

AGREEMENT FORMAT

(To be signed on Rs 100/- Stamp Paper to be supplied by MTNL)

This agreement is made and entered into at Delhi, this _____ day of _____, 2005,
between Mahanagar Telephone Nigam Limited, through the General Manager, having
office at _____,
hereinafter called "MTNL" (which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include its successors and assigns in the office)
of the ONE PART

AND M/s _____,
having address at _____

, hereinafter called "the customers" (which expression shall unless it be repugnant to the
context or the meaning thereof shall mean and include the officer for the time being
holding the said post and/or his successors in the office) of the OTHER PART.

WHEREAS the MTNL has finalized a scheme for providing EPABX to the customer free
of cost, but on payment of specified fixed rental and call charges as per the prevailing
rates, to the customer.

AND WHEREAS the Customer has filed an application, dated _____, with the
MTNL, for providing the customer with EPABX, for _____ extensions, at customers
premises at _____

AND WHEREAS MTNL would provide the same through one of the empanelled
manufacturer/authorized suppliers, engaged in the business of supplying, installing,
testing, commissioning, upgrading and supporting the EPABX.

NOW THIS AGREEMENT WITNESSETH AND AGREED TO BY THE PARTIES AS
HEREINBELOW:

1. That the MTNL agrees to supply Free EPABX under the MTNL's "Free EPABX" scheme, of the initial capacity _____. The customer agrees to pay the rental for _____ extensions (minimum forty five, i.e. 90% of 50 extensions). The "Free EPABX" will be installed at the customer's premises, at _____
_____, where, the customer agrees to provide free space, power and air conditioning, etc. The customer also agrees to pay the electricity bill and Annual Maintenance Contract (AMC) Charges for the air-conditioning equipments, etc at his premises. The customer also agrees to pay, municipal corporation taxes, as applicable. The customer agrees, to be fully responsible for the security and safety of the EPABX and the other associated equipment at all times.
2. The customer agrees to use the EPABX, so installed in their premises, for a minimum period of six years and the usage can be extended beyond six years with mutual consent at the same terms and conditions.
3. The customer shall be entitled, to make unlimited number of free intra-EPABX calls (within extensions of the EPABX at one location).
4. The customer agrees to pay, as rental and maintenance charges to MTNL at following fixed rental:
 - (a) Rs 100/- per working extension per month, if extension are provided and maintained by MTNL. Normal analogue telephone instrument will be provided by MTNL.
 - (b) Rs 50/- per working extension per month, if extension are provided and maintained by the customer. No telephone instrument will be provided by MTNL.
 - (c) For external extensions, the customer agrees to pay, Rs ____/- as rental and maintenance charges per external extension per month (to be decided by MTNL depending upon distance and location at prescribed rates). Normal analogue telephone instrument will be provided by MTNL for every extension.

5. The customer agrees to pay the call charges, the rental for PRI lines, junction lines and other facilities, etc separately. These charges are subject to change from time to time upwards and downwards.
6. The ratio of junction lines to the no. of extensions will normally be 1:10. However, this may be further increased, based on the actual traffic figures, with the consent of the customer.
7. The customer can procure special instruments like CLI, Digital Telephone Instruments, etc., from MTNL on rent and guarantee basis on MTNL rates.
8. (a) The customer agrees to pay a security deposit/irrevocable bank guarantee for the amount of Rs _____/-(Equivalent to six months rental of the equipped capacity). The validity of the bank guarantee should be three months more than the six year minimum usage period of the EPABX.
(b) In case of capacity upgradation of the EPABX, the customer agrees to pay the additional security deposit/ irrevocable bank guarantee, for the amount equivalent to the six months rent of the upgraded capacity.
(c) No interest will be payable for security deposit, etc.
9. The authorized signatory of the customer undertakes total responsibility to make the payment in full for the consolidated bill comprising of (a)rental of extensions, (b)rental for PRI, junction lines, etc (c) call charges and (d) rent and guarantee charges for special accessories, if applicable (e) any other charges for facility extended by MTNL to customer on mutually agreed terms and tariff.
The customer agrees to pay the bills before the due date along with service tax and any other tax levied by the government from time to time.
10. No lines from other service operators will be terminated on the EPABX.
11. All disputes arising out of or relating to this agreement shall be decided by arbitration by the Executive Director, MTNL New Delhi an arbitrator appointed by him. There

will be no objection that the arbitrator so appointed is MTNL / Government Officer. The proceedings shall be governed by Arbitration and Conciliation Act 1996 and Rules made there under or any enactment or statutory modification thereof in force for the time being. The decision of the arbitrator shall be final and binding on both the parties.

12. Rights of the parties shall be governed by the provisions of Indian Telegraph Act , 1885, Indian Wireless Telegraphy Act 1933, Telecom Regulatory Authority of India Act 1997 or any other laws of land modified or replaced from time to time.

IN WITNESS WHEREOF the parties herein have put their respective hands to this writing on the _____day, _____month, _____year this first hereinabove written.

SIGNED, SEALED AND DELIVERED]

By the withinnamed MTNL]
Through its General Manager ()]
Mr./Ms.]
in the presence of]
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SIGNED, SEALED AND DELIVERED]

By the withinnamed CUSTOMER]
Through its Authorized Signatory]
Mr./Ms.]
in the presence of]
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