTEM means Indian satellite system in which the satellites are either built or procured by the Department of Space (DOS), Government of India. DOS may lease transponders from other satellite systems to augment the capacity of the INSAT satellite system.

35. INSTALLED CAPACITY means the total number of lines for which switching equipment is available in the exchange for connection of subscribers.

36. INTERCONNECTION is as defined by the TRAI in its relevant regulations.

37. INTERNATIONAL LONG DISTANCE NETWORK means a network of transmission and switching elements connected in a predetermined fashion to provide international bandwidth/switched bearer interconnection from/to POP of the ILD Service Provider to/from the International destination.

38. INTERNATIONAL LONG DISTANCE SERVICE means provision of international bandwidth/switched bearer interconnection over the International Long Distance Network of the Licensee. Scope of Service provided under the ILD Service Authorization shall be governed by the terms and conditions as provided in Chapter XI.

39. INTERNATIONAL PRIVATE LEASED CIRCUIT: International Private Leased Circuit is defined as point to point non-switched physical connections/transmission bandwidth including virtual private network (VPN) using circuit or packet switched technology between user in India and user abroad.

40. INTERNET LEASED LINE (ILL) means any dedicated link (on wired or wireless media) from a port on Internet node to subscriber premises having un-contended and symmetrical full duplex capacity.

41. INTER – CIRCLE TRAFFIC means the Long Distance traffic originating in one Telecom Circle/Metro Area and terminating in another Telecom Circle/Metro Area.

42. INTRA- CIRCLE TRAFFIC means the traffic originating and terminating within boundaries of the same Telecom Circle/Metro Area.

43. IPTV (Internet Protocol Television) service (or technology) is a convergence service (or technology) of the telecommunications and broadcasting through QoS controlled Broadband Convergence IP Network including wire and wireless for the managed, controlled and secured delivery of a considerable number of multimedia contents such as Video, Audio, data and applications processed by platform to a customer via Television, PDA, Cellular, and Mobile TV terminal with STB module or similar device.

44. INTERNET: Internet is a global information system that:

- (i) is logically linked together by a globally unique address, based on Internet Protocol(IP) or its subsequent enhancements/upgradations;
- (ii) is able to support communications using the Transmission Control Protocol/Internet Protocol (TCP/IP) suite or its subsequent enhancements/upgradations, and all other IP compatible protocols;

45. IP ADDRESSES: Operation of Internet services requires IP address which can have up to 128 bit binary address or higher in future. This address is required for connection on Internet. Typically, it is required for the ports of the routers, for the user end equipments/devices etc.

46. INTERNET TELEPHONY means transfer of message(s) including voice signal(s) through public internet.

47. LEASED CIRCUIT: Leased circuit is defined as point to point non-switched physical connections/transmission bandwidth including virtual private network (VPN) using circuit or packet switched technology.

48. LENDER: means the parties referred to in the Schedule of the Tripartite Agreement and includes any Syndicate member or participant lender in any syndicate/participation financing.

49. LICENSE: License means a License granted or having effect as if granted under section 4 of the Indian Telegraph Act 1885 and Indian Wireless Act 1933.

50. LICENSE FEE means a fee payable by Licensee at prescribed intervals and rates for the period of the License.

51. Licensee: A registered Indian Company that has been awarded License to provide service(s) authorized under the License, within the geographical boundaries of the specified Service Area.

52. LOCAL CALLS mean calls originating and terminating within the same local area, which are charged at local call rates. Remote Subscribers' Unit (RSU)/ Remote Line Unit (RLU) Concentrators/Media Gateway having switching functions will be treated as an exchange for the purposes of this definition. For Basic Service, the SDCA is local area and for mobile network, the Service area is local area.

53. LONG DISTANCE NETWORK is a network of transmission and switching elements connected in a predetermined fashion to provide bandwidth /switched bearer interconnection between different SDCAs/SDCCs. Physically the network elements may be co-located or be a part of bigger elements.

54. LONG DISTANCE CALL is defined as a call terminating in a local area other than that in which it is originated.

55. LONG DISTANCE CHARGING AREA (LDCA) means one of the several areas into which the country is divided and declared as such for the purpose of charging for trunk calls which generally is co-terminus with Secondary Switching Area.

56. LONG DISTANCE CHARGING CENTRE (LDCC): A particular Trunk Exchange/Location in a Long Distance Charging Area declared as such for the purpose of charging long distance calls. LDCCs are generally co-terminus with Head Quarters of SSAs.

57. MESSAGE means anything falling within sub-section (3) of section 3 of the Indian Telegraph Act 1885.

58. MOBILE NUMBER PORTABILITY (MNP) means a facility which allows subscribers to retain their existing telephone number when they switch from one access service provider to another irrespective of mobile technology or from one technology to another of the same or any other access service provider.

59. MOBILE STATION means a station in the mobile service intended to be used while in motion or during halts at unspecified points. Mobile station or mobile handset or user terminal wherever used in the License agreement, are inter-changeable.

60. MOBILE SWITCHING CENTRE (MSC) means the switching equipment installed as a part of the network which performs all switching functions of calls for providing various services under the scope of this License.

61. MEDIA GATEWAY CONTROLLER (MGC) ALSO KNOWN AS SOFTSWITCH, CALL SERVER (CS), CALL AGENT, CALL CONTROLLER:

The Media Gateway Controller is located in the service provider's network and handles call control and authorize functions, typically maintaining call state for every call in the network. A MGC interacts with Application Servers to provide services that are not directly hosted on MGC in Packet Based networks .It handles the registration and management of resources at the media gateway. A media gateway controller exchanges messages with central office switches via a signaling gateway. It processes the signaling for all types of packet protocols. It controls connection services for a media gateway and/or native IP endpoints, selects processes that can be applied to a call, provides routing for a call within the network based on signaling and customer database information, transfers control of the call to another network element, and interfaces to and support management functions such as provisioning, fault, billing, etc.

62. MEDIA GATEWAY (MG): A protocol converter that interfaces a traditional public switched telephone network (PSTN), or device running PSTN protocols, with a device running the Internet protocol (IP) suite. As the Media Gateway connects different types of networks, one of its main functions is to convert between the different transmission and coding techniques. Media streaming functions such as echo cancellation, DTMF, and tone sender are also located in the Media Gateways.

63. MTNL means Mahanagar Telephone Nigam Limited.

64. NATIONAL LONG DISTANCE NETWORK is a network of transmission and switching elements connected in a predetermined fashion to provide bandwidth /switched bearer interconnection between SDCAs/SDCCs of two Telecom Circles/Metro Areas. Physically the network elements may be co-located or be a part of bigger elements.

65. NATIONAL LONG DISTANCE (NLD) SERVICE refers to the provision of bandwidth / carriage of switched bearer telecommunication service over the national long distance network of the Licensee between SDCAs/SDCCs of two Telecom Circles/Metro Areas. Scope of Service provided under the NLD Service Authorization shall be governed by the terms and conditions as provided in Chapter X.

66. NATIONAL LONG DISTANCE SERVICE PROVIDER is the telecom service provider providing the required digital capacity to carry long distance telecommunication service within the scope of License for National Long Distance Service, which may include various types of tele-services defined by the ITU, such as voice, data, fax, text, video and multi-media etc.

67. NETWORTH shall mean the sum total, in Indian rupees, of paid up equity capital and free reserves and surplus net of accumulated losses converted at the prevalent conversion rate indicated by the Reserve Bank of India on the date of the application.

68. Next Generation Network (NGN): As per ITU-T recommendation Y.2001, A Next Generation Network (NGN) is a packet-based network able to provide services including Telecommunication Services and able to make use of multiple broadband, QoS-enabled transport technologies and in which service-related functions are independent from underlying transport-related technologies. It offers unrestricted access by users to different service providers. It supports generalized mobility which will allow consistent and ubiquitous provision of services to users.

69. NOCC means Network Operations Control Centre of the Department of Telecom, Government of India.

70. OTHER SERVICE PROVIDER (OSP) means Indian company registered with DoT to provide application services like tele-banking, tele-medicine, tele-education, tele-trading, e-commerce, Call center, network operation centre and other IT enabled services by using telecom facilities provided by various Telecom Licensees.

71. OR/QR (OPERATIONAL /QUALITY REQUIREMENT) SPECIFICATIONS means technical and quality requirements contained in the OR/QR Specifications of Telecom Engineering Centre, Department of Telecommunications unless otherwise specified.

72. POINT OF INTERCONNECTION (POI) means authorized interconnection point for ingress and egress of traffic among the interconnecting applicable systems of service providers in accordance with TRAI regulations/orders.

73. POINT OF PRESENCE (POP) means applicable system of appropriate capacity set up by the Service Provider to provide, on demand, service of prescribed quality and grade of service in a non-discriminatory manner.

74. PUBLIC LAND MOBILE NETWORK (PLMN) means a specified switched public land based telephone network providing mobile telecom services.

75. PUBLIC SWITCHED TELEPHONE NETWORK (PSTN) means a specified switched public telephone network providing fixed and/or limited mobility two-way switched telecommunications service to the general public.

76. PUBLIC UTILITY SERVICE means a service, as declared by the Licensor from time to time, for use of general public by access through telecommunication links.

77. QUALITY OF SERVICE: Quality of Service is evaluated on the basis of observable measure on the grade of service, Calls lost due to wrong processing, the bit error rate or the response time and also includes acceptable grade of number of faults per unit population of the subscriber served, the mean time to restore (MTTR), faults carried over beyond the MTTR and the satisfactory disposal thereof.

78. RADIO TRANSMITTER means the Radio Transmitter and Receiver at base stations.

79. ROAMING means the facility to a customer to avail services subscribed in its home network, while travelling outside the geographical coverage area of the home network, by means of using a visited network. For Access Services, the scope of roaming facility shall be as provided in the Access Service Authorization in Chapter VIII.

80. SATCOM means Satellite Telecommunication.

81. SECONDARY SWITCHING AREA means an area covered by a group of Short Distance Charging Areas (SDCAs) as per Annexure – VII.

82. SERVICE means collection, carriage, transmission and delivery of messages over Licensee's network in Service Area as per authorization under this License.

83. SERVICE AREA means the specified geographical area for which service authorization has been granted under this license. For NLD, ILD, VSAT, INSAT MSS-R, GMPCS, IPLC and ISP Category "A" services, the service area is geographical area of the country. For Access Service, PMRTS and ISP Category "B" services, the service area is geographical area of a Telecom Circle/Metro as mentioned in Annexure-V. For ISP Category "C" services, the service area is geographical area of an SSA as mentioned in Annexure-VII.

84. SERVICE PROVIDERS means Telecom service provider licensed under Section 4 of the Indian Telegraph Act 1885 for provision of service

85. SHORT DISTANCE CHARGING AREA (SDCA) means one of the several areas into which a Long Distance Charging Area is divided and declared as such for the purpose of charging for trunk calls and within which the local call charges and local numbering scheme is applicable. SDCAs, with a few exceptions, coincide with revenue tehsil / taluk.

86. SHORT DISTANCE CHARGING CENTRE (SDCC) means a particular exchange in Short Distance Charging Area declared as such for the purpose of charging trunk calls. Head quarters of SDCAs are generally SDCCs.

87. SIGNALING GATEWAY (SG): The SG provides the authorize interface between the VoIP network and the PSTN authorize network. It terminates SS7 links and provides Message Transport Part (MTP) Level 1 and Level 2 functionality. Each SG communicates with its associated CS to support the end-to-end authorize for calls.

88. SIM CARD Subscriber Identity Module (SIM) Card, which is fitted into a mobile station, after which the mobile station can be activated to make or receive voice/non-voice messages.

89. SPECIAL AUDITOR means Auditors listed in the panel of Auditors having same powers as of the company's AUDITOR as envisaged in the Companies Act, 1956.

90. SUBSCRIBER means any person or legal entity, which subscribes to / avails of the service from the Licensee. In this License, the words 'Customer' and 'Subscriber' have been used interchangeably.

91. SUBSCRIBER TERMINAL (UT) (FIXED AND MOBILE TERMINAL OR HAND SET OR MOBILE STATION) means the equipment used by the subscribers to avail the service provided by the Licensee.

92. TARIFF means rates and related conditions at which telecommunication services within India and outside India may be provided including rates and related conditions at which messages shall be transmitted to any country outside India, deposits, installation fees, rentals, free calls, usage charges and any other related fees or service charge. The term tariff will have the same meaning as may be defined in the Telecommunication Tariff Orders to be issued by the TRAI from time to time.

93. TDSAT means Telecom Disputes Settlement and Appellate Tribunal.

94. TEC means Telecom Engineering Centre, Department of Telecommunications.

95. TELEPHONE MEANS an item of telecommunication apparatus capable when connected to the Applicable System, of transmitting and receiving uninterrupted simultaneous two way speech conveyed, or to be conveyed, as the case may be, by means of that System.

96. TRAI means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.

97. TRIPARTITE AGREEMENT means an agreement signed amongst the Licensee, Licensor and Lender in the prescribed format with a view to help and facilitate the financing of the Project to be set up by the Licensee, the terms and conditions of which, inter-alia, provide for transfer/assignment of License to a third party in the event of default by the Licensee, as defined therein.

98. Trunk Media Gateway (TMG): The TMG supports a trunk side interface to the PSTN and/or IP routed flows in the packet network. It supports functions such as packetisation, echo control etc.

99. UL(AS) means a Unified License (Access Service).

100. Universal Service Obligation Fund (USOF) means the fund established under Sub-section (1) of Section 9A of the Indian Telegraph Act, 1885.

101. Universal Service Obligation (USO) means obligation to provide access to telegraph services to people in rural and remote areas as prescribed by Govt. from time to time.

102. VSAT means Very Small Aperture Terminal.

103. WPC means Wireless Planning and Co-ordination Wing of the Ministry of Communications, Department of Telecommunications, Government of India.

104. YEAR for the purpose of the License Fee shall be the financial year ending 31st March and the four quarters shall respectively end on 30th June, 30th September, 31st December and 31st March.

Annexure-II

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	220.000	44.000	0.010
Service Authorization wise requirements							
1	Access Service (Telecom Circle / Metro Area)	2.500	2.500	1.000 (0.5 for NE & J&K)	10.000	2.000	0.005
2	NLD (National Area)	2.500	2.500	2.500	2.500	5.000	0.005
3	ILD (National Area)	2.500	2.500	2.500	2.500	5.000	0.005
4	VSAT (National Area)	Not Prescribed	Not Prescribed	0.300	0.500	0.300	0.005
5	PMRTS (Telecom circle/Metro)	Not Prescribed	Not Prescribed	0.005	0.010	0.010	0.0015
6	GMPCS (National Area)	2.500	2.500	1.000	2.500	1.000	0.005
7	INSAT MSS-R (National Area)	Not Prescribed	Not Prescribed	0.300	0.020	0.020	0.005
8	ISP "A" (National Area)	Not Prescribed	Not Prescribed	0.300	2.000	0.100	0.005
9	ISP "B" (Telecom circle/Metro Area)	Not Prescribed	Not Prescribed	0.020	0.100	0.010	0.0015
10	ISP "C" (SSA)	Not Prescribed	Not Prescribed	0.002	0.005	0.001	0.001
11	Resale IPLC(National Area)	2.500	2.500	1.000	2.000	1.000	0.005

PROFORMA FOR PERFORMANCE BANK GUARANTEE

To

The President of India

In consideration of the President of India (hereinafter referred to as 'the Authority') having agreed to grant a Unified License with Service authorization forService under Chapter(s)..... forService Area of the said Unified License to M/s _____ of _____ (hereinafter called 'the Licensee') to establish, maintain and operate the authorized service(s)(hereinafter called 'the Service') in the Service area as per Letter of Intent/ Unified License No. _____ dated _____ (hereinafter called 'the said License') on the terms and conditions contained in the said Unified License, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. _____ (in words _____) for the service by way of security for the due observance and performance of the terms and conditions of the said License. We _____ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of the Licensee hereby irrevocably and unconditionally guarantee to the Authority that the Licensee shall render all necessary and efficient services which may be required to be rendered by the Licensee in connection with and/or for the performance of terms and conditions of the said Licensee and further guarantees that the service which shall be provided by the Licensee under the said License, shall be actually performed in accordance with the terms & conditions of the License to the satisfaction of the Authority.

2. We, the Bank, hereby undertake to pay the Authority an amount not exceeding Rs.....(Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Licensee of the terms and conditions contained in the said License including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said License, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs. _____ (Rupees _____ Only) to the Authority to secure due and faithful performance by the Licensee of all his/their obligations under the said License.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Authority by reason of breach by the said Licensee of any of the terms or conditions contained in the

said License or by reason of the Licensee's failure to perform any of its obligations under the said License."

5. We, the Bank, hereby agree that the decision of the Authority as to whether the Licensee has failed to or neglected to perform or discharge his duties and obligations under the terms and conditions of the License as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said License and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

- (a) the Guarantee herein contained shall remain in full force and effect for entire currency of the License from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said License have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said License have been fully and properly carried out by the said Licensee and accordingly discharged this guarantee.
- (b) the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said License or to extend time of performance of any obligations by the said Licensee from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Licensee and to forbear or to enforce any of the terms and conditions relating to the said License and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Licensee or forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said Licensee or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
- (c) any claim which we have against the Licensee shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Authority exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.
- (d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the Licensee.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. We, the Bank agree that this guarantee may be invoked on a number of occasions for part amounts, with the balance standing in favour of the

Authority, but so that the total amount payable hereunder shall not exceed Rs.....

In case where the Bank Guarantee issuing branch is not located at the station/city as required by the Licensor, any notice for invocation, sent by Licensor through Fax to the branch of the Bank issuing this Guarantee, with an ink signed copy to a local branch in the service area of the Licensee, namely (to be designated by the bank at station/city prescribed by the Licensor) within the validity period shall be deemed to be a valid notice on the Bank for invocation of this Bank Guarantee.

9. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs..... and our Guarantee shall remain in force untilyear from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated _____ day _____

for

(Name of the Bank)

Witness:

1.....

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2.....

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PROFORMA FOR FINANCIAL BANK GUARANTEE

To

The President of India

In consideration of the President of India (hereinafter referred to as 'the Authority') having agreed to grant a Unified License with Service authorization forService under Chapter(s)..... forService Area of the said Unified License to M/s _____ of _____

(hereinafter called 'the Licensee') to establish, maintain and operate the authorized service(s) (hereinafter called 'the Service') in the Service Area as per Letter of Intent/ Unified License No. _____ dated _____ (hereinafter called 'the said License') on the terms and conditions contained in the said Unified License, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. _____ (in words _____) under the said License by way of security for payment of the said License fee as well as such other fees or charges required to be paid by the Licensee under the License. We _____ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of the Licensee hereby irrevocably and unconditionally guarantee to the Authority that the Licensee shall pay all the dues, including but not limited to, the License fee etc. to the Authority.

2. We, the Bank, hereby undertake to pay the Authority an amount not exceeding Rs.(Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any failure of the Licensee to extend the validity of the guarantee or give a fresh guarantee in lieu of existing one in terms of the License Agreement, pay all the above mentioned fees, dues and charges or any part thereof within the periods stipulated in the License.

3. We, the Bank, hereby further undertake to pay as primary obligor and not merely as surety to pay such sum not exceeding Rs. _____ (Rupees _____ Only) to the Authority immediately on demand and without demur stating that the amount claimed is due by way of failure of the Licensee to pay any fees or charges or any part thereof in terms of the said License.

4. WE, THE BANK, DO HEREBY DECLARE AND AGREE that the decision of the Authority as to whether Licensee has failed to pay the said License fees or any other fees or charge or any part thereof payable under the said License and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on us.

5. WE, THE BANK, DO HEREBY DECLARE AND AGREE that the

(a) Guarantee herein contained shall remain in full force and effect for a period of Two Years from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said License have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said License have been fully and properly carried out by the said Licensee and accordingly discharged this guarantee.

(b) The Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said License or to extend time of performance of any obligations by the said Licensee from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Licensee and to forbear or to enforce any of the terms and conditions relating to the said License and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Licensee or forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said Licensee or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against the Licensee shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Authority exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the Licensee.

6. We, the BANK, undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

7. We, the Bank agree that this guarantee may be invoked on a number of occasions for part amounts, with the balance standing in favour of the Authority, but so that the total amount payable hereunder shall not exceed Rs.....

In case where the Bank Guarantee issuing branch is not located at the station/city as required by the Licenser, any notice for invocation, sent by Licenser through Fax to the branch of the Bank issuing this Guarantee, with an ink signed copy to a local branch in the service area of the Licensee, namely (to be designated by the bank at station/city prescribed by the Licenser) within the validity period shall be deemed to be a valid notice on the Bank for invocation of this Bank Guarantee.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs..... and our Guarantee shall remain in

force until....year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated_____ day _____ for

(Name of the Bank)

Witness:

1.....
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2.....
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ANNEXURE-V

**SERVICE AREA (TELECOM CIRCLES/ METROS) AND THE AREAS
COVERED BY THEM FOR THE PURPOSE OF THIS LICENSE**

Sl. No.	Name of Service Area	Areas covered
01.	West Bengal Service Area	Entire area falling within the Union Territory of Andaman & Nicobar Islands and area falling within the State of West Bengal and the State of Sikkim excluding the areas covered by Kolkata Metro Service Area.
02.	Andhra Pradesh Service Area	Entire area falling within the State of Andhra Pradesh.
03.	Assam Service Area	Entire area falling within the State of Assam.
04.	Bihar Service Area	Entire area falling within the re-organised State of Bihar and newly created State of Jharkhand pursuant to the Bihar Reorganisation Act, 2000 (No.30 of 2000) dated 25 th August, 2000.
05.	Gujarat Service Area	Entire area falling within the State of Gujarat and Union Territory of Daman and Diu, Silvassa (Dadra & Nagar Haveli).
06.	Haryana Service Area	Entire area falling within the State of Haryana except Panchkula town and the local areas served by Faridabad and Gurgaon Telephone exchanges.
07.	Himachal Pradesh Service Area	Entire area falling within the State of Himachal Pradesh
08.	Jammu & Kashmir Service Area	Entire area falling within the State of Jammu & Kashmir including the autonomous council of Ladakh.
09.	Karnataka Service Area	Entire area falling within the State of Karnataka
10.	Kerala Service Area	Entire area falling within the State of Kerala and Union Territory of Lakshadweep and Minicoy.
11.	Madhya Pradesh Service Area	Entire area falling within the re-organised State of Madhya Pradesh as well as the newly created State of Chattisgarh pursuant to the Madhya Pradesh Reorganisation Act, 2000 (No:28 of 2000) dated 25 th August, 2000.
12.	Maharashtra Service Area	Entire area falling within the State of Maharashtra and Union Territory of Goa, excluding areas covered by Mumbai Metro Service Area.
13.	North East Service Area	Entire area falling within the States of Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.
14.	Orissa Service Area	Entire area falling within the State of Orissa.
15.	Punjab Service Area	Entire area falling within the State of Punjab and Union territory of Chandigarh and Panchkula town of Haryana.
16.	Rajasthan Service Area	Entire area falling within the State of Rajasthan.

17*	Tamilnadu Service Area (including Chennai Service Area)	Entire area falling within the State of Tamilnadu and Union Territory of Pondichery.
17 A*	Tamilnadu Service Area (excluding Chennai Service Area)	Entire area falling within the State of Tamilnadu and Union Territory of Pondichery excluding Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges
17 B*	Chennai Service Area	Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges
18.	Uttar Pradesh (West) Service Area	Entire area covered by Western Uttar Pradesh with the following as its boundary districts towards Eastern Uttar Pradesh :Pilibhit, Bareilly, Badaun, Kasganj (Kanshiram Nagar), Etah, Mainpuri, Etawah and Auraiya. It will exclude the local telephone area of Ghaziabad and Noida. However, it will also include the newly created State of Uttaranchal pursuant to the Uttar Pradesh Re-organisation Act, 2000 (No.29 of 2000) dated 25 th August, 2000.
19.	Uttar Pradesh (East) Service Area	Entire area covered by Eastern Uttar Pradesh with the following as its boundary districts towards Western Uttar Pradesh :Shahjahanpur, Kannauj, Farrukhabad, Lakhimpur, Kanpur Rural and Jalaun(Orai).
20.	Delhi Service Area	Local Areas served by Delhi, Ghaziabad, Faridabad, Noida, and Gurgaon Telephone Exchanges
21.	Kolkata Service Area	Local Areas served by Calcutta Telephones.
22.	Mumbai Service Area	Local Areas served by Mumbai, New Mumbai and Kalyan Telephone Exchanges

NOTE:

1. Yenum, an area of Union Territory of Pondicherry is served under Andhra Pradesh Telecom Circle in East Godavari LDCA.
2. The definition of Local areas of exchanges will be as applicable to the existing cellular operators, i.e. at the time of grant of cellular Licenses in Metro cities.
3. The definition of local areas with regard to the above service area as applicable to this License is as per definition applicable to Cellular Mobile Service Licenses as in the year 1994 & 1995, when those Licenses were granted to them. This is in accordance with respective Gazette Notification for such local areas wherever issued and as per the statutory definition under Rule 2 (w) Indian Telegraph Rules, 1951, as it stood during the year 1994/1995 where no specific Gazette Notification has been issued.

* Erstwhile Chennai Service Area & Tamilnadu (excluding Chennai) Service Area as defined in UAS License, have been merged to make a single Service area namely Tamilnadu Service Area. For Unified License, there will be Tamilnadu Service Area as defined at SI No. 17 in the above List of Service Areas.

ANNEXURE-VI

Details of Maximum amount of Penalty under each Service Authorization

Sl No.	Service Authorization	Maximum Amount of Penalty per violation for each occasion in Service Area
1	Access	50 Crore
2	NLD	50 Crore
3	ILD	50 Crore
4	Resale of IPLC	1 Crore
5	ISP Cat A	1 Crore
6	ISP Cat B	20 Lakh
7	ISP Cat C	10 Lakh
8	INSAT MSS-R	10 Lakh
9	GMPCS	50 Crore
10	PMRTS	10 Lakh
11	VSAT CUG	1 Crore

ANNEXURE-VII

LIST OF SECONDARY SWITCHING AREA (SSA)

S. No.	Telecom Circle/Metro Area	Secondary Switching Area
1	ANDAMAN & NICOBAR	ANDAMAN & NICOBAR
2	ANDHRA PRADESH	ADILABAD
3	ANDHRA PRADESH	ANANTPUR (GUNTAKAL)
4	ANDHRA PRADESH	CHITTOOR
5	ANDHRA PRADESH	CUDDAPAH
6	ANDHRA PRADESH	ELURU
7	ANDHRA PRADESH	GUNTUR
8	ANDHRA PRADESH	HYDERABAD
9	ANDHRA PRADESH	KARIMNAGAR
10	ANDHRA PRADESH	KHAMAM
11	ANDHRA PRADESH	KURNOOL
12	ANDHRA PRADESH	MAHABUBNAGAR
13	ANDHRA PRADESH	NALGONDA
14	ANDHRA PRADESH	NELLORE
15	ANDHRA PRADESH	NIZAMABAD
16	ANDHRA PRADESH	ONGOLE
17	ANDHRA PRADESH	RAJAHMUNDRI
18	ANDHRA PRADESH	SANGAREDDY
19	ANDHRA PRADESH	SRIKAKULAM
20	ANDHRA PRADESH	VISAKHAPATNAM
21	ANDHRA PRADESH	VIZAYANAGARAM
22	ANDHRA PRADESH	WARANGAL
23	ANDHRA PRADESH	VIJAYAWADA
24	ASSAM	GUWAHATI
25	ASSAM	SILCHAR
26	ASSAM	TEZPUR
27	ASSAM	TINSUKHIA (DIBRUGARH)
28	ASSAM	BONGAIGAON (KOKRAJHAR)
29	ASSAM	JORHAT
30	ASSAM	NAGAON
31	BIHAR	CHAPRA
32	BIHAR	DALTONGANJ
33	BIHAR	DARBHANGA
34	BIHAR	DEOGHAR (DUMKA)
35	BIHAR	GAYA
36	BIHAR	HAZARIBAGH
37	BIHAR	JAMSHEDPUR

38	BIHAR	KATIHAR
39	BIHAR	MOTIHARI
40	BIHAR	MUZAFFARPUR
41	BIHAR	PATNA
42	BIHAR	RANCHI
43	BIHAR	SAHARSA
44	BIHAR	ARRAH
45	BIHAR	BHAGALPUR
46	BIHAR	DHANBAD
47	BIHAR	MONGHYAR
48	BIHAR	SASARAM
49	GUJARAT	AHMEDABAD
50	GUJARAT	BHARUCH
51	GUJARAT	BHUJ
52	GUJARAT	GODHRA
53	GUJARAT	JAMNAGAR
54	GUJARAT	PALANPUR
55	GUJARAT	SURAT
56	GUJARAT	VADODARA
57	GUJARAT	AMRELI
58	GUJARAT	BHAVNAGAR
59	GUJARAT	HIMATNAGAR
60	GUJARAT	JUNAGARH
61	GUJARAT	MEHSANA
62	GUJARAT	NADIAD
63	GUJARAT	RAJKOT
64	GUJARAT	SURENDRANAGAR
65	GUJARAT	VALSAD
66	HARYANA	AMBALA
67	HARYANA	GURGAON
68	HARYANA	HISSAR
69	HARYANA	NARNAUL
70	HARYANA	ROHTAK
71	HARYANA	JIND
72	HARYANA	KARNAL
73	HARYANA	SONIPAT
74	HIMACHAL PRADESH	KANGRA (DHARMSALA)
75	HIMACHAL PRADESH	KULLU
76	HIMACHAL PRADESH	SHIMLA
77	HIMACHAL PRADESH	HAMIRPUR
78	HIMACHAL PRADESH	MANDI
79	HIMACHAL PRADESH	SOLAN

80	JAMMU & KASHMIR	SRINAGAR
81	JAMMU & KASHMIR	JAMMU
82	JAMMU & KASHMIR	LEH
83	JAMMU & KASHMIR	RAJOURI
84	JAMMU & KASHMIR	UDHAMPUR
85	KERALA	CALICUT (KOZHIKODE)
86	KERALA	CANNANORE
87	KERALA	ERNAKULAM
88	KERALA	KAVARATHY
89	KERALA	PALGHAT
90	KERALA	QUILON
91	KERALA	TIRUVALLA
92	KERALA	TRICHUR
93	KERALA	ALLEPPY
94	KERALA	KOTTAYAM
95	KERALA	THIRUVANANTHAPURAM
96	KARNATAKA	BELGAUM
97	KARNATAKA	BELLARY
98	KARNATAKA	BIDAR
99	KARNATAKA	BIJAPUR
100	KARNATAKA	DAKSHIN KANADA (MANGALORE)
101	KARNATAKA	GULBARGA
102	KARNATAKA	HUBLI
103	KARNATAKA	RAICHUR
104	KARNATAKA	SHIMOGA
105	KARNATAKA	TUMKUR
106	KARNATAKA	UTTAR KANADA (KARWAR)
107	KARNATAKA	BANGALORE
108	KARNATAKA	CHIKMAGALUR
109	KARNATAKA	DEVANGERE
110	KARNATAKA	HASSAN
111	KARNATAKA	KODAGU (MADIKERI)
112	KARNATAKA	KOLAR
113	KARNATAKA	MANDYA
114	KARNATAKA	MYSORE
115	MAHARASHTRA	AHMEDNAGAR
116	MAHARASHTRA	AMRAVATI
117	MAHARASHTRA	AURANGABAD
118	MAHARASHTRA	BHANDARA
119	MAHARASHTRA	BHIR
120	MAHARASHTRA	BULDHANA
121	MAHARASHTRA	CHANDRAPUR

122	MAHARASHTRA	DHULE
123	MAHARASHTRA	GADCHIROLI
124	MAHARASHTRA	JALGAON
125	MAHARASHTRA	JALNA
126	MAHARASHTRA	KALYAN
127	MAHARASHTRA	KOLHAPUR
128	MAHARASHTRA	NAGPUR
129	MAHARASHTRA	NASIK
130	MAHARASHTRA	PEN
131	MAHARASHTRA	PUNE
132	MAHARASHTRA	RATNAGIRI
133	MAHARASHTRA	SANGLI
134	MAHARASHTRA	SATARA
135	MAHARASHTRA	SHOLAPUR
136	MAHARASHTRA	WARDHA
137	MAHARASHTRA	YEOTMAL
138	MAHARASHTRA	AKOLA
139	MAHARASHTRA	KUDAL
140	MAHARASHTRA	LATUR
141	MAHARASHTRA	MUMBAI
142	MAHARASHTRA	NANDED
143	MAHARASHTRA	OSMANABAD
144	MAHARASHTRA	PANJI
145	MAHARASHTRA	PARBHANI
146	MADHYA PRADESH	BALAGHAT
147	MADHYA PRADESH	BETUL
148	MADHYA PRADESH	BHOPAL
149	MADHYA PRADESH	CHHATARPUR
150	MADHYA PRADESH	CHHINDWARA
151	MADHYA PRADESH	DAMOH
152	MADHYA PRADESH	DHAR
153	MADHYA PRADESH	GWALIOR
154	MADHYA PRADESH	INDORE
155	MADHYA PRADESH	ITARSI
156	MADHYA PRADESH	JAGDALPUR
157	MADHYA PRADESH	JHABUA
158	MADHYA PRADESH	KHANDWA
159	MADHYA PRADESH	KHARGONE
160	MADHYA PRADESH	MANDLA
161	MADHYA PRADESH	MANDSAUR
162	MADHYA PRADESH	MORENA
163	MADHYA PRADESH	RAIGARH

164	MADHYA PRADESH	RAIPUR
165	MADHYA PRADESH	RATLAM
166	MADHYA PRADESH	REWA
167	MADHYA PRADESH	SEONI
168	MADHYA PRADESH	SHIVPURI
169	MADHYA PRADESH	VIDISHA
170	MADHYA PRADESH	BILASPUR
171	MADHYA PRADESH	DEWAS
172	MADHYA PRADESH	DURG
173	MADHYA PRADESH	GUNA
174	MADHYA PRADESH	JABALPUR
175	MADHYA PRADESH	NARSINGHPUR
176	MADHYA PRADESH	PANNA
177	MADHYA PRADESH	RAISEN
178	MADHYA PRADESH	RAJGARH
179	MADHYA PRADESH	SAGAR
180	MADHYA PRADESH	SARGUJA (AMBIKAPUR)
181	MADHYA PRADESH	SATNA
182	MADHYA PRADESH	SHAHDOL
183	MADHYA PRADESH	SHAJAPUR
184	MADHYA PRADESH	SIDHI
185	MADHYA PRADESH	UJJAIN
186	DELHI	DELHI
187	NORTH EAST	ARUNACHAL PRADESH (ZERO)
188	NORTH EAST	MANIPUR (IMPHAL)
189	NORTH EAST	MEGHALAYA (SHILLONG)
190	NORTH EAST	MIZORAM (AIZAWL)
191	NORTH EAST	NAGALAND (KOHIMA)
192	NORTH EAST	TRIPURA (AGARTALA)
193	ORISSA	BOLANGIR
194	ORISSA	BALASORE
195	ORISSA	BARIPADA
196	ORISSA	BHAWANIPATNA
197	ORISSA	BHUBANESWAR (PURI)
198	ORISSA	CUTTACK
199	ORISSA	DHENKANAL
200	ORISSA	KORAPUT
201	ORISSA	PHULBANI
202	ORISSA	SAMBALPUR
203	ORISSA	SUNDARGARH (ROURKELA)
204	ORISSA	BERHAMPUR
205	PUNJAB	AMRITSAR

206	PUNJAB	PATHANKOT
207	PUNJAB	BHATINDA
208	PUNJAB	FEROZEPUR
209	PUNJAB	HOSIARPUR
210	PUNJAB	JALANDHAR
211	PUNJAB	LUDHIANA
212	PUNJAB	PATIALA
213	PUNJAB	ROPAR
214	PUNJAB	SANGRUR
215	PUNJAB	CHANDIGARH
216	RAJASTHAN	AJMER
217	RAJASTHAN	ALWAR
218	RAJASTHAN	BARMER
219	RAJASTHAN	BHARATPUR
220	RAJASTHAN	BHILWARA
221	RAJASTHAN	BIKANER
222	RAJASTHAN	BUNDI
223	RAJASTHAN	CHITTORGARH
224	RAJASTHAN	JAIPUR
225	RAJASTHAN	JAISALMER
226	RAJASTHAN	JHALAWAR
227	RAJASTHAN	JODHPUR
228	RAJASTHAN	KOTA
229	RAJASTHAN	NAGAU
230	RAJASTHAN	SAWAIMADHOPUR
231	RAJASTHAN	SIKAR
232	RAJASTHAN	SIROHI
233	RAJASTHAN	SRIGANGANAGAR
234	RAJASTHAN	UDAIPUR
235	RAJASTHAN	BANSWARA
236	RAJASTHAN	CHURU
237	RAJASTHAN	JHUNJHUNU
238	RAJASTHAN	PALI (MARWAR)
239	RAJASTHAN	TONK
240	TAMILNADU	TRICHY
241	TAMILNADU	CHENGALPATTU (KANCHEEPURAM)
242	TAMILNADU	COIMBATORE
243	TAMILNADU	CUDDALORE
244	TAMILNADU	DHARAMAPURI
245	TAMILNADU	ERODE
246	TAMILNADU	KARAIKUDI
247	TAMILNADU	MADURAI

248	TAMILNADU	NAGARCOIL
249	TAMILNADU	OOTY
250	TAMILNADU	SALEM
251	TAMILNADU	THANJAVUR
252	TAMILNADU	TIRUNELVELLI
253	TAMILNADU	TUTICORIN
254	TAMILNADU	VELLORE
255	TAMILNADU	VIRUDHUNAGAR
256	TAMILNADU	CHENNAI
257	TAMILNADU	PONDICHERRY
258	UTTAR PRADESH (EAST)	ALLAHABAD
259	UTTAR PRADESH (EAST)	BALLIA
260	UTTAR PRADESH (EAST)	BANDA
261	UTTAR PRADESH (EAST)	BARABANKI
262	UTTAR PRADESH (EAST)	FARRUKHABAD
263	UTTAR PRADESH (EAST)	GORAKHPUR
264	UTTAR PRADESH (EAST)	JHANSI
265	UTTAR PRADESH (EAST)	KANPUR
266	UTTAR PRADESH (EAST)	LAKHIMPUR KHERI
267	UTTAR PRADESH (EAST)	LUCKNOW
268	UTTAR PRADESH (EAST)	MIRZAPUR
269	UTTAR PRADESH (EAST)	RAIBAREILLY
270	UTTAR PRADESH (EAST)	SITAPUR
271	UTTAR PRADESH (EAST)	AZAMGARH
272	UTTAR PRADESH (EAST)	BAHRAICH
273	UTTAR PRADESH (EAST)	BASTI
274	UTTAR PRADESH (EAST)	DEORIA
275	UTTAR PRADESH (EAST)	ETAWAH
276	UTTAR PRADESH (EAST)	FAIZABAD
277	UTTAR PRADESH (EAST)	FATEHPUR
278	UTTAR PRADESH (EAST)	GHAZIPUR
279	UTTAR PRADESH (EAST)	GONDA
280	UTTAR PRADESH (EAST)	HAMIRPUR
281	UTTAR PRADESH (EAST)	HARDOI
282	UTTAR PRADESH (EAST)	JAUNPUR
283	UTTAR PRADESH (EAST)	MAINPURI
284	UTTAR PRADESH (EAST)	ORAI
285	UTTAR PRADESH (EAST)	PRATAPGARH
286	UTTAR PRADESH (EAST)	SAHJAHANPUR
287	UTTAR PRADESH (EAST)	SULTANPUR
288	UTTAR PRADESH (EAST)	UNNAO
289	UTTAR PRADESH (EAST)	VARANASI

290	UTTAR PRADESH (WEST)	ALMORA
291	UTTAR PRADESH (WEST)	BAREILLY
292	UTTAR PRADESH (WEST)	BUDAUN
293	UTTAR PRADESH (WEST)	DEHRADUN
294	UTTAR PRADESH (WEST)	UTTARKASHI
295	UTTAR PRADESH (WEST)	AGRA
296	UTTAR PRADESH (WEST)	ALIGARH
297	UTTAR PRADESH (WEST)	BIJNORE
298	UTTAR PRADESH (WEST)	ETAH
299	UTTAR PRADESH (WEST)	GHAZIABAD
300	UTTAR PRADESH (WEST)	KOTDWARA
301	UTTAR PRADESH (WEST)	MATHURA
302	UTTAR PRADESH (WEST)	MEERUT
303	UTTAR PRADESH (WEST)	MORADABAD
304	UTTAR PRADESH (WEST)	MUZAFFARNAGAR
305	UTTAR PRADESH (WEST)	NAINITAL
306	UTTAR PRADESH (WEST)	PILIBHIT
307	UTTAR PRADESH (WEST)	RAMPUR
308	UTTAR PRADESH (WEST)	SAHARANPUR
309	WEST BENGAL	ASANSOL
310	WEST BENGAL	BALURGHAT (RAIGANJ)
311	WEST BENGAL	BEHRAMPUR
312	WEST BENGAL	CALCUTTA
313	WEST BENGAL	JALPAIGURI
314	WEST BENGAL	KRISHNAGAR
315	WEST BENGAL	MALDA
316	WEST BENGAL	MIDNAPUR (KHARAGPUR)
317	WEST BENGAL	PURULIA
318	WEST BENGAL	BANKURA
319	WEST BENGAL	COOCH BEHAR
320	WEST BENGAL	DARJEELING (SILIGURI)
321	WEST BENGAL	GANGTOK
322	WEST BENGAL	SURI