

AGREEMENT

FOR PRODUCTION, SALE & PURCHASE OF
NATURAL/ORGANIC PRODUCE

BETWEEN



**Sector 146,
Near Sector 146 Metro Station,
NOIDA**

This agreement is made on (date) _____, BY AND BETWEEN:

iGROculture, a sole proprietorship firm, having its branch office at Sector 146, under Khasra #61 and #62, Noida 201305, India (hereinafter referred to as "iGROculture" or "COMPANY" or "PRODUCER", which expression shall, wherever the context requires or permits mean and include her heirs executors, administrators and assigns) on the one part

AND

Mr./Ms. _____, having PAN/Aadhaar No. _____, residing at _____ (hereinafter referred to as "FARM PRODUCE BUYER" or "SECOND PARTY") on the other part.

(Collectively, the "Parties" or "Members")

DEFINITIONS

Sub-farm: A smaller land parcel of fixed size farm land measured by area or portion, inheriting the use purpose from its parent agricultural land for growing vegetables & herbs for personal consumption. Such plots are fixed in size (as mentioned in Appendix A) formed by subdividing a larger farmland into smaller land parcels.

Natural/Organic produce: The product of a farming system which avoids the use of synthetic chemicals, man-made fertilizers, pesticides, and growth modifiers & regulators. It also involves the basic principles and practices aimed at a sustainable production system based on healthy and balanced ecological cycles and appropriate precautions.

Growing season: There are namely three growing periods namely: Zaid (1st February – 31st May), Kharif (1st June – 30th September) and Rabi (1st October – 31st January) each year.

WHEREAS the Producer helps the buyer of sub farm to grow natural/organic produce.

WHEREAS the Buyer agrees to manage the natural/organic produce and maintain the Sub-farm for an agreed amount and period as mentioned in the agreement

THE PARTIES HERETO agree to abide as under:

ROLES & RESPONSIBILITIES OF iGROculture

In order to ensure that the farming operations on the Sub-farm (as mentioned in Appendix A) are conducted in an efficient manner and to maintain the farm in a high state of productivity with high standards of ecological balance & sustainability, the Producer and Buyer agree as follows:

1. The daily maintenance and supervision of the growing spaces is iGROculture' responsibility.
2. There will be a team of supervisors and workers looking after the daily farming activities such as land preparation, sowing/planting, weeding, irrigation, pest control, fertilizing, harvesting etc.
3. iGROculture will ensure selection and planting of appropriate crops, pest management and pest control mechanisms, proper irrigation and fertilization of crops, as well as timely harvest of produce.

4. The food will be grown with almost no chemical inputs, using principles of natural/organic farming. iGROculture shall use natural farming techniques like mulching, companion planting, crop rotation, perennial crops etc – to make sure that the food grown is natural, safe and wholesome.
5. iGROculture will practice due diligence in carrying out its duties as per this agreement, however due to the inherent risks of practicing agriculture and due to heavy dependence on factors beyond anyone's control, 100% success is not guaranteed by the **Producer**. Through the practice of organic and natural farming techniques, the risk of crop failure is reduced, however there is a possibility that some crops will fail. iGROculture cannot remove that risk but will try to manage the risk, to the best of its capability, for the buyer.
6. iGROculture may start delivery of the harvest at the buyer's chosen fixed delivery location for a fixed number of times per month. The delivery shall be separately chargeable and the commercials shall be discussed and shared at an appropriate time.

