

No. 20-131/2007-AS-I /Haryana
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Adonis Projects Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Haryana Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Haryana Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Haryana Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (i) Payment of entry fee of **Rs. 21.46 Crore** for the said Service Area;
- (ii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (iii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-131/2007-AS-I /Himachal Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Adonis Projects Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Himachal Pradesh Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Himachal Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Himachal Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (iv) Payment of entry fee of **Rs. 1.1 Crore** for the said Service Area;
- (v) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (vi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-131/2007-AS-I /Jammu & Kashmir
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Adonis Projects Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Jammu & Kashmir Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Jammu & Kashmir Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Jammu & Kashmir Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (vii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (viii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (ix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-131/2007-AS-I /Punjab
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Adonis Projects Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Punjab Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Punjab Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Punjab Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (x) Payment of entry fee of **Rs. 151.75 Crore** for the said Service Area;
- (xi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (xii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-131/2007-AS-I /Rajasthan
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Adonis Projects Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Rajasthan Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Rajasthan Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Rajasthan Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xiii) Payment of entry fee of **Rs. 32.25 Crore** for the said Service Area;
- (xiv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (xv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-131/2007-AS-I /Uttar Pradesh (West)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Adonis Projects Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (West) Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Uttar Pradesh (West) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (West) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xvi) Payment of entry fee of **Rs. 30.55 Crore** for the said Service Area;
- (xvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (xviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-126/2007-AS-I /Andhra Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Aska Projects Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Andhra Pradesh Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Andhra Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Andhra Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xix) Payment of entry fee of **Rs. 103.01 Crore** for the said Service Area;
- (xx) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (xxi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-126/2007-AS-I /Karnataka
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Aska Projects Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Karnataka Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Karnataka Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Karnataka Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xxii) Payment of entry fee of **Rs. 206.83 Crore** for the said Service Area;
- (xxiii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (xxiv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-126/2007-AS-I /Kerala
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Aska Projects Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kerala Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Kerala Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kerala Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xxv) Payment of entry fee of **Rs. 40.54 Crore** for the said Service Area;
- (xxvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (xxvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-130/2007-AS-I /Kolkata
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Azare Properties Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kolkata Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Kolkata Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kolkata Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xxviii) Payment of entry fee of **Rs. 78.01 Crore** for the said Service Area;
- (xxix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (xxx) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Andhra Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Andhra Pradesh Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Andhra Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Andhra Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xxxi) Payment of entry fee of **Rs. 103.01 Crore** for the said Service Area;
- (xxxii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (xxxiii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Assam
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Assam Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Assam Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Assam Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xxxiv) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (xxxv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (xxxvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Bihar
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Bihar Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Bihar Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Bihar Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xxxvii) Payment of entry fee of **Rs. 10 Crore** for the said Service Area;
- (xxxviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (xxxix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Delhi
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Delhi Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Delhi Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Delhi Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xl) Payment of entry fee of **Rs. 170.7 Crore** for the said Service Area;
- (xli) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (xlii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Gujarat
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Gujarat Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Gujarat Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Gujarat Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xlili) Payment of entry fee of **Rs. 109.01 Crore** for the said Service Area;
- (xliv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (xlv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Haryana
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Haryana Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Haryana Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Haryana Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xlvi) Payment of entry fee of **Rs. 21.46 Crore** for the said Service Area;
- (xlvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (xlviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Himachal Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Himachal Pradesh Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Himachal Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Himachal Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xlix) Payment of entry fee of **Rs. 1.1 Crore** for the said Service Area;
- (l) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (li) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Jammu & Kashmir
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Jammu & Kashmir Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Jammu & Kashmir Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Jammu & Kashmir Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (iii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (iv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Karnataka
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Karnataka Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Karnataka Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Karnataka Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (iv) Payment of entry fee of **Rs. 206.83 Crore** for the said Service Area;
- (Ivi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (Ivii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Kerala
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kerala Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Kerala Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kerala Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (lviii) Payment of entry fee of **Rs. 40.54 Crore** for the said Service Area;
- (lix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (lx) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Kolkata
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kolkata Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Kolkata Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kolkata Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (Ixi) Payment of entry fee of **Rs. 78.01 Crore** for the said Service Area;
- (Ixii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (Ixiii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Madhya Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Madhya Pradesh Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Madhya Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Madhya Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (Ixiv) Payment of entry fee of **Rs. 17.4501 Crore** for the said Service Area;
- (Ixv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (Ixvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Maharashtra
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Maharashtra Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Maharashtra Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Maharashtra Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (I xvii) Payment of entry fee of **Rs. 189 Crore** for the said Service Area;
- (I xviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (I xix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Mumbai
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Mumbai Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Mumbai Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Mumbai Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (lxx) Payment of entry fee of **Rs. 203.66 Crore** for the said Service Area;
- (lxxi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (lxxii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /North East
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in North East Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **North East Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **North East Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (lxxiii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (lxxiv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (lxxv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Orissa
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Orissa Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Orissa Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Orissa Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (lxxvi) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (lxxvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (lxxviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Punjab
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Punjab Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Punjab Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Punjab Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (lxxix) Payment of entry fee of **Rs. 151.75 Crore** for the said Service Area;
- (lxxx) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (lxxxi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Rajasthan
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Rajasthan Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Rajasthan Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Rajasthan Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (lxxxii) Payment of entry fee of **Rs. 32.25 Crore** for the said Service Area;
- (lxxxiii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (lxxxiv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Tamilnadu (including Chennai)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Tamilnadu (including Chennai) Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Tamilnadu (including Chennai) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Tamilnadu (including Chennai) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

