

EXHIBIT A
to
Letter Agreement, dated as of March 9, 2005
(the "Letter Agreement"), by and between
Sify Limited
and Citibank, N.A.

FORM OF ISSUANCE CERTIFICATION

[DATE], 2005

Sify Limited
Tidel Park, 2nd Floor
No. 4, Canal Bank Road
Taramani, Chennai 600 113 India
Attn.: V Ramasubramanian
Facsimile: +91 44 2254 0771

Citibank, N.A., as Depositary
ADR Department
111 Wall Street, 15th Floor
New York, New York 10043
Attn.: Broker Services
Facsimile: 212.825.2029

Citibank, N.A. – Mumbai, as Custodian
Global Transaction Services
Ramnord House
77 Dr. Annie Besant Rd POB16586
Worli, Mumbai India 400 018
Attn.: Amit Puri, Account Manager
Facsimile: +91 22 2497 8067

Re: Sify Limited ADSs

Ladies and Gentlemen:

Reference is hereby made to (i) the Deposit Agreement, dated as of October 18, 1999, as amended by Amendment No. 1 to Deposit Agreement, dated as of January 6, 2000, as further amended by Amendment No. 2 to Deposit Agreement, dated as of September 24, 2002 (the Deposit Agreement, as so amended by Amendment No. 1 to Deposit Agreement and

Amendment No. 2 to Deposit Agreement, respectively, the “Deposit Agreement”), by and among Sify Limited (formerly known as “Satyam Infoway Limited”) (the “Company”), Citibank, N.A., as Depositary (the “Depositary”), and all Holders and Beneficial Owners of American Depositary Shares (the “ADSs”) evidenced by American Depositary Receipts (the “ADRs”) issued thereunder, and (ii) the Letter Agreement, dated as of March 9, 2005 (the “Letter Agreement”), by and between the Company and the Depositary. Capitalized terms used but not defined herein shall have the meanings given to them in the Letter Agreement or the Deposit Agreement, as applicable.

This Issuance Certificate is being furnished in connection with our sale of Sale ADSs to the Purchaser identified below.

- A. The undersigned Selling Stockholder hereby certifies that:**
- 1. the sale of Sale ADSs by me to the Purchaser(s) is registered under, and the terms permitting such sale of Sale ADSs are contemplated and described in, the Registration Statement on Form F-3, filed with the Commission on December 7, 2004, as amended from time to time (Registration No.: 333-121047) (the “Registration Statement”);**
 - 2. the Purchaser of the Sale ADSs was not, at the time of the purchase of such Sale ADSs, and will not be, at the time of the delivery of such Sale ADSs to the Purchaser, an Affiliate of the Company or a person acting on behalf of such an Affiliate;**
 - 3. I am a “Selling Stockholder” as provided for, and my contact information and beneficial ownership information are properly identified, in the Registration Statement, and I am engaging in the sale upon the terms, and in compliance with all conditions, described in the Registration Statement;**
 - 4. to my knowledge no stop order suspending the effectiveness of the F-3 Registration Statement or any part thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated by the Commission under the Securities Act (or with respect to any reports incorporated therein by reference, under the Exchange Act);**
 - 5. I have made delivery, or will concurrently with the sale make delivery, to the Purchaser(s) of a prospectus in accordance with, and in full compliance with, the applicable requirements under the Securities Act (and the regulations thereunder);**
 - 6. I have not been advised by the Company that the sale by me of my Sale ADSs to the Purchaser(s) is restricted by the Company on account of any “black-out” periods as a result of U.S. or Indian regulation or course of practice; and**
 - 7. (a) the Sale Shares currently held by me, and to be deposited by me for the purpose of the issuance of the Sale ADSs to the Purchaser(s) are validly issued, fully paid and non-assessable, and free of any preemptive rights, (b) the Sale Shares being deposited by me for the issuance of the Sale ADSs**

to the Purchaser(s) rank *pari passu*, in all respects, including, without limitation, as to trading, settlement, distributions, liquidation and preemptive rights, to the issued and outstanding Shares, and (c) I am the legal and beneficial owner of the Sale Shares and such Sale Shares are free and clear of any lien, security interest, option or other charge or encumbrance.

B. The undersigned Selling Stockholder hereby requests that the Depository:
(i) authorize and instruct the Custodian on the Depository's behalf to accept the deposit of

[NUMBER OF SHARES]

Sale Shares, and

(ii) following confirmation of receipt by the Custodian of the deposit of Sale Shares provided for in (i) above, issue

[NUMBER OF ADSs]

Sale ADSs in the name of the Purchaser and deliver the Sale ADSs to the Purchaser at the following address:

1. If Sale ADSs are to be issued and delivered by means of book-entry transfer:

Name of DTC Participant:	
DTC Participant Account No.:	
Account No. for Purchaser at DTC Participant (f/b/o information):	
Onward Delivery instructions to Purchaser:	
Contact person at DTC Participant:	
Daytime Telephone Number of contact person at DTC Participant:	

2. If Sale ADSs are to be issued delivered in the form of a Sale ADR:

Name:	
Street Address:	
City, State, and Country:	
Nationality:	

By: _____

Name:

Title:

Date: