

**No. L-14035/19/2010-BWA (Pt-II)**  
**Ministry of Communications**  
**Department of Telecommunications**  
**Wireless Planning and Coordination Wing**

New Delhi dated 25<sup>th</sup> July, 2022

**Subject: Modification of the Frequency Agreement attached with the guidelines, dated 16.10.2015, on the interim/provisional allotment of MWA/MWB spectrum to TSPs with Access Service authorization.**

Consequent to the issuance of the addendum to the guidelines, dated 16.10.2015, regarding allotment of MWA/MWB carriers to TSPs with Access Service authorization/license vide addendum dated 25.07.2022, the modified Frequency Agreement, attached with the guidelines dated 16.10.2015, is enclosed herewith.

Encl. as above.

  
25/7/2022

Avneesh Kumar

Assistant Wireless Adviser to the Govt. of India

(अवनीश कुमार)  
(AVNEESH KUMAR)  
सहायक बेतार सलाहकार  
Assistant Wireless Adviser  
दूरसंचार विभाग, भारत सरकार  
Deptt. of Telecom, Govt. of India  
नई दिल्ली/New Delhi

Copy To:

- i. All Concerned
- ii. Sr. DWA (ASMS), WPC Wing, DoT for uploading on the WPC Wing's website.
- iii. Director (IT), DoT, for uploading on the DoT website.

**Government of India**  
**Ministry of Communications**  
**Department of Telecommunications**  
**Wireless Planning and Coordination Wing**  
**Sanchar Bhawan, 20, Ashoka Road**  
**New Delhi - 110001, India**

**FREQUENCY AGREEMENT**

**FOR**

**MICROWAVE ACCESS & MICROWAVE BACKBONE NETWORK**

**UNDER UASL/UL**

**No. .... DATED .....**

*Alman*  
25/7/2022

**FREQUENCY AGREEMENT**

**FOR**

**MICROWAVE ACCESS & MICROWAVE BACKBONE NETWORK**

**UNDER UASL/UL**

This AGREEMENT is made on ..... by and between the President of India acting through ....., Assistant Wireless Adviser, Wireless Planning and Coordination Wing, Department of Telecommunications (DoT), Government of India, Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110 001 (hereinafter called the WPC Wing) of the FIRST PARTY,

AND

M/s ....., a company registered under the Companies Act, 1956, having its registered office at ....., acting through ....., authorized signatory (hereinafter called the LICENSEE) of the SECOND PARTY.

WHEREAS by virtue of the provisions of Section 4 of Indian Telegraph Act, 1885, the WPC Wing of the Department of Telecommunications has the privilege to issue decision letter agreeing to frequencies for microwave access network subject to availability AND WHEREAS the LICENSEE has requested to the Party of the first part to grant a LICENSE to establish, install, operate and maintain Microwave Access and Microwave Backbone Network to provide Access Service hereinafter called 'Access Service'.

AND WHEREAS in pursuance of the said Section 4 of Indian Telegraph Act, 1885, the license agreement No. .... dated ..... was entered into between the LICENSEE and the LICENSOR therein being the Department of Telecom.

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AND WHEREAS Condition ..... of the Unified Access Service License/Unified License No. .... dated ..... provides that a separate specific authorization and license called WPC license shall be required from the WPC Wing of the Department of Telecommunications, permitting utilization of appropriate frequency(ies)/band for the establishment and possession and operation of wireless element of the telecom services, under specified terms, including permission for authorization of WPC license.

AND WHEREAS in pursuance of the said Clause, the LICENSEE request Party of First part the WPC Wing to issue microwave access and microwave backbone frequencies to the LICENSEE to establish, install, operate and maintain MICROWAVE ACCESS AND MICROWAVE BACKBONE NETWORK on the terms and conditions appearing hereinafter.

AND WHEREAS Department of Telecom (WPC Wing) Party of the First Part fixed spectrum charges for the utilization of the said Microwave Access and Microwave Backbone spectrum by WPC Wing, DoT Order No. L-14047/01/2002-NTG dated 18<sup>th</sup> April, 2002, revised vide WPC Wing, DoT Order No. J-14025/200(11)/06 dated 3<sup>th</sup> November 2006 and its amendment dated 10<sup>th</sup> November 2008 and 19<sup>th</sup> February 2009.

AND WHEREAS the Party of the First Part WPC Wing had fixed the said Microwave Access and Microwave Backbone spectrum fees by circular order dated 3<sup>rd</sup> November, 2006 issued by the Wireless Adviser to the Government of India and by which the Department fixed the tariff for access to said Microwave Access and Microwave Backbone spectrum.

AND WHEREAS the Hon'ble TDSAT by its Order dated 22<sup>nd</sup> April, 2010 struck down the order of 2006 mainly on the ground that the said Order was not delegated legislation nor a regulation as per the Indian Telegraph Act, 1885 and the tariff could not be fixed unilaterally by an Order.

AND WHEREAS the Union of India through DoT has filed a Special Leave Petition No. CA D 29714 of 2010 against the said order and the matter is pending in the Hon'ble Supreme Court.

AND WHEREAS in light of the said TDSAT Order dated 22<sup>nd</sup> April, 2010 it has become necessary to fix the tariff by bilateral negotiation between the WPC Wing and LICENSEE to operationalize Condition ..... of the Unified Access Service License/Unified License No. .... dated .....

AND WHEREAS the WPC Wing Party of the First Part offered to the LICENSEE tariff rate mentioned in WPC Order No. J-14025/200(11)/06-NT dated 3<sup>rd</sup> November, 2006 and its amendments dated 10<sup>th</sup> November 2008 and 19<sup>th</sup> February 2009 and the LICENSEE has agreed to the said rates.

AND WHEREAS the LICENSEE has given its informed consent being fully aware of the proceedings mentioned therein.

AND WHEREAS the LICENSEE has desired to enter into agreement paying the License fee as per Condition ..... of the Unified Access Service License/Unified License No. .... dated ..... fixing the tariff being used for said Microwave Access and Microwave Backbone spectrum.

Now the license is being entered into on terms and conditions agreeable to by the WPC Wing and the LICENSEE which are incorporated herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In furtherance of the Unified Access Service License/ Unified License No. .... dated ..... and in particular Condition ..... of the Unified Access Service License/ Unified License No. .... dated ..... thereunder whereby a separate specific authorization and license shall be required from the WPC Wing, DoT for utilization of appropriate frequency/band for establishment and possession of wireless element of the telecom service under the Access Service License Agreement under specified terms and conditions including

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payment for said authorization/WPC license, WPC hereby assigns MW Access and Microwave Backbone spectrum to the LICENSEE on terms thereto for the said use of Microwave Access and Microwave Backbone Network at the rate specified hereunder and as agreed by the WPC Wing and the LICENSEE by putting their signature on this document.

2 (i). The LICENSEE agrees to pay to WPC Wing at the rates as per WPC letter No. J-14025/200(11)/06-NT dated 03.11.2006 and J-14025/200(11)/06-NT dated 10.11.2008 for the use of the MW Access and Microwave Backbone spectrum, as detailed below:

Spectrum Bandwidth	Spectrum charges as percentage of AGR	Cumulative spectrum charges as percentage of AGR
First carrier of 28 MHz (paired)	0.15%	0.15%
Second carrier of 28 MHz (paired)	0.20%	0.35%
Third carrier of 28 MHz (paired)	0.20%	0.55%
Fourth carrier of 28 MHz (paired)	0.25%	0.80%
Fifth carrier of 28 MHz (paired)	0.30%	1.10%
Sixth carrier of 28 MHz (paired)	0.35%	1.45%
Seventh carrier of 28 MHz (paired)	0.40%	1.85%
Eighth carrier of 28 MHz (paired)	0.45%	2.30%
Ninth carrier of 28 MHz (paired)	0.50%	2.80%
Tenth carrier of 28 MHz (paired)	0.55%	3.35%
Eleventh carrier of 28 MHz (paired)	0.60%	3.95%

2 (ii). Any delay in payment of spectrum usage charges, payable, 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 the State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the spectrum usage charges 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.

2 (iii). In future, if the Government decides to levy one time charge and any other spectrum acquisition charges on MW Access & Backbone spectrum retrospectively, the licensees are bound by such Government decisions.

3. The LICENSEE hereby agrees that the allotment of spectrum is provisional and subject to Government's final decision on allotment & pricing of MWA and MWB spectrum. In the event of final decision to allot spectrum through auction process, the provisional allotments of spectrum shall be withdrawn and payment made towards spectrum charges or part thereof shall not be refunded.

4. The LICENSEE hereby agrees that as and when the Rates for Microwave Access and Microwave Backbone are revised under the Telegraph Act, the LICENSEE will be bound by the said revised rates and hereby agrees and undertake to pay the said revised rates as and when revised.

5. The LICENSEE hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in FREQUENCY AGREEMENT and without any deviations or reservations.

6. Unless otherwise mentioned or appearing in the text, the Guidelines for provision of Access Service as per Service License agreements/Notice Inviting Applications (NIAs) issued by this Ministry for auction of spectrum including the application for 600 MHz/ 700 MHz/ 800 MHz/ 900 MHz/ 1800 MHz/ 2100 MHz/

2300 MHz/ 2500 MHz/ 3300 MHz/ 26 GHz spectrum shall for part and parcel of this AGREEMENT.

7. EFFECTIVE DATE of this Frequency Agreement is .....

8. Spectrum Usage Charges (SUC) shall be payable in four quarterly installments during each financial year (FY). Quarterly installment of SUC for the first three quarters of a financial year shall be paid within 15 days of the completion of the relevant quarter. However, for the last quarter of the financial year, the Licensee shall pay the License Fee by 25th March on the basis of expected revenue for the quarter, subject to a minimum payment equal to the revenue share paid for the previous quarter.

9. All other conditions shall be governed by terms and conditions of License Agreement No. .... dated ..... and the orders issued by WPC Wing from time to time.

10. Financial Bank Guarantees (FBG) shall be submitted by the licensee as per terms and conditions of License Agreement No. .... dated .....

11. The frequency earmarked/assigned under this agreement shall not be activated unless wireless operating license is obtained from WPC Wing.

12. ITU/TEC and other international standard equipment conforming to National Frequency Allocation Plan (NFAP) shall be deployed in MW Access and Microwave Backbone Network for which frequencies under this agreement shall be issued.

13. WPC Wing reserves the right to change or modify frequencies assigned to licensee without any notice in the interest of public or for proper conduct of telegraphs and or for security considerations.

14. This frequency agreement shall be governed by the provision of Indian Telegraph Act 1885 and Indian Wireless Telegraphy Act 1933 and Telecom Regulatory Authority of India Act 1997 as modified or replaced from time to time.



15. The LICENSEE agrees that all future allocations of Microwave Access and Microwave Backbone spectrum will be made on a non-discriminatory manner subject to its availability.

IN WITNESS WHEREOF by parties hereto have caused this AGREEMENT to be executed through their respected authorized on the .....

Signed for and on behalf of the  
President of India  
By .....  
Assistant Wireless Advisor  
Wireless Planning and Coordination  
Wing  
Department of Telecom (DoT)  
Government of India

Signed on behalf of  
M/s .....  
By .....  
Authorized signature and holder of  
Special Power of Attorney dated  
..... executed in  
accordance with the Resolution  
dated ..... passed by the  
Board of Directors

IN THE PRESENCE OF:

1. Signature  
Name  
Occupation  
Address

1. Signature  
Name  
Occupation  
Address

2. Signature  
Name  
Occupation  
Address

2. Signature  
Name  
Occupation  
Address

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25/7/2022