(lxxxv) Payment of entry fee of **Rs. 233 Crore** for the said Service Area;

(lxxxvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;

(lxxxvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-

(a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.

(b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Uttar Pradesh (East)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (East) Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Uttar Pradesh (East) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (East) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (lxxxviii) Payment of entry fee of **Rs. 45.25 Crore** for the said Service Area;
- (lxxxix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (xc) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /Uttar Pradesh (West)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (West) Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **Uttar Pradesh (West) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (West) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xci) Payment of entry fee of **Rs. 30.55 Crore** for the said Service Area;
- (xcii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (xciii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-119/2007-AS-I /West Bengal
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Datacom Solutions Pvt. Ltd.
7th Floor, VIPPS Centre, Masjid Morh
Greater Kailash-II
New Delhi-110048.

(Kind Attention: Mr. Ajay Sharma, Chief Technical & Security Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in West Bengal Service Area.

In pursuance of your application dated 28/08/2007 for grant of UAS Licence in **West Bengal Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **West Bengal Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xciv) Payment of entry fee of **Rs. 1 Crore** for the said Service Area;
- (xcv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (xcvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-132/2007-AS-I /Delhi
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Hudson Properties Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Delhi Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Delhi Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Delhi Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (xcvii) Payment of entry fee of **Rs. 170.7 Crore** for the said Service Area;
- (xcviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (xcix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-63/2006-AS-I /Assam
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Idea Cellular Ltd.
Suman Tower, Plot No.18
Sector-11
Gandhinagar, Gujarat-382011.

(Kind Attention: Mr. AJS Jhala, Chief Financial Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Assam Service Area.

In pursuance of your application dated 26/06/2006 for grant of UAS Licence in **Assam Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Assam Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (c) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (ci) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-63/2006-AS-I /Jammu & Kashmir
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Idea Cellular Ltd.
Suman Tower, Plot No.18
Sector-11
Gandhinagar, Gujarat-382011.

(Kind Attention: Mr. AJS Jhala, Chief Financial Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Jammu & Kashmir Service Area.

In pursuance of your application dated 26/06/2006 for grant of UAS Licence in **Jammu & Kashmir Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Jammu & Kashmir Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ciii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (civ) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-63/2006-AS-I /Karnataka
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Idea Cellular Ltd.
Suman Tower, Plot No.18
Sector-11
Gandhinagar, Gujarat-382011.

(Kind Attention: Mr. AJS Jhala, Chief Financial Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Karnataka Service Area.

In pursuance of your application dated 26/06/2006 for grant of UAS Licence in **Karnataka Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Karnataka Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cvi) Payment of entry fee of **Rs. 206.83 Crore** for the said Service Area;
- (cvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-63/2006-AS-I /Kolkata
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Idea Cellular Ltd.
Suman Tower, Plot No.18
Sector-11
Gandhinagar, Gujarat-382011.

(Kind Attention: Mr. AJS Jhala, Chief Financial Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kolkata Service Area.

In pursuance of your application dated 26/06/2006 for grant of UAS Licence in **Kolkata Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kolkata Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cix) Payment of entry fee of **Rs. 78.01 Crore** for the said Service Area;
- (cx) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cxi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-63/2006-AS-I /North East
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Idea Cellular Ltd.
Suman Tower, Plot No.18
Sector-11
Gandhinagar, Gujarat-382011.

(Kind Attention: Mr. AJS Jhala, Chief Financial Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in North East Service Area.

In pursuance of your application dated 26/06/2006 for grant of UAS Licence in **North East Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **North East Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (cxiii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cxiv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-63/2006-AS-I /Orissa
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Idea Cellular Ltd.
Suman Tower, Plot No.18
Sector-11
Gandhinagar, Gujarat-382011.

(Kind Attention: Mr. AJS Jhala, Chief Financial Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Orissa Service Area.

In pursuance of your application dated 26/06/2006 for grant of UAS Licence in **Orissa Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Orissa Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxv) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (cxvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cxvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-63/2006-AS-I /Punjab
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Idea Cellular Ltd.
Suman Tower, Plot No.18
Sector-11
Gandhinagar, Gujarat-382011.

(Kind Attention: Mr. AJS Jhala, Chief Financial Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Punjab Service Area.

In pursuance of your application dated 26/06/2006 for grant of UAS Licence in **Punjab Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Punjab Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxviii) Payment of entry fee of **Rs. 151.75 Crore** for the said Service Area;
- (cxix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cxx) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-63/2006-AS-I /Tamilnadu (including Chennai)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Idea Cellular Ltd.
Suman Tower, Plot No.18
Sector-11
Gandhinagar, Gujarat-382011.

(Kind Attention: Mr. AJS Jhala, Chief Financial Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Tamilnadu (including Chennai) Service Area.

In pursuance of your application dated 26/06/2006 for grant of UAS Licence in **Tamilnadu (including Chennai) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Tamilnadu (including Chennai) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxxi) Payment of entry fee of **Rs. 233 Crore** for the said Service Area;
- (cxxii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cxxiii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-63/2006-AS-I /West Bengal
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Idea Cellular Ltd.
Suman Tower, Plot No.18
Sector-11
Gandhinagar, Gujarat-382011.

(Kind Attention: Mr. AJS Jhala, Chief Financial Officer)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in West Bengal Service Area.

In pursuance of your application dated 26/06/2006 for grant of UAS Licence in **West Bengal Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **West Bengal Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxxiv) Payment of entry fee of **Rs. 1 Crore** for the said Service Area;
- (cxxv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cxxvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-127/2007-AS-I /Assam
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Nahan Properties Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Assam Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Assam Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Assam Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxxvii) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (cxxviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cxxix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-127/2007-AS-I /Bihar
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Nahan Properties Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Bihar Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Bihar Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Bihar Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxxx) Payment of entry fee of **Rs. 10 Crore** for the said Service Area;
- (cxxx) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cxxxii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-127/2007-AS-I /North East
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Nahan Properties Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in North East Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **North East Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **North East Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxxxiii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (cxxxiv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cxxxv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-127/2007-AS-I /Orissa
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Nahan Properties Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Orissa Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Orissa Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Orissa Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxxxvi) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (cxxxvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cxxxviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-127/2007-AS-I /Uttar Pradesh (East)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Nahan Properties Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (East) Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Uttar Pradesh (East) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (East) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxxxix) Payment of entry fee of **Rs. 45.25 Crore** for the said Service Area;
- (cxl) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cxli) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-127/2007-AS-I /West Bengal
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Nahan Properties Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in West Bengal Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **West Bengal Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **West Bengal Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxlii) Payment of entry fee of **Rs. 1 Crore** for the said Service Area;
- (cxliii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cxliv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-105/2007-AS-I /Assam
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s S Tel Ltd.
Flat No.103, 1st Floor, Eldams Square, Door No.12
Eldamms Road, Alwarpet
Chennai-600018.

(Kind Attention: Sh. Padmavathy Suresh, Whole Time Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Assam Service Area.

In pursuance of your application dated 07/07/2007 for grant of UAS Licence in **Assam Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Assam Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxlvi) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (cxlvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cxlvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-105/2007-AS-I /Bihar
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s S Tel Ltd.
Flat No.103, 1st Floor, Eldams Square, Door No.12
Eldamms Road, Alwarpet
Chennai-600018.

(Kind Attention: Sh. Padmavathy Suresh, Whole Time Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Bihar Service Area.

