

**Government of India**  
**Ministry of Communications**  
**Department of Telecommunications**  
**Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001**  
**(Carrier Services Wing)**

No. 311-Misc/2017-CS-I

Dated: 06.10.2021


To

All the PMRTS Licensees (other than UL)

**Subject: Amendment in PMRTS License Agreement for change in interest rate, penalty and interest on penalty on delayed payment of License Fee or any other dues - regarding.**

As per the Condition 4.1 of schedule-II: Terms and Conditions, of License Agreement for Public Mobile Radio Trunking Service, the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, if in the opinion of the LICENSOR it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. The decision of the LICENSOR shall be final and binding in this regard. In pursuance of this condition, the Licensor hereby amends/appends the following in the PMRTS License Agreement:

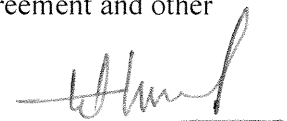
Existing Clause	Amended Clause
<p style="text-align: center;"><b>Schedule-II, PART-III, FINANCIAL CONDITIONS:</b></p> <p><b>19.5:</b> Any delay in payment of License fee or any other dues payable under the LICENSE, beyond the stipulated period will attract interest at a rate which will be 4% above the one-year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1<sup>st</sup> April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.</p>	<p style="text-align: center;"><b>Schedule-II, PART-III, FINANCIAL CONDITIONS:</b></p> <p><b>19.5:</b> Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 2 % above the one-year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1<sup>st</sup> April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded <b>annually</b>. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p>

  
(राहुल यादव)  
(RAHUL YADAV)  
ज्येष्ठ अभियंता  
ए.एस. डायरेक्टर जनरल  
संचार विभाग, 20/अशोक रोड  
एन.डी. 110001, भारत  
भारत सरकार, भारत

Existing Clause	Amended Clause
<p><b>PART- I, CHARTER III, FINANCIAL CONDITIONS</b></p> <p><b>19.8</b> In case, the total amount paid on the self assessment of the LICENSEE as quarterly License Fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable license fee, it shall attract a penalty of 50% of the entire amount of the short payment. This amount of short payment along with the penalty shall be payable within 15 days of the date of signing the Audit Report on the Annual Accounts, failing which interest shall be further charged as per terms of Condition 19.5. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed.</p>	<p><b>PART- I, CHARTER III, FINANCIAL CONDITIONS</b></p> <p><b>Stands deleted.</b></p>

2. This amendment comes into effect from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licensee after the said date.

3. This amendment shall be part and parcel of the PMRTS License Agreement and other Terms & Conditions shall remain unchanged.



**(Rahul Yadav)**  
**ADG (CS-I)**  
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(रहूल यदव)  
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अधीन निदेशक  
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एन.ए. रोड, दिल्ली, भारत  
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**Copy to:**

1. Secretary (TRAI).
2. DGT, DoT (HQ)/CGCA.
3. Advisor (Economics)/ Wireless Advisor/ Sr. DDG (TEC).
4. DDG (CS)/DDG(DS)/DDG(Satellite)/DDG (LFP)/ DDG (LFA)/ DDG (SPPI)/ DDG(SA)/ DDG(WPF)/ DDG(A/C) for kind information please.
5. All Directors of CS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.