ROLES & RESPONSIBILITIES OF THE BUYER

1. To ensure that our team is available to assist the buyer during their visits to the Sub-farm, we request that the buyer informs of their visit with sufficient notice via Email or WhatsApp.
2. The buyer will not carry out any other commercial or trading activity on the Sub-farm plot allotted to them and anywhere else on the premises.
3. The buyer will also not carry out any anti-social activities at the premises. Any misuse of the property by the buyer or any of their accompanied persons (eg: consumption of alcohol, parties, bathing, etc.) is strictly prohibited and will result in immediate cancellation of the agreement without any refunds.
4. Any use of chemical fertilizers or pesticides on any part of the Sub-farm by the buyer is strictly prohibited, but if situation demands so then the buyer can be allowed to do so after consultation & approval from the Producer. Non information of the same will result in immediate cancellation of the agreement without any refunds.
5. Any products (soil enhancers, fertilizers, pesticides and seeds) that the buyer wants to use on their Sub-farm will require prior written permission from iGROculture designated consultant.
6. The buyer agrees to adhere to the guidelines (See: Appendix D) in process and spirit for a healthy mutual relationship.

DURATION OF AGREEMENT

The duration of this Agreement shall be max 11 months or as per the arrangement in Appendix A whichever is minimum. The Buyer shall hand over the vacant premises on the last day as per the agreement. The renewal may be considered on the revised ongoing terms of the latest agreement.

In case of the agreement being less than 11 months, the same shall continue in full force and effect on a growing season basis if written notice of continuation is given and agreed upon at least sixty (60) days prior to the expiration of each agreement term. This means that full payment for the next growing season would need to be made on or before Sept 30th, and March 31st each year.

PAYMENT TERMS

Refer Appendix A for the total amount payable for the term for leasing the sub-farm.

A refundable deposit will be payable at the beginning of the term. The amount would be refunded after the expiry of term period without interest.

OTHER POINTS

1. Planting can be done as per the seasonal list provided for each month (See Appendix C). The onus of plantation shall rest on the buyer at their own cost. They can also procure the saplings or the seeds from iGROculture nursery. If however, the buyer, wants the Producer to plant on their behalf, the cost shall be invoiced to the buyer at the end of growing season.
2. The payment amount includes only the manure and fertilizers as given in Appendix A. It does not include bio-fertilizers and bio-pesticides that may be required in case of extreme pest infestation and/or an adverse growing situation. The same can be purchased directly by the buyer or by iGROculture, in which case an invoice will be raised at the end of growing season. iGROculture shall provide guidance when/if such a case arises. (See Appendix B)
3. Workshops or Events conducted by iGROculture – at the community farm or elsewhere, will be separately chargeable for the buyer and are not included in the term amount.
4. The producer retains the right to revise any charges or fees at the end of each growing season, as it may deem appropriate, with due intimation to the buyer.
5. Minimum lock-in period is Six (6) months.
6. In the event that buyer wishes to terminate this agreement for whatever reason, no portion of any payments of any kind whatsoever previously provided hereunder shall be owed or be repayable or refunded to buyer, except for the security deposit.
7. The possession of the Land shall at all times remain with the Producer (Owner/s of the Land). The Buyer has no right whatsoever to create any third party right on the said Land.
8. The right to use the Land shall at all times remain with the Producer/ iGROculture. The Buyer has no right whatsoever to use the Land, except for visiting sub-farm(s) for sowing, harvesting or inspection.

EFFECT OF INVALID PROVISIONS

The invalidity or unenforceability of any clause or provision of this agreement shall not affect the remaining clauses and provisions hereof, and each clause or provision of this agreement shall remain valid and subject to execution to the fullest extent allowed by law; in such case, the Parties agree to negotiate in good faith to in order to finalise a valid and effectiveness clause(s) of analogous or equivalent content.

ARBITRATION

Any controversy, dispute or claim arising out of or relating to this agreement (including the Annexes thereto) between the Parties, including but not limited to the existence, validity, interpretation and/or application of this agreement, upon failure of the parties to amicably settle any such dispute between themselves, shall be definitely and exclusively settled by binding arbitration (without recourse to any Court until a final award has been rendered) under a Sole Arbitrator. Place of arbitration shall be Noida, India. The language to be used in the arbitral proceedings shall be English. The decision of the arbitrator shall be final, un-appealable and fully binding on the parties, which hereby agree to spontaneously execute any such decision or award. In default of any such execution, judgment upon any award rendered by the arbitrator may be entered in any Court having jurisdiction there over.

ABOUT IGRO CULTURE

iGROculture creates spaces to grow food and strengthen community. We strive to provide knowledge towards sustainable ecological balance and healthy living. Unto the same we conduct workshops host expert talks, provide platform to exchange best farming practices to the urban elite. We also make and sell chemical-free potting mixes, khaad, insecticide and

other fun stuff to support home and farmhouse gardeners. This is to develop urban agriculture as a model in the cities to ensure urban food security. This also ensures nutritional security and access to safe, clean and fresh food for urban dwellers. We also focus on to address concerns of urban ecological sustainability through systemising waste management, composting, grey and black water management.

We also focus on educating and developing interest of children, as our future generation, into eating and living healthy. We conduct workshops and school trips for them to learn about nature and knowing the lifecycle of organic food. It also gives them a chance to consume healthy in a fun way.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date: here in above first set forth.

Noida, India

Date:

Producer

For iGROculture



Ms./Mr.

Authorised Signatory

APPENDIX A

The Buyer agrees to purchase the organic produce from Sub-farm for an agreed amount and period as mentioned below:

1. Buyer Name:
2. Number of Sub-farms:
3. Sub-farm Plot Size/s:
4. Sub-farm identification number/s:
5. Agreement Type: New Sub-farm / Renewal
6. Duration (no. of months):
7. From:
8. To:
9. Lease End date:
10. Amount: INR:
11. Security Deposit: INR

**Producer
For iGROculture**


Authorised Signatory **An Organic Initiative...**

Buyer

Ms./Mr.
Authorised Signatory

APPENDIX B

1. Panchgavya – Every 2 weeks
2. Jivamrit – Every 3 weeks
3. Wild plants pest control spray – Every 2 weeks
4. Decomposer from NCOF – Every 4 weeks
5. Farm Yard Manure (FYM) – Every 4 months



APPENDIX C

Sub-farms Planting List by Month

VEGETABLE PLANTATION CALENDER-NOIDA																	
ZAID						KHARIF						RABI					
FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY						
BABY CORN	ARBI	BABY CORN	BABY CORN	BABY CORN	BABY CORN	BABY CORN	BABY CORN	BEEF ROOT	BATHUA	BATHUA	BATHUA						
BEEF ROOT	BABY CORN	BASIL	BASIL	BASIL	BASIL	BASIL	BASIL	BROCOLLI	BROCOLLI	BROCOLLI	BEEF ROOT						
BHINDI	BASIL	BHINDI	BHINDI	BHINDI	BHINDI	BHINDI	BHINDI	CABBAGE	CABBAGE	CABBAGE	CARROT(ORANGE)						
BOTTLE GOURD	BHINDI	BRINJAL(CHU CHU)	BRINJAL(CHU CHU)	BRINJAL(CHU CHU)	BRINJAL(CHU CHU)	BRINJAL(CHU CHU)	BRINJAL(CHU CHU)	CARROT(ORANGE)	CARROT(ORANGE)	CARROT(ORANGE)	CHHAPAN TINDA						
BOTTLE GOURD(LONG)	BITTER GOURD	BITTER GOURD	BRINJAL(GREEN)	BRINJAL(GREEN)	BRINJAL(GREEN)	BITTER GOURD	BITTER GOURD	CARROT(RED)	CARROT(RED)	CARROT(RED)	FENNEL						
BOTTLE	BOTTLE GOURD(LONG)	BOTTLE GOURD(LONG)	BRINJAL(LONG)	BRINJAL(LONG)	BOTTLE GOURD(LONG)	BOTTLE GOURD(LONG)	BOTTLE GOURD(LONG)	CAULIFLOWER	CAULIFLOWER	CAULIFLOWER	FENUGREEK						
GOURD(ROUND)	BOTTLE GOURD(ROUND)	BOTTLE GOURD(ROUND)	BRINJAL(SMALL ROUND)	BRINJAL(SMALL ROUND)	BOTTLE GOURD(ROUND)	BOTTLE GOURD(ROUND)	BOTTLE GOURD(ROUND)	CELERY	CELERY	CELERY	KASURI METHI						
BRINJAL(CHU CHU)	BRINJAL(CHU CHU)	BRINJAL(CHU CHU)	BRINJAL(WHITE)	BRINJAL(WHITE)	BRINJAL(CHU CHU)	BRINJAL(CHU CHU)	BRINJAL(CHU CHU)	CHERRY TOMATO	CHERRY TOMATO	CHERRY TOMATO	LETTUCE(GREEN)						
BRINJAL(GREEN)	BRINJAL(GREEN)	BRINJAL(GREEN)	CHILLI THICK	CHILLI THICK	BRINJAL(GREEN)	BRINJAL(GREEN)	BRINJAL(GREEN)	CORIANDE	CORIANDE	CORIANDE	LETTUCE(RED)						
BRINJAL(SMALL ROUND)	BRINJAL(LONG)	BRINJAL(LONG)	CHILLI THIN, LONG	CHILLI THIN, LONG	BRINJAL(LONG)	BRINJAL(LONG)	BRINJAL(LONG)	DILL	DILL	DILL	RADDISH(RED)						
BRINJAL(WHITE)	BRINJAL(SMALL ROUND)	BRINJAL(SMALL ROUND)	CHILLI THIN, SHORT	CHILLI THIN, SHORT	BRINJAL(SMALL ROUND)	BRINJAL(SMALL ROUND)	BRINJAL(SMALL ROUND)	FENNEL	FENNEL	FENNEL	RADDISH(WHITE)						
CHAPPAN TINDA	BRINJAL(WHITE)	BRINJAL(WHITE)	DESI CORN	DESI CORN	BRINJAL(WHITE)	BRINJAL(WHITE)	BRINJAL(WHITE)	FENUGREEK	FENUGREEK	FENUGREEK	ROCKET LEAVES						
CHERRY TOMATO	CHILLI THICK	CHILLI THICK	GREEN AMARANTH	GREEN AMARANTH	CHILLI THICK	CHILLI THICK	CHILLI THICK	FRENCH BEANS	FRENCH BEANS	FRENCH BEANS	SPINACH						
CHILLI(THICK)	CHILLI THIN, LONG	CHILLI THIN, LONG	GVAR FALI	GVAR FALI	CHILLI THIN, LONG	CHILLI THIN, LONG	CHILLI THIN, LONG	GARLIC	GARLIC	GARLIC	SPRING GARLIC						
CHILLI(THIN, LONG)	CHILLI THIN, SHORT	CHILLI THIN, SHORT	HALDI	HALDI	CHILLI THIN, SHORT	CHILLI THIN, SHORT	CHILLI THIN, SHORT	KASURI METHI	KASURI METHI	KASURI METHI	LETTUCE(GREEN)						
CHILLI(THIN, SHORT)	DESI CORN	DESI CORN	LOBIA FALI	LOBIA FALI	DESI CORN	DESI CORN	DESI CORN	KOHLRABI	KOHLRABI	KOHLRABI	LETTUCE(RED)						