In pursuance of your application dated 07/07/2007 for grant of UAS Licence in **Bihar Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Bihar Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxlvi) Payment of entry fee of **Rs. 10 Crore** for the said Service Area;
- (cxlix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (c) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-105/2007-AS-I /Himachal Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s S Tel Ltd.
Flat No.103, 1st Floor, Eldams Square, Door No.12
Eldamms Road, Alwarpet
Chennai-600018.

(Kind Attention: Sh. Padmavathy Suresh, Whole Time Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Himachal Pradesh Service Area.

In pursuance of your application dated 07/07/2007 for grant of UAS Licence in **Himachal Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Himachal Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cli) Payment of entry fee of **Rs. 1.1 Crore** for the said Service Area;
- (clii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cliii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-105/2007-AS-I /Jammu & Kashmir
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s S Tel Ltd.
Flat No.103, 1st Floor, Eldams Square, Door No.12
Eldamms Road, Alwarpet
Chennai-600018.

(Kind Attention: Sh. Padmavathy Suresh, Whole Time Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Jammu & Kashmir Service Area.

In pursuance of your application dated 07/07/2007 for grant of UAS Licence in **Jammu & Kashmir Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Jammu & Kashmir Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cliv) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (clv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (clvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-105/2007-AS-I /North East
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s S Tel Ltd.
Flat No.103, 1st Floor, Eldams Square, Door No.12
Eldamms Road, Alwarpet
Chennai-600018.

(Kind Attention: Sh. Padmavathy Suresh, Whole Time Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in North East Service Area.

In pursuance of your application dated 07/07/2007 for grant of UAS Licence in **North East Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **North East Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clvii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (clviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (clix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-105/2007-AS-I /Orissa
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s S Tel Ltd.
Flat No.103, 1st Floor, Eldams Square, Door No.12
Eldamms Road, Alwarpet
Chennai-600018.

(Kind Attention: Sh. Padmavathy Suresh, Whole Time Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Orissa Service Area.

In pursuance of your application dated 07/07/2007 for grant of UAS Licence in **Orissa Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Orissa Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clx) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (clxi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (clxii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Andhra Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Andhra Pradesh Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Andhra Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Andhra Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clxiii) Payment of entry fee of **Rs. 103.01 Crore** for the said Service Area;
- (clxiv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (clxv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Assam
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Assam Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Assam Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Assam Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clxvi) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (clxvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (clxviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Bihar
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Bihar Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Bihar Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Bihar Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clxix) Payment of entry fee of **Rs. 10 Crore** for the said Service Area;
- (clxx) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (clxxi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Delhi
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Delhi Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Delhi Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Delhi Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clxxii) Payment of entry fee of **Rs. 170.7 Crore** for the said Service Area;
- (clxxiii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (clxxiv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Gujarat
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Gujarat Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Gujarat Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Gujarat Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clxxv) Payment of entry fee of **Rs. 109.01 Crore** for the said Service Area;
- (clxxvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (clxxvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Haryana
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Haryana Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Haryana Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Haryana Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clxxviii) Payment of entry fee of **Rs. 21.46 Crore** for the said Service Area;
- (clxxix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (clxxx) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Himachal Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Himachal Pradesh Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Himachal Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Himachal Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clxxxix) Payment of entry fee of **Rs. 1.1 Crore** for the said Service Area;
- (clxxxix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (clxxxix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Jammu & Kashmir
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Jammu & Kashmir Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Jammu & Kashmir Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Jammu & Kashmir Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clxxxiv) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (clxxxv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (clxxxvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Karnataka
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Karnataka Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Karnataka Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Karnataka Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (clxxxvii) Payment of entry fee of **Rs. 206.83 Crore** for the said Service Area;
- (clxxxviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (clxxxix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Kerala
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kerala Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Kerala Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kerala Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxc) Payment of entry fee of **Rs. 40.54 Crore** for the said Service Area;
- (cxci) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cxcii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Kolkata
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kolkata Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Kolkata Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kolkata Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxci) Payment of entry fee of **Rs. 78.01 Crore** for the said Service Area;
- (cxciv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cxcv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Madhya Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Madhya Pradesh Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Madhya Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Madhya Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxcvi) Payment of entry fee of **Rs. 17.4501 Crore** for the said Service Area;
- (cxcvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cxcviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Maharashtra
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Maharashtra Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Maharashtra Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Maharashtra Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cxcix) Payment of entry fee of **Rs. 189 Crore** for the said Service Area;
- (cc) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cci) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
- (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /North East
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in North East Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **North East Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **North East Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (cciii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cciv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Orissa
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Orissa Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Orissa Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Orissa Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccv) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (ccvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (ccvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Punjab
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Punjab Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Punjab Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Punjab Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccviii) Payment of entry fee of **Rs. 151.75 Crore** for the said Service Area;
- (ccix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (ccx) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Rajasthan
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Rajasthan Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Rajasthan Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Rajasthan Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxi) Payment of entry fee of **Rs. 32.25 Crore** for the said Service Area;
- (ccxii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (ccxiii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Tamilnadu (including Chennai)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Tamilnadu (including Chennai) Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Tamilnadu (including Chennai) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Tamilnadu (including Chennai) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxiv) Payment of entry fee of **Rs. 233 Crore** for the said Service Area;
- (ccxv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (ccxvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Uttar Pradesh (East)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (East) Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Uttar Pradesh (East) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (East) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

