



GTPL KCBPL BROADBAND PRIVATE LIMITED

86, Golaghata Road, Ganga Apartment, Block-A, 3rd Floor, Flat No.-3C, Kolkata-700048
Phone : (033) 6555 4333, E-mail : gtplkcbpl@gmail.com, Website : www.gtplkcbpl.net
CIN No. : U64204WB2014PTC204136

DIGITAL BROADBAND

BROADBAND CUSTOMER APPLICATION FORM

(To be filled in CAPITAL LETTERS only)

PLEASE AFFIX
STAMP SIZE
PHOTOGRAPH
(DO NOT STAPLE)

1. New Subscriber Information

NAME : Mr./Mrs./Miss/
Dr./M/s.

Installation Address

City/Semi City

Pin District Date

Phone (R) Phone (O) Mobile +91

Email ID Occupation

Customer Type : RESIDENCIAL COMMERCIAL No. of Pcs. No. of Laptops

Operating System : WIN XP WIN 2000 WIN 7 WIN 10 Others

2. Documents Details (Address Proof & Photo Identity Proof - Self Attested Photo Copy)

Address Proof Electricity Bill Rent Agreement Bank Pass Book Property Document Others

Identity Proof Passport Driving Licence Voter Card PAN Card Aadhaar Card

3. Plan Details

Breake Up Charges (In Case of Company's Corporate Connection)

User ID : _____ User IP Address : _____ Paln Details : _____ Limited / Un-Limited : _____ Validity : _____ LAN Card Availability <input type="checkbox"/> Yes <input type="checkbox"/> No MAC ID <input type="text"/>	<table border="1"> <tr><td>1) Installation/Activation (Non Refundable)</td><td>₹ _____</td></tr> <tr><td>2) CPE Sale</td><td>_____</td></tr> <tr><td>3) CPE Deposit (Refundable)</td><td>_____</td></tr> <tr><td>4) CPE Rent (Non-Refundable)</td><td>_____</td></tr> <tr><td>5) Other Charges</td><td>_____</td></tr> <tr><td>Subscription Charges</td><td>_____</td></tr> <tr><td>Service Tax</td><td>_____</td></tr> <tr><td>Miscellaneous</td><td>_____</td></tr> <tr><td>TOTAL</td><td>₹ _____</td></tr> </table>	1) Installation/Activation (Non Refundable)	₹ _____	2) CPE Sale	_____	3) CPE Deposit (Refundable)	_____	4) CPE Rent (Non-Refundable)	_____	5) Other Charges	_____	Subscription Charges	_____	Service Tax	_____	Miscellaneous	_____	TOTAL	₹ _____
1) Installation/Activation (Non Refundable)	₹ _____																		
2) CPE Sale	_____																		
3) CPE Deposit (Refundable)	_____																		
4) CPE Rent (Non-Refundable)	_____																		
5) Other Charges	_____																		
Subscription Charges	_____																		
Service Tax	_____																		
Miscellaneous	_____																		
TOTAL	₹ _____																		

4. Payment Details

* Subject to realisation

PAYMENT MODE : CASH CHEQUE DEMAND DRAFT

Chq / DD No. _____ Date : _____ Bank Name : _____ Branch : _____
 Amount ₹ _____ PDC Details : _____

5. Subscriber Declaration

I/we have carefully read and understood the terms and conditions provided herewith and acknowledge that the tariff plan selected by me/us and the applicable rates together constitute the entire terms and conditions and I shall be bound by the same. I hereby declare and confirm that I have received the above hardware and the information contained herein is true and accurate in every respect.

Name : _____ Place : _____ Date : _____ Time : _____
 Name of Authorized Signatory : _____
 (If payment is done by company)
 Sign with Seal _____

CUSTOMER
SIGNATURE

FOR OFFICE USE ONLY

FOR BUSINESS PARTNER USE ONLY

Verification Details Provided (Photo ID & Residence Proof) Ration Card Voter's ID Passport PAN Card Aadhaar Card
 Telephone Bill Tax Bill Electric Bill Driving Licence Othres _____

Receipt No. _____ Invoice No. & Date _____ Date of Collection _____

Sales Executive Name & Signature

Signature & Stamp of Business Partner

TERMS & CONDITIONS OF SERVICE

IN THIS CONTEXT UNDER THE CONTEXT OTHERWISE REQUIRES :

- 1.1 'Company' Means GTPKCBPL Broad Band Private Ltd. having its Registered office at 86, GHOLA GHATA ROAD, GANGA APARTMENT BLOCK A FLAT 3C 3RD FLOOR, KOLKATA 700048, which has been granted a license by Govt. of India, Ministry of Communication, Department of Tele Communication for Providing Internet Service and which has established Network System for Providing such Internet Service.
- 1.2 Business Partner means a Person, whether an individual, firm, Company, association of person or any other entity who represents GTPKCBPL BB PVT LTD. as GTPKCBPL BB PVT LTD Business Partner in a designated Business Partner area and add & values by marketing and Maintaining Services (s) to the customer.
- 1.3 Business Partner Area means any portion of an area within the local area which has been Identified and designated as Business Partner Area within which the Business Partner has to perform his duties under an agreement with GTPKCBPL BB PVT LTD and includes a whole building located within the said Business Partner area.
- 1.4 'Contract' means the agreement between Company (GTPKCBPL BB PVT LTD) and Business Partner & Subscriber incorporating this conditions, the registration form displayed and completed and this price list.
- 1.5 'Customer' means any persons as defined under general clauses Act 1899 who has subscribed to the service by signing this contract, Limited by downloads and amount, it include a person who is acting on as for behalf of the customer.
- 1.6 'Internet' means the global data network comprising interconnected network using TCP/IP (Transmission Control Protocol/ Internet Protocol).
- 1.7 'Information' means the visual, textual or other Information Published or otherwise made available (directly as indirectly) on the internet using the service.
- 1.8 Service means the service provided by Company through Business Partner where by customer can gain access to the Internet and where applicable any service facilities which the company provides and customer uses a connection with the service package and which are invoiced to the customer (it may be prepaid or postpaid) as package wise.
- 1.9 Company Price list contain explanations rates and condition which from part of this contract. Those conditions, the price list and the registration form annexed here with and completed shall from part and parcel of this contract between Customer and the Company for the provision of the service.

2. PROVISION OF SERVICE

- 2.1 Service charges refers to changes payable depending on the type of service requested by customer.
- 2.2 Services on Service Means all type of Internet access/ Continue service. Value added services (VAS) Internet Telephony and all such associated services offered by GTPKCBPL BBPL Under its services packages currently under the band 'GTPKCBPL'.
- 2.3 Service packages means any one of the package as Schemes introduced by GTPKCBPL Broadband Pvt. Ltd. From time to time and to which the Customer has opted at the time of Signing this agreement.
- 2.4 Usage Bill means the bill indicating two changes payable by the customer for the service(s) availed from GTPKCBPL Broad band Pvt. Ltd. For each billing period.

