



# AGREEMENT FORM FOR CELLULAR MOBILE CONNECTION



**MTNL MUMBAI**  
**Subscriber Copy**

Serial \_\_\_\_\_

Please use ballpoint pen and ensure that the Carbon Copy is clear and readable. Write in BLOCK CAPITALS only. Tick the appropriate box.

Type of Application  Individual  Company  Other (specify) \_\_\_\_\_

### PLEASE TELL US ABOUT YOURSELF

Title  Mr  Mrs  Ms  Dr  M/s  Other (Specify) \_\_\_\_\_ Sex  M  F

Name \_\_\_\_\_

Father's/Husband's Name  
(in case of Individual) \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Marital Status  Single  Married Profession \_\_\_\_\_ Nationality \_\_\_\_\_

Photograph  
(self signed)

Residence Address \_\_\_\_\_  
City \_\_\_\_\_ Pin \_\_\_\_\_

Office/Business Address \_\_\_\_\_  
City \_\_\_\_\_ Pin \_\_\_\_\_

Telephone No.(s) \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_

Bill to be sent to  Residence Address  Office/Business Address Any Existing Mobile No. \_\_\_\_\_

### TARIFF/SERVICE (Refer to Tariff Plan)

#### SERVICES REQUESTED

Local Only  Local & NSD  Local, NSD & ISD  CLIP  a b Voice Mail Service  Short Message Service  Auto Roaming

Itemised Bill  Call Conference Other Service (specify) \_\_\_\_\_ Tariff Plan Chosen (code) \_\_\_\_\_

### PAYMENT PARTICULARS

Security Deposit (Refundable) Rs. \_\_\_\_\_ Activation Charge (Incl. Service Tax) Rs. \_\_\_\_\_

Total Amount Rs. \_\_\_\_\_ Mode of payment (Pay Order/DD) \_\_\_\_\_

Pay Order/DD No. \_\_\_\_\_ Dated \_\_\_\_ DD \_\_\_\_ MM \_\_\_\_ YY  
Bank & Branch \_\_\_\_\_

### STATUTORY REQUIREMENT

PAN No. or  GIR No. or  Form 60  
PAN/GIR No. \_\_\_\_\_  
Note : In case of PAN No. attach copy of PAN Card.  
Form 60 to be filled separately

### APPLICANT DETAILS

Credit Card details : Name of the Issuing Bank \_\_\_\_\_

Card No. \_\_\_\_\_ Type of Card \_\_\_\_\_ Expiry Date \_\_\_\_\_

Bank details of the Applicant : Name of the Bank \_\_\_\_\_ Branch \_\_\_\_\_ A/c No. \_\_\_\_\_

The Vehicle Registration Details: Vehicle No. \_\_\_\_\_ Registration No. \_\_\_\_\_ Issuing Office \_\_\_\_\_  
(in case applicant is owning a vehicle)

### DECLARATION

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

Date \_\_\_\_\_ Subscriber's Signature \_\_\_\_\_

\* Name of the Authorised Signatory \_\_\_\_\_

\* Designation \_\_\_\_\_ \*Seal of the Company : \_\_\_\_\_

\*For corporates

### INSTRUCTIONS

- Please furnish proof of identity and address by furnishing any of these : (i) Income-Tax PAN (ii) Ration Card (iii) Photo Identity Card (iv) Passport (v) Election Card (vi) Driving Licence (vii) Latest Paid MTNL or BEST/BSES Bill (viii) Any other relevant document containing photograph
- Public Limited Cos. may enclose certificate of incorporation along with any proof of identity as above of the authorised officer of the Company.
- In case of Govt. of India Undertaking, Govt. of India Offices/State Govt. Offices, the aforesaid requirements are dispensed with and self-certification on the letter head will suffice along with the name and designation of the coordinating officer to be consulted in case of need.
- In case of Foreign Missions in India and other foreign agencies, the name and designation of the authorised officer alongwith details of officials etc. for whom the Cellular Mobile Phone is intended.
- In case of outstation subscribers, details of local reference(s) to be given.

### FOR MTNL USE ONLY

REGN. No. \_\_\_\_\_

CUSTOMER ID NO \_\_\_\_\_

MOBILE No. | 9 | 8 | 6 | 9 | 0 | \_\_\_\_\_

IMSI No. \_\_\_\_\_

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

\_\_\_\_\_

### Received SIM Card

Subscriber's Signature \_\_\_\_\_

Dated \_\_\_\_\_

**Regd. & Corporate Office : Mahanagar Telephone Nigam Limited, Jeevan Bharati Bldg., Tower-1, 12th Floor, 124, Connaught Circus, New Delhi - 110001.**  
You can download the Form from website : <http://mumbai.mtnl.net.in>



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**MTNL MUMBAI**  
*dolphin Copy*

## Serial

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Title  Mr  Mrs  Ms  Dr  M/s  Other (Specify) \_\_\_\_\_ Sex  M  F

Name \_\_\_\_\_

Father's/Husband's Name  
(in case of Individual) \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Marital Status  Single  Married Profession \_\_\_\_\_ Nationality \_\_\_\_\_

Photograph  
(self signed)

Residence Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ Pin \_\_\_\_\_

Office/Business Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ Pin \_\_\_\_\_

Telephone No.(s) \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail ID \_\_\_\_\_

Bill to be sent to  Residence Address  Office/Business Address

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

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a b Voice Mail Service

Short Message Service

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PAN No. or  GIR No. or  Form 60

PAN/GIR No. \_\_\_\_\_

Note : In case of PAN No. attach copy of PAN Card. Form 60 to be filled separately

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The Vehicle Registration Details: Vehicle No. \_\_\_\_\_ Registration No. \_\_\_\_\_ Issuing Office \_\_\_\_\_

(in case applicant is owning a vehicle)

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Date \_\_\_\_\_

Subscriber's Signature \_\_\_\_\_

\* Name of the Authorised Signatory \_\_\_\_\_

\* Designation \_\_\_\_\_ \*Seal of the Company :

\*For corporates

### INSTRUCTIONS

(a) Please furnish proof of identity and address by furnishing any of these : (i) Income-Tax PAN (ii) Ration Card (iii) Photo Identity Card (iv) Passport (v) Election Card (vi) Driving Licence (vii) Latest Paid MTNL or BEST/BSES Bill (viii) Any other relevant document containing photograph

(b) Public Limited Cos. may enclose certificate of incorporation along with any proof of identity as above of the authorised officer of the Company.

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(d) In case of Foreign Missions in India and other foreign agencies, the name and designation of the authorised officer alongwith details of officials etc. for whom the Cellular Mobile Phone is intended.

(e) In case of outstation subscribers, details of local reference(s) to be given.

### FOR MTNL USE ONLY

REGN. No. \_\_\_\_\_

CUSTOMER ID NO \_\_\_\_\_

MOBILE No. 9 | 8 | 6 | 9 | 0 | \_\_\_\_\_

IMSI No. \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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# MTNL TERMS AND CONDITIONS

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## 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 12th Floor, Jeevan Bharati Building, Tower-I, 124, Connaught Place, New Delhi-11000, 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 in these conditions.

Subscriber Equipment	Means subscriber's GSM mobile telephone equipment described in the Agreement.
Network	Means the MTNL GSM Network
Services	Means the services 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 fees, rental, usage charges and any other related fees and service charges under the Tariff schedule as notified and published by MTNL from time to time.
SIM	Means a Subscriber Identification Module being a card or 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 Bankers/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 Services provided by MTNL, its specifications, requirements, limitations, etc. and has only thereupon signed this agreement.

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

## 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 served by Mumbai, Navi Mumbai, Kalyan Telephone exchanges 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 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 service 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 thereto.

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 alongwith 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 of 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 services, 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 the Subscriber should inform MTNL immediately. This notification will authorise 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 authorised 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 is entitled to retain it and apply it as it decides in full or partial satisfaction of any sums due from the Subscriber to MTNL. At the end of the Agreement period, provided all sums payable to MTNL have been duly paid, the balance (if any) of the depositor 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 specified 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 entail 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 rights 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 circumstances.

6.2 Due to any discrepancy noted in the material particulars provided in the 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 dishonoured. 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 authorised 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 features (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 authorised by MTNL or which are purported to have been offered on behalf of MTNL without the latter's sanction.

7.8 A SIM is provided for the Subscriber's using 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 unauthorised 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 General Manager (GSM) 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 Mumbai 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.

**FORM NO. 60**  
(See third proviso to rule 114B)

*Form of Declaration to be filled by a person who does not have either a Permanent Account Number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B.*

1. Full Name and address of the declarant

.....  
.....  
.....  
.....

2. Particulars of transaction

3. Amount of transaction

4. Are you assessed of tax ? Yes/No

5. If Yes,

(i) Details of Ward/Circle/Range where the last return of income was filed?

(ii) Reasons for not having Permanent Account Number/General Index Register Number?

6. Details of the documents being produced in support of address in column (1)

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**Verification**

I, .....do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the ..... day of ..... (Month), 2001.

Date : .....

Place : .....

.....  
Signature of the declarant

**INSTRUCTIONS :-** Documents which can be produced in support of the address are : -

- (a) Ration Card
- (b) Passport
- (c) Driving License
- (d) Identity Card issued by any Institution
- (e) Copy of the electricity bill or telephone bill showing the residential address
- (f) Any document or communication issued by any authority of Central Government,
- (g) State government or local bodies showing residential address
- (h) Any other documentary evidence in support of the address given in the declaration.