

Consultation Paper No.03/2012



Telecom Regulatory Authority of India

Consultation

on

Draft Guidelines for Unified Licence/Class Licence

and

Migration of Existing Licences

New Delhi 10th February, 2012

TELECOM REGULATORY AUTHORITY OF INDIA

NEW DELHI

Dated 10th February 2012

Subject: Consultation on Draft Guidelines for Unified Licence/Class Licence and Migration of Existing Licences

1. The draft guidelines for Unified and Class Licence were placed on TRAI website on 16th January 2012, for comments of stakeholders. In continuation of the same, draft guidelines for migration of existing Licences to the Unified licensing Regime are also being put on TRAI website www.traigov.in for comments of the stakeholders. While framing the guidelines for migration, the draft guidelines for Unified and Class Licence and issues raised therein have also undergone some modification. Therefore, for the sake of stakeholders' convenience, a comprehensive document consisting of the draft guidelines for Unified and Class Licence as well as draft guidelines for migration of existing Licences to the Unified licensing Regime is being issued.
2. In respect of the draft guidelines issued on 16.01.2012, several stakeholders had requested for extension of time to offer their responses to the consultation paper. Accordingly, stakeholders are requested to send their Comments/suggestions, clause wise, on (a) the draft guidelines for Unified and Class Licence and (b) the draft guidelines for Migration of Existing Licence to Unified/Class Licence. Comments of stakeholders are also invited on the various issues listed for consultation.
3. Written comments on the issues are invited from the stakeholders by 24th February 2012. Counter comments, if any, may be sent latest by 29th February 2012. Comments and counter comments may be sent, preferably in electronic form, to Shri Sudhir Gupta,

Pr. Advisor (MS), TRAI, who may be contacted at Tel No. +91-11-23220018 Fax No. +91-11-23212014 or email at pradvmn@trai.gov.in

Rajeev Agrawal
Secretary, TRAI

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I. Draft Guidelines for Unified Licence

A. Unified Licence

1. Framework

- 1.1 There shall be three levels of Unified Licence: National level, Service area level and District level. The applicant company can apply either for National level Unified Licence or Service area level Unified Licence or District level Unified Licence. District level Unified Licence will not be given for Metro areas of Delhi, Mumbai and Kolkata.
- 1.2 For the purpose of the Unified Licence, the service areas shall be as listed in Annexure –I.
- 1.3 A company can apply for Unified Licence in more than one service area or district. However, if a company desires to apply for Unified Licence in more than four districts in a service area, it has to apply for Service area level Unified Licence.
- 1.4 Subject to fulfilment of relevant eligibility conditions, Licence shall be issued on non exclusive basis, without any restriction on the number of licences.
- 1.5 In addition to a Unified Licence, the Licensor reserves the right to award/allocate Licences to offer specific services like Mobile Number Portability (MNP) services and such other services as may be recommended by TRAI from time to time.
- 1.6 Unified Licence will not, *per se*, carry with it any spectrum. A holder of Unified Licence, other than District level Unified Licence, may separately obtain spectrum as per the prevailing policy.

2. **Eligibility Conditions**

- 2.1 The applicant must be an Indian company, registered under the Indian Companies Act 1956.
- 2.2 The total foreign equity in the paid up capital of the applicant company should not exceed 74% of the total equity subject to the following FDI norms :
 - a. Both direct and indirect foreign investment in the applicant company shall be counted for the purpose of FDI ceiling. Foreign Investment shall include investment by Foreign Institutional Investors (FIIs), Non-resident Indians (NRIs), Foreign Currency Convertible Bonds (FCCBs), American Depository Receipts (ADRs), Global Depository Receipts (GDRs) and convertible preference shares held by foreign entity. Indirect foreign investment shall mean foreign investment in the company/ companies holding shares of the licensee company and their holding company/companies or legal entity (such as mutual funds, trusts) on proportionate basis. Shares of the applicant company held by Indian public sector banks and Indian public sector financial institutions will be treated as 'Indian holding'. In any case, the 'Indian' shareholding will not be less than 26 percent.
 - b. FDI up to 49 percent will continue to be on the automatic route. FDI in the applicant company/Indian promoters/investment companies including their holding companies shall require approval of the Foreign Investment Promotion Board (FIPB) if it has a bearing on the overall ceiling of 74 percent. While approving the investment proposals, FIPB shall take note that investment is not coming from countries of concern and/or unfriendly entities.

c. FDI shall be subject to laws of India and not the laws of the foreign country/countries.

2.3 The combined net-worth requirement will be Rs. 25 crore for National level Unified Licence, Rs 2.5 crore for each Service area level Unified Licence and Rs. 25 lakh for each District level Unified Licence. In case of acquiring Unified Licence in any other licence area, the Licensee shall maintain additional net-worth as prescribed for that service area/district also. The net worth requirement for Unified Licence is summarised below –

Table – Minimum Net-worth requirement for various Unified Licences

Type of Licence	Net-worth requirement	Total Minimum Net-worth required for more than one Licence areas
National level Unified Licence	Rs 25 Crore	
Services area level Unified Licence	Rs 2.5 crore for each service area.	(Rs. in crore) 2.5 x Number of service areas for which either LOI/ Licence have been issued and applied for in the name of applicant.
District level Unified Licence	Rs. 25 lakh for each district.	(Rs. in lakh) 25 x Number of districts for which either LOI/ Licence have been issued and applied for in the name of applicant.

The net-worth of only those promoters shall be counted, who have at least 10% equity stake or more in the total equity of the company. Here net worth shall mean the sum total, in Indian Rupee, of paid up equity capital and free reserves. While counting Net-worth, foreign currency shall be converted into Indian Rupee at the prevalent rate indicated by the Reserve Bank of India as on the date the application is received.

2.4 The applicant company shall have a minimum paid up equity capital equal to one-tenth of net-worth prescribed in Para above

and shall submit a certificate to this effect (provided by the applicant's Company Secretary) along with the application.

- 2.5 The majority Directors on the Board of the Licensee Company shall be Indian citizens.
- 2.6 The positions of the Chairman, Managing Director, Chief Executive Officer (CEO) and/or Chief Financial Officer (CFO), if held by foreign nationals, would require to be security vetted by Ministry of Home Affairs (MHA). Security vetting shall be required on yearly basis. In case something adverse is found during the security vetting, the direction of MHA shall be binding on the licensee.

