



AGREEMENT

THIS INDENTURE made this the _____

BETWEEN

M/S Dilip Raju Pearl Farm Private Limited who's CIN is U36911WB2021PTC248576 and GST number is 19AAICD8025B1ZT registered on address vill + p.o - Debipur, P.S - Maipit Coastal, Debipur, South 24 Parganas, West Bengal, India - 743383 referred to as the company.

AND

Mr/Mrs _____

S/C/D/W/o _____

Age _____ Aadhar _____ Occupation _____

residing at _____

_____ referred to as the farmer.

The Company has given offer to the farmer for production of pearl in their own pond on the terms and conditions mutually and verbally agreed upon. The farmer has accepted all the terms & conditions of the company for this project and decided to enter into a formal agreement to mention in writing so as to avoid any misunderstanding or dispute in future with the company for growing the said pearl as per the terms and conditions that are stipulated by the company including buy back of the pearls by the company from the farmer.

NOW THIS AGREEMENT BETWEEN THE PARTIES :-

1) This project is of _____ oysters in _____ size land.

2) The company will purchase all good quality harvested pearls from farmer at a fixed rate of Rs 115/ pearl and definition of good quality pearl has been mentioned below for the purpose of this agreement.

GOOD QUALITY PEARLS	OTHER THAN GOOD QUALITY PEARL
<ul style="list-style-type: none">➤ Non - overlap pearl➤ Clear designs pearl➤ Good nacre quality pearl➤ Undamaged pearl➤ Form oyster release nacre color	<ul style="list-style-type: none">▪ Overlap pearl▪ Not showing clear designs due to excess nacre release▪ Nacre/ nucleus broken pearl▪ Form other color on the surface of the pearl

3) The company will make the payment after inspecting the quality of the pearls. Deciding the quality of the pearl and which pearl is saleable or not rests in the company's hand.

4) This agreement is valid only for one crop and the project installation date is _____.

5) Harvesting time will vary from 18 to 24 months from the date of project installation.

6) Farmer will have to pay GST and other statutory charges as applicable as per laws of the land.

7) Company is not responsible for the mortality of oysters including if anything happens due to any kind of poisoning, chemical or unwanted substance or any other natural calamities which are beyond the control of both the parties. Hence, Farmer will not get any kind of return or refund of cost charged for that.

8) All disputes and differences arising under this agreement will be settled in an amicable manner by both the parties.

9) The farmer is charged Rs _____ /oyster for their project materials which are Oysters, nucleus, net bags, professional surgery, other project installation and running expanses.

10) The farmer will not take out the pearls from the oysters unless and until the pearl is ready even if the prescribed cycle is completed.

- 11) Oysters feeding and maintenance charges will be under the scope of the farmer till crop harvesting is complete irrespective of actual period of completion mentioned herein.**
- 12) It is compulsory for the farmer to follow company's other all terms and conditions which is given to the farmer. For non compliance of the terms and conditions of the project the contract will be deemed to be cancelled by giving notice to the farmer.**
- 13) Buyback agreement will only be considered acceptable once the farmer has made the 100% payment to the company of their materials which were given by company during project installation. If client fails to make the full payment after availing the project materials then this agreement will be cancelled by company and company will not going to purchase any harvested pearls.**
- 14) When oysters deployment is completed, after that it the responsibility of the farmer to take care of the oysters and it's strictly specified that farmer is not allowed to cultivate any kind of aquatic farming in the project pond other than pearl farming otherwise this contract will be cancelled.**
- 15) Farmer have to send PH, ammonia, TDS and D.O report (once in every 3 days basis) to company and, Oysters mortality and other activities (monthly basis). If Farmer fails to share reports for ten times and more than in such scenario company will not be responsible for the mortality of mussels.**
- 16) Farmer will have to send water testing reports with video proof to company once in every 3 days basis and farmer also have to tell the present date while making the video.**
- 17) Farmer will not be able to reduce the project quantity once the agreement was signed by both the parties and its farmer responsibility to harvest the project in the absence of company's staff and send to company for counting (company will inform farmer when to harvest).**
- 18) In the event of a financial crisis, including economic downturns, global financial instability, national & international financial issues or severe financial distress and geopolitical tension, the company reserves the right to suspend, terminate or modify the agreement without incurring any liability or obligation.**
- 19) In Case of any legal dispute the all matter should be referred to any Court of Law in West Bengal. In other words all legal matters will be deal with within the jurisdiction of West Bengal only.**

Company code for this contract is DRPF777.

In witness where both the parties have affixed their seal/signature on the day _____ month _____ year in the presence of following witness.

RAJU GOL

DILIP SHYAMAL

MUKTESHWAR PRADHAN

(COMPANY'S DIRECTORS SIGNATURE)

NAME & SIGNATURE

WITNESS

(FARMER)

**COMPANY STAMP
(DILIP RAJU PEARL FARM PVT. LTD.)**