(ccxvii) Payment of entry fee of **Rs. 45.25 Crore** for the said Service Area;
(ccxviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;

(ccxix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-

- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
- (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /Uttar Pradesh (West)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (West) Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **Uttar Pradesh (West) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (West) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxx) Payment of entry fee of **Rs. 30.55 Crore** for the said Service Area;
- (ccxxi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (ccxxii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-121/2007-AS-I /West Bengal
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Loop Telecom Private Limited
(Formerly M/s. Shippingstop Dot Com (India) Pvt. Ltd.)
BPL Center, 127-Manamala Tank Road, Taikal Wadi
Mahim (West)
Mumbai-400016.

(Kind Attention: Mr. D.B. Sehgal, Advisor)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in West Bengal Service Area.

In pursuance of your application dated 06/09/2007 for grant of UAS Licence in **West Bengal Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **West Bengal Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxxiii) Payment of entry fee of **Rs. 1 Crore** for the said Service Area;
- (ccxxiv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (ccxxv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Andhra Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Andhra Pradesh Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Andhra Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Andhra Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxxvi) Payment of entry fee of **Rs. 103.01 Crore** for the said Service Area;
- (ccxxvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (ccxxviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Assam
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Assam Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Assam Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Assam Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxxix) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (ccxxx) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (ccxxxi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Bihar
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Bihar Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Bihar Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Bihar Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxxxii) Payment of entry fee of **Rs. 10 Crore** for the said Service Area;
- (ccxxxiii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (ccxxxiv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Delhi
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Delhi Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Delhi Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Delhi Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxxxv) Payment of entry fee of **Rs. 170.7 Crore** for the said Service Area;
- (ccxxxvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (ccxxxvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Gujarat
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Gujarat Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Gujarat Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Gujarat Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxxxviii) Payment of entry fee of **Rs. 109.01 Crore** for the said Service Area;
- (ccxxxix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (ccxl) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Haryana
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Haryana Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Haryana Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Haryana Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxli) Payment of entry fee of **Rs. 21.46 Crore** for the said Service Area;
- (ccxlii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (ccxlili) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Himachal Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Himachal Pradesh Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Himachal Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Himachal Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxliv) Payment of entry fee of **Rs. 1.1 Crore** for the said Service Area;
- (ccxlv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (ccxlvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Jammu & Kashmir
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Jammu & Kashmir Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Jammu & Kashmir Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Jammu & Kashmir Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxlvii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (ccxlviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (ccxlix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Karnataka
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Karnataka Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Karnataka Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Karnataka Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccl) Payment of entry fee of **Rs. 206.83 Crore** for the said Service Area;
- (ccli) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cclii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Kerala
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kerala Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Kerala Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kerala Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccliii) Payment of entry fee of **Rs. 40.54 Crore** for the said Service Area;
- (ccliv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cclv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Kolkata
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kolkata Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Kolkata Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kolkata Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclvi) Payment of entry fee of **Rs. 78.01 Crore** for the said Service Area;
- (cclvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cclviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Madhya Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Madhya Pradesh Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Madhya Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Madhya Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclix) Payment of entry fee of **Rs. 17.4501 Crore** for the said Service Area;
- (cclx) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cclxi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Maharashtra
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Maharashtra Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Maharashtra Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Maharashtra Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

(cclxii) Payment of entry fee of **Rs. 189 Crore** for the said Service Area;

(cclxiii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;

(cclxiv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-

(a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.

