

E-sign In PDF (Golden Harvest)

Agreement for Sale of Jewellery

WHEREAS, the proposed purchaser desires to avail of the scheme and to purchase gold and diamond jewellery on monthly installment basis from the jeweler

WHEREAS, It is agreed that the selection of diamond jewellery by the proposed purchaser will be at the time when the payment of the eleven installments is complete.

WHEREAS, it is clarified at the outset that gold chains, gold bars and silver bars are not offered by the jeweler in this scheme and only gold and Diamond Jewelry can be taken under this scheme.

Now it is hereby agreed by and between the parties hereto as follows:-

1. It is agreed between the parties hereto that the recitals contained hereinabove shall form an integral part of this Agreement as if the same is reproduced verbatim herein.
2. The jeweller hereby declares, represents and warrants that he will sell gold and diamond jewellery to the proposed purchaser of which he is the absolute owner and over which he has or will have good right, full power and absolute authority in all respects.
3. The applicable market rate of the gold and diamond jewellery will be as prevailing at the time when the proposed purchaser completes the payment of the 11th installment. Such date will be the deedias date of placing the order.
4. The proposed purchaser agrees to pay 10 installments of Rs. ____ each to the j____ calendar month on or before the 3 days of the starting date e.i. first installment. The s ____ installment shall be paid by the proposed purchaser at the time of executing this agreement
5. As soon as the proposed purchaser tenders the 10th installment, the jeweler shall ____ purchaser to select the gold and diamond jewellery (the market cost of which shall not be less than twelve times the monthly installment). The jeweler shall handover the selected gold and diamond jewellery to the proposed purchaser who will then become the absolute owner. The 11 month installment is agreed to be waived off by the jeweler. However if the value of the selected jewellery is more than 11 times the monthly installment, the excess amount can be paid in cash/ cheque.
6. The jeweler shall tender a proper receipt to the proposed purchaser for each installment.

7. The jeweler shall give a proper tax invoice to the proposed purchaser at the time of handing over the diamond jewellery.
8. It shall be the duty of the proposed purchaser to tender the installments on a timely basis to the jeweler.
9. The jeweler will have a right to cancel the agreement if the installment is not paid by the proposed purchaser on time and shall also have the right to forfeit the installments. The proposed purchaser is aware that the installments paid by him/her are non-refundable partly and fully.
10. This agreement supersedes all the catalogues, brochures, pamphlets and/or advertisement (printed or displayed) and/or promotion made hitherto by the jeweler. That the terms, conditions and assurances made in this agreement by the parties shall be final.
11. This agreement has been entered into with the free consent of both parties as specifically defined under Section 14 of the Indian Contract Act, 1872.
12. The rights and liabilities of the parties under this agreement shall be governed by the Sales of Goods Act, 1930 and any other applicable law.
13. In case of any dispute between the parties, the dispute shall be referred to the JEWELLERY trade association who shall appoint a sole arbitrator to adjudicate the dispute. The decision of the arbitrator shall be final and the proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.
14. The details for communication between the parties will be as under:

Application Number: A-0000002

Account Holder Name: Tasnim Abdeali Motiwala

Enricle No: U-0000002

Email ID: tassu06122@gmail.com

Contact Number: 9820750153

Customer Address: 12, Benezet Bandra West Waterfield Road 1st Road Mumbai
Maharashtra India

Account Information:

Installment Amount (Rs.): 3000.00

Adhaar No: 588366020392

Scheme Duration: 10 Months

Pan Card No:

Nominee Details:

Nominee Name: Hussain

Relationship with account holder: Son

Contact Number: 7506073706

Customer Address: 12, Benezet Bandra West Waterfield Road 1st Road Mumbai
Maharashtra India.

I have read, understood and agree to all the Terms & Conditions of the Golden Treasure Scheme and I agree to abide by the same.