3. **Application Procedure**

- 3.1 The applicant company shall pay a non refundable processing fee of Rs. 100,000 (Rs. One Lakh) for National level Unified Licence, Rs. 50,000 (Rs. Fifty Thousand) for Service area level Unified Licence and Rs 15,000 (Rs. Fifteen Thousand) for District level Unified Licence.
- 3.2 The applicant company shall submit the application in the prescribed Application form for each licence area separately.
- 3.3 Incomplete application shall be rejected and the processing fee will not be refunded.
- 3.4 The complete application shall be decided, within 60 days of the submission of the application and the applicant company shall be informed accordingly.
- 3.5 Licensor reserves the right to accept or reject any application without assigning any reasons.
- 3.6 In case the applicant is found to be eligible for grant of Unified Licence, a Letter of Intent (LOI) will be issued. The applicant shall

be required to deposit Entry Fee and submit Bank Guarantee / other documents and sign the licence agreement within a period as mentioned in the letter(LOI) from the date of issue of the letter (LOI) failing which the offer of grant of licence shall stand withdrawn at the expiry of permitted period.

- 3.7 The applicant company will be required to pay one time non-refundable Entry Fee before signing the license agreement, based on Letter of Intent (LoI).
- 3.8 The Company shall acknowledge compliance with the licence agreement as a part of Memorandum of Association of the Company. Any violation of the licence agreement shall automatically lead to the company being unable to carry on its business in this regard. The duty to comply with the licence agreement shall also be made a part of Articles of Association.

4. **Entry Fee**

- 4.1 One time **non refundable** Entry fee for Unified Licence shall be:
 - a. Rs. 20 (Twenty) crore for National level Unified Licence;
 - b. Rs. 2 (Two) crore for Metro and 'A' Category Service area;
 - c. Rs. 1 (One) crore for B category Service area;
 - d. Rs. 50 (Fifty) lakh for C category Service area; and
 - e. Rs. 15 (Fifteen) lakh for District level Unified Licence.
- 4.2 While granting a National level or Service area level Unified Licence, Entry fee already paid for the service area level licences or district level licences will be adjusted on *pro rata* basis for the balance validity period of such Licences at hand against the Entry fee for the National level or Service area level Unified Licence. However, where the sum of entry fee already paid exceeds the entry fee to be paid, there will be no refund of the Entry fee.

5. **Scope of the Licence**

5.1 Unified Licence will be service and technology neutral and the Unified licensee shall be permitted to provide any telecom service, as defined below on a non-exclusive basis, anytime, anywhere, using any technology within its licence area as prescribed below:

- a. Collection, carriage, transmission and delivery of voice and/or non-voice MESSAGES over LICENSEE's network in the designated LICENCE AREA and includes provision of all types of access services. Unified licensee can also provide Internet Telephony, Internet Services including IPTV and Broadband Services including triple play i.e. voice, video and data. The Licensee shall be free to enter an agreement with other service provider in India or abroad for providing roaming facility to its subscriber under full mobility service unless advised / directed by Licensor otherwise.

Further, TRAI can also prescribe tariffs/charges for such facilities within the provisions of TRAI Act, 1997 as amended from time to time.

- b. Unified licensee can provide dark fibres, Right of Way, duct space, towers on lease / rent / sale basis to the licensees of telecom services on mutually agreed terms and conditions. The Licensee will also be allowed to install and share active network limited to antenna, feeder cable, Node B, Radio Access Network (RAN) and transmission systems and to seek SACFA siting clearance for erecting towers with or without agreement with licensed Service Providers.
- c. Unified licensee is permitted to provide leased circuit within its licence area. Public network is not to be connected with leased circuits/CUGs.

- d. A Unified licensee shall be permitted to offer any/all services covered under 'Class licence' and 'Licensing through Authorization' but not vice-versa.
- e. The Licensee cannot provide any other service which otherwise require a separate licence.
- f. The Licensee cannot provide broadcasting services, for which a separate licence / registration is required as per Cable TV Act 1995 and guidelines for DTH Licence issued by Ministry of Information and Broadcasting.

5.2 The services which a Unified Licensee can offer will be as below:

- a. National level Unified Licence shall permit the Licensee to offer any or all of the telecom services mentioned in Para 5.1 in any/all service areas.
- b. National level Unified licensee can also provide GMPCS, NLD and ILD services, Resale of IPLC.
- c. Service area level Unified Licence shall permit the Licensee to offer any or all of the telecom services mentioned in Para 5.1 except National Long Distance (NLD), International Long Distance (ILD), Global Mobile Personal Communication by Satellite (GMPCS) services, Very Small Aperture Terminal (VSAT) services, Resale of IPLC and INSAT Mobile Satellite System (INSAT-MSS) Reporting Service, in the specified service area for which licence is given. Service area level Unified licensee will be allowed to apply for National level Unified Licence.

1.7 District level Unified Licence shall permit the licensee to offer any or all of the telecom services mentioned in Para 5.1 in the district for which licence is given. However, a District level Unified

licensee shall not be permitted to offer NLD, ILD, GMPCS, VSAT & Resale of IPLC, INSAT-MSS and wireless access service. Also, these licensees would not be entitled for assignment of spectrum resources for access services. District level Unified Licence will not be given for Metro areas of Delhi, Mumbai and Kolkata.

(Note – The definition of various services mentioned above are as defined in the Annexure II)

6. Ownership of licensee company

6.1 The LICENSEE shall ensure that all the conditions mentioned in Clause 2 (eligibility conditions) are maintained during the currency of the Unified Licence.

6.2 The LICENSEE shall declare the Indian & Foreign equity holdings (both direct and in-direct) in the LICENSEE company and submit a compliance report regarding compliance of FDI norms and security conditions on 1st day of January and 1st day of July on six monthly basis to the LICENSOR. This is to be certified by the LICENSEE Company's Company Secretary or Statutory Auditor.

7. Duration of Licence

7.1. The validity period of a Unified Licence will be for a period of 20 years.

8. Renewal of Licence

8.1. Renewal – The licensor may renew, if deemed expedient, the period of Unified Licence by a period of 10 years at one time upon the request of the Licensee on terms mutually agreed. The decision of the Licensor shall be final in this regard.

8.2. On renewal, Unified licensee will be required to pay a renewal fee which will be as notified by the licensor on the recommendation of TRAI.

9. Suspension/revocation/termination/Surrender of Licence

9.1. There shall be a non-obstante clause in the licence which confers powers upon the Licensor to suspend, revoke or terminate the license, in whole or in part.

9.2. Licensee may surrender the Licence, by giving notice of at least 60 Calendar days in advance. Unless the surrender notice is rejected by the Licensor within 30 days of the date of receipt of the notice, the effective date of surrender of Licence will be 61st Calendar day counted from the date of receipt of such notice by the licensor.

10. Penalty

10.1. The Licensor may impose financial penalty (as detailed below) based on either its own findings or on the recommendations of TRAI, for each violation of the terms and conditions of licence agreement:

Type of License	Minor violation	Major violation
National Level	Not exceeding Rs 5 Crore	Not exceeding Rs 50 Crore
Service Area Level	Not exceeding Rs 2 Crore	Not exceeding Rs 20 Crore
District Level	Not exceeding Rs 10 Lakh	Not exceeding Rs 1 Crore

Financial Conditions

11. Fees payable

11.1. **Entry Fee** – One time non refundable Entry fee as detailed in Para-4.

11.2. **License Fee** – An annual Licence Fee as a percentage of Annual Gross Revenue (AGR), as defined in the licence agreement shall be applicable. From the second year of the effective date of the Unified Licence, this Licence Fee shall be subject to minimum of 10% of the Entry fee paid.

11.3. **The Fee/royalty payable towards Wireless Planning and Coordination Wing (WPC):** WPC Charges shall be payable at such time and in such manner as the WPC Wing of the DoT may prescribe from time to time.

12. **Bank Guarantee**

12.1. The Financial bank Guarantee (FBG) shall be equivalent to the Licence Fee payable for two quarters. The minimum annual Licence Fee is 10% of the entry fee. Therefore, for new entrants, initially FBG shall be for an amount of Rs. 1 (One) crore for National level Unified Licence, Rs. 10 (Ten) lakh, 5 (Five) lakh and 2.5 lakh for metro/category A, B and C Service area level Unified Licence respectively and Rs. 75,000 (Seventy Five thousand) for District level Unified Licence. The amount of FBG shall be reviewed on six monthly basis by licensor and subsequently, the amount of FBG shall be equivalent to the estimated sum payable equivalent to Licence Fee for two quarters and other dues not otherwise securitized and any additional amount as deemed fit by the Licensor.

13. **Merger of Unified Licences**

13.1 Merger of Unified Licences may be permitted as per guidelines issued by DoT from time to time.

General Conditions

14. Change in the name of the Licensee Company shall be permitted in accordance with the provisions under the Indian Companies Act, 1956.
15. The Licence shall be governed by the provision of Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1933 and Telecom Regulatory Authority of India Act, 1997 as modified or replaced from time to time.
16. The Licensee shall comply with any order issued by the Licensor OR any order, direction, determination or regulation as may be issued by TRAI from time to time.
17. The LICENSEE shall be responsible for, and is authorized to own, install, test and commission all the applicable systems for providing the services.
18. The licensee shall make its own arrangements for Right of Way (ROW).
19. Licensee shall make its own arrangements for all infrastructure involved in providing the service and shall be solely responsible for installation, networking, operation and commissioning of necessary equipment and systems, treatment of subscriber complaints, issue of bills to its subscribers, collection of its component of revenue, attending to claims and damages arising out of his operations.
20. The Licensee shall provide the details of the technology proposed to be deployed for operation of the service. The technology should be based on standards issued by ITU/TEC or any other International Standards Organization/ bodies/Industry. Unified licensee is permitted to provide, service by utilizing any type of network equipment, including circuit and/or packet switches that meet the relevant International Telecommunication Union (ITU) /Telecommunication Engineering Center (TEC) / International standardization bodies such as 3GPP/3GPP-2/ETSI/IETF/ANSI/EIA/TIA/IS.

21. In case of provision of bandwidth by the Licensee through the satellite media, the Licensee shall abide by the prevalent Government orders, directions or regulations on the subject like satellite communication policy, V-SAT policy etc.
22. Sharing of active/passive infrastructure shall be as per the guidelines issued by the Licensor from time to time.
23. The LICENSEE shall ensure adherence to the National FUNDAMENTAL PLAN which includes National Numbering, routing and Transmission plan issued by Department of Telecommunications and technical standards as prescribed by LICENSOR or TRAI, from time to time.
24. The licensee providing access service, shall provide independently or through mutually agreed commercial arrangements with other Service Providers, all public utility services including TOLL FREE services namely police, fire, ambulance or any other emergency number as may be specified by the Licensor from time to time. While providing emergency services such as police, fire, ambulance etc. it shall be ensured that such calls shall be delivered to the control room of the concerned authority for the area from where call is originated.

25. **Interconnection**

- 25.1. It shall be mandatory for the Unified licensee to provide interconnection to all eligible Telecom Service Providers (eligibility shall be determined as per the service provider's Licence agreement and TRAI's determination/orders/regulations issued from time to time) to ensure that the calls are completed to all destinations. Principle of non-discrimination shall be followed in the matter of interconnection.
- 25.2. The interconnection shall have to be withdrawn in case of termination of the respective licensed networks of other Telecom service providers within one hour or within such time as directed

by the Licensor/TRAI in writing, after receiving intimation from the Licensor/TRAI in this regard.

25.3. Interconnection between the networks of different SERVICE PROVIDERs shall be as per National Standards issued from time to time by Telecom Engineering Centre (TEC) and also subject to technical feasibility and technical integrity of the Networks and shall be within the overall framework of interconnection regulations issued by the TRAI from time to time.

25.4. The terms and conditions of interconnection including *inter alia* standard interfaces, points of interconnection and technical aspects will be subject to compliance of prevailing regulations, directions and determinations issued by TRAI from time to time.

25.5. The charges for accessing other networks for inter-network calls shall be based on mutual agreements between the service providers conforming to the Orders/Regulations/Guidelines issued by the TRAI from time to time.

26. **Quality of service**

26.1. The LICENSEE shall operate and maintain the licensed Network conforming to Quality of Service standards to be mutually agreed in respect of Network- Network Interface subject to such other directions as LICENSOR or TRAI may give from time to time. Failure on part of LICENSEE or his franchisee to adhere to the QUALITY OF SERVICE stipulations by TRAI and network to network interface standards of TEC may be treated as breach of Licence terms.

27. **Security Conditions**

27.1 The Licensee shall comply with the security conditions *inter alia* relating to inspection of the installation/establishments, audit of

networks, security of the network, restriction on employment of foreign nationals, transfer of information outside the country, remote access, monitoring of networks, confidentiality of information relating to subscriber data and any other condition imposed by the Licensor from time to time.

B. Additional Guidelines for Spectrum assignment associated with Unified licence

28. The net worth requirement for those Unified licensees who may apply for assignment of spectrum will be in addition to what is mentioned in Clause 2.3 above. The promoters of the applicant company shall have a combined net-worth of Rs. 100 crore/ Rs. 50 crore/ Rs. 30 crore for Category A, B and C Service areas respectively. The applicant company shall have a minimum paid up equity capital equal to one-tenth of net-worth prescribed above and shall submit a certificate to this effect (provided by the applicant's Company Secretary) while applying for the spectrum.
29. At the time of applying/bidding for spectrum, no single company/ legal person having substantial equity in the applicant company, either directly or through its associates, shall have substantial equity holding in any other company having Unified /UAS/CMTS/Basic Licence in the same service area. 'Substantial equity' herein will mean 'an equity of 10% or more'.

A promoter company/ Legal person having stake in the applicant company shall not have stakes in a company having Unified/UAS/CMTS/Basic licence in the same licence area.

30. Performance Bank Guarantee (PBG) in prescribed proforma given in licence agreement shall be submitted for amount equal to Rs. 20 crore/Rs. 10 crore/Rs. 2 crore for Category A, B and C Service areas respectively before signing the Licence Agreement. Further, on

completion of one year from the effective date of assignment of spectrum and after meeting the coverage criteria stipulated for first year, the PBG shall be reduced to Rs. 10 crore/Rs. 5 crore/Rs.1 crore for Category A, B and C Service areas respectively on self-certification provided by the Licensee.

31. The applicant company shall submit a Financial Bank Guarantee (FBG) of an amount of Rs. 50 crore/Rs. 25 crore/ Rs. 5 crore for Category A, B and C Service areas respectively, which shall be submitted before the date of signing the Licence agreement in the prescribed proforma given in licence agreement. Initially, FBG shall be valid for one year. Subsequently, the amount of FBG shall be equivalent to the estimated sum payable equivalent to license fee for two quarters and other dues not otherwise securitised and any additional amount as deemed fit by the Licensor. The amount of FBG shall be subject to periodic review by the Licensor and shall be renewed from time to time till final clearance of all dues.
32. The Fees, charges and royalties for the use of spectrum and also for possession of Wireless Telegraphy equipment shall be separately securitised by furnishing FBG of an amount equivalent to the estimated sum payable annually in the proforma given in licence agreement, to WPC, valid for a period of one year, renewable from time to time till final clearance of all such dues.
33. The Renewal fee discussed in Clause 8 above does not cover the value of spectrum, which shall be paid for separately.
34. Unified Licensees who will be assigned spectrum, will be required to comply with roll out obligations as applicable, with attendant incentives and penalty as linked to allotment of that particular spectrum block as may be specified at the time of allotment of spectrum or as may be specified from time to time.

35. The Licensee shall pay spectrum usage charges in addition to the Licence Fees on revenue share basis as notified separately from time to time by the WPC Wing. However, while calculating 'AGR' for limited purpose of levying spectrum charges based on revenue share, revenue from wireline subscribers shall not be taken into account.
36. For use of space segment and setting up of the Earth Station etc., the Licensee shall directly coordinate with and obtain clearance from Network Operations and Control Centre (NOCC), apart from obtaining SACFA clearance. The clearance from other authorities as specified from time to time shall also be obtained by the Licensee.

II. Draft Guidelines for Class Licence

1. Framework

- 1.1 Subject to fulfilment of relevant eligibility conditions, Class Licence shall be issued on non exclusive basis, without any restriction on the number of entrants in a licence area.
- 1.2 Class Licence will be issued only on National level basis.
- 1.3 Class Licence will not, *per se*, carry with it any spectrum. A holder of Unified Licence, other than District level Unified Licence, may separately obtain spectrum as per the prevailing policy.

2. Eligibility Conditions

- 2.1 The applicant must be an Indian company, registered under the Indian Companies Act 1956.
- 2.2 The total foreign equity in the paid up capital of the applicant company should not exceed 74% of the total equity subject to the following FDI norms :
 - a. Both direct and indirect foreign investment in the applicant company shall be counted for the purpose of FDI ceiling. Foreign Investment shall include investment by Foreign Institutional Investors (FIIs), Non-resident Indians (NRIs), Foreign Currency Convertible Bonds (FCCBs), American Depository Receipts (ADRs), Global Depository Receipts (GDRs) and convertible preference shares held by foreign entity. Indirect foreign investment shall mean foreign investment in the company/ companies holding shares of the licensee company and their holding company/companies or legal entity (such as mutual funds, trusts) on proportionate basis. Shares of the applicant company held by Indian public sector banks and

Indian public sector financial institutions will be treated as 'Indian holding'. In any case, the 'Indian' shareholding will not be less than 26 percent.

- b. FDI up to 49 percent will continue to be on the automatic route. FDI in the applicant company/Indian promoters/investment companies including their holding companies shall require approval of the Foreign Investment Promotion Board (FIPB) if it has a bearing on the overall ceiling of 74 percent. While approving the investment proposals, FIPB shall take note that investment is not coming from countries of concern and/or unfriendly entities.
- c. FDI shall be subject to laws of India and not the laws of the foreign country/countries.

2.3 (a) The details of the equity holdings in the applicant company should be disclosed by the company as follows:

Sl. No.	Name of Promoter/Partner	Indian/ Foreign	Equity %	Net Worth
1.				
2.				
3.				

(b) Details of equity holding of the Promoter/Partner Indian Companies of the applicant company should be disclosed by the applicant company, as follows:

Sl. No.	Name of Promoter/Partner	Indian/ Foreign	Equity %	Net Worth
1.				
2.				
3.				

2.4 The majority Directors on the Board of the Licensee Company shall be Indian citizens.

2.5 The positions of the Chairman, Managing Director, Chief Executive Officer (CEO) and/or Chief Financial Officer (CFO), if held by foreign nationals, would require to be security vetted by Ministry of Home Affairs (MHA). Security vetting shall be required periodically on yearly basis. In case something adverse is found during the security vetting, the direction of MHA shall be binding on the licensee.

3. **Application Procedure**

3.1 The applicant company shall pay a non refundable processing fee of Rs. 25,000 (Rs. Twenty Five Thousand) for Class Licence.

3.2 The applicant company shall submit the application in duplicate in the prescribed Application form.

3.3 Incomplete application shall be rejected and the processing fee will not be refunded.

3.4 The application shall be decided, within 60 days of the submission of the application and the applicant company shall be informed accordingly.

