

**REGISTRATION DETAILS**

Identity No : .....

Name : .....

Surname : .....

Date of Birth : .....

Address : .....

: .....

: .....

Occupation : .....

Designation : .....

Gender : .....

Tel No : .....

Mobile No. : .....

Nominee Name : .....

Relation with Customer : .....

Date of Entry : .....

Min Advance : .....

Signature of Customer

Authorised Signature

**TERMS AND CONDITIONS APPLICABLE**

This agreement is made on this the..... day of.....two thousand and ten (...../ ..... /2010) between **M/s. BHIMA JEWELS**, a partnership firm having its registered office at M.G.Road, Ernakulam, Cochin – 682 016 represented by its Managing Partner **Mr.B.Bindu Madhav**, S/o. Mr.Bhima Bhattar, aged 60 years, Business, residing at Villa No.1, Neptune Country, Kadavanthra, Cochin – 682 020 authorized as per Resolution/Authorisation dated 17.03.2010 (hereinafter referred to as the First Party being the Seller and which expression shall unless inconsistent with the context including the successors, assignees and representatives)

AND

**Mr./ Mrs./ Miss**....., S/o / W/o / D/o....., aged..... years, residing at Door No....., House..... P.O, Pin -....., ..... District (Identity Proof No.....) (hereinafter referred to as the Second Party being the Purchaser or Customer and which expression shall unless inconsistent with the context including the successors, assignees and representatives)

This is an agreement entered by the above mentioned parties where in the first party agrees to sell gold ornaments to the second party and the second party agrees to purchase the gold ornaments from the first party by paying the price of the gold by way of monthly advance and on complying with the following terms and conditions:

## TERMS AND CONDITIONS

- The name of the plan is Bhima Gold Tree. It is only for intending to purchase gold jewellery from the first party by paying its price by way of monthly advances by the second party.
- The customer who has completed 18 years of age and competent in all respects are eligible to participate in this plan of gold purchase.
- The person who are interesting to participate in the gold purchase plan will be liable to produce necessary identity proofs, photographs to prove their identity and all other required documents for the same .
- The purchase price of the jewellery will be paid by the purchaser by way of monthly advance payments @ Rs.500/- or its multiples.
- The advances will be paid on monthly basis and it should be paid on or before the 10<sup>th</sup> day of every English Calendar month.
- The total number of advance payments are limited to eighteen. It will be counted from the date of payment of the first advance.
- This gold purchase plan is only at our Cochin & Kottayam Showrooms.
- The working time of this plan is in between 10.00 am to 6.00 pm on all working days except Sunday.
- Remitted amount will not be refunded by way of cash or gold coins or bullions or diamond. Only gold jewellery can be purchased through this plan.
- Only the participants who have remitted minimum six monthly advance payments continuously from the beginning will be eligible for purchase under this plan. In case of default in payments the participants will not be eligible for the benefits of the plan. The participants who have remitted below six monthly advance payments eligible for purchase under this plan only after the completion of six months.
- For determining the value of the article or jewellery under this plan rates/price of gold on the day of advance payment will be taken into account. All taxes, duties and making charges of jewelleries on the date of purchase will be applicable.
- All the amounts of advances paid by the participant will be recorded in the receipt card issued by the first party.
- If the participant purchased the jewellery or article more than that of the amount remitted in this plan, he/she will be liable to pay the excess amounts, price, rates, taxes, duties and making charges on the excess purchases also and it will be calculated on the basis of rate prevailing on the date of purchase.
- The decisions of the management of M/s Bhima Jewels shall be final with respect to the scheme. If any dispute arises the jurisdiction will only be at Ernakulam.
- On joining the plan the customer shall be furnished with an entry card (in which the details of amount paid will be entered) and a personal identity number which he /she will have to compulsory refer to in all future transactions and enquiries with M/s Bhima Jewels in relation to this plan.
- The customer shall be provided with a help desk number over which he/she can make enquiries by referring to the customer card identity number.
- The final billing rate will be the average of the total amount paid by the customer and the total weight of the gold ornaments allotted to the customer at the end of the period.
- The period of this plan, due date of advance payment, final date for payment, maturity date of this plan and the minimum advance amount for each customer is separately attached as payment schedule based on the date of joining and will be treated as a part of this agreement.
- The customer has to pay the first advance amount at the time of joining and the future advance amounts shall be paid on or before the 10<sup>th</sup> day of every English Calendar month, failing which the customer shall be deemed to have defaulted this agreement and he/ she shall not be entitled to get any of the benefits of this plan.
- The payment schedule attached shall be treated as a part of this agreement.
- All taxes and dues will be duly applicable.
- M/s Bhima Jewels reserve all their rights to alter the terms and conditions of this agreement without prior notice to the customer will be bound by the alterations thus made.
- The customer is deemed to have read, understood and agreed to these terms and conditions at the time of joining.
- Agreeing to the terms and conditions enumerated above the parties hereunder have affixed their respective signatures in the presence of the following witnesses on the aforesaid date. The original of this agreement is kept by the first party.

**M/s. BHIMA JEWELS** represented by its Managing Partner **Mr.B.Bindu Madhav** (*First Party*)

*Second Party*

*Witness :*

1.

2.