3. SERVICE ACTIVATION / USE OF THE SERVICE

- 3.1 The Customer shall submit an application duly signed along with consent to agree by these terms and condition to GTPKCBPL directly or through any of its Business Partner.
- 3.2 GTPKCBPL or its Business Partner after satisfying itself about the correctness of the information stated in the said application by the customer, will intimate customer to pay the required charges together with such taxes, duties and levies as may be determined by the authorities.
- 3.3 Customer will not reproduce, distribute, publish, copy, download otherwise exploit any third party contain which is protected by copyright as any other intellectual prospect rights, unless the customer owns the relevant right there to or have obtained all the requisite license and approvals. The customer shall alone be liable and responsible for all such unauthorized reproduction of distribution, publication, copying, downloading or exploitation of any third party contain by the customer or for infringement of copyright or any other intellectual property other applicable laws.
- 3.4 For the purpose of the legal provision of otherwise, customer further acknowledges agrees and authorizes the company to access, amend or delete any third party content uploaded as otherwise provided by the customer through the use of service, where any such third party appropriate in company's sole opinion to before assessed as otherwise provided by or through.
- 3.5 Customer is required to ensure that any objectionable or obscene message or communication as material are not generated/ sent by the customer, which are in derogation the established laws of country, customer acknowledges further that the interact contains unedited material, some of which may be obscene, sexually exploit an pornographic material which are in derogation of the Indian laws, over which the company (GTPKCBPL) has no control whatsoever. The company accept no responsibility whatsoever for access of such material by the customer which shall be at the sale risk of the customers.
- 3.6 Customer is responsible for and shall provide all equipment necessary to access the service company reserves the right to disconnect as deactivate the service at any time without prior notice including in situations where the equipment as software is interfering with company's other service. Customer shall company with company's requirement as regard access equipment and or use of the service.
- 3.7 Company reserves the right to amend any particular program information or facility, which the company provides or may provide through the service via Business partner customer agrees to abide by all applicable laws relating to the use of the Service and any third party content. Customer must abide by generally accepted rules of conduct relating to proper use of internet resources.
- 3.8 There is a option that customer has to pay the company/ business partner interest free security deposit as an when specified by the company. Company also reserves the right to demand form the customer any advance deposit, any time during the sustence of this contract for use of service and it shall be binding on the customer.
- 3.9 Customers are restricted from providing their own internet service and as legal termination/ origination of international voice calls without any valid calls without any valid ISP License. (Notification No 813-72002-LR Vol III)
- 3.10 It is mandatory for all customers to provide the complete network diagram of the setup along with the details of connectivity at the premises of all the internet leased customer (Notification No 813-72002-LR Vol III)
- 3.11 Company will carry out periodical inspection at the premises of the internet customer's to check the possible interconnection of the internet leased line to PSTN/ISDN/PLMN (Notification No 813-72002-LR Vol III)
- 3.12 Spam/ unsolicited mails not allowed, if found service will be terminated with immediate effect Customer's Connection will be temporarily terminated once identified trans missing virus effected mails.
- 3.13 Delivery is not guaranteed based on the destination server's uptime. Calls related to undeliverable mails can also be entertained will return error messages. A single mail can be sent to 20 recipients only with a maximum attachment size of SMA including the header message.

4. SECURITY

- 4.1 Customer confirms and warrants that all information supplied by the customer while registering for the service is true, complete and accurate in all respects.
- 4.2 Company reserves the right to verify the information given by the customer through it's Business Partner / Authorized agent or representative as from any other independent source. Company reserves the right's to this information and data all it's discretion. In case of any incorrect information found in the application form given by customer at any time, the company reserves the right to Partially as fully withdraw/ suspend/ terminate the service forthwith without any notice in that regard.
- 4.3 Customer agrees to notify the company immediately of any changes to the information given by the customer while registering for the service including any charges to customer's account details by e-mail, fax courier as registered post.

5. RESTRICTIONS ON USE

- 5.1 Customer is not allowed to assign the service (except world wide web service) and the right to access in subject to the terms and conditions herein.
- 5.2 If the customer is a value added telecom service provider, customer would required necessary permission/ license form Dy. Director General (CS) Department of telecommunications, Sanchar Bhavan, 20, Ashok Road, New Delhi 110001 (Tel : 011 2332 6233/2303, Fax 2332076-56).
- 5.3 Customer is required to fully comply which the Provision of the INDIAN LAWS including information Technology Act 2000, Telegraph Act, 1855 and the rules made their under and any amendments as replacement made these to from time to time.

6. SERVICE DISCONTINUATION (IN CASE OF POST PAID CUSTOMER)

- 6.1 The customer can discontinue service(s) by providing a written notice to GTPKCBPL as Business Partner at least from working day before or prior to the end of the month for which the Post Paid Customer has paid service charger, GTPKCBPL B.B.P.L. would stop providing service(s) to the Post Paid customer from the end of the billed month.

