

## CUSTOMER DECLARATION / UNDERTAKING:

1. I hereby declare and undertake that the above information is wholly true. I have read and understood the instructions and the terms and conditions of MTNL for this service and agree to abide by them. I have gone through the details of the tariff plan, which I have opted for, which I know, can change from time to time. I also agree that my connection is subject to verification, evaluation and acceptance by MTNL.
2. I hereby declare that the SIM or connection purchased by me shall not be used for telemarketing and in case such SIM or connection is used for telemarketing, the telecom resources used for the purpose of telemarketing shall be liable to be disconnected.

\* Signature of subscriber \_\_\_\_\_  
(Signature, name & seal of authorized signatory in case of company)

\*Received SIM

\*Customer's Signature \_\_\_\_\_

\*Date \_\_\_\_\_

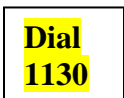
### Customer Guide

- At Sl No 2 fill up type of applicant i.e Individual--General(Gallantry/President's Police Medal for Gallantry awardees, War widows, Disabled soldiers, Blind, Serving DOT employees, Retired DOT or MTNL or BSNL employees, Senior Citizen), Non Residential telephone in Schools/Universities/Institutions/Homes for Aged/Orphans etc recognized by Government, a Private or Public Company, Sole Proprietor or Partnership firm
- At Sl. No 12 fill up Address where fixed connection is to be installed and / or where customer normally resides in case of mobile connection. Customer has to submit proof of address for it
- At Sl. No 14 fill up the address where you want to receive the bill of the service. It is to be filled only if installation address is different from billing address
- At Sl. No. 16 mention existing telephone/Mobile number & Customer Account No. of MTNL, on which you want to get extra service like Broadband, Internet or other Value added service etc.
- At Sl. No 18 please fill up Tariff plan, may be seen/decided for the service you want to avail from <http://www.mtnldelhi.in>. We have many alternative tariff plans to suit individual requirement.
- At Sl. No 19 Option for Receiving Bill: If customer wants to receive the bill through e-mail write bill through e-mail else leave it blank. Kindly give your email address at serial No 13.
- At Sl No 20: Option for bill payment: If customer wants to pay the bill electronically please specify the mode of bill payment i.e. through ECS/ Credit /debit card. The total discount on both e-billing and e-payment combined together will not exceed more than Rs 250/-
- At. No 22 Please fill up details of any additional or value added service you want to avail like ISD/ STD/ extra email ids/ extra email space/ internet/ STD roaming / ISD roaming/ CLIR/GPRS/MMS/Video Conferencing/ Games on Demand / Video on Demand/fixed IP addresses/Call forwarding/ Abbreviated dialing/CLIP/ any other. The details of value added services are given in MTNL brochure.
- At Sl No. 23 indicate your option for National Do Not Call registry(NDNC)
- At Sl. No 25 indicate payment option you want to choose i.e. Cash/ Cheque/DD.

### Instructions

- (a) Please furnish the original documents with photocopies for verification of identity and address by one or more of the following documents as applicable: (i) Income Tax PAN card (ii) Passport (iii) Voter I.D. card (iv) Driving License (v) Arm License (vi) any photo identity cards issued by a Statutory / Government Authority (vii) Aadhaar Card. For updated list please visit <http://www.mtnldelhi.in>
- (b) Public Limited Cos. may enclose certificate of Incorporation, Memorandum of Articles, duly signed by M.D./ Director of the company along with any proof of identity as above of the authorized officer of the company. In case application is signed by an authorized signatory, then attested photocopy of Power of Attorney must be attached.
- (c) In case of Govt. of India Undertaking, Govt. of India Offices / State Govt. Offices, the aforesaid requirements are dispensed with 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.
- (d) In case of Foreign Missions in India and other foreign agencies, the name and designation of the authorized officer along with details of officials etc. for whom the connection is intended.
- (e) In case of outstation subscribers, details of local reference(s) /Address be given at Column (14) Billing Address/ Local Address to be given.
- (f) Payment will be accepted by cash/cheque/DD/pay order in favour of 'MTNL Delhi Dolphin' for GSM services and 'MTNL Delhi' for any other service.
- (g) Telephone is liable to be disconnected (DNP) within 35 days from the date of issue of bill. This amounts to restriction of outgoing call facilities. After a period of one month from the date of DNP, incoming facility shall also be withdrawn. Telephone is liable to be disconnected for outstanding equal to or more than bimonthly rental.
- (h) Any WI-Fi connectivity deployed by subscriber has to be activated only after it is registered for centralized authentication with MTNL
- (i) For availing telephone under concessional category, requisite documentary proof has to be submitted along with application. Contact our customer care executive or Toll Free Helpline or website for more detail.

For more details or any help visit our website <http://www.mtnldelhi.in> or Dial our helpline.



## **TERMS AND CONDITIONS**

### **INTRODUCTION TO THE AGREEMENT**

An agreement is formed between the subscriber named given in the application Form (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 Mahanagar Doorsanchar Sadan, 5th Floor, 9 CGO Complex, Lodhi Road, N.D-110003, when the Application form 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 telephone equipment described in the Agreement.

**Network** Means the MTNL telecom 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**

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 Telecom Services in Delhi and the licensed geographical areas subject to other terms of this Agreement.

#### **2. COMMENCEMENT**

- 2.1 Agreement commences upon MTNL activating the service (s) 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 money 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 Telecom 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', TRUMP', '3GJadoo'.

#### **3. SERVICES**

- 3.1 The subscriber shall be provided a telephone equipment / SIM card 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 of Delhi / NCR towns the licensed geographical areas.
- 3.2 The SIM card / telephone equipment 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, and 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/bimonthly 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, License 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 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 Telephone 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 .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**

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 nonpayment.

## **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 Identity / 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 telephone 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 I 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 MTNL is not responsible for the acts of Franchisees/Business Associates I Distributors /Channel Partners I 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.

7.7 The Subscriber telephone equipment I SIM is provided for the Subscriber's using order to gain access to MTNL 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 Subscriber telephone equipment I SIM card by the Subscriber, the same should be reported to MTNL at the earliest. The issuance of new Subscriber telephone equipment / SIM card shall entail charges as set out in the Tariff schedule from time to time.

7.8 The Subscriber telephone equipment / 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 Subscriber telephone equipment / SIM card after an expiry of 6 months from the date of purchase. Beyond this period, subscriber will have to obtain a new Subscriber telephone equipment I 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 I 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**

In case of any dispute, the matter will be referred to the sole arbitration of the Executive Director, MTNL Delhi 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 Subscriber telephone equipment /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 concerned General Manager 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 Telecom 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 telecom 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.