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

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

Dated: 01.10.2021

To

All UAS Licensees

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

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

# **Existing Clause**

# PART III FINANCIAL CONDITIONS

**20.5** Any delay in payment of License Fee, or any other dues payable under the License beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.

#### Amended Clause

## **PART III** FINANCIAL CONDITIONS

20.5 Any delay in payment of License Fee, or any other dues payable under the License beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.

Existing Clause	Amended Clause
PART III	PART III
FINANCIAL CONDITIONS	FINANCIAL CONDITIONS
20.8 In case, the total amount paid as	Stands deleted.
quarterly Licence Fee for the 4 (four)	
quarters of the financial year, falls short	
by more than 10% of the payable	
LicenceFee, it shall attract a penalty of	
50% of the entire amount of short	
payment. However, if such short	
payment is made good within 60 days	
from the last day of the financial year, no	
penalty shall be imposed. This amount of	
penalty shall be payable within 15 days	
of the date of signing the audit report on	
the annual accounts, failing which	
interest shall be further charged per	
terms of Condition 20.5.	

- 2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.
- 3. This amendment shall be part and parcel of the UAS License Agreement and otherTerms & Conditions shall remain unchanged.

(Anil Kumar Gehlot)

Director (AS-I)

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

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#### Copy to:

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