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BIPARTITE AGREEMENT BETWEEN VANAM ORCHIDS & FRANCHISEE GROWERS

This agreement made between Vanam Orchids , C-14, Neighbourhood shopping complex, sector-4 , Nerul, Navi Mumbai –400706 hereinafter called the “orchid promoter” and the franchisee Grower Mr./ Mrs . _____ Son/wife/daughter of _____ residing in _____ village, _____ Taluk, _____ District, _____ State, Herein after called “ Grower” on _____ date, _____ month _____ year.

1. The grower hereby expresses willingness to raise and cultivate orchids plantation in _____ area in sq m as per details furnished in schedule given below.(Section ____)
2. The promoter will have a field extension team to inspect the land and other resources periodically and provide technical know-how to the grower for cultivating and maintaining the Orchid Plantation. Accordingly the grower also agrees to allow the field team members to visit the plantation from the date of registration to check whether the fertilizer, pesticides, irrigation done at appropriate time for the mentioned area of the orchid cultivation.
3. The Grower agrees to buy the critical inputs viz., seedlings, plants, biofertilisers, biocontrol agents, fertilisers, plant protection chemicals etc as required and advised from time to time for the proposed Orchid cultivation area at recommended quantity on cost basis from the Orchid Promoter and the supply of quality inputs to the growers in right time.
4. The grower undertakes and agrees that it is the full responsibility of the grower to raise, maintain the plantation and achieve the desired yield as set by the promoter, by receiving suitable advises from the company’s field team members then and there.
5. The orchid promoter will facilitate for extending the crop loan facility to the needy growers in liaison with the Bank or bankers and the grower agrees to the conditions of the bank, Bankers, produce of No Objection certificate (NOC) from any other financial institution that the grower has not taken any prior loan for the said growing area and the purpose and executes bipartite agreement between the grower, Bank and Orchid promoter.
6. The grower who avails loan from the Bank agrees to take crop Insurance or any other similar scheme through bank to cover the possible risks and to bear the crop insurance premium and the same will be part of the loan.
7. The grower authorizes the bank where he/she avails loan to remit the cost of Inputs or services to the suppliers including Orchid promoter directly based on the invoices raised by the suppliers and signed by the grower.
8. The Grower hereby agrees to sell the produce- Cutflowers /plant parts produced presently and in the future years to Promoter – Vanam Orchids , as long as the plantation, mentioned in the schedule given below of this agreement exists. Accordingly the promoter also hereby agrees to buy the entire quantity of cutflowers produced by the grower in the farm according to the quality standards agreed by the grower.
9. The Promoter agrees to establish regional procurement center at the nearest nodal point or through the grower support person at the regional level and also the grower agrees to bring the produce properly packed in the system provided to the collection center or the procurement center or the nearby agents premises whichever is near to them.
10. The promoter agrees to buy the cutflowers (Mokaras) from the grower and offers a minimum price of Rs 6.00 for small, Rs 8.00 for the medium and Rs 10.00 for the large cutflowers for the prescribed minimum quality standards and in the future years

VANAM ORCHIDS

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at negotiable price as per the market conditions. The set price is the minimum procurement price and standard price fluctuations in the market will be intimated from season to season. Proper post harvest practices will be conditional and no short cuts to the quality will be allowed. All flowers not meeting to the criteria set for them will be outright rejected and the same reason will be intimated to the grower at the time of procurement. Especially care is needed regarding Insect attacks and flower drops in the stems as they can harm the real intention of the set business standards.

11. The grower agrees to supply the cutflowers (Mokaras) in the standard sizes as mentioned below:
Small stems – Min stem dia- 6 mm No of flowers – 5 and above Length of the stem – 25 cms to 35 cms.
Medium stems – Min stem dia- 7 mm No of flowers – 5 and above Length of the stem – 35 cms to 45 cms
Large stems – Min stem dia- 8 mm No of flowers – 5 and above Length of the stem – 45 cms and above.
The flowers will be pulsed with cutflower food and protected by tubes at the bottom of the stem as detailed by us. They will be packed in bunches of 10's and each tray will carry from 8 to 10 bundles. 5 such trays will be packed in Master cartons of the standard size as provided by the promoter's detailing. Flowers will be free from Fungal and insect damage.
12. The grower agrees to the proportionate penalty for the inferior quality of flowers from the prescribed minimum standards and also the promoter agrees to pay proportionate price to the grower for the supply of cut flowers above the prescribed minimum standards.
13. The Promoter has every right to reject the cutflowers and advice the grower to carryout further post harvest operations like holding, pulsing, treatment and removing affected stems so as to make the flowers lot to the minimum acceptable standards of the market.
14. The grower agrees to accept the standards set in here and available from time to time on the cultivars which are done in the presence of the grower or his representative either at the collection center or premises of the grower or at the procurement centers of the promoter or his agents.
15. The grower agrees to supply the promoters collection centers or to any of its agents and distributors and within the harvest period which may be on any of the weekdays as set by the collection center. Any damage due to Heavy rain, floods, fire or due to any other natural calamities or disasters, due to labour strike, lockout or shortage of electricity, petrol or diesel or minimum quantity of raw materials will be assessed and revamped by the grower within 3 months from such problem time.
16. The grower hereby agrees to supply the cutflowers produced only to the Promoter or his agents as authorized in the contract and at any time or cost the grower will not supply the same directly to any other agents or markets or others. In case of such a action the contract for buyback becomes null and void and company or promoter will absolve all responsibility to the grower to maintain and supply any such know-how in the future and also recover expenses regarding such knowledge/training costs imparted during the time proceeding. In case of a dispute arising it will settled by the legal arbitrator appointed by the promoter to handle such issues from time to time.
17. The grower agrees to follow the set procedure for fertigation from time to time as per set of guide lines provided so that the growth curve of the plants are maintained to achieve the best possible production as envisaged. The necessary inputs so required for fertigation, and pathological care should be taken and paid for from time to time on an ongoing basis during the cultivation regime of this contract.
18. The grower agrees that the cost of the plants and supplies provided to him/her by way of credit from Bank or financial institution wherever the grower has availed loan by the promoter and Bankers or institutions after adjusting the loan amount or installments, as norms will get paid to the grower. Incase any shortfall in the loan amount due, the grower agrees to make the balance payment to the Bankers or institutions on his own arrangements or authorize the bankers to clear the outstanding loan amount from the subsequent sale proceeds due to the grower from the promoters.

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19. The grower agrees not to sell the planting stock or not remove the plantation or its structure for which the loan has been availed and in case the grower wants to sell the said premises or land or to remove the plantation the grower agrees to clear all the loan amounts due to the bankers or institutions or promoters on his own arrangements before such action.
20. Force Majeure clause applies to this agreement. Any dispute, which may arise between the two parties, shall be resolved by arbitration by one arbitrator from each party. The decision, award of such arbitration shall be binding on the two parties.
21. Orchid cultivation Schedules:

Grower No (1)	Grower's Name & address (2)	Name of the village – Cultivation area (3)	Land's survey No (4)	Field No (5)

Planted area sq.m (6)	Date of planting (7)	Plant details Cultivars, Nos (8)	Yield estimation Per annum (9)	Period of supply contracted (10)

I "The Grower Franchisee" appoint the following person mentioned below as my representative.

Representative's Name _____

Relationship _____

Address /Details/Contact

Grower's signature

Authorized Signatory

Vanam Orchids
Franchiser

Dated: _____

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Signature of witness (1) _____

(2) _____

Land Details and particulars as annexure:

Survey Number:
Details:

Infrastructure details as annexure: