



# AGREEMENT FORM FOR CELLULAR MOBILE CONNECTION

(Use ballpoint pen only; Write in Block Letter; Tick the appropriate box)



Affix your passport size recent photo

Serial No. \_\_\_\_\_

Type of application: Individual:  Company:  CUG:  Others(specify): \_\_\_\_\_  
Subscription Category: Service:  MTNL Employee:  Govt. Employee:  General:  Indian/Foreigner:

### Subscriber / User Details (to be filled by the applicant)

Mr.  Mrs.  Ms.  Dr. Other(specify) \_\_\_\_\_ Marital Status: \_\_\_\_\_ Gender  M  F

Subscriber's Name: \_\_\_\_\_

Father's/ Husband's Name: \_\_\_\_\_

Date of Birth : \_\_\_/\_\_\_/\_\_\_ Nationality : \_\_\_\_\_ Profession : \_\_\_\_\_  
(dd/mm/yyyy)

Residence Address: \_\_\_\_\_

City: \_\_\_\_\_ Pin Code: \_\_\_\_\_

Residence Landline No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Any Existing Mobile No. : \_\_\_\_\_

Residence Details: Self owned  Rented  Company provided  Years of stay at present address: \_\_\_\_\_

### Business / Office Details to be filled as applicable

Company Name (if applicable): \_\_\_\_\_

Office/ Business address: \_\_\_\_\_

City: \_\_\_\_\_ Pin Code: \_\_\_\_\_

Office Landline No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Company Type:  MNC  Public Ltd.  Pvt. Ltd.  Govt. Other specify \_\_\_\_\_

Bill to be sent to:  Residence  Office / Business address

### Identification Details (to be submitted by all applicants)

Proof of Billing address: Passport/MTNL Bill/DVB Bill (attach any one)

(for individuals) (attested proof to be attached)

Proof of Identity : Passport/Driving Licence / Voter ID/PAN Card/ Photo ID(attach any one)

Proof of Company : Certificate of Incorporation and Memorandum & Article of Association duly attested by Company Secretary /Director/MD with stamp, along with covering letter, Authorization letter on company letterhead with attested copy of power of attorney and any proof of identity of authorized signatory.

Proof of Govt./Foreign: Authorization letter on letter head with name designation & Signature of authorized signatory & details to Mission contact in case of need

DD/Pay Order : In favour of "MTNL Delhi, Dolphin"

### Tariff/Service Details (to be filled by applicant for various facilities)

Tariff Plan: \_\_\_\_\_

Local only  Local & NSD  Local, NSD & ISD  Detailed Bill  Night Talk Other (specify) \_\_\_\_\_

Roaming:  National  International

Friend & Family  1<sup>st</sup> No. \_\_\_\_\_ 2<sup>nd</sup> No. \_\_\_\_\_

3<sup>rd</sup> No. \_\_\_\_\_

GPRS:  Tariff plan for GPRS:  Option - I  Option - II  Option - III (Zero Rental)

Registration required in National Do Not Registry (free of cost) : Yes/No

### Payment & others details

Payment Details (pay through Cash/DD/Pay order only)

Security Deposit: Rs. ....

Activation charges Rs. ....

Addl. Deposit, if any Rs. ....

Total Amount Rs. ....

DD/Pay Order No. \_\_\_\_\_ Dated: \_\_\_\_\_

Bank & Branch details: \_\_\_\_\_

For MTNL Use:

SIM No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

IMEI No. \_\_\_\_\_

Date: \_\_\_\_\_

### Customer Declaration/Undertaking

I declare and undertake that the above information is wholly true. I have read and understood the terms and conditions overleaf. I hereby agree to abide by them. I have gone through the details of prevalent tariff plans which I understand, may change from time to time. I also agree that my cellular connection is subject to variations, evaluation and acceptance by MTNL.

Date..... Subscriber's Signature

Signature & Stamp of I/C Sanchar Haat / Franchise  
Franchise Code \_\_\_\_\_

Regd. & Corporate Office: MTNL, Jeevan Bharti Building, Tower-1, 12<sup>th</sup> floor, 124 Connaught Circus, New Delhi - 1100 01

Website: [www.mtnl.net.in](http://www.mtnl.net.in) , <http://delhi.mtnl.net.in>

## MTNL

### INFORMATION FOR FILLING THE FORM

The subscription form should be duly filled and the following should be submitted alongwith the form :

#### A. For Individuals:

1. Recent Passport size photograph of applicant affixed at the place provided on the form.
2. Identity proof as mentioned on the form.
3. Address proof as mentioned on the form.

#### B. For Company:

1. Recent passport size photograph of the Director/Authorised signatory who signs on the form.
2. Proof of company as mentioned in the form.
3. Address proof of the company.

#### C. For Foreign Mission:

1. Recent Passport size photograph of applicant affixed at the place provided on the form.
2. Proof of Foreign Mission as mentioned on the form.

## TERMS AND CONDITIONS

### INTRODUCTION TO THE AGREEMENT

An agreement is formed between the subscriber named overleaf (hereinafter referred to as the "Subscriber") and Mahanagar Telephone Nigam Limited (hereinafter referred to as "MTNL") a company registered under the Companies Act 1956, having its registered office at 12<sup>th</sup> Floor, Jeevan Bharti Building, Tower-1, 124 Connaught Place, New Delhi-110001 when the form overleaf or some other form or order (e.g. mail order, Fax etc) has been signed/sent by or on behalf of the Subscriber and MTNL has accepted the same, when used on these conditions.

"Subscriber Equipment"	Means Subscriber's GSM mobile telephone equipment described in the Agreement.
"Network"	Means the MTNL GSM Network.
"Service"	Means the service which enable the Subscriber when using Subscriber Equipment to have two way communication over the network and other additional related services if specifically entered into with the Subscriber.
"Tariff"	Means and includes the agreed Tariff schedule and all rate related conditions such as deposits, installation fee, rental, usage charges and any other related fees and service charges under the Tariff schedule as noticed and published by MTNL from time to time.
"SIM"	Means a Subscriber identification Module being a card of microchip programmed with data which is used to gain access to the network.

### 1. PERIOD OF AGREEMENT

1.1 The Agreement period shall run in concurrence with Licence Agreement between the Department of Telecommunications, Ministry of Communications, Government of India and MTNL for the operation of Cellular Mobile Telephone Service in Delhi and Mumbai and the licensed geographical areas subject to other terms of this agreement.

### 2. COMMENCEMENT

2.1 Agreement commences upon MTNL activating the SIM card and continues subject to other terms, as per plan(s) /Scheme(s) / Services(s) chosen by subscriber and operate concurrently with MTNL licence to provide services. Any moneys paid by the subscriber shall not create any right in favour of subscriber until activation. In addition, MTNL reserves the right to seek / verify financial and other information from subscriber's Banker / Credit providers and such other sources and reserves the right to reject subscription even after activation for any reason without liability.

2.2 Subscriber represents that he has been fully informed about the Cellular Mobile Telephone Service provided by MTNL, its specifications, requirements, limitations, etc. and has only thereupon signed this agreement.

2.3 MTNL hereby makes it explicit that it does not guarantee for the hundred percent network coverage of the entire service area.

In view of the aforesaid & otherwise, the customer shall always be responsible to check & verify in detail the network coverage of MTNL GSM network at the time of soliciting the subscription as well as at the time of going out of the home network to ascertain the availability of the service in the area where he/she is intended to use the said services.

2.4 MTNL shall be at liberty to provide the services under any brand name including 'DOLPHIN'.

2.5 The customer hereby understand & accepts that any change in tariff or related terms & conditions, schemes etc. communicated inter-alia through SMS or USSD etc. shall be valid and proper intimation.

### 3. SERVICES

3.1 The subscriber shall be provided a SIM card along-with PIN (Subscriber's Security Code), and a personalized Telephone Number (which can be changed by MTNL at any time) to enable the subscriber to use MTNL services upon acceptance, within MTNL System operating range in the local area covered by NCT of Delhi and the licensed geographical areas.

3.2 The SIM card and personalized Telephone Number is and shall always be the sole property of MTNL and shall be returned by the subscriber(s) upon termination/determination, hereof, and/or temporary suspension of services.

3.3 For change/ addition/deletion of any features/ supplementary services/ scheme/ plan, subscriber shall fill up the requisite form and be bound by the additional terms thereof. Any change or withdrawal from any supplementary services etc. shall not entitle the subscriber to any refunds or adjustments of the moneys already paid, billed or to be billed under the additional terms.

3.4 Subscriber cannot use the service for any unlawful or illegal purposes or for sending obscene, indecent, threatening, harassing, unsolicited messages, or messages affecting/infringing national interest nor create any damage or risk to MTNL or its network and/or other subscribers. MTNL reserves the right to disconnect services at its sole discretion on any such event.

3.5 Service quality, functionality availability and/or reliability may be affected and / or MTNL is entitled to, without any liability, refuse, limit suspend, vary, disconnect and/or interrupt the service, in whole or in part at any time, at its sole discretion, with respect to one/all subscriber(s) without any notice for any reason and/or due to various factors including but not limited to Government's /TRAI's rules, Regulation, orders, Directions, Notification etc. including changes there to.

3.6 Privacy of communication is not guaranteed and is subject to Government's Regulation and such other factors. MTNL is entitled to change, vary, add, withdraw any services/ supplementary Services/ Schemes/ Plans etc. and /or to vary the terms and charges at any time, at its sole discretion. The rates/ charges may also change as per the directives of TRAI from time to time.

#### **4. BILLING AND PAYMENT**

4.1 The billing cycle shall run on monthly basis or such other frequency as may be decided by MTNL from time to time and the periodic bills be issued accordingly. The subscriber is responsible to pay his bills by the prescribed date. It is incumbent on the subscriber to enquire for his/her balance and settle the same even in case of non-receipt of the monthly bill for any reason whatsoever.

4.2 Bills will be sent to the billing address of the Subscriber as furnished by him/ her. For any change of address the Billing department should receive notification in writing to change the address along with such proof to accept the change.

4.3 Supplementary service charge is one time charge, in case the Subscriber desires to subscribe to one/more/all of the optional services, which include value added/ supplementary services, at such tariff rates as may be applicable from time to time.

4.4 The Subscriber agrees to pay to MTNL the subscription charges, call charges, opted value added service charges, MTNL charges for calls made from mobile to fixed network, monthly rental, STD/ISD Charges, Service Tax, Licence Fee and other payable charges for the services as published and notified by MTNL as per tariff applicable from time to time.

4.5 All charges and other sums to be paid by the Subscriber are due for payment by prescribed due date. All charges must be paid in full without any deduction, set off withholding. All payments must be made in favour of MTNL.

4.6 The present rate at deposits, connection charges, monthly rental charges, call charges and other payable charges are set out in the "Tariff Schedule" as notified by MTNL. MTNL shall have the option to vary the tariff, charges for value added services, supplementary services and any other conditions of service, retrospectively or from future date and the same shall be binding on the subscriber.

4.7 If the Subscriber Equipment or a SIM is lost or stolen he Subscriber should inform MTNL immediately. This notification will authorize MTNL to suspend all or any part of the services and/or disconnect the Subscriber Equipment from the Network. However, the Subscriber remains liable for charges for all the calls made before such notification and suspension of services made by MTNL.

4.8 The Subscriber must pay call charges in respect of all calls made/ received during the Agreement Period from/ to his/ her mobile number and/or SIM – whether or not authorized by the Subscriber and whether or not they exceed any credit limit, if any, agreed between MTNL and the Subscriber. This equally applies to all other tariff payments.

4.9 The Subscriber agrees to make interim payments as & when required by MTNL based on internal credit rating of MTNL.

4.10 The loss of or inability to use the Subscriber Equipment or a SIM does not bring the Agreement Period or the Subscriber's Liability to pay charges to an end.

4.11 Where a security deposit has been paid, MTNL have been duly paid, the balance (if any) of the deposit or fee will be repaid to the Subscriber on fulfillment of such conditions as may be intimated by MTNL. No interest will be paid on the deposit. MTNL reserves the right to adjust the security deposit of the MTNL connection of one member of a family against the bill of the other MTNL connection(s) owning family member(s).

4.12 The call pulse rate shall be governed by the rules and regulations as by the Regulatory Authorities from time to time and/ or specifically specified by MTNL.

4.13 Itemized monthly bills are available on request and are chargeable in nature at such rate as may be decided by MTNL from time to time.

#### **5. PENAL CHARGES FOR DELAYED PAYMENT**

5.1 The payment against monthly bills beyond the stipulated date shall entitle an interest charges @ 2% p.m. or such other rate/ fixed amount as may be decided by MTNL from time to time, over the payment from the date it became due. This however is without prejudice to the right of MTNL to suspend the services partially or fully due to non-payment.

#### **6. SUSPENSION AND DISCONNECTION**

6.1 MTNL may at any time suspend the Services wholly or partially and/ or disconnect any Subscriber Equipment from the Network for any reason which is found to be reasonable by MTNL including any of the following circumstance.

6.2 Due to any discrepancy noted in the material particulars provided in Subscriber Agreement Form including address confirmation.

6.3 The non-payment of bills beyond the due date, the company reserves the right to totally or partially disconnect the Subscriber with or without notifying in case of non-payment of the due bill by the due date or in case the cheque is dishonored. Although no notice is mandatory. Call warning or an SMS message notified to the Subscriber on his mobile number or any other verbal or written communication shall be construed as due notice in this regard.

6.4 During Technical failure, modification or repair or testing of the Network.

6.5 MTNL reserves the right to totally or partially disconnect the Subscriber connection or to put him on Local calling facility with or without notifying him in the case of his exceeding the prescribed credit limit. MTNL does not however, guarantee to effect such suspension/ disconnection immediately upon the subscriber reaching the credit limit. The MTNL has the right to predetermine and prefix the credit limit to usage of Air Time Services and other Value Added Services. In the event of the Subscriber having exceeded his predetermined limit he will be responsible to pay for all the calls made and services obtained even beyond the stated limit.

6.6 When this Agreement is determined owing to any reason in consonance with the terms of this Agreement.

6.7 Any other reason which is found to be reasonable by MTNL warranting suspension/ disconnection.

#### **7. LIABILITY**

7.1 MTNL will not be liable to the Subscriber for any loss of business, profit, revenue or goodwill, anticipated savings, use or contracts or for any indirect or consequential loss however it arises.

7.2 MTNL shall not be liable for any delayed activations.

7.3 MTNL will not be liable for any dealings of the Subscriber with any party which is not authorized by MTNL to deal on its behalf.

7.4 No warranties, representations, guarantee or undertakings are given by MTNL which are not specifically mentioned herein.

7.5 MTNL will not be under any liability for the Agreement or for any other failure to carry out its duties and obligations outside the MTNL's control such as atmospheric conditions, physical features (e.g. bridges and buildings) and the proximity of the stations, Acts of God etc. and any other force majeure conditions due to which the services are affected.

7.6 Dolphin will not be liable for factors outside the MTNL's control such as atmospheric conditions, physical feature (e.g. bridges and buildings) and the proximity of base stations, Acts of God etc. and any other force majeure conditions due to which the services are affected.

7.7 MTNL is not responsible for the acts of Franchisees/ Business Associates/ Distributors/ Channel Partners/ Dealers/Retailers with regard to schemes which are not authorized by MTNL or which are purported to have been offered on behalf of MTNL without the letter's sanction.

7.8 A SIM is provided for the Subscriber's use in order to gain access to GSM network. It is the Subscriber's responsibility to keep these secure as MTNL is not liable for any loss or liability incurred by the Subscriber resulting from the unauthorized use. In case of loss of SIM card by the Subscriber the same should be reported to MTNL at the earliest. The issuance of new SIM card shall entail charges as set out in the Tariff schedule from time to time.

7.9 The SIM Card remains the constructive property of MTNL in the hand of the subscriber. The same shall be returnable to MTNL on Severance/ Suspension of subscriber relationship for any reason whatsoever as per terms & conditions MTNL is not responsible for any manufacturing defect in SIM card after an expiry of 6 months from the date of purchase. Beyond this period, subscriber will have to obtain a new SIM card after paying the requisite charges.

## **8. SALE OR TRANSFER**

8.1 MTNL connection/ SIM card shall be non-transferable in nature and any private transfers effected by the subscriber shall not absolve the Subscriber of his primary duty towards MTNL for usage charges levied pertaining to such particular connections/ SIM card.

8.2 Just because MTNL accepts payment from a person other than the Subscriber this does not mean that MTNL has accepted that any of the rights or obligations of the Subscriber have been transferred or modified.

## **9. DISPUTE RESOLUTION**

9.1 In case of any dispute, the matter will be referred to the sole arbitration of concerned Chief General Manager or his nominee and will be governed by the provisions of Arbitration & conciliation Act, 1996.

## **10. ENDING THE AGREEMENT**

10.1 The Subscriber may end the Agreement period by giving MTNL not less than 30 days notice to end it but such a notice cannot bring the Agreement Period to an end unless and until all the charges pertaining to the particulars of SIM card, and all the services obtained as per tariff have been duly discharged. It shall be obligatory for the Subscriber to make full payments of his dues before any termination is effective from the Subscriber's side.

10.2 MTNL may terminate the Agreement Period at any time without giving notice and without assigning any reason if there is breach of any terms of this agreement. In all other cases the agreement may be terminated by MTNL at its discretion by giving reasonable notice to Subscriber in such form as may be decided by MTNL.

## **11. OTHER MATTERS**

11.1 Any notice required to be given by the Subscriber to MTNL shall be given in writing to the Chief General Manager (Wireless Services) at the designated address.

11.2 Where two or more persons constitute the Subscriber, their liability is joint and several.

11.3 This agreement is amenable to the jurisdiction of Delhi Courts only.

11.4 The scope of the cellular services is governed by the Statutory Guidelines issued by the Telecom Regulatory Authorities & Govt. of India within the parameters of Licence Agreement executed with Ministry of Communications, Govt. of India. The cellular phone services are governed by the Telegraph Act, 1885 as amended from time to time.

## **12. IMPORTANT**

12.1 Peak, standard and off-peak hours may differ from one operator to another.

12.2 Additional administrative charges will be levied on your roaming usage in the visited networks.

12.3 Monthly statement of charges would reflect only consolidated call charges for roaming calls and no bifurcation of airtime and landline charges would be available.

12.4 While roaming, all incoming calls will be charged at STD/ ISD rates as applicable plus the incoming airtime at the location being visited.

12.5 A service tax as applicable shall be levied on all charges payable by the subscriber.