

No.20-100/2007-AS-I
Government of India
Ministry of Communications & IT
Department of Telecommunications
(Access Services-I Division)
1203, Sanchar Bhavan, Ashok Road, New Delhi-110001

23rd July, 2009

To

All Unified Access Services (UAS) Licensees

Subject: Amendment of UAS Licence Agreement with respect to Lock-in Period for sale of equity of UAS licensee company.

In pursuance of Condition 5.1 of the UAS licence agreement, inter-alia, reserving the right of Licensor to modify at any time the terms and conditions of the LICENCE, in public interest or for the proper conduct of the SERVICE, the LICENSOR hereby with immediate effect inserts the following Clause after the Clause 1.7 of the Schedule to the Licence Agreement for Unified Access Services (UAS), namely:-

“1.8: *There shall be following conditions for sale of equity of the UAS licensee company:*

- (i) There shall be a Lock-in-period for sale of equity of a person whose share capital is 10% or more in the UAS licensee company on the effective date of UAS licence and whose net-worth has been taken into consideration for determining the eligibility for grant of UAS license, till completion of three years from the effective date of the UAS licence or till fulfillment of all the rollout obligations under clause 34, whichever is earlier.*
- (ii) Issue of additional equity share capital by the UAS licensee company by way of private placement/ public issues is permitted. However, such a person (on whom the Lock-in condition applies as per para (i) above) shall not transfer in any manner such as sale, assignment etc., his share capital directly or indirectly to any other person during lock-in period i.e. the invested amount in the shareholding by the equity holder shall not be reduced in any circumstances during the lock-in period.*
- (iii) In case of issue of fresh equity, within the lock-in period the declaration of dividend and/or special dividend shall be barred.*
- (iv) The provision of lock-in period shall not apply, in pursuance to enforcement of pledge by the lending financial institutions/banks in the event of defaults committed by the UAS licensee company.”*

2. All other terms and conditions of the licence agreement including amendments and instructions issued from time to time shall remain unchanged.

3. Please acknowledge receipt.

-Sd-

(R. K. Gupta)

Director (AS-I)

For and on behalf of the President of India

Ph.No.2303 6284

Copy To:

- 1. Secretary, TRAI**
- 2. Wireless Advisor/Advisor Economics/ Sr. DDG(WPF)/ Sr.DDG(TEC)**
- 3. DDG(Security)/DDG(AS-II)/DDG(CS)/DDG(DS)/DDG(LF)/DDG(IP)/JS(T)**
- 4. COAI/AUSPI**
- 5. Director (IT) may kindly arrange to upload this letter on DoT's website.**