(b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Mumbai
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Mumbai Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Mumbai Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Mumbai Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

(cclxv) Payment of entry fee of **Rs. 203.66 Crore** for the said Service Area;

(cclxvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;

(cclxvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-

(a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.

(b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /North East
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in North East Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **North East Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **North East Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclxviii) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (cclxix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cclxx) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Orissa
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Orissa Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Orissa Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Orissa Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclxxi) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;
- (cclxxii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cclxxiii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Punjab
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Punjab Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Punjab Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Punjab Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclxxiv) Payment of entry fee of **Rs. 151.75 Crore** for the said Service Area;
- (cclxxv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cclxxvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Tamilnadu (including Chennai)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Tamilnadu (including Chennai) Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Tamilnadu (including Chennai) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Tamilnadu (including Chennai) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclxxvii) Payment of entry fee of **Rs. 233 Crore** for the said Service Area;
- (cclxxviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cclxxix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Uttar Pradesh (East)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (East) Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Uttar Pradesh (East) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (East) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclxxx) Payment of entry fee of **Rs. 45.25 Crore** for the said Service Area;
- (cclxxxi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cclxxxii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /Uttar Pradesh (West)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (West) Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **Uttar Pradesh (West) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (West) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclxxxiii) Payment of entry fee of **Rs. 30.55 Crore** for the said Service Area;
- (cclxxxiv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cclxxxv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-135/2007-AS-I /West Bengal
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Shyam Telelink Limited
A-60, Naraina Industrial Area
Phase-I
New Delhi-110028.

(Kind Attention: Mr. T. Narasimhan, President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in West Bengal Service Area.

In pursuance of your application dated 25/09/2007 for grant of UAS Licence in **West Bengal Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **West Bengal Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclxxxvi) Payment of entry fee of **Rs. 1 Crore** for the said Service Area;
- (cclxxxvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cclxxxviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-53/2006-AS-I /Andhra Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Spice Communications Pvt. Ltd.
D-1
Sector-3
Noida-201301.

(Kind Attention: Mr. Umang Das, Jt. Managing* Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Andhra Pradesh Service Area.

In pursuance of your application dated 31/08/2006 for grant of UAS Licence in **Andhra Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Andhra Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cclxxxix) Payment of entry fee of **Rs. 103.01 Crore** for the said Service Area;
- (ccxc) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (ccxci) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-53/2006-AS-I /Delhi
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Spice Communications Pvt. Ltd.
D-1
Sector-3
Noida-201301.

(Kind Attention: Mr. Umang Das, Jt. Managing* Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Delhi Service Area.

In pursuance of your application dated 31/08/2006 for grant of UAS Licence in **Delhi Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Delhi Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxcii) Payment of entry fee of **Rs. 170.7 Crore** for the said Service Area;
- (ccxciii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (ccxciv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-53/2006-AS-I /Haryana
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Spice Communications Pvt. Ltd.
D-1
Sector-3
Noida-201301.

(Kind Attention: Mr. Umang Das, Jt. Managing* Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Haryana Service Area.

In pursuance of your application dated 31/08/2006 for grant of UAS Licence in **Haryana Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Haryana Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxcv) Payment of entry fee of **Rs. 21.46 Crore** for the said Service Area;
- (ccxcvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (ccxcvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-53/2006-AS-I /Maharashtra
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Spice Communications Pvt. Ltd.
D-1
Sector-3
Noida-201301.

(Kind Attention: Mr. Umang Das, Jt. Managing* Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Maharashtra Service Area.

