

## **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 MORINGA Leaf and the buyer is in the Business of trading of MORINGA Leaf.

The Seller is desirous of undertaking cultivation of MORINGA at its registered farm in the State of ----- . 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 MORINGA Leaf at INR. 50/kg from the seller.
- 2) The rate of MORINGA Leaf will not be reviewed before 3 years between parties under agreement. The Buyer is bound to purchase the material for 3 years initially and thereafter can be extended on mutual agreement.
- 3) The buyback will be for 5 years from the first consignment.
- 4) The Seller will sell the Leaf 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 MORINGA Leaf must be preferably green in colour.
- 7) Within 7 days 100% payment will be made by the buyer after receiving Moringa Leaf.
- 8) The Seller shall adopt the methods for farming suggested by the Buyer in order to maintain the Moringa Leaf 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) Maringa Plants 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 MORINGA from land preparation to Cutting of MORINGA Leaf will be conducted under the supervision of Buyer.
- 12) The Buyer will be at liberty to sell the MORINGA Leaf 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 Maringa Leaf 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.
- 14) In case of any problem both the parties will clarify the matter with mutual understanding.
- 15) 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**

M/s. Sunrise Agriland Development & Research Pvt. Ltd.  
 J-890, Phase III, Sitapura Industrial Area,  
 Tonk Road, Jaipur- 302022.

**SECOND PARTY**

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### **Others Terms to be followed For Moringa Cultivation:**

1. Sunrise is not responsible for any loss of crop due to any natural calamity.
2. If the plants or seeds are not sown at a right time as suggested /instructed by us, Sunrise is not responsible for any damage occurred or replacement of plants.
3. Sunrise is not responsible for any problems occurred in crop after 30 days of crop germination.
4. No consultancy will be verbally clarified by us, everything should be in writing or via mail.
5. If the quality of land developed is not as per our instructions/ technical guidance, Sunrise will not be responsible for any of the damages or losses occurred.
6. If the order of plants is placed, it should not be cancelled with any of the reason. We are not liable or bound to refund the amount or replace any single plant against any cancellation or mishappenings
7. We are not responsible for any delays in reaching planting material to the destination due to transportation facilities after dispatched from our farms.
8. Any losses or damages occurred due to any of below reason, we are not responsible or liable for it:
  - a) No arrangements of labour at the cultivation land
  - b) No availability of water facilities
  - c) No electricity arrangements
  - d) No transport facilities
  - e) No fencing in farm
  - f) Due to improper maintenance
9. Not responsible for any governmental/ departmental subsidy & NMPB/ NHB, etc. We can only make the project proposal as desired & submit to you as per Bank & departments guidelines.
10. No physical consultancy will be given by us on regular basis. Any physical consultancy or Visit of technical team should be accordingly to our organisation visit charges.
11. Sunrise object is to promote medicinal, horticulture & herbal cultivation for the sustainability of the land. We are providing technical consultancy & the assurance for

Buy-back the medicinal crops whose quality comes under our agreement not other than that.

12. We need weekly basis report by mail to us with photographs

13. Regular follow ups & meetings in between you & the agriculture expert/ labour which is employed in your farm.

14. Plan handling should be according to our consultancy guidelines

15. Land developed must be according to our instruction.

16. Reporting to us on below said factors:

- a) Water & electricity supply
- b) Manure supply
- c) Irrigation
- d) Sowing & ploughing status
- e) Weeding & digging process & status
- f) Pest & insect affecting the crops
- g) Fertilizers used
- h) Temperature
- i) Soil quality status
- j) Any treatment being used

17. Photographs of every step of crop growth should be mailed to us on weekly basis up to one month. Later in a week/ month should be mailed to us.

18. Personal monitoring staff (1 or 2) should be appointed, he should have knowledge & experience in agriculture sector.

.19. You should be responsible for Manpower & transportation arrangements during the time of harvesting.

20. We suggest you that any orders of plants/ seeds should be given after all arrangements are completed.

21. Any other matter will be clarified with mutual understanding

22. Legal matters are subjected to Jaipur jurisdiction only.

Date: .....

Place: Jaipur, Rajasthan

**FIRST PARTY**

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

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

**Tonk Road, Jaipur- 302022**

**SECOND PARTY:-**

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