

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

No. 311-Misc/2017-CS-I

Dated: 06.10.2021

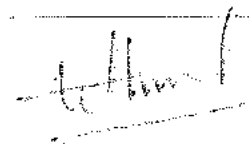
To

All CMRTS Licensees

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

As per the Condition 3.1 of schedule-II: Terms and Conditions, of License Agreement for Captive Mobile Radio Trunking Service, the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, or incorporate new conditions, if in the opinion of the LICENSOR it is considered necessary or expedient to do so in the interest of national security, public interest and for proper conduct of the service/ telegraphs. The decision of the LICENSOR shall be final in this regard. In pursuance of this condition, the Licensor hereby amends/appends the following in the CMRTS License Agreement:

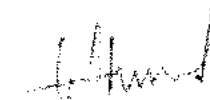
Existing Clause	Amended Clause
Schedule-II, PART-III, FINANCIAL CONDITIONS:	Schedule-II, PART-III, FINANCIAL CONDITIONS:
14.5: Any delay in payment of License fee or any other dues payable under the LICENSE, beyond the stipulated period will attract interest at a rate which will be 4% above the one-year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.	14.5: 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 1 st 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
<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>14.6 In case, the total amount paid on the self assessment of the LICENSEE as quarterly License Fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable license fee, it shall attract a penalty of 50% of the entire amount of the short payment. This amount of short payment along with the penalty shall be payable within 15 days, failing which interest shall be further charged as per terms of Condition 14.5.</p>	<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>Stands deleted.</p>

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

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



**(Rahul yadav)
ADG (CS-I)**

Ph. No. 23036489

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 CS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.



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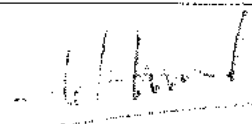
To

All the PMRTS Licensees (other than UL)

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

As per the Condition 4.1 of schedule-II: Terms and Conditions, of License Agreement for Public Mobile Radio Trunking Service, 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. The decision of the LICENSOR shall be final and binding in this regard. In pursuance of this condition, the Licensor hereby amends/appends the following in the PMRTS License Agreement:

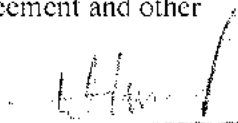
Existing Clause	Amended Clause
Schedule-II, PART-III, FINANCIAL CONDITIONS:	Schedule-II, PART-III, FINANCIAL CONDITIONS:
19.5: Any delay in payment of License fee or any other dues payable under the LICENSE, beyond the stipulated period will attract interest at a rate which will be 4% above the one-year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1 st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.	19.5: 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 1 st 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
<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>19.8 In case, the total amount paid on the self assessment of the LICENSEE as quarterly License Fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable license fee, it shall attract a penalty of 50% of the entire amount of the short payment. This amount of short payment along with the 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 as per terms of Condition 19.5. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed.</p>	<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>Stands deleted.</p>

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


(Rahul Yadav)
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