In pursuance of your application dated 31/08/2006 for grant of UAS Licence in **Maharashtra Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Maharashtra Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccxcviii) Payment of entry fee of **Rs. 189 Crore** for the said Service Area;
- (ccxcix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (ccc) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Andhra Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Andhra Pradesh Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Andhra Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Andhra Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccci) Payment of entry fee of **Rs. 103.01 Crore** for the said Service Area;
- (cccii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (ccciii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Delhi
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Delhi Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Delhi Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Delhi Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccciv) Payment of entry fee of **Rs. 170.7 Crore** for the said Service Area;
- (cccv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cccvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Gujarat
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Gujarat Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Gujarat Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Gujarat Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccvii) Payment of entry fee of **Rs. 109.01 Crore** for the said Service Area;
- (cccviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cccix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Haryana
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Haryana Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Haryana Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Haryana Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccx) Payment of entry fee of **Rs. 21.46 Crore** for the said Service Area;
- (cccx) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cccxii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Karnataka
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Karnataka Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Karnataka Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Karnataka Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxi) Payment of entry fee of **Rs. 206.83 Crore** for the said Service Area;
- (cccxii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cccxiii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Kerala
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Kerala Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Kerala Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Kerala Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxvi) Payment of entry fee of **Rs. 40.54 Crore** for the said Service Area;
- (cccxvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cccxviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Maharashtra
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Maharashtra Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Maharashtra Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Maharashtra Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccix) Payment of entry fee of **Rs. 189 Crore** for the said Service Area;
- (cccxx) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cccxxi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Mumbai
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Mumbai Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Mumbai Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Mumbai Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxxii) Payment of entry fee of **Rs. 203.66 Crore** for the said Service Area;
- (cccxxiii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cccxxiv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Punjab
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Punjab Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Punjab Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Punjab Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxxv) Payment of entry fee of **Rs. 151.75 Crore** for the said Service Area;
- (cccxxvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cccxxvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Rajasthan
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Rajasthan Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Rajasthan Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Rajasthan Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxxviii) Payment of entry fee of **Rs. 32.25 Crore** for the said Service Area;
- (cccxxix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cccxxx) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Tamilnadu (including Chennai)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Tamilnadu (including Chennai) Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Tamilnadu (including Chennai) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Tamilnadu (including Chennai) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxxxi) Payment of entry fee of **Rs. 233 Crore** for the said Service Area;
- (cccxxxii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cccxxxiii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Uttar Pradesh (East)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (East) Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Uttar Pradesh (East) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (East) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxxxiv) Payment of entry fee of **Rs. 45.25 Crore** for the said Service Area;
- (cccxxxv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cccxxxvi) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-82/2006-AS-I /Uttar Pradesh (West)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Swan Telecom Pvt. Ltd.
7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market
Santa Cruz(East)
Mumbai-400055.

(Kind Attention: Mr. Shahid U. Balwa, Managing Director)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Uttar Pradesh (West) Service Area.

In pursuance of your application dated 02/03/2007 for grant of UAS Licence in **Uttar Pradesh (West) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Uttar Pradesh (West) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxxxvii) Payment of entry fee of **Rs. 30.55 Crore** for the said Service Area;
- (cccxxxviii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;
- (cccxxxix) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-61/2006-AS-I /Assam
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Tata Teleservices Ltd.
10th Floor, Tower-I, Jeewan Bharti
124, Connaught Circus
New Delhi-110001.

**(Kind Attention: Dr. Rakesh Kumar Malhotra, Chief Officer-Corporate
Regulatory)**

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Assam Service Area.

In pursuance of your application dated 21/06/2006 for grant of UAS Licence in **Assam Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Assam Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

(cccxl) Payment of entry fee of **Rs. 5 Crore** for the said Service Area;

(cccxli) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;

(cccxlil) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-

- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
- (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-61/2006-AS-I /Jammu & Kashmir
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Tata Teleservices Ltd.
10th Floor, Tower-I, Jeewan Bharti
124, Connaught Circus
New Delhi-110001.

**(Kind Attention: Dr. Rakesh Kumar Malhotra, Chief Officer-Corporate
Regulatory)**

**Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access
Services (UAS) in Jammu & Kashmir Service Area.**

In pursuance of your application dated 21/06/2006 for grant of UAS Licence in **Jammu & Kashmir Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Jammu & Kashmir Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxliv) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (cccxliv) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cccxliv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-61/2006-AS-I /North East
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Tata Teleservices Ltd.
10th Floor, Tower-I, Jeewan Bharti
124, Connaught Circus
New Delhi-110001.

**(Kind Attention: Dr. Rakesh Kumar Malhotra, Chief Officer-Corporate
Regulatory)**

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in North East Service Area.

In pursuance of your application dated 21/06/2006 for grant of UAS Licence in **North East Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **North East Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxlvi) Payment of entry fee of **Rs. 2 Crore** for the said Service Area;
- (cccxlvii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 2 Crore & Rs. 5 Crore** respectively;
- (cccxlviii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-128/2007-AS-I /Tamilnadu (including Chennai)
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Unitech Builders & Estates Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Tamilnadu (including Chennai) Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Tamilnadu (including Chennai) Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Tamilnadu (including Chennai) Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (cccxlix) Payment of entry fee of **Rs. 233 Crore** for the said Service Area;
- (cccl) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (cccli) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-129/2007-AS-I /Mumbai
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Unitech Infrastructures Pvt. Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Mumbai Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Mumbai Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Mumbai Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

(ccclii) Payment of entry fee of **Rs. 203.66 Crore** for the said Service Area;

(cccliii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;

(cccliv) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-

(a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.

