

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.




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.

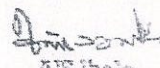
4. Unless otherwise mentioned or appearing from context, the Guidelines issued in respect of National Long Distance Service including the application form attached therewith, shall form part and parcel of this agreement. Provided that in case of conflict or inconsistency on any issue relating to this 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.

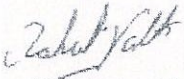

निदेशक (सी. एस. - III)
Signed, for and on behalf of the President of
India
Deptt. of Telecom., New Delhi
(S.T. Abbas)
Director (CS-III)

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

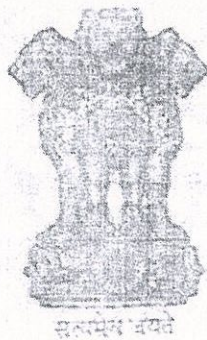
1. 
Signature
Name M. S. Shami
Occupation. Exec. Secy.
Address Sanchar Bhawan, DOT
Place N. Delhi

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



भारतीय गैर न्यायिक भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

3 DEC 2014

S 46



जिल्हा भंडार कार्यालय,
मुंबई

11 DEC 2014

मुद्रांक प्रमुख लिपीक/लिपीक

प्रतिष्ठापना व्यतिरिक्त	
प्रमाणित करणे / प्रमाणित करणे	Power of Attorney
या यादी करणे / यादी करणे	
प्रमाणित करणे / प्रमाणित करणे	
प्रमाणित करणे / प्रमाणित करणे	Idea Cellular Limited,
प्रमाणित करणे / प्रमाणित करणे	Corporate Office, "Vindor",
प्रमाणित करणे / प्रमाणित करणे	5th Floor, Off. CST Road, Vidya Nagar, Kalina, Santacruz (E), Mumbai-400098
प्रमाणित करणे / प्रमाणित करणे	500/-
प्रमाणित करणे / प्रमाणित करणे	30477 3 DEC 2014
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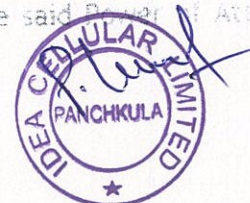
POWER OF ATTORNEY

KNOW ALL MEN BY THIS POWER OF ATTORNEY:

WHEREAS IDEA CELLULAR LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Suman Tower, Plot No. 18, Sector 11, Gandhinagar, Gujarat and Corporate Office at Windsor, 5th Floor, Off CST Road, Vidya Nagar, Kalina, Santacruz (E), Mumbai-400098 (hereinafter called "the Company") have appointed Mr. Himanshu Kapadia Managing Director of the Company with effect from 1st April, 2011 and have entrusted him day to day management of the affairs of the Company.

AND WHEREAS the Board of Directors of the Company have vide resolution dated 7th April, 2011, resolved to execute a General Power of Attorney in favour of Mr. Himanshu Kapadia

AND WHEREAS the Company has executed, signed and sealed the said Power of Attorney on 7th April, 2011 in favour of Mr. Himanshu Kapadia.



AND WHEREAS Mr. Himanshu Kapania is authorized to delegate all or any of the powers, authorities and discretion to any employee of the Company and for this purpose to execute where necessary a Power of Attorney.

AND WHEREAS the Company has appointed Mr. P. Venkatramana as Head - Network Services in its Haryana service area.

AND WHEREAS for the discharge of his duties and responsibilities, it is necessary to delegate to him (Mr. P. Venkatramana) the power to represent the Company for the following purposes in its Haryana service area.

NOW KNOW BY ALL THESE PRESENTS WITNESSETH that I, the said Himanshu Kapania in my capacity as the Managing Director of the Company, do hereby nominate, constitute and appoint Mr. P. Venkatramana, Head - Network Services to do execute and perform all or any of the following acts, deeds, matters and things hereinafter mentioned in the name of and on behalf of the Company for Haryana service area and whose signature appears at the end of this document. He be the true and lawful attorney in fact and at law of the Company:

1. To enter into, sign & seal the rental, lease agreements and/or leave & licence and other agreements with the owners of the immovable property required for the installation and erection of Base Trans-receiver Stations, switch locations and other Network Sites on the rent or license fees, fees & charges for the period agreed and approved as per financial DOA of the company and to admit the execution of such deeds, indentures before the competent authority and to pay required stamp, charges & registration fees and or to appoint officer or company or substituted authority holder to admit the execution of such deeds, documents and indentures before competent authority only, in the Company's name or in the name of the Attorney.
2. To deal with all related pre and post acquisition legal and other matters pertaining to the Network Sites as our lawful attorney in any manner that the situation will demand.
3. To make necessary applications for temporary/permanent power connection, capacity increase or decrease and sign and submit the documents with the State Electricity Boards and furnish necessary information and undertakings as may be required from time to time by the State Electricity Board.
4. To make necessary application, sign and submit the same with the Pollution Control Board for statutory clearances, pertaining to installation, operation and maintenance of Diesel Generators Set.
5. To sign and submit necessary application for various approvals, permissions, sanction, clarification etc. and to file the same with the local municipality/municipal corporation, telephone department, water supply department, post and telegraph department and other local bodies and appear and represent before these authorities on behalf of the Company.
6. To deal with all related matters pertaining to the building permits, N.O.C.'s, permission for change of use and property tax pertaining to these network sites, including application for new permit and renewing existing N.O.C.'s and permits from all Local & Central Authorities and other Authorities as the situation demands.

And to deal with all such things, deeds or acts as may be necessary, incidental or expedient for the accomplishment of the above objectives.

JK



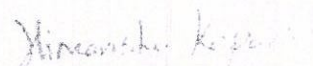
AND the company hereby ratifies and confirms and for itself and its successors and assigns covenant to ratify and confirm all acts done by the said Attorney and whatsoever Mr. P. Venkatramana or his substitute shall lawfully do or cause to be done by virtue of these presents.

This Power of Attorney shall be effective from 11th December, 2014 and shall remain valid till the time Mr. P. Venkatramana is in the employment of the Company or till revocation, whichever is earlier.

The Company hereby agree to ratify and confirm whatsoever the said attorney shall lawfully do or cause to be done by virtue of the Power of Attorney hereby granted to him.

IN WITNESS WHEREOF I have hereunto set the hand on this 11th day of December, 2014.

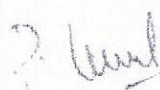
SIGNED AND DELIVERED BY
the within named Mr. Himanshu Kapania


Himanshu Kapania
Managing Director
Idea Cellular Limited

In the presence of Mr. Pankaj Kapdeo


Pankaj Kapdeo
Company Secretary
Idea Cellular Limited

I accept this Power of Attorney &
Specimen Signature of


P. VENKATRAMANA



Idea



NAME P. Venkatramana
Emp No 027291
Dept Network Service
Blood Group B-
Authorized Signatory *P. Venkatramana*

