

LICENCE AGREEMENT FOR NATIONAL LONG DISTANCE SERVICE

LICENCE NUMBER -10-40/2006 (BS-I) (NLD- 14)

LICENCE AGREEMENT

This AGREEMENT is made on the 23rd day of November 2006 on behalf of and between the President of India acting through S.T. ABBAS, Director (CS), Department of Telecommunications (DOT), Government of India, Sanchar Bhavan, 20 Ashok Road, New Delhi-110 001 (hereinafter called the LICENSOR) of the FIRST PARTY

AND

M/s Idea Cellular Limited a company registered under the Companies Act 1956, having its registered office at Suman Tower, Plot No. 18, Sector No.11, Gandhinagar - 382011 acting through Shri AJS Jhala, CFO & Company Secretary, the authorized 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 has privilege to grant License and the LICENSEE is desired to have the LICENCE to install, operate and maintain NATIONAL LONG DISTANCE (NLD) SERVICE NETWORK, hereinafter called "NLD Service Network", and to provide NATIONAL LONG DISTANCE SERVICE, hereinafter called 'NLD Service' within territorial boundaries of India.

AND WHEREAS in pursuance to the said desire of the LICENSEE, the LICENSOR has agreed to grant NATIONAL LONG DISTANCE SERVICE LICENCE to the

LICENSEE to install, operate and maintain NATIONAL LONG DISTANCE (NLD) SERVICE on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In consideration of the payment of Entry fee and due performance of all the terms and conditions mentioned in SCHEDULE -I annexed hereto, 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 install, operate and maintain the NLD Service Network and provide NLD Services within the territorial boundaries of the country.
2. Subject to clause (1) herein above, the LICENCE hereby granted will remain valid for 20 (Twenty) years from the Effective Date unless revoked earlier.

SA

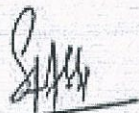


3. The LICENSEE hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this LICENCE Agreement and without any deviation or reservation of any kind.

4. Unless otherwise mentioned or appearing from context, the Guidelines issued in respect of National Long Distance Service including the application form attached therewith, shall form part and parcel of this agreement. Provided that in case of conflict or inconsistency on any issue relating to this LICENCE Agreement, the terms set out in the body of this agreement with schedule annexed thereto shall prevail.

5. Effective Date of the LICENCE shall be the date on which the LICENCE is signed.

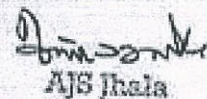
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the 23rd November, 2006.



निदेशक (ग्रो. एन.-III)

Signed, for and on behalf of the President of
India
Deptt. of Telecom., New Delhi
(S.T. Abbas)
Director (CS-III)


For Idea Cellular Limited




AJS Jhala
Chief Financial Officer &
Company Secretary

Signed on behalf of M/s Idea Cellular Ltd
by Shri AJS Jhala, CFO & Company
secretary, the Authorised Signatory,
authorised in accordance with the
Resolution No. NIL dated 02.09.06 passed
by the Resolution of Board of Directors.

IN PRESENCE OF:

1. 
Signature
Name M. S. Shami
Occupation. Chief Secy
Address Sanchar Bhawan, DOT
Place N. Delhi

2. 
Signature
Name RAHUL VATS
Occupation. SERVICE
Address 810, KAILASH BLDG,
Place 26, K.G. MARG,
N. DELHI - 1

