

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

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

Dated: 01.10.2021

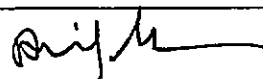
To

All Unified Licensees

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

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


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



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

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

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


 (Anil Kumar Gehlot)
 Director (AS-I)

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

Copy to:

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