7. SHIFTING OF CONNECTION LOCATION

- 7.1 It is expressly understood by the Customer that the Connection Provided by GTPKCBPL B.B.P.L through Business Partner is location Specific. Connection will be Provided at the location indicated by the Customer against the 'Connection/ Installation Address' in the application form.
- 7.2 Shifting of the location of Connection and Service(s) from the customer premises by GTPKCBPL B.B.P.L to any other Premises will be done by Business Partner it will be within their location, subject to technical and economic feasibility but if the customer will want to another Business Partner's location then they have to fill new application form and have to pay installation charges to the Business Partner.
- 7.3 GTPKCBPL B.B.P.L does not guarantee and or will not undertake transfer if the said feasibility report indicates that the transfer is not viable technically or otherwise. GTPKCBPL B.B.P.L. or Business Partner will not be liable to pay any refund of the amount paid for installation as use of service of the said incase the customer request for a shift of location to an area whose the service are non feasible.

8. LIABILITY

- 8.1. Company shall not be a Party to any transaction including, without limitation for any transaction relating to goods, service and third party content, between the third party content provider, etc and the customer.
- 8.2 In no event shall company or its employees be liable to anyone for any or any special incidental or Consequential damage arising out of or in connection with the use of (as inability to use) the service, including without limitation. Damage resulting form or far loss whether direct or indirect to business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction data or for any indirect or consequential loss whatsoever, non determine, or service interruption whether attributable to any negligent act or omission or its employee or otherwise. No guarantee to and bandwidth on internet is made.
- 8.3 Company will put in best efforts and service to maintain the maximum possible uptime of the service. However company will not be responsible for action beyond its control. Customer acknowledges and accepts that in the very nature of the services. To be provided there can be number of factors affecting the services and company is obligation to provide the serve shall be best evidence basis.
- 8.4 The customer acknowledges and accepts that the company shall not be liable for any down time in the service due to technical problems in cable operator's / Broad Brand operator's network as in any equipment.
- 8.5 Any termination of this contract shall not affect any accrued rights as liability of either Party nor shall it effect the coming into force of any Provision here of which is expressly on by implication intended to come into or continue in force as after such termination.
- 8.6 The company here by expressly disclaims any liability as obligation arising out of disconnection of the service, due to non payment of subscription of Broad Band service

9. INDEMINITY

- 9.1 Customer will be responsible and liable for and will indemnify the company is respect of liability for any and all use of customer's account and all actions and costs incurred and for all use Provision of the service to the customer including but not claims for deformation, infringement of copyright or any other intellectual property rights or for misuse of the service and any breach as non-observance of any terms in this contract by the customers.

10. VARIATION OF TERMS AND CONDITION

Company reserves the right to modify and amount this contract, the services operating procedures or any of its service fees, charges and prices and any-discontinue or service any or all aspects of the service at company's sale direction.

11. WITHDRAWAL, SUSPENSION AND TERMINATION OF SERVICE AND TERMINATION OF CONTRACT

- 11.1 If the customer commits breach of any of the terms and conditions of this Contract including non-payment or late payment of any part of any invoices or if customer's use of or action in connection with the use of the Service inappropriately, in company's sale opinion, with the continue use of and subscription of the service, then company may at any time, at Company's Sale discretion and without prejudice to any other remedy available to it law. Either suspend customer's access to and use of the service united such beach is terminate this contract and customer's access to and of the service immediately. Re-installment of service will reprise full payment of outstanding balance and other changes Plus applicable initial sign up fee. It shall be company's sale direction to allow such re-installment of the service full or partially.
 - 11.2 Company may suspend the service during technical failure notification or testing of the service network.
 - 11.3 Company reserves the right to partially or fully withdraw, suspend as terminate the service with or without notifying customer , in case Customer's Payment instrument is returned unpaid to the Company for whatever reason by customer's bankers.
 - 11.4 Subject to cause 11.1 the Company may terminate this Contract and the service at any informing customer's by Post courier, electronic mail/ or fax-phone transmission.
 - 11.5 Should the company suspended as terminate the service pursuant to cause 11.1 customer name no right to any data stored and the company shall be enter no obligation to make such contract terminate for any reason whatsoever customer data stored on Company's facilities will be explicit erased prior notice.
- ### 12. FORCE MAJEURE
- 12.1 If it anytime during the continuance of the service, the Performance is whole or in part of any obligation under it shall to prevented or delayed by reason of war, hostility, Acts of the Public enemy civil commotion sabotage, fire, flood, earthquakes, riot, bomb-blasts, explosion, epidemic, quarantine, restriction, strikes, lockout, compliance with regulation, orders of instruction of any Central or State Government body of Municipal and Compensation or any affiliated agencies there of or any other Acts of govt. etc. customer will not have any claim for damage against the company in respect of such or performance or delay in performance of the service.
 - 12.2 The company shall not be liable to the customer in any manner whatsoever, for any delay of failure in providing the service. If the same related or connected, directly , to any reason that in beyond the control of the company. For this purpose a matter beyond the central of the Company shall include but shall not be limited, to the following.
 - 12.3 Delay of disruption in the service attributable directly or indirectly of any statutory and or Regulatory authorities.
 - 12.4 Delay of disruption in the service attributable directly or indirectly to a change of law.