- 3.5 Licensor reserves the right to accept or reject any application without assigning any reasons.
- 3.6 In case the applicant is found to be eligible for grant of Class Licence, a Letter of Intent (LOI) will be issued. The applicant shall be required to deposit Entry Fee and submit Bank Guarantees / other documents and sign the licence agreement within a period as mentioned in the letter(LOI) from the date of issue of the letter (LOI) failing which the offer of grant of licence shall stand withdrawn at the expiry of permitted period.
- 3.7 The applicant company will be required to pay one time non-refundable Entry Fee before signing the license agreement, based on Letter of Intent (LoI).
- 3.8 The Company shall acknowledge compliance with the licence agreement as a part of Memorandum of Association of the Company. Any violation of the licence agreement shall automatically lead to the company being unable to carry on its business in this regard. The duty to comply with the licence agreement shall also be made a part of Articles of Association.

4. **Entry Fee**

- 4.1 One time **non refundable** Entry Fee for each category of Class Licence shall be Rs. 30 (Thirty) lakh.

5. **Scope of the Licence**

- 5.1. VSAT service and INSAT-MSS Reporting Service will be covered under Class Licence. However, Licensor reserves the right to include any other service under Class Licence on recommendations of TRAI.

(Note – The definition of various services mentioned above will be as defined in the Annexure)

5.2. Class Licence will be technology neutral and is granted to provide designated service on a non-exclusive basis.

6. Ownership of licensee company

6.1 The LICENSEE shall ensure that all the conditions mentioned in Clause 2 (eligibility conditions) are maintained during the currency of the Unified Licence.

6.2 The LICENSEE shall declare the Indian & Foreign equity holdings (both direct and in-direct) in the LICENSEE company and submit a compliance report regarding compliance of FDI norms and security conditions on 1st day of January and 1st day of July to the LICENSOR. This is to be certified by the LICENSEE Company's Company Secretary or Statutory Auditor.

7. Duration of Licence

7.1 The validity period of a Class Licence will be for a period of 20 years.

8. Renewal of Licence

8.1 Renewal – The licensor may renew, if deemed expedient, the period of Class Licence by a period of 10 years at one time upon the request of the Licensee on terms mutually agreed. The decision of the Licensor shall be final in regard to renewal of licence.

8.2 On renewal, Class licensee will be required to pay a renewal fee which will be as notified by the licensor in consultation with TRAI from time to time.

9. Suspension/revocation/termination/Surrender of Licence

9.1 There shall be a non-obstante clause in the licence which confers powers upon the Licensor to suspend, revoke or

terminate the license, in whole or in part.

- 9.2 Licensee may surrender the Licence, by giving notice of at least 60 Calendar days in advance. Unless the surrender notice is rejected by the Licensor within 30 days of the date of receipt of the notice, the effective date of surrender of Licence will be 61st Calendar day counted from the date of receipt of such notice by the licensor.

10. **Penalty**

- 10.1 The Licensor may impose financial penalty based on either its own findings or on the recommendations of TRAI, for violation of terms and conditions of licence agreement. For each minor violation of licence agreement, the financial penalty will not exceed Rs. 5 crore and for each major violation, the financial penalty will not exceed Rs. 20 crore.

Financial Conditions

11. **Fees payable**

- 11.1 **Entry Fee** – One time non refundable entry fee as detailed in Para 4.
- 11.2 **License Fee** – An annual Licence Fee as a percentage of Annual Gross Revenue (AGR), as defined in the licence agreement shall be applicable. From the second year of the effective date of the Unified Licence, this Licence Fee shall be subject to minimum of 10% of the Entry fee paid.
- 11.3 **The Fee/royalty payable towards Wireless Planning and Coordination Wing (WPC):** WPC Charges shall be payable at such time and in such manner as the WPC Wing of the DoT may prescribe from time to time.

12. **Bank Guarantee**

12.1 The Financial bank Guarantee (FBG) shall be equivalent to the licence fee payable for two quarters. The minimum annual licence fee is 10% of the entry fee, therefore, for new entrants; initially FBG shall be for an amount of Rs. 1.5 lakh. The amount of FBG shall be reviewed on six monthly basis by licensor and subsequently, the amount of FBG shall be equivalent to the estimated sum payable equivalent to licence fee for two quarters and other dues not otherwise securitized and any additional amount as deemed fit by the Licensor.

13. **Merger of Class Licences**

13.1 Merger of Class Licences may be permitted as per guidelines issued by DoT from time to time.

General Conditions

14. Change in the name of the Licensee Company shall be permitted in accordance with the provisions under the Indian Companies Act, 1956.
15. The Licence shall be governed by the provision of Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1933 and Telecom Regulatory Authority of India Act, 1997 as modified or replaced from time to time.
16. The Licensee shall comply with any order issued by the Licensor OR any order, direction, determination or regulation as may be issued by TRAI from time to time.
17. The LICENSEE shall be responsible for, and is authorized to own, install, test and commission all the Applicable system for providing the Services under this Licence agreement.

18. The licensee shall make its own arrangements for Right of Way (ROW).
19. The Licensee shall make its own arrangements for all infrastructures involved in providing the service and shall be solely responsible for installation, networking, operation and commissioning of necessary equipment and systems, treatment of subscriber complaints, issue of bills to its subscribers, collection of its component of revenue, attending to claims and damages arising out of his operations.
20. The Licensee shall provide the details of the technology proposed to be deployed for operation of the service. The technology should be based on standards issued by ITU/TEC or any other International Standards Organization/ bodies/Industry. Class licensee is permitted to provide, service by utilizing any type of network equipment, including circuit and/or packet switches that meet the relevant International Telecommunication Union (ITU) /Telecommunication Engineering Center (TEC) / International standardization bodies such as 3GPP/3GPP-2/ETSI/IETF/ANSI/EIA/TIA/IS.
21. In case of provision of bandwidth by the Licensee through the satellite media, the Licensee shall abide by the prevalent Government orders, directions or regulations on the subject like satellite communication policy, V-SAT policy etc.
22. Sharing of active/passive infrastructure shall be as per the guidelines issued by the Licensor from time to time.
23. The LICENSEE shall ensure adherence to the National FUNDAMENTAL PLAN which *inter alia* includes Routing and Transmission plan issued by Department of Telecommunications and technical standards as prescribed by LICENSOR or TRAI, from time to time.

24. **Interconnection**

- 24.1 Eligibility for interconnection shall be determined as per the service provider's Licence agreement and TRAI's determination/orders/regulations issued from time to time. Principle of non-discrimination shall be followed in the matter of interconnection.
- 24.2 The interconnection shall have to be withdrawn in case of termination of the respective licensed networks of other Telecom service providers within one hour or within such time as directed by the Licensor in writing, after receiving intimation from the licensor in this regard.
- 24.3 The terms and conditions of interconnection including interalia standard interfaces, points of interconnection and technical aspects will be as mutually agreed between the service providers, subject to compliance of prevailing regulations, directions and determinations issued by TRAI from time to time.
- 24.4 Interconnections restrictions applicable for VSAT network with other networks:-
- a. Interconnection with PSTN - Not permitted
 - b. Network of other VSATs – Interconnection shall be permitted through the Hub on case to case basis, wherever the CUG nature of the network is not violated.
 - c. Terrestrial data lines leased by customers of VSATs – Interconnection shall be permitted on case to case basis, wherever the CUG nature of the network is not violated.
 - d. Terrestrial data lines of a public nature: - Interconnection shall be permitted through the Hub, provided it is connected to a public data network such as Internet/ INET.
 - e. Overseas office of the CUG for data transfer purposes:- Interconnection shall be permitted on a case to case basis

subject to the condition that the connection should be between the hub and the server of the overseas office through a leased line passing through an international gateway which can be monitored for security purposes.

- f. WAN Operators: - Interconnection shall be permitted on case to case basis, wherever the CUG nature of the network is not violated.
- g. Internet/INET: - The hub of VSAT licensee shall be allowed to be connected to an internet node of his choice through a lease line taken from Telecom service provider who is authorised to sell bandwidth/ leased line. Similar inter-connection of the Hub with INET is also permitted.
- h. Other media to provide for redundancy:- Switchover between a terrestrial CUG network and a VSAT based CUG network belonging to the same licensee shall be permitted for redundancy purpose.
- i. Interconnection of CUGs: - Inter-connection between CUGs, where the CUG nature of the network is not violated, will be permitted on a case to case basis.

25. Quality of service

25.1 The LICENSEE shall operate and maintain the licensed Network conforming to Quality of Service standards to be mutually agreed in respect of Network- Network Interface subject to such other directions as LICENSOR or TRAI may give from time to time. Failure on part of LICENSEE or his franchisee to adhere to the QUALITY OF SERVICE stipulations by TRAI and network to network interface standards of TEC may be treated as breach of Licence terms.

26. **Security Conditions**

26.1 The Licensee shall comply with the security conditions relating to, *inter alia*, inspection of the installation/establishments, audit of networks, security of the network, restriction on employment of foreign nationals, transfer of information outside the country, remote access, monitoring of networks, confidentiality of information relating to subscriber data and any other condition imposed by the Licensor from time to time.

III. Migration of Existing Licence to Unified Licence

1. On coming into force of the Unified Licence, all the existing licences issued under Section 4 of the Indian Telegraph Act 1885 shall stand automatically converted to the Unified Licence. This will be the Unified Licence (restricted). Necessary amendments shall be made by the Licensor under intimation to the Licensee.
2. On conversion, the validity of the Unified Licence (restricted) shall be same as the validity of existing licence.
3. The conditions of Unified Licence (restricted) shall be the same as existing licence.
4. The services under such a licence will be restricted to the service(s) that the licensee could offer and to the service area(s) permitted under the existing licence. In case an existing licensee after conversion to Unified Licence (restricted) wishes to provide services permitted within the scope of service under Unified Licence but which are not covered under its old licence, then it will have to apply for Unified Licence.
5. For conversion to the Unified Licence (restricted), there shall be no additional entry fee to be paid by the licensee.
6. A holder of Unified Licence (restricted) shall have the option to apply for and migrate to a Unified Licence.
7. In the event a holder of Unified Licence (restricted) desires to expand/alter the service(s) offered or service area(s) of operations, it shall be required to migrate to Unified Licence and pay the prescribed entry fee.

Illustration: A company 'A' has All-India licence for NLD and ILD, ISP (Category B) and CMTS/UAS Licences for service areas 2 & 3 as given in the Table below. After coming into force of Unified Licence framework, these licences shall get converted to Unified Licences

(restricted) i.e. the scope of service of each new Unified Licence will continue to be the same as the existing licence. However, if the Company wishes to provide any other service permitted under Unified Licence, say ISP on all India basis or access services in LSAs other than service areas 2&3, then it will have to apply for migration to National level Unified Licence and will also have to pay the prescribed entry fee and fulfil all eligibility conditions as given in the Guidelines for Unified Licence.

Unified Licences (restricted) – 6 licences

Licence	All India	LSA-1	LSA-2	LSA-3	LSA-21	LSA-22
CMTS/UASL			✓	✓			
NLD	✓						
ILD	✓						
ISP			✓	✓			

After migration to Unified Licence – 1 Unified Licence

Licence	All India
CMTS/UASL	✓
NLD	✓
ILD	✓
ISP	✓
All other Services defined in the scope of Unified Licence.	✓

8. In respect of 6 and 7 above, the Entry Fee already paid, in case of NLD/ILD/UAS /CMTS licence only, will be adjusted on *pro rata* basis for the balance validity period of the existing Licence as per formula given in the table below. However, in cases where the Entry Fee already paid exceeds the Entry Fee to be paid now for migrating to Unified Licence, there will be no refund of the Entry fee.

Type of Existing Licence	Migration to	Rebate
ILD/NLD	National level	Rs 12.5 lakh x No of years remaining for existing NLD/ILD Licence validity
UASL/ CMTS	Service area level	Rs 10 lakh, 5 lakh and 2.5 lakh for Metro/Cat A, Cat B and Cat C service areas respectively x No of years remaining for existing UASL/CMTS Licence validity.
UASL /CMTS in various service area	National level	Rs 10 lakh, 5 lakh and 2.5 lakh for Metro/Cat A, Cat B and Cat C service areas respectively x No of years remaining for existing UASL/CMTS Licence validity subject to maximum limit of Rs. 20 crore.

9. On expiry of the validity of the Unified Licence (restricted), the licensee shall be required to take a Unified Licence.
10. IP-I shall be covered under Unified Licence. The existing IP-I providers would be required to take the Unified Licence as soon as the same comes into being and the conditions in the Unified Licence will apply to IP-I provider too. IP-I shall have to pay the prescribed entry fee to take the Unified Licence.
11. In the event a holder of Unified Licence (restricted), having spectrum, obtains a Unified Licence, it will continue to retain the spectrum assigned for the remaining validity period of the existing Licence. In case of 3G /BWA spectrum holders, the spectrum assigned will be retained for the period for which the spectrum blocks have been assigned. The licensee holding access spectrum shall be required to maintain the net-worth and paid up equity as per existing licence, in case these are higher than the amount prescribed in the Unified Licensing Regime.
12. Roll out obligations, if any, linked with the existing service providers shall remain applicable even after migration to Unified Licence regime and shall be subject to changes/modifications from time to time.

IV. Migration of Existing Licence to Class Licence

1. On coming into force of the Class Licence, all the existing licences issued, under Section 4 of the Indian Telegraph Act 1885, issued for VSAT and INSAT-MSS shall stand automatically converted to the Class Licence. This will be the Class Licence (restricted). Necessary amendments shall be made by the Licensor under intimation to the Licensee.
2. An existing licensee, on migration to a Class Licence (restricted), will continue to be governed by the same conditions and the validity period as per the existing licence. It shall also be entitled to retain the spectrum assigned, if any, for the validity period of the existing Licence.
3. The holder of a Class Licence (restricted) shall be entitled to migrate to a Class Licence or a Unified Licence.
4. On migration, the existing licensee will be required to pay Entry Fee as prescribed for the Class Licence or Unified Licence. Entry Fee paid earlier will be adjusted on *pro rata* basis for the balance validity period of the existing Licences as per formula given in table below. However, in cases where the Entry Fee already paid exceeds the Entry Fee to be paid now for migrating to Class Licence or Unified Licence, there will be no refund of the Entry fee.

Type of Existing Licence	Rebate
VSAT	Rs 1.5 lakh x No of years remaining for existing Licence validity

5. Roll out obligations, if any, linked with the existing service providers shall remain applicable even after migration to Class Licence and shall be subject to changes/modifications from time to time.

V. Issues for Consultation

- 1. Kindly give your response to each clause of Chapters I to IV above.**

In addition,

- 2. What are your views on the scope of Licence for Unified Licence (National level/Service area level/District level) and Class Licence? (Clause 5 of draft guidelines for Unified Licence and Clause 5 of draft guidelines for Class Licence)**
- 3. What, in your opinion, are the actions that should be classified as minor violations and major violations? (Clause 10 of draft guidelines for Unified Licence)**
- 4. Even within minor and major violations respectively, what, in your opinion, should be the factors to be taken into consideration while determining the actual amount of penalty? (Clause 10 of draft guidelines for Unified Licence)**
- 5. These draft guidelines do not provide for Licensing through Authorisation. In your opinion, considering the services that are already covered under Unified Licence and Class Licence, is there any need for Licensing through Authorisation? If so, which are the services to be so covered? And, what should be the guidelines for such a licence?**
- 6. Whether Voice mail/Audiotex/UMS services and Radio paging should continue to be under licensing regime?**
- 7. Is there any other service(s), which needs to be brought under licensing regime?**
- 8. In the new licensing regime, spectrum has been delinked from the Unified Licence. In such a scenario, should TRAI be**

entrusted with the function of granting all types of Unified Licence as is prevalent in majority of the countries in the world?

- 9. Presently, in case of IP- I, there is no restriction on the level of foreign equity in the applicant company. However, in case of Unified Licence, the total foreign equity in the total equity of the Licensee is restricted to 74%. Please indicate the maximum time which should be given to the IP-I to comply with the FDI condition of 74% after grant of Unified Licence.**

- 10. Presently, the access service licences viz. BASIC/CMTS/UASL have restrictions regarding holding of substantial equity by a promoter in more than one access service licence in the same service area. However, apart from access service licence, this condition is not applicable for any other licence. Accordingly, the proposed guidelines remove the restriction on holding of substantial equity in a company having UAS / CMTS/ Basic Licence in the same service area on migration to Unified Licence and also from the eligibility conditions given in Para 2.3 of the draft guidelines for Unified Licence. Please comment on the pros and cons of this proposal.**

- 11. Please raise any other issues you feel are relevant and offer your detailed comments on the same.**

Annexure I**SERVICE AREA (TELECOM CIRCLES/ METROS) AND THE AREAS COVERED BY THEM FOR THE PURPOSE OF THIS LICENCE**

Sl. No.	Name of Service Area	Areas covered	Category
01.	West Bengal Service Area	Entire area falling within the Union Territory of Andaman & Nicobar Islands and area falling within the State of West Bengal and the State of Sikkim excluding the areas covered by Kolkata Metro Service Area.	B
02.	Andhra Pradesh Service Area	Entire area falling within the State of Andhra Pradesh.	A
03.	Assam Service Area	Entire area falling within the State of Assam.	C
04.	Bihar Service Area	Entire area falling within the re-organised State of Bihar and newly created State of Jharkhand pursuant to the Bihar Reorganisation Act, 2000 (No.30 of 2000) dated 25 th August, 2000.	C
05.	Gujarat Service Area	Entire area falling within the State of Gujarat and Union Territory of Daman and Diu, Silvassa (Dadra & Nagar Haveli).	A
06.	Haryana Service Area	Entire area falling within the State of Haryana except Panchkula town and the local areas served by Faridabad and Gurgaon Telephone exchanges.	B
07.	Himachal Pradesh Service Area	Entire area falling within the State of Himachal Pradesh	C
08.	Jammu & Kashmir Service Area	Entire area falling within the State of Jammu & Kashmir including the autonomous council of Ladakh.	C

09.	Karnataka Service Area	Entire area falling within the State of Karnataka	A
10.	Kerala Service Area	Entire area falling within the State of Kerala and Union Territory of Lakshadweep and Minicoy.	B
11.	Madhya Pradesh Service Area	Entire area falling within the re-organised State of Madhya Pradesh as well as the newly created State of Chattisgarh pursuant to the Madhya Pradesh Reorganisation Act, 2000 (No:28 of 2000) dated 25 th August, 2000.	B
12.	Maharashtra Service Area	Entire area falling within the State of Maharashtra and Union Territory of Goa, excluding areas covered by Mumbai Metro Service Area.	A
13.	North East Service Area	Entire area falling within the States of Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.	C
14.	Orissa Service Area	Entire area falling within the State of Orissa.	C
15.	Punjab Service Area	Entire area falling within the State of Punjab and Union territory of Chandigarh and Panchkula town of Haryana.	B
16.	Rajasthan Service Area	Entire area falling within the State of Rajasthan.	B
17.	Tamilnadu Service Area (including Chennai Service Area)	Entire area falling within the State of Tamilnadu and Union Territory of Pondichery including Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges	A
17A	Tamilnadu Service Area (excluding Chennai Service Area)	Entire area falling within the State of Tamilnadu and Union Territory of Pondichery excluding Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges	A
17B	Chennai Service Area	Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and	A

