**BUY BACK GUARANTEE (BIKRI KI GUARANTEE)**

**MEMORANDUM OF UNDERSTANDING**

This MOU is entered between the First Party **M/s. Sunrise Agriland Development & Research Pvt. Ltd.,** having its office at: **J-890, Phase-III, Sitapura Industrial Area, Tonk Road, Jaipur-302022, Rajasthan** represented by Director herein referred to as the “BUYER”

**AND**

The Second Party **................................................................** , ............... Farm site at Dist. .................................. herein referred to as the “SELLER”.

Whereas the SELLER is the grower and is involved in the activity of the contractual farming of Ashwagandha Roots and the buyer is in the Business of trading of Ashwagandha Roots.

The Seller is desirous of undertaking cultivation of Ashwagandha at its registered farm in the State of Hyderabad . Buyer hereby guarantees the Seller through this agreement to buy back for 5 Years, the complete produce of the same, subject to following terms & conditions:

**TERMS AND CONDITIONS**

1. The Buyer will purchase Ashwagandha Roots at INR. 150/kg , Seed 100/kg & Leaves 10/kg from the seller.
2. The rate of Ashwagandha Roots , Seed & Leaves will not be reviewed before 1 years between parties under agreement. The Buyer is bound to purchase the material for 1 years initially and thereafter can be extended on mutual agreement.
3. The buyback will be for 1 years from the first consignment.
4. The Seller will sell the Ashwagandha Roots only grown at its registered Farm site at Dist..........................................
5. The cultivation will be done under organic agriculture practice which will be certified by SGS organic certification agency or any other certification agency approved by APEDA, Govt. of India. The Seller will provide the said certificate issued by the certification agency as and when received.
6. The Ashwagandha Roots must be preferably in pale yellow to white.
7. Within 7 days 100% payment will be made by the buyer after receiving Ashwagandha Roots.
8. The Seller shall adopt the methods for farming suggested by the Buyer in order to maintain the Ashwagandha Roots content to maximum level in ideal condition.
9. If any problem occurs at the time with regard to harvesting on Seller’s side, it should be immediately informed in writing/ by mail to the Buyer.
10. Ashwagandha grown in the Farm site at Dist................................. of ‘Seller’will be further sold in the support and contact by the ’Buyer’.
11. All the activities of growing Ashwagandha from land preparation to Cutting of Ashwagandha Roots will be conducted under the supervision of Buyer.
12. The Buyer will be at liberty to sell the Ashwagandha Roots to open market, whereby the Seller will have no claim on the supplied item or margin.
13. It will be a responsibility of the Buyer to support the Seller to transport the Ashwagandha Roots to the Buyer’s desired destination/ godown/ warehouse located at Jaipur or NCR, the Seller will assure all supplies in normal circumstances and the supplies will not be disrupted or delayed.

1. In case of any problem both the parties will clarify the matter with mutual understanding.
2. All the legal matters will be subject to Jaipur Jurisdiction only.

The parties here to have executed this agreement on:

Date: .....................

Place: Jaipur

**FIRST PARTY SECOND PARTY**

M/s. Sunrise Agriland Development & Research Pvt. Ltd. .....................................

J-890, Phase III, Sitapura Industrial Area, .....................................

Tonk Road, Jaipur- 302022. ......................................

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