D.R PEARL FARM PVT. LTD.

BUY BACK AGREEMENT FOR PEARL FARMING

This agreement is made on ....and code for this agreement is DRPF777005.

BETWEEN

DILIP RAJU PEARL FARM PVT LTD registered on address Vill + P.O – Debipur, P.S – Maipit Kostal , Debipur , Parganas South, West Bengal, India, 743383 with CIN number U36911WB2021PTC248576 represented by its CEO and founder (Dilip Shyamal , Raju Gol & Mukteshwar Pradhan) of DILIP RAJU PEARL FARM PVT LTD (referred to as the company, which expression shall include its successors and assignees of the onepart).

AND

Mr/Mrs...S/O...age ....residing at... referred to as the farmer (the expression farmer shall include his/her legal heirs, representatives, successors, testators, administrators, assignees) of the other part.

Whereas the company is mainly engaged in cultivation and trading of pearls and was on the lookout for suitable farmer who would be willing to grow the prescribed quality pearls by D.R Pearl Farm via freshwater mussels and enters into a long term arrangement with the company and also by undertaking to sell the entire produce to D.R Pearl Farm on a given price by the company.

Whereas the farmer is owning and/or in possession of agricultural land suitable for cultivating and growing pearls in the prescribed mussels and accordingly is desirous of entering 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 selling of the 100% crop produced by the farmer to the company on mutually accepted terms and conditions and accordingly this agreement is entered into between the parties.

The farmer herein after understanding the requirement and their terms and requirements has agreed to the terms set out and has agreed to comply with same. The parties have consequently reduced into writing the terms and conditions as details herein.

NOW THIS AGREEMENT BETWEEN THE PARTIES WITNESS AS FOLLOWS :-

1) The farmer undertakes to make a pond in his/her agricultural land measuring .... size to cultivate the pearls with.............................mussels provided by company at a fixed price.

2) The farmer agrees not to cultivate any kind of crop in the pond other then pearl farming without the pre consultation of the company in writing as it can lead to deterioration of the quality of pearls.

3) If farmer is found cultivating other crops then pearl farming at the time of inspection by the company in the pond without the pre approval of the company in written then this agreement gets terminated at the same time.

4) The company will purchase all good quality harvested pearls of the farmer at a fixed price of Rs 110/ pearl.

5) The company will make the payment after inspecting the quality of the pearls. The pearls which are either under developed or over developed or are of not acceptable quality according to the standards of the company then those pearls will not be purchased by the company. Deciding the quality of the pearl rests in the companies hand.

6) This agreement is valid till the harvest of pearls.

7) After receiving the harvest from the farmer the company will analyse the quality of the pearls and make the payment their and then at the site itself.

9) All the payments will be made in the form of cheque or directly into the account of the farmer. The company is not liable to make any payments in cash to anyone.

10) It should be the responsibility of the farmer to check daily and maintain the standard of water and pond as prescribed by the company. The farmer has to send PH (weekly basis), ammonia (weekly basis), dissolved oxygen (once in every 3 days basis) and mortality (monthly basis). If the farmer fails to do so contract will be cancelled on immediate basis.

11) Neither of the parties to this agreement shall be held liable /responsible for any of their obligations and duties in a situation of dispute or any other natural calamities which are beyond the control of both the parties.

12) This agreement is being entered on the basis of mutual trust and confidence and both the parties to this agreement agree to faithfully discharge their obligations and duties contained here keeping in view the fact that the crop/produce is for export and that maintaining the quality is prim facie and essential condition.

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

14) The client is charged Rs .... /mussel for setting up the project.

15) If the mortality rate goes above 60% out of the total number of mussels deployed in the pond due to any technical reasons. Then the company will do a top up of 50% mussels out of the total number of mussels deployed in the pond. (Example:- If the project size is of 20,000 mussels and mortality happens for 15,000 mussels then the company will give 5000 extra mussels, nucleus, surgery and net bag).

16) The company will not take out the pearls from the mussels unless and until the pearl is ready even if the prescribed cycle is completed.

17) It is compulsory for the client to share the following data in regular basis with the company

   A) PH (6.5 - 8.5) = Client should share ph value of the pond on weekly basis with the company.

   B) Oxygen (minimum 4 ppm) = Client needs to share DO level once in every 3 days basis.

   C) Ammonia (0 - 0.25 ppm) = Client needs to share it on weekly basis.

18) If clients fails to share reports of ph, ammonia and oxygen for three times till the time of harvest then this contract will be considered as null and void. In such scenarios company will not be responsible for the mortality of mussels.

19) If someone puts poison or any kind of chemical or unwanted substance in the pond then the company will not make any kind of refunds to the client.

20) This agreement will be subject to the jurisdiction of competent courts in Baruipur , West Bengal (700144).

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   NAME & SIGNATURE

(COMPANY OWNERS)   (FARMER)

MUKTESHWAR PRADHAN

(OWNER)   WITNESS

COMPANY STAMP

(D.R PEARL FARM PVT LTD)