

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
SANCHAR BHAWAN, 20, ASHOKA ROAD,
NEW DELHI-110 117, INDIA.

LICENCE AGREEMENT

FOR

PROVISION OF INTERNET SERVICES

IN ALL INDIA SERVICE AREA

NO. 820-964/07-LR DATED 15.11.2007

TOTAL PAGES 73 (Seventy Three) Only

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15/11/07

को. ह. र. संचालन
S. HARIHARASAPPAVALAY,
सहायक महा निदेशक
ASSISTANT DIRECTOR GENERAL
दूरसंचार विभाग, भारत सरकार
DEPT. OF TEL.COM, GOVT OF INDIA
नई दिल्ली, भारत

Ranjit Mehta

15/11/2007

For Infotel Broadband Services (P) Ltd.



LICENCE AGREEMENT

FOR

INTERNET SERVICES

This AGREEMENT is made on the 15th day of November(month) 2007 (year) by and between the President of India acting through Shri K. Haridhasapavalan (name), Assistant Director General (LR-I), Department Of Telecommunications (DOT), Sanchar Bhavan, 20, Ashoka Road, New Delhi - 110 117 (Hereinafter called the LICENSOR) of the first PARTY.

AND

M/s Infotel Broadband Services Private Limited, a company registered under the Companies Act 1956, having its registered office at C-157, Phase-VII, Industrial Area, Mohali - 160055 (Punjab) acting through Shri Pankaj Mehta, the authorised signatory (hereinafter called the LICENSEE which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives) of the Second PARTY.

WHEREAS by virtue of the provisions of Section 4 of the Indian Telegraph Act, 1885, the licensor enjoys privilege to grant Licence and the LICENSEE has requested to grant Licence for providing Internet Services in ALL INDIA Service Area. Whereupon and in pursuance to the said request, the LICENSOR has agreed to grant this Licence to provide Internet Services in ALL INDIA service area as per terms and conditions described in Schedule appended hereto.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the payment of entry fee, Licence fee, and due performance of all the terms and conditions mentioned in this Licence agreement on the part of the LICENSEE, the LICENSOR does, hereby grant under Section 4 of the Indian Telegraph Act, 1885 on a non-exclusive basis, this Licence to set up and operate the Internet Services in the licensed service area described in Schedule appended hereto.
2. The Licence hereby granted will remain valid for 15(Fifteen) years from the Effective date unless revoked earlier for any reason whatsoever.
3. The LICENSEE hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in this Licence Agreement and without any deviation or reservations of any kind.

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4. Effective Date of this Licence shall be 15.11.2007


5. Additional Licences in Licensee's service area may also be issued from time to time in future without any restriction of number of operators with same entry conditions or different entry conditions.

6. Unless otherwise stated or appearing from context, all the schedules annexed hereto including the certificates given along with application form and Guide lines for grant of licence for operating Internet Service No.820-1/06-LR dated 24.08.2007 will form part and parcel of this agreement. Provided, however, in case of conflict or variance on an issue relating to this agreement, the terms set out in the main body of this agreement read with all the Schedules annexed hereto shall prevail.

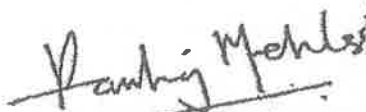
7. The LICENSOR reserves the right to modify at any time the terms and conditions of the licence, if, in the opinion of the LICENSOR, it is necessary or expedient to do so in the interest of the general public or for the proper conduct of telegraphs or on security consideration, provided further that the licensor reserves right to review the terms of this agreement based on the policy of further liberalization whenever articulated in the context of New Telecom Policy.

8. 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorised representatives on the 15th (day) November (month), 2007 (year).


K. HARIDHASAPAVAN
सहायक महा निदेश
असिस्टंट डायरेक्टर
संचार विभाग, भारत सरकार
Signed for and on behalf of
President of India

By
Mr. K. Haridhasapavalan
(Name and Designation),
Assistant Director General (LR-I),
Department of Telecommunications
New Delhi.


For Infotel Broadband Services (P) Ltd.
Signed on 15/11/2007
on Behalf of Authorized Signatory
M/s Infotel Broadband Services
Private Limited

By
Mr. Pankaj Mehta
(Name and Designation),
authorized signatory and holder
of General Power of Attorney
dated 14.11.2007 executed in
accordance with the Resolution
No. Nil, dated 08.06.2007
passed by the Board of
Directors.

In the presence of:
Witnesses:

1. Signature Chandra
Name CHANDRA SEKHARAN
Occupation SERVICE Address DG-12670 Place NEW DELHI
VENASPUR
2. Signature Sonu
Name MR. SONU
Occupation SERVICE Address DOT SANCHAR BHAWAN Place NEW DELHI
NEW DELHI

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