

Government of India
Ministry of Communications & Information Technology
Department of Telecommunication
WPC Wing, Satellite Group
6th floor, Sanchar Bhawan, 20, Ashoka Road, New Delhi-110 001

File No. R-19014/03/08-SAT

Date: 20.05.2009

To

1. All the commercial VSAT operators
2. VSAT Service Providers Association of India

Subject: **Issuing/ renewing the Wireless Operating License for commercial VSAT operators**


Sir,

It has been decided to issue and renew the Wireless Operating License (WOL) of the commercial VSAT operators with a validity period of five years, which can be extended further for a period of upto five years at a time subject to the remaining validity period of commercial VSAT service license as per the Annexure-I

2. The commercial VSAT operators are requested to apply to the WPC Wing along with the following documents

- (i) Copy of commercial VSAT license issued by the DOT.
- (ii) Copy of Financial Bank Guarantee
- (iii) Existing Wireless Operating License.

Yours faithfully,


(V J Christopher)

Assistant Wireless Advisor
to the Govt. of India

Conditions

The Service Provider/ Licensee is hereby granted Wireless Operating License (WOL) to establish wireless network subject to the following;

1. The validity of this WOL is for a period of 5 years from the date of issue of license which can be extended by further periods of up to 5 years at a time, subject to the remaining validity period of the underlying main service license. The Government reserves its right to curtail the granted spectrum or to rescind the license or to suitably enhance the charges relating to spectrum usage and possession of Wireless Telegraphy Equipment.
2. The service shall be provided to the subscribers only in the area specified and within the technical parameters prescribed in the WOL and its schedules.
3. The Service Provider/ Licensee shall indemnify the Government against all action, claims and demands, which may be brought or made by any person arising out of or connected with this WOL.
4. The Service Provider/ Licensee shall abide by the terms and conditions governing grant of license to its subscribers/ customers.
5. The Service Provider/ Licensee shall not change the technical parameters of the wireless station from those specified in WOL without prior **written** approval of the Central Government.
6. An authorized officer of the Central Government may inspect the wireless station to verify that the said station operates as per technical parameters of WOL.
7. The service provider/ Licensee shall submit **estimated/ex-post** quarterly statements (**for quarter ending on 31st March, 30th June, 30th September, 31st December**) of the Adjusted Gross Revenue (AGR) duly supported by affidavits to Wireless Finance Division (WFD) of Department of Telecommunication (DOT), **as also annual statement at end of financial year, as per instruction issued from time to time.**
8. The Service Provider/ Licensee shall furnish separate Financial Bank Guarantee (FBG) in accordance with the instruction issued from time to time by the Central Government for **securing** the recovery of dues which may occur on account of spectrum charges **including royalty and license fee for possession of wireless telegraphy equipment.**
9. The spectrum charges for the **use of spectrum** shall be paid by the Service Provider/ Licensee in accordance with the instructions issued from time to time by WPC Wing, **DOT based on the Annual Gross Revenue submitted by the Service Provider/ Licensee.**
10. If the payments are not made in accordance with such instructions, the spectrum dues shall be recovered from the Financial Bank Guarantee and the Wireless Operating License shall be deemed to have been terminated on the expiry of the last day **upto** which the Service Provider/ Licensee would have paid the spectrum charges along with penal interest. Further, no notice upon the Service Provider/ Licensee shall be served by the WPC Wing, DOT for termination of the Wireless Operating License for non payment of spectrum charges under this condition. However, the termination does not **preclude** the Service Provider/ Licensee to apply afresh for the Wireless Operating License, **subject to the payment of such charges/fee as may be decided by the WPC Wing.**
11. The above terms and conditions are without prejudice to any other action that **may be taken by the Government** as per the terms and conditions in the **main** license agreement entered into by the service provider/ Licensee with the DOT.

Witness: *Amit Gulati*
 (Amit Gulati)
 Engineer (Satellite)

Christopher
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 (V. J. Christopher)
 Assistant Wireless Adviser (Satellite)

(Authorised signatory)