

LICENCE AGREEMENT

FOR

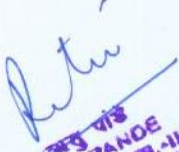
PROVISION OF

INTERNET SERVICES

IN ALL INDIA SERVICE AREA

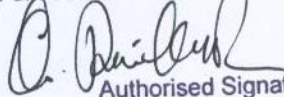
NO. 820-1075/09-LR DATED 01.02.2012

TOTAL PAGES 73 + 5 + 5 (Eighty Three) Only


रितु पण्डे
RITU PANDE
निदेशक (डी.एन.-III)
Director (DN-III)
संचार विभाग, भारत सरकार
Dept. of Telecom, Govt. of India
and Sanchar Bhawan, New Delhi



For PIONEER ELABS LIMITED


Authorised Signatory

(CH. RAVI KUMAR)

LICENCE AGREEMENT

FOR

INTERNET SERVICES

This AGREEMENT is made on the 1st day of February (month) 2012(year) by and between the President of India acting through Mrs. Ritu Pande (name), Director (DS-III), Department Of Telecommunications (DOT), Sanchar Bhavan, 20, Ashoka Road, New Delhi – 110 117 (Hereinafter called the LICENSOR) of the first PARTY.

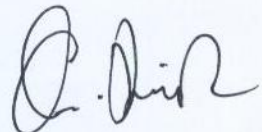
AND

M/s Pioneer eLabs Limited, a company registered under the Companies Act 1956, having its registered office at Pioneer Towers, Ground Floor, Plot No. 16, Software Unit Layout, Madhapur, Hyderabad – 500081 acting through Mr. Ch. Ravi Kumar, the authorised 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 enjoys privilege to grant Licence and the LICENSEE has requested to grant Licence for providing Internet Services in ALL INDIA Service Area. Whereupon and in pursuance to the said request, the LICENSOR has agreed to grant this Licence to provide Internet Services in ALL INDIA service area as per terms and conditions described in Schedule appended hereto.

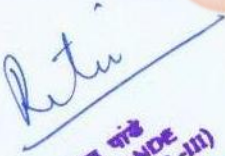
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the payment of entry fee, Licence fee, and due performance of all the terms and conditions mentioned in this Licence agreement 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 set up and operate the Internet Services in the licensed service area described in Schedule appended hereto.
2. The Licence hereby granted will remain valid for 15(Fifteen) years from the Effective date unless revoked earlier for any reason whatsoever.
3. The LICENSEE hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in this Licence Agreement and without any deviation or reservations of any kind.



4. Effective Date of this Licence shall be 01.02.2012 ,
5. Additional Licences in Licensee's service area may also be issued from time to time in future without any restriction of number of operators with same entry conditions or different entry conditions.
6. Unless otherwise stated or appearing from context, all the schedules annexed hereto including the certificates given along with application form and Guide lines for grant of licence for operating Internet Service No.820-1/06-LR dated 24.08.2007 will form part and parcel of this agreement. Provided, however, in case of conflict or variance on an issue relating to this agreement, the terms set out in the main body of this agreement read with all the Schedules annexed hereto shall prevail.
7. The LICENSOR reserves the right to modify at any time the terms and conditions of the licence , if, in the opinion of the LICENSOR, it is necessary or expedient to do so in the interest of the general public or for the proper conduct of telegraphs or on security consideration, provided further that the licensor reserves right to review the terms of this agreement based on the policy of further liberalization whenever articulated in the context of New Telecom Policy.
8. The Licence shall be governed by the provision of Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1933 and Telecom Regulatory Authority of India Act, 1997 as modified or replaced from time to time.

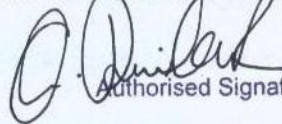
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorised representatives on the 1st day of February (month) 2012(year).



Signed for and on behalf of
President of India

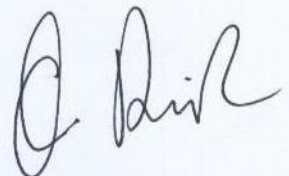
By
Mrs. Ritu Pande
(Name and Designation),
Director (DS-III),
Department of Telecommunications
New Delhi.

For **PIONEER ELABS LIMITED**


Authorized Signatory

Signed on 01.02.2012
on Behalf of
M/s Pioneer eLabs Limited
By

Mr. Ch. Ravi Kumar
(Name and Designation),
authorized signatory and holder
of General Power of Attorney
dated 30.01.12 executed in
accordance with the Resolution
No. Nil, dated 13.02.09 passed
by the Board of Directors.



In the presence of:
Witnesses:

1. Signature Akhil 11/2/12

Name AKHILESH VERMA

Occupation. SERVICE

Address 909, Prakashdeep Building, 7. Polstay Marg
New Delhi - 110001

Place - New Delhi

2. Signature Sham 11/2/12

Name SANDAY KUMAR

Occupation. Service

Address ADE (LR-I) DOT New Delhi

Place - New Delhi

Sham

A. Verma