13. ARBITRATION

In the event of any question, dispute or difference arising out of provisions of the service. The matter shall be referred to arbitration shall be governed as per the arbitration and conciliation Act of 1996. The arbitration shall be held in Kolkata.

14. ASSIGNMENT AND TRANSFER

- 14.1 Company may assign this contract at any time and that will be binding on customer.
- 14.2 This contract the service shall be non-transferable by customer in nature and any private transfers affected by customer shall not absolve customer of its primary duty towards the company far the charges limited. Pertaining to such particular contract/ service. However customer may seek company's prior permission being granted by the company customer shall be under on obligation to fulfill requisite documentation formalities and payment of charges or specified by the company from time to time. Customer shall be liable and under an obligation to fully discharge its payable dues till the date of the such regularized transfer from the company.

15. GIVING NOTICE

Save as specified in this contract, any notice on other communication to be given by the company under this contract shall be writings and shall be send by either e-mail, fax, courier as post at customer address or specified in this contract or as are notice by the customer as per clause 5.3 above.

16. LAW / JURISDICTION

- 16.1 If any term as condition of this contract becomes or is declared illegal, invalid or unenforceable for any reason, Such them as condition shall be divisible from this contract is determined to be invalid the other provision of this contract on determined to be invalid the other provisions shall remain in full faces and effects.
- 16.2 Neither the course of contact between the parties was trade practice will modify the provision of the contract.
- 16.3 The provision of all obligation of and all restrictions on customer will service the termination of this contract.
- 16.4 No failure or delay on company's part to exercise any right or remedy under this contract shall be construed or operate as a waiver there of non shall any single or partial exercise or any right or remedy preclude the further exercise of such right remedy or the case may be.
- 16.5 The law of India governs the Contract and the Customer here by submits to the jurisdiction of the court of Kolkata & West Bengal.

I have read and understood the terms & condition of GTPKCBPL Broad Band Pvt Ltd service & agrees to abide by all.

Date

Signature of Subscribers

CAF No. : **BB/A**

CUSTOMER COPY

NEW SUBSCRIBER'S APPLICATION DOCUMENTS



GTPL KCBPL BROADBAND PRIVATE LIMITED

86, Golaghat Road, Ganga Apartment, Block-A, 3rd Floor, Flat No.-3C, Kolkata-700048
Phone : (033) 6555 4333, E-mail : gtplkcbpl@gmail.com, Website : www.gtplkcbpl.net
CIN No. : U64204WB2014PTC204136

NAME : Mr./Mrs./Miss/Dr./M/s. _____

Installation Address _____

_____ City/Semi City _____

Pin _____ District _____ Date ____/____/____

Customer Type : RESIDENCIAL COMMERCIAL No. of Pcs./Laptops Preferred Usser Name _____

Payment Mode : Cash/Cheque Rs. (₹) _____ (In words) _____

Excutive / Signature with _____

LBO Name _____ Date ____/____/____ Seal of LBO / Co. _____