		Mahabalipuram Exchanges	
18.	Uttar Pradesh (West) Service Area	Entire area covered by Western Uttar Pradesh with the following as its boundary districts towards Eastern Uttar Pradesh: Pilibhit, Bareilly, Badaun, Etah, Mainpuri and Etawah. It will exclude the local telephone area of Ghaziabad and Noida. However, it will also include the newly created State of Uttaranchal pursuant to the Uttar Pradesh Re-organisation Act, 2000 (No.29 of 2000) dated 25 th August, 2000.	B
19.	Uttar Pradesh (East) Service Area	Entire area covered by Eastern Uttar Pradesh with the following as its boundary districts towards Western Uttar Pradesh: Shahjahanpur, Farrukhabad, Kanpur and Jalaun.	B
20.	Delhi Service Area	Local Areas served by Delhi, Ghaziabad, Faridabad, Noida, and Gurgaon Telephone Exchanges	Metro
21.	Kolkata Service Area	Local Areas served by Calcutta Telephones.	Metro
22.	Mumbai Service Area	Local Areas served by Mumbai, New Mumbai and Kalyan Telephone Exchanges	Metro

NOTE:

1. Yanam, an area of Union Territory of Pondicherry is served under Andhra Pradesh Telecom Circle in East Godavari LDCA.
2. The definition of Local areas of exchanges will be as applicable to the existing cellular operators, i.e. at the time of grant of cellular Licences in Metro cities.

The definition of local areas with regard to the above service area as applicable to this Licence is as per definition applicable to Cellular Mobile Service Licences as in the year 1994 & 1995, when those Licences were granted to them. This is in accordance with respective Gazette Notification for such local areas wherever issued and as per the statutory definition under Rule 2 (w) Indian Telephones Rules, 1951, as it stood during the year 1994/1995 where no specific Gazette Notification has been issued.

DEFINITIONS

Access Providers: Access Providers means the Basic, Cellular and Cable Service Providers who have a direct access with the subscribers.

Global Mobile Personal Communication by Satellite (GMPCS) Services: GMPCS Service means Global Mobile Personal Communications by Satellite Service and shall include the tele-services, bearer services and supplementary services as defined by ITU. The GMPCS system is defined as "any satellite system (i.e. fixed or mobile, broad-band or narrow-band, global or regional, geo-stationary or non geo-stationery, existing or planned) providing telecommunication services directly to end users from a constellation of satellites." (in accordance with the GMPCS-MOU)

INSAT Mobile Satellite System (INSAT-MSS) Reporting Service: "INSAT Mobile Satellite System Reporting Service" is a one way satellite based messaging service available through INSAT. The basic nature of this service is to provide a reporting channel via satellite to the group of people, who by virtue of their nature of work are operating from remote locations without any telecom facilities and need to send short textual message or short data occasionally to a central station. This service provides one way message reporting (transmit only) facility from anywhere in India.

International Long Distance (ILD): The ILD Service is basically a network carriage service (also called Bearer) providing International connectivity to the Network operated by foreign carriers.

International Private Leased Circuit (IPLC): IPLC is defined as point to point non-switched physical connections/transmission bandwidth from India to destination country.

Internet Access: Internet access means use of any device/technology/ methodology to provide access to internet including IPTV and all content available without access restriction on Internet including web hosting, web-colocation but it does not include service provider's configured Closed User Group Services (VPN).

Internet Telephony: Internet Telephony mean a service to process and carry voice signals offered through Public Internet by the use of Personal Computers (PC) or IP based Customer Premises Equipment (CPE) connecting the following:

- a) PC to PC; within or outside India
- b) PC/a device/Adapter conforming to standard of any international agencies like- ITU or IETF etc. in India to PSTN/PLMN abroad.
- c) Any device / Adapter conforming to standards of International agencies like ITU, IETF etc. connected to ISP node with static IP address to similar device / Adapter; within or outside India.

Explanation: Internet Telephony is a different service in its scope, nature and kind from real time voice service as offered by other licensed operators like Basic Service Operators (BSO), Cellular Mobile Service Operators (CMSO) and Unified Access Service Operators (UASO).

- (i) The Internet Telephony described in condition (a to c) above, is only permitted.
- (ii) Addressing scheme for Internet Telephony shall only conform to IP addressing Scheme of Internet Assigned Numbers Authority (IANA) exclusive of National Numbering Scheme / plan applicable to subscribers of Basic / Cellular Telephone

service. Translation of E.164 number / private number to IP address allotted to any device and vice versa, by the licensee to show compliance with IANA numbering scheme is not permitted.

- (iii) The Licensee is not permitted to have PSTN/PLMN connectivity. Voice communication to and from a telephone connected to PSTN/PLMN and E.164 numbering is prohibited in India.

National Long Distance (NLD) Service: refers to the carriage of switched bearer telecommunication service over a long distance network i.e. a network connecting different Short Distance Charging Areas (SDCAs).

Public Mobile Radio Trunk Service (PMRTS): PMRTS is defined as:

- (i) a two way land mobile service in which users communicate among themselves through a pair of radio frequencies out of a pool in a designated frequency band , assigned to the system and
- (ii) the pair of frequencies is allocated on placement of call request and returned to the pool on completion of call and
- (iii) the communication usually takes place through repeater station (also called base station). Once user is assigned a channel (a pair of frequencies) by the system, no one else can interfere with the communication.

Resale of IPLC: means provision of end to end IPLC between India and country of destination, taking international bandwidth from any of the ILD Service provider licensed under Section 4 of Indian Telegraph Act, 1885.

Unified Access Services (UAS): UAS means telecommunication service provided by means of a telecommunication system for the conveyance of messages through the agency of wired or wireless telegraphy. The Unified

Access Services refer to transmission of voice or non-voice messages over LICENSEE's Network in real time only. SERVICE does not cover broadcasting of any messages voice or non-voice, however, Cell Broadcast is permitted only to the subscribers of the service. The subscriber (all types, pre-paid as well as post-paid) has to be registered and authenticated at the network point of registration and approved numbering plan shall be applicable

VSAT: "VSAT" means Very Small Aperture Terminal. The VSAT SERVICE means closed user group domestic Data Network via INSAT Satellite System using VSAT