



PEGASUSWAVE PRIVATE LIMITED (NETPGS)
www.pegasuswave.com
 CAF FOR FTTH / LEASE LINE SERVICES NEW CONNECTION

Affix self-signed passport size photograph (Required for FTTH facility only)

Franchise Name: _____
 Address: _____

Companies/ Organizations Individuals (Tick appropriate box)

1. Name of the Customer / Company / Firm / Organization: _____

2. Name of the Joint Applicant, if any: _____

3. Name of Father/ Husband /Group / Proprietor/ Partner(s): _____

4. Nominee Name: _____ PAN/GIR No: _____

5. Contact Number: Home: _____ Business: _____ Mobile: _____

6. Complete Address where service(s) is / are required:

House No _____ Street/ Road /Village _____

Bldg./Appt. _____ Area/ Locality / Tehsil _____

City/District _____ PIN _____ State _____

7. Billing/ Correspondence Address (if different from 6 above)

House No _____ Street/ Road/Village _____

Bldg./Appt. _____ Area/ Locality/Tehsil _____

City/District _____ Pin _____ State _____

8. E-mail address(if any): _____ @ _____

9. Gender: Male Female 10. Date of Birth:

D	D	M	M	Y	Y	Y	Y
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11. Whether the applicant is a retired or working Employee of Govt./PSU/CPSU/ Yes No

12. Purpose: - Residence Business Govt. PSU

13. Service Type:- ILL BROADBAND IPTV OTT

14. Number of Connections Required: - ILL BROADBAND IPTV OTT

15. Mention the tariff package required for: - Broadband _____ IPTV _____ OTT _____

16. Billing Frequency:- Monthly Quarterly Half Yearly Yearly

17. Bundled Service Packages: -

18. Payment Mode: Cash/ NEFT/Cheque/ Demand Draft: _____ Amount: _____

Payment Details: Reference No: _____ Dated: _____

I hereby declare that information given above is true to the best of my knowledge and I will abide by the prevailing Telegraph Act/ Rules framed thereunder & Tariffs as amended from time to time. I am not a defaulter on account of non-payment of bills for any telecom services provided by any service provider. In the event of any dispute concerning any telecom line, apparatus or appliance, bill etc., between me/us and Pegasuswave Private Limited, the matter will be referred to the sole Arbitrator, appointed by a nominated authority in Pegasuswave Private Limited and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

Signature of Customer/Authorized Signatory

Signature of Director/ ISP/Authorized Signatory (ISP)

Signed on Date:

TERMS AND CONDITIONS

1. Booking will be confirmed subject to feasibility
2. Pegasuswave Private Limited shall have the sole discretion to accept or reject the application without assigning any reason in case the application is rejected the deposit shall be refunded to the applicant
3. The STB the ONT with power backup and the accessories (remote and cable wire) shall be solely used for availing triple play FTTH services of Pegasuswave Private Limited and shall not be used for availing services of any other network.
4. The Set Top Box, the ONT with power backup and the accessories (remote and cable wire) shall be used for viewing authorized channels programs and services
5. The subscriber shall take adequate care of STB and the ONT with power backup and its accessories during the period of the agreement. Any willful defect or damage to STB and the ONT with power backup or its accessories will be on account of the subscriber. 10 Meter cat 5 cable is free. Extra @Rs.20 per meter
6. The Subscriber shall not without the prior authorization of Pegasuswave Private Limited remove, transfer or otherwise relocate the STB and the ONT with power backup from the original place of installation failing which the deposit shall be forfeited and Pegasuswave Private Limited shall be entitled to recover the cost of the STB and /or initiate legal action.
7. In case of STB and the ONT with power backups lost or damaged on account of theft burglary or by any other accident the subscriber shall file a police complaint forthwith and notify Pegasuswave Private Limited of such loss immediately failing which Pegasuswave Private Limited reserves the right to recover the cost of STB and the ONT with power backup from the subscriber.
8. In case of nonpayment or delay in payment of rentals Pegasuswave Private Limited shall reserve the right to cancel/suspend the service and to discontinue the service. In such cases the subscriber shall return the STB and the ONT with power backup in good working condition failing which the deposit shall be adjusted towards the cost of the STB and the ONT with power backup.
9. FTTH plans are applicable as per plans and can be changed without any prior information to the subscriber within the scope of DOT / TRAI guideline.
10. The pay channel fee as prescribed from time to time for each selected shall be paid
11. The subscriber shall in advance notify change of address contact number to Pegasuswave Private Limited or its authorised representative for future correspondence context
12. In case the subscriber desires to discontinue the services, he shall return the STB and the ONT with power backup in good working condition
13. For reconnection/activation of the FTTH service earlier disconnected for any reason the subscriber shall pay reconnection charges as prescribed from time to time.
14. IPTV services in respect of pay channels shall be available to the subscriber subject to force majeure condition including but not limited to act of God, fire, stinks, embargoes, war, insurrection, riots and other causes beyond the reasonable control of Pegasuswave Private Limited including atmospheric /Topographical hindrances
15. Subscribers are not authorised to install any gadgets on STB and the ONT with power backup without Pegasuswave Private Limited's prior written permission. The subscriber has to protect the STB and ONT with power backup
16. Subscriber shall not be entitled to transfer or assign its obligations and liabilities under the terms and conditions to any other party under any circumstances without prior permission of Pegasuswave Private Limited. Any transfer affected in contravention of the expressed terms contained herein shall not absolve the subscriber of its obligation/liability towards Pegasuswave Private Limited
17. All taxes, levies, etc. present and future shall be to the account of subscriber as applicable,
18. FTTH services quality or functionality, availability and/or reliability may be affected and /or Pegasuswave Private Limited is entitled to, without any liability, refuse, limit suspend vary, disconnect and or interrupt the services; in whole or in part, at any time in its sole discretion with respect to one/al subscribers, without any notice or reasons.
19. In case of misuse of services or breach of any terms and conditions by the subscriber or use of services by the subscriber in such a manner that it violates any laws or adversely affects or interferes with Pegasuswave Private Limited FTTH services, company shall give notice of five (5) days to the subscriber to remedy the breach. In case the Subscriber fails to remedy the said breach within the notice period, Pegasuswave Private Limited shall be entitled to discontinue the service forthwith.
20. Pegasuswave Private Limited FTTH at its sole discretion may be suspend/discontinue the services by giving reasonable notices to subscriber.
21. FTTH service is liable for disconnection partially or otherwise due to:
 - a. Changes in the law, rules, regulations, or orders, direction, notifications etc. by the Authorities.
 - b. Physical obstruction, geographic, topographic, hydrological, meteorological and other causes of cable interference or faults in another Network of International Carrier to which the Network is connected.
 - c. Any discrepancies/wrong particulars provided by the Subscriber.
22. Any dispute of difference of any nature whatsoever or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this terms & conditions shall be settled by arbitration in accordance to Pegasuswave Private Limited. However, subscriber has right to appeal to next higher authority.
23. The validity, construction and performance of terms and conditions herein shall be governed by and interpreted in accordance with prevailing laws. Pegasuswave Private Limited and Subscriber agree to submit to the exclusive jurisdiction of the Calcutta High Court.
24. I hereby undertake that I will fully abide by Indian copyright Act 1994 as amended from time to time, I will not indulge in pilferage/copy of the content etc. as prohibited by the law. In the event of such violation, civil or criminal action may be instituted for injunction, actual damages (including infringer's profit) etc.
25. Availability of Audio-in and Video-in parts in TV will be the sole responsibility of the subscriber (Audio-in and Video-in ports are required for interfacing the STB).
26. The customer is required to fully comply with the provisions of the Indian Telegraph Act. 1985 and Information Technology (IT) Act, 2009 and the Indian Telegraph Rules made there under and any amendments replacements made there to from time to time.
27. The contract with Pegasuswave Private Limited for provision of FTTH Broadband services will be for a minimum period of 6 months from the date of commencement in accordance with tariff plan opted.

I/We have read and understood the terms and conditions provided overleaf and acknowledge that the tariff plan selected and I/WE agree to be bound by the same. I/We agree to abide by the provisions of Pegasuswave Private Limited and there under and as also such amendments as may be made from time to time to these rules in so far as they relate to the services. I/We hereby declare and confirm that the above information provided by me/us is/are totally correct and true in every respect.

Place: _____

Signature of Subscriber: _____