



COMPANY IMPLANTED DESIGNER **PEARLS BUY BACK AGREEMENT**

BETWEEN

The company Dilip Raju Pearl Farm Private Limited who's CIN number 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/o/D/o/W/o _____

Age _____ address _____

referred to as the farmer.

The farmer read and accepted all the norms, terms & conditions of the company's for this project and now decided to enter into an agreement with the company for growing the said crop as per the specific action, terms and conditions that are stipulated by the company including buy back of the pearls produced by the farmer to the company on mutually accepted terms and conditions.

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 110/ pearl.

GOOD QUALITY PEARLS	NON- 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 22 to 24 months from the date of project installation.

6) Client have to pay 3% GST of the total company cost for their project materials.

7) Company is not responsible for the mortality of oysters if it 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, client will not get any kind of return or refund.

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

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

10) The company 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 beard by the client on quarterly basis till crop harvesting.

- 12) It is compulsory for client to follow company's other all terms and conditions which is given to client. If company caught you while unfollowing then you will get warning or this contract may get cancelled by company.
- 13) Buyback agreement will only be considered acceptable once the client 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 deployed completed after that it's client responsibility to take care of the oysters and It's strictly said 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 daysbasis) to company and feed, Oysters mortality and other activities (monthly basis). If clients fail to share reports for ten times and more than in such scenario company will not be responsible for the mortality of mussels.
- 16) 2 Wifi cameras of night vision is mandatory to install on site for security reason.
- 17) At the time of harvest client have to bear the cost of fooding, lodging and travelling cost of both the sides of our team.
- 18) Client have to send water testing reports with video proof to company once in every 3 days basis and client also have to tell the present date while making the video.
- 19) Farmer will not be able to reduce the project quantity once the agreement was signed by both the parties.

Company code for this contract is _____

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.)