CORIANDE	GREEN AMARANTH	GREEN AMARANTH	MINT	MINT	GREEN AMARANTH	GREEN AMARANTH	GREEN AMARANTH	LETTUCE(GREEN)	LETTUCE(GREEN)	LETTUCE(GREEN)	MUSTARD						
CUCUMBER	GREEN AMARANTH	GREEN AMARANTH	PURSLANE	SEMIFALI	GVAR FALI	GVAR FALI	GVAR FALI	LETTUCE(RED)	LETTUCE(RED)	LETTUCE(RED)	PAK CHOY						
	GREEN CAPSICUM	GVAR FALI	RED AMARANTH	RED AMARANTH	HALDI	AMARANTH	AMARANTH	MUSTARD	MUSTARD	MUSTARD	PARSLEY						
FENUGREEK	GREEN MALABAR SPINACH	LOBIA FALI	SWEET CORN	SWEET CORN	LOBIA FALI	GVAR FALI	GVAR FALI	PAK CHOY	PAK CHOY	PAK CHOY	RADDISH(RED)						
FRENCH BEANS	GVAR FALI	MINT			MINT	LOBIA FALI	LOBIA FALI	PARSLEY	PARSLEY	PARSLEY	RADDISH(WHITE)						
GREEN CAPSICUM	KAKRI	PUMPKIN	PUMPKIN	PUMPKIN	PUMPKIN	PUMPKIN	PUMPKIN	PEAS	PEAS	PEAS	ROCKET LEAVES						
KAKRI	LOBIA FALI	PURSLANE	PURSLANE	PURSLANE	RED AMARANTH	RED AMARANTH	PUMPKIN	POTATO	POTATO	POTATO	SINGRI						
LETTUCE(GREEN)	ORANGE CARROT	RED AMARANTH	RED AMARANTH	RED AMARANTH	RIDGE GOURD	RED AMARANTH	RED AMARANTH	RADDISH(RED)	RADDISH(RED)	RADDISH(RED)	SPINACH						
LETTUCE(RED)	PUMPKIN	RIDGE GOURD	RED MALABAR SPINACH	RED MALABAR SPINACH	SEMIFALI	RIDGE GOURD	RIDGE GOURD	RADDISH(WHITE)	RADDISH(WHITE)	RADDISH(WHITE)	SPRING ONIONS						
LOBIA FALI	PURSLANE	SNAKE GOURD	SNAKE GOURD	SNAKE GOURD	SNAKE GOURD	SNAKE GOURD	SNAKE GOURD	ROCKET LEAVES	ROCKET LEAVES	ROCKET LEAVES	TOMATO(DES)						
MINT	RED AMARANTH	SPONGE GOURD	SPONGE GOURD	SPONGE GOURD	SWEET CORN	SPINACH	SPINACH	SINGRI	SINGRI	SINGRI	TOMATO(ROMA OVAL)						
ORANGE CARROT	RED MALABAR SPINACH	SWEET CORN	SWEET CORN	SWEET CORN	SWEET POTATO	SPONGE GOURD	SPONGE GOURD	SPINACH	SPINACH	SPINACH	TURNIP						
PUMPKIN	RIDGE GOURD	WATER SPINACH	WATER SPINACH	WATER SPINACH	SWEET CORN	SPONGE GOURD	SPONGE GOURD	SPRING ONIONS	SPRING ONIONS	SPRING ONIONS							
RED RADDISH	SNAKE GOURD	SPINACH	SPINACH	SPINACH	SWEET POTATO	SWEET CORN	SWEET CORN	TOMATO(DES)	TOMATO(DES)	TOMATO(DES)							
ROCKET LEAVES	SPONGE GOURD	SPINACH	SPINACH	SPINACH				TOMATO(ROMA OVAL)	TOMATO(ROMA OVAL)	TOMATO(ROMA OVAL)							
SNAKE GOURD	SPRING ONIONS	SPRING ONIONS	SPRING ONIONS	SPRING ONIONS				TURNIP	TURNIP	TURNIP							
SPINACH	SWEET CORN	SWEET CORN	SWEET CORN	SWEET CORN													
SPONGE GOURD	TINDA	TINDA	TINDA	TINDA													
SPRING GARLIC	TOMATO(DES)	TOMATO(DES)	TOMATO(DES)	TOMATO(DES)													
SPRING ONIONS	TOMATO(ROMA OVAL)	TOMATO(ROMA OVAL)	TOMATO(ROMA OVAL)	TOMATO(ROMA OVAL)													
SWEET CORN	WATER SPINACH	WATER SPINACH	WATER SPINACH	WATER SPINACH													
TINDA	WATERMELON	WATERMELON	WATERMELON	WATERMELON													
TOMATO(DES)																	
TOMATO(ROMA OVAL)																	
WATERMELON																	

Farm Guidelines

iGROculture aims to give its urban farmers (u-farmers, hereafