

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

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

Dated: 01.10.2021

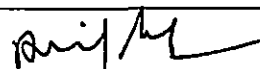
To

All UL (VNO) Licensees

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

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

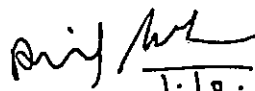
| Existing Clause | Amended Clause |
|---|---|
| <p>PART-I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.6 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of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


1.10.2021

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

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

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


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

Copy to:

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

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