





# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)  
Jammu & Kashmir Telecom Circle

## MOBILE

Mobile No.

18 Service ordered

19 Plan ordered       Others specify \_\_\_\_\_ |

20 Facility ordered      Others specify \_\_\_\_\_

21. Applicant's other information

a) My Mobile Handset details: Make \_\_\_\_\_ Model \_\_\_\_\_ IMEI No.

b) My Bank A/c Details: Bank Name \_\_\_\_\_ Branch \_\_\_\_\_  
Account No. \_\_\_\_\_ Nature of Account  Savings  Current

c) My Credit Card Details: Card No.       Valid Upto   -   -

d) My Vehicle Make \_\_\_\_\_ Registration No. \_\_\_\_\_

22) Other Information to help you serve better

a) Occupation \_\_\_\_\_ b) Preferred Language \_\_\_\_\_ c) Interest \_\_\_\_\_

23) Declaration Form for multiple connections (More than One connection for applicant and/ or his/ her family)

a) Do you have any other working mobile no. in your name at Present

b) If Yes, indicate the working mobile numbers in your name:

S.No.	Mobile No.	Name of Service Provider
i	<input type="text"/>	<input type="text"/>
ii	<input type="text"/>	<input type="text"/>

c) State reasons for taking second or more than two working mobile connections in your name : \_\_\_\_\_

24) Do You have any other working mobile telephone no. in your family at present

24.1 If Yes, indicate the working mobile numbers (both Pre-paid and Post-paid) in the name of your family at present.

S.No.	Mobile Number	Name of the Family Member	Monthly Income (In Rs.)	Relationship with the applicant
i	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ii	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
iii	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
iv	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
v	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Note: Customer should add a separate sheet in case he/ she has more than 5 telephone nos. in his/her name and/or name of his/her family members.

Signature of the Customer

(For Office Use only)

25) Certificate for Entry of CAF in Database

Certified that I have made the entry of CAF details in Database

Signature of BSNL Employee \_\_\_\_\_

Name ..... Staff No. ....   -   -

(For Office Use only)

26) Certificate for Verification of Database entries of CAF

Certified that I have verified the entries of database with CAF & supporting documents

Signature of BSNL Employee \_\_\_\_\_

Name ..... Staff No. ....   -   -

## Agreement / Terms & Conditions

On acceptance of duly signed Order form for post-paid GSM Mobile Connection (hereafter called as "Post-paid GSM") from customer by BSNL, an agreement is hereby formed between the customer, named in the order form (hereinafter referred to as the "Customer") of the one part

and

Bharat Sanchar Nigam Limited having its Circle office at 4th Floor, North Block, Bahu Plaza, Jammu-180 012 and having its Registered Office at Bharat Sanchar Bhawan, Janpath, New Delhi 110 001 (hereinafter referred to as "BSNL-J&K") of the other part

The customer has been provided with the details of different plans/ schemes including applicable call charges & tariff. The customer has understood the same & exercised his choice accordingly.

BSNL has already provided a SIM Card along with PIN (Customer's security code) and a personalized telephone number to enable the customer to use GSM services of BSNL in its licensed geographical areas.

**Now, it is hereby agreed by & between the parties:**

### Period of Agreement :-

1. This agreement will come into effect from the date of signing of the terms & conditions and/or activation of SIM whichever is later & shall be valid unless terminated by either of the party.
- 1.1 The agreement period shall be limited to the last date of validity of the license of BSNL for the operation of cellular mobile telephone service in the concerned licensed geographical areas along with its extension as received from time to time from the licensor i.e. Department of Telecommunications, Ministry of communications, Government of India. It is also subject to all applicable laws, bylaws, rules, regulations, notifications, orders, directions of the Government (Centre & State) / Local Municipality/ Court/ Tribunal.
- 1.2 BSNL reserves the right to terminate the subscription of any customer who is not competent to enter into any contract under the Indian Contract Act, 1872.
- 1.3 Except as provided elsewhere either party may end the agreement by written notice giving not less than 30 days to other party but such a notice shall not absolve the customer of its liability to make payments of the accounts that may be due and outstanding on the date of such notice or as may become due subsequently.

**The said SIM card of personalized telephone number shall remain exclusive property of BSNL.**  
The customer is licensed to use it to obtain access to the network during the Agreement period only and shall return the same to BSNL upon the termination/ determination hereof and/ or upon disconnection of service.

- 2.1 BSNL connection/SIM card shall be non-transferable in nature. Any private transfer effected by the customer shall not absolve the customer of his primary duty towards
- a) BSNL for usage charges levied pertaining to such particular connection/ SIM card and/ or
- b) Proper usage as envisaged under Clause 5.1.
- 2.2 BSNL's acceptance of payment from a person other than the customer shall not amount to BSNL having transferred or modified any of rights & obligations to the customer or to such third parties.
- 2.3 For addition/ deletion/ change in any supplementary services/ plan / scheme/ features, customer shall submit order in the requisite form and shall be bound by the additional terms thereof.
- 2.3.1 Any withdrawal/ change in supplementary services/ plan / scheme/ features shall entitle the customer to adjustment/ refund of the money already paid as per applicable terms & conditions.
- 2.4 After 90 days of permanent disconnection of the GSM Mobile service, BSNL reserves the right to allot the telephone no. to another Customer. The customer shall not have any right on the said GSM mobile number.
- 2.5 The warranty of SIM card shall be six months from the date of its purchase. The faulty SIMs during the warranty period shall be replaced by BSNL free of charge.
- 2.5.1 The faulty SIMs beyond warranty period shall be replaced against charges as applicable for issue of duplicate SIM card.

### Duties & Responsibilities of the Customer :-

3. The Customer hereby agrees that
- 3.1 He will not use the GSM Mobile telephone connection/ service for any unlawful/ illegal/ immoral purposes.
- 3.2 He will not use improper/ abusive/ indecent/ threatening/ harassing language on the GSM Mobile telephone connection.
- 3.3 He will not send obscene, indecent, threatening, harassing, unsolicited messages or messages affecting/ infringing national interest to create any damage or risk to BSNL or its equipment/ network and/ or other customers.
- 3.1.1 In case of failure to observe above conditions, BSNL reserves the right to disconnect service without liability, at its sole discretion.
- 3.2 The Customer will be responsible for safe keeping of SIM provided to him to gain access to GSM mobile network of BSNL.
- 3.2.1 In case of loss of SIM card by the customer, the same shall be reported to BSNL at the earliest.
- 3.2.2 The liability arising from the unauthorized use/ misuse of SIM card shall be borne by/ lie on the customer.
- 3.2.3 On request from the customer, BSNL shall issue duplicate new SIM card against Charges as set out in the tariff schedule from time to time.
- 3.3 The Customer will provide all information and cooperation to BSNL that BSNL may reasonably require from time to time.
- 3.4 The customer hereby agrees to indemnify and hold BSNL harmless against any claim against BSNL for libel or slander arising out of communications sent or received by customer on BSNL's network. The customer shall also indemnify BSNL for any claim against BSNL arising out of any infringement or violation of copy right by the customer or by anyone else using the mobile connection of the customer.

### Duties & Responsibilities of BSNL :-

- 4.1 BSNL shall be at liberty to provide the GSM services under any brand name.
- 4.2 BSNL reserves the right to seek/ verify financial and other information that customer's Banker/ Credit provides and such other sources and reserves the right to reject subscription even after activation for any reasons without liability.
- 4.3 The information provided by customer in the order form and/ or subsequent forms and/ or collected/ gathered by BSNL shall be property of BSNL even if application is rejected/ refused and/ or connection is disconnected. BSNL may use the said information in any manner, if deems fit.
- 4.4 BSNL will not be liable to the customer for any loss of business, profit, revenue or goodwill, anticipated savings use of contracts or for any indirect or consequential loss howsoever it arises.
- 4.5 BSNL shall not be liable for any delayed activation.
- 4.6 BSNL will not be liable for any dealings for the customer with any party which is not authorized to deal on its behalf.
- 4.7 BSNL is not responsible for the acts of Franchisees/Business Associates/ Direct Selling Agents/ PCO holders/ Channel Partners/ Dealers/ Retailers with regard to the scheme which are not authorized by BSNL or which are purported to have been offered on behalf of BSNL without the latter's sanction.
- 4.8 BSNL shall not be responsible for any civil or criminal liability incurred by the customer due to misuse of the service provided by BSNL i.e. any acts of commission or omission by the customer.
- 4.9 BSNL shall not be liable for any act of commission or omission of any third party/suppliers/manufacturers including any agency/company offering any privilege or benefits to customer without specific permission or authority of BSNL.
- 4.10 BSNL will not be held liable in case GSM Mobile services are affected outside its control viz. Atmospheric conditions, Structures (Building/ Bridges) & proximity of Base Stations, acts of God or any other Force Majeure conditions.

