## No.: DDG(Spl.Projects)/USOF/DoT/LWE Phase-II/Execution-Part(1) Computer No. 116864

भारत सरकार/Government of India संचार मंत्रालय/Ministry of Communications दूरसंचार विभाग/Department of Telecommunications सार्वभौमिक सेवा दायित्व निधि/Universal Service Obligation Fund संचार भवन , नई दिल्ली/ Sanchar Bhawan, New Delhi

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Dated: 08/07/2024

To,

M/s Reliance Jio Infocomm Ltd.
601, 6<sup>th</sup> Floor Prakash Deep Building
7 Tolstoy Road, Barakhamba
New Delhi 110001

Subject: Amendment of Agreement No.30-164/2018-USOF-LWE-II-Implementation Pt (3) dated 28.09.2021 signed with M/s Reliance Jio Infocom Ltd. (RJIL) to provide Mobile Services at MHA identified tower locations in Left Wing Extremism (LWE) affected areas under LWE Phase-II Project.

Refer: Letter no. DDG(Spl.Projects)/USOF/DoT/LWE Phase-II/Execution-Part(1) dated 15.09.2023

In Pursuance of the clause 4.2.9 [Responsibility of the USP under Scheme], clause 4.6 [Extension of the Agreement], clause 4.7 [Modification in terms and Conditions of the Agreement] and in view of clause 6.5.3 [Roll Out] of the agreement dated 28.09.2021 & amendment letter dated 15.09.2023, the terms and conditions of the captioned Agreement are hereby further amended to the extent as detailed below: -

| Existing Clause (inserted vide amendment letter dated 15.09.2023)  | Amended Clause  |
|--|---|
| Clause-2 (b) of (Section-I)  | Clause-2 (b) of (Section-I)   |
| This Agreement will also remain valid for 6 months (rollout period) +Ten years unless revoked earlier for any reason whatsoever for the additional | This Agreement will also remain valid for 12 months (rollout period) +Ten years unless revoked earlier for any reason whatsoever for the additional |

25 locations in Odisha Bidding Unit. Date of effect of this Amendment shall be the date of issuing of this amendment.

#### Clause 2.2 (ii) (i) (b) of (Section -II)

Commission of services and providing 4G based mobile services consistent with the terms conditions of the License Agreement signed with DoT for the additional 25 locations in Odisha Bidding Unit latest by 6 months from date of issue of this amendment. USP shall also be responsible for continued Operation and Maintenance of the Tower and infrastructure created and provision of 4G based mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of 6 months (rollout period) + Ten years from the date of issue of this amendment.

#### Clause 6.5.2 (b) of (Section-VI)

The USP shall complete the field survey for additional 25 locations in Odisha Bidding Unit within three months from the date of issue of this amendment to finalize location for each site. The USP shall commission and provide 4G based mobile services from all the additional sites within a period of 6 months from the date of issue of this amendment.

25 locations in Odisha Bidding Unit. Date of effect of this Amendment shall be the date of issuing of this amendment.

#### Clause 2.2 (ii) (i) (b) of (Section -II)

Commission of services providing 4G based mobile services consistent with the terms and conditions of the License Agreement signed with DoT for the additional 25 locations in Odisha Bidding Unit latest by 12 months from date of issue of this amendment. USP shall also be responsible for continued Operation and Maintenance of the Tower and infrastructure created and provision of 4G based mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of 12 months (rollout period) + Ten years from the date of issue of this amendment.

#### Clause 6.5.2 (b) of (Section-VI)

The USP shall complete the field survey for additional 25 locations in Odisha Bidding Unit within three months from the date of issue of this amendment to finalize location for each site. The USP shall commission and provide 4G based mobile services from all the additional sites within a period of 12 months from the date of issue of this amendment.

2. Roll out period of the project for additional 25 sites is extended for 6 more months i.e. upto 14.09.2024, subject to the condition that an amount equivalent to Liquidated Damages (LD) will be withheld. The final decision on LD shall

# be communicated separately based on the merits of the case and legal opinion.

3. This is issued with the approval of Administrator, USOF

Director (Mobile-I), USOF Tel No. 011-2331 0110

### Copy to:

- 1. Addl. DG(T), Odisha LSA
- 2. JA(F), USOF
- 3. CCA Odisha
- 4. Deputy Security (LWE-I), MHA