(b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

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- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-133/2007-AS-I /Gujarat
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Volga Properties Pvt Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Gujarat Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Gujarat Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Gujarat Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

(ccclv) Payment of entry fee of **Rs. 109.01 Crore** for the said Service Area;

(ccclvi) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;

(ccclvii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-

(a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.

(b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

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- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-133/2007-AS-I /Madhya Pradesh
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Volga Properties Pvt Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Madhya Pradesh Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Madhya Pradesh Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Madhya Pradesh Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

(ccclviii) Payment of entry fee of **Rs. 17.4501 Crore** for the said Service Area;
(ccclix) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 10 Crore & Rs. 25 Crore** respectively;

(ccclx) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-

- (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
- (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574

No. 20-133/2007-AS-I /Maharashtra
Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(Access Services Division)
Room No. 713, Sanchar Bhavan, 20, Ashoka Road, New Delhi

10th January, 2008

To

M/s Volga Properties Pvt Ltd.
Unitech House, L-Block
South City-I
Gurgaon-122001.

(Kind Attention: Mr. Ramkrishna, Executive Vice-President)

Subject: Letter of Intent (LoI) for Award of licence to provide Unified Access Services (UAS) in Maharashtra Service Area.

In pursuance of your application dated 24/09/2007 for grant of UAS Licence in **Maharashtra Service Area**, the undersigned is directed to convey the approval on behalf of the President of India, for award of the Licence, on non-exclusive basis for provision of Unified Access Services in the **Maharashtra Service Area**, subject to the compliance of the UASL Guidelines No.10-21/2005-BS.I(Vol.II)/49 dated 14.12.2005.

2. A copy of the prescribed Licence Agreement format is enclosed with this LOI. The Licence Agreement, in the prescribed format, shall be signed only after compliance of the following, within a period of 15 days from the date of receipt of this Letter of Intent, failing which the same shall stand cancelled without any further reference :-

- (ccclxi) Payment of entry fee of **Rs. 189 Crore** for the said Service Area;
- (ccclxii) Submission of Performance Bank Guarantee (PBG) and Financial Bank Guarantee (FBG) of the value of **Rs. 20 Crore & Rs. 50 Crore** respectively;
- (ccclxiii) In respect of all licences granted under Section 4 of the Indian Telegraph Act, 1885 (including Indian Wireless Telegraphy Act, 1933) to you or any of your promoter(s)/partner(s) or associate(s)/sister concerns, you are required to furnish the following before signing the Licence Agreement:-
 - (a) A Certificate/ Declaration to the effect that all dues to the Department of Telecommunication (including the WPC) stand cleared up to date as per Licence Agreements.
 - (b) An unconditional and unequivocal undertaking in the form of an indemnity bond (in the prescribed format) to guarantee compliance for fulfilling the pending roll out obligations without any reservation or deviation, or in the alternative indemnify the Licensor of the costs involved;

Contd... p/2..

- (c) An additional Performance Bank Guarantee (PBG), valid for two years (in the prescribed format), of a sum equivalent to total of various PBGs stipulated in different Licence Agreements having unfulfilled roll out obligations.

Provided that the additional PBG will be submitted only on the first occasion of grant of the licence irrespective of the number of licences for different types of telecom services. (In case the above mentioned indemnity bond and additional Performance Bank Guarantee have already been submitted against any other License or Demand, proof thereof may be provided).

3. Further, the grant of License shall be subject to the condition that *“No single Company/ Legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely Basic, Cellular or Unified Access services. ‘Substantial equity’ herein will mean ‘an equity of 10% or more’. A promoter Company/ Legal person cannot have stakes in more than one LICENSEE Company for the same service area.”* A certificate in this regard, from the Company Secretary of the applicant is to be furnished before signing of the Licence Agreement.

4. Unequivocal and unconditional acceptance of this offer shall be conveyed within seven days of the receipt of this letter.

(R. K. Gupta)
Assistant Director General (AS-I)
Tel. No. 2303 6574