### Services :-

- 5.1 The scope of cellular services is governed by the statutory guidelines issued by the Telecom Regulatory Authority & Govt. of India within the parameters of license agreement executed with the Ministry of Communications, Govt. of India. The cellular phone services are governed by the Telegraph Act, 1885 and the Indian Telegraph Rules, 1951 framed under the same act, as amended from time to time and the customer shall abide by them.
- 5.2 BSNL is entitled to change, vary, add, withdraw any services/additional services, supplementary services, etc. and or change, vary, add, alter, delete, withdraw any/all charges/prices/discounts/surcharges, etc. related thereto including equipments, accessory(ies) and/ or prices thereto etc. at any time in its sole discretion for one or more or all customers.
- 5.3 BSNL will test the equipment prior to activation & customer shall ensure its functionalities thereafter. BSNL shall not be responsible for any of the defect/ fault etc. which is not expressly covered by the manufacturer of the equipment.
- 5.4 Any repairs/ exchange carried out by BSNL at the request of customer for defects, etc. shall be charged from the customer as per BSNL policy on the subject from time to time.
- 5.4.1 In case of suspension/ disconnection etc. reconnection may be made by BSNL in its sole discretion on such additional terms as BSNL may determine.

6. **Privacy of communication is not guaranteed which is subject to Regulation of the Government.**

6.1 BSNL may withdraw/ add/ change/ vary any services/ supplementary services/ scheme/ plans etc. and /or to vary the terms and change at any time in compliance with the directions of the Govt. agencies.

### Charges :-

- 7.1 The rates/ charges may change as per the directives of TRAI/ any statutory authority from time to time.
- 7.2 Any increase/addition/introduction of taxes and/ or levy of taxes, duties or any other statutory charges, etc. in future shall be to the customer's account. No separate notice will be issued to him in this regard and the same shall be deemed to be part of tariff.
- 7.3 All discounts or other special benefits announced by BSNL from time to time shall have the time limitation. BSNL shall have the right to withdraw/ vary/ extend any/ all such discounts, etc. at any time without notice.
- 7.4 A service tax or any other tax as notified from time to time, by the Govt. of India/ Govt. of J&K (as applicable) shall be levied on all charges payable by the customer.

### Billing and Payment :

- 8.1 The billing cycle shall normally run on monthly basis or such other frequency as may be decided by BSNL from time to time and periodic bills will be issued accordingly. The customer is responsible to pay his bills by the prescribed date. It is incumbent on the customer to enquire for his/ her balance and settle the same in case of non receipt of monthly bill for any reason whatsoever.
- 8.2 BSNL reserves the right to raise interim bills and the customer agrees to make such interim payment as and when required by BSNL, based on internal credit rating of BSNL.
- 8.3 Bills will be sent to the billing address of customer as furnished by him/ her. For any change of address, the billing department should receive notification in writing well in advance to change the address along with such proof to accept the change.
- a) In case any charges are disputed, customer shall intimate BSNL within two days of receipt of bills. In case of non receipt of such information the charges will be presumed to have been accepted. Customer shall have to pay full amount of even disputed charges pending settlement of disputes.
- 8.4 The customer agrees to pay to BSNL the subscription charges, call charges, value added service charges, supplementary service charges as per the tariff plan opted by the subscriber. BSNL charges for calls made from mobile to fixed/mobile network, monthly rental, NSD/ISD charges, SMS/MMS, Delivery reports, Roaming call charges for incoming/outgoing, GPRS and other VAS services, license fee other taxes and duties etc. and other charges payable for services as published and notified by BSNL as per tariff applicable from time to time.
- 8.5 All charges and other sums to be paid by customer are due for payment by prescribed due date. All charges must be paid in full without any deduction, set off with holding. All payments must be made in favour of AO [cash], BSNL, of the concerned area.
- 8.6 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 BSNL. BSNL shall have the option to vary the tariff charges for Value added services, supplementary services and any other conditions of services, retrospectively or from the future date and the same shall be binding on the customer.
- 8.7 If the customer equipment or a SIM is lost or stolen the customer should inform BSNL immediately. This notification will authorize BSNL to suspend all or any part of the services and/ or disconnect the customer equipment from the network. However, the customer remains liable for charges for all the calls made before such notification and suspension of services made by BSNL.
- 8.8 The customer must pay the 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 a customer and whether or not exceed any credit limit, if any, agreed between BSNL and the customer this equally applies to all the other payments.
- 8.9 The loss of or inability to use the customer equipment or a SIM does not bring the agreement or the customer liability to pay the charges at the end.
- 8.10 Where a security deposit has been paid, the BSNL is entitled to retain it and apply it as it decides, in full or to the partial satisfaction of any sums due from the customer to BSNL any time. At the end of the agreement period, provided all sums payable to BSNL have been duly paid, the balance (if any) of the deposit or fee will be repaid to the customer on fulfillment of such conditions as may be intimated by BSNL. No interest will be paid on the deposit. BSNL reserves the right to adjust security deposit of the BSNL connection of one member of a family against the bill of the other BSNL connection(s) issued by other family member(s).
- 8.11 The call pulse rates shall be governed by the rules and regulations as specified by regulatory authorities from time to time and/ or specifically specified by BSNL.
- 8.12 Itemized monthly bills are available on the request and are chargeable in nature at such rate as may be decided by BSNL from time to time.
- 8.13 Penal Charges for delayed Payment:  
The payment against monthly bills beyond the stipulated date shall entail an interest charges @ 2% per month or such other rate fixed amount as may be decided by BSNL from time to time over the payment from the date it became due. This however is without prejudice to rights of BSNL to suspend the services partially or fully due to non-payment.

### Suspension and Disconnection

- 9.1 BSNL may at any time suspend, without notice and without any liability, the service wholly or partially and/ or disconnect any customer equipment from the network for any reason which is found to be reasonable by BSNL including any of the following circumstances.
- a) Due to any discrepancy noticed in the material particulars provided in the form overleaf including address confirmation. In case it is found that the information furnished in the order form is incorrect/ false and/ or the document enclosed are not truthful/ genuine, the telephone services provided are liable to be withdrawn immediately without any notice. In addition action may be taken by Police / Security agencies as deemed fit.
- b) The nonpayment of bills beyond the due date The BSNL reserves the right to totally or partially disconnect the customer in case of nonpayment of the due bill by the due date or in case the cheque is dishonored. Although no notice is mandatory, all warning or a SMS message notified to the customer on his mobile number or any other verbal or written communication shall be construed as due notice in this regard.
- c) During technical failures, modification or repair or testing of the network.
- d) BSNL reserves the right totally or partially disconnect the customer connection or to put him on local call facility or only incoming facility with or without notifying him in the case of his exceeding the prescribed credit limit. BSNL does not however guarantee to effect such suspension /disconnection immediately upon the customer reaching the credit limit. The BSNL has the right to predetermine and prefix the credit limit to usage of Air Time Services, PSTN services and other Value Added Services. In the event of the customer having exceeding his predetermined limit he will be responsible to pay all the calls made and services obtained even beyond the stated limit.
- e) When the agreement is terminated owing to any reason in consonance with the terms of this agreement.
- f) Any other reason which is found to be reasonable by BSNL warranting suspension / disconnection.

### Dispute Resolution/ Arbitration :-

10. All such dispute & differences that may arise between the parties hereto as to the meaning, construction or effect of the terms & provisions of this agreement or as to the right or claim of the either party under this agreement shall be referred to the sole arbitration of Chief General Manager Telecom, BSNL J & K Circle or his nominee including any officer/ executive of BSNL nominated by him.
- 10.1.1 The customer will not raise any objection in any such appointment that arbitrator so appointed is employee of the BSNL.
- 10.1.2 The same will be settled by Arbitration conducted in accordance with the Provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof or any rules made thereof.

### Notice :-

11. Any notice pursuant to this agreement shall be deemed duly given or made when they have been delivered by regd. Post/ FAX/ by hand addressed to the party at the address set forth at the beginning of this agreement or to such other address as has been given to the other party in writing.

### Litigation :-

12.1 The Courts at the headquarter of J&K Circle viz. Jammu shall have exclusive jurisdiction under this agreement.

I confirm that I have read the terms & conditions and agree to abide by them.

Signature of Customer

## Form 60

(See third provision to rule 114 B)

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 to Tax?                      Yes/ No
5. If, Yes
  - i) Details of Ward/ Circle/ Range where the last return of income was filled? .....
  - ii) reasons for not having Permanent Account Number/ General Index registration number ?  
.....
6. Documents being produced in support of address in Column (1)

D	D	-	M	M	-	2	0	Y	Y
---	---	---	---	---	---	---	---	---	---

Signature of the declarant

### Additional Information (Optional)

1. Name of the Spouse \_\_\_\_\_
2. Date of Birth of Spouse \_\_\_\_\_
3. Wedding date \_\_\_\_\_
4. Spouse's Telephone No. \_\_\_\_\_

## Form No. 61 of Income Tax Rules, 1962

**Form of declaration to be filled by a person who has agricultural income and is not in receipt of any other income chargeable to income tax in respect of transactions specified in clauses 9(a) to (g) of Rule 114 B**

1. Full name and address of the declarant .....
2. Particulars of transaction: .....
3. Details of documents being produced in support of address in Column (1) Yes/ No

I hereby declare that my source of income is from agriculture and I am not required to pay Income Tax on any other income if any.

Date:    /    /20

Signature of declarant/ Customer

### Verification

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

Verified today, the..... day of..... 20 .....

Place .....

Signature of declarant Customer:

# Acknowledgement

(of Post Paid GSM Mobile Connection Order Form)

Form No.:.....

Name of Applicant :.....S/o W/o D/o.....

Address:.....

.....

Mode of Payment Cash/ D.D. No.: ..... Drawn at.....

Amount .....

Date .....

**Signature of the receiving Dealer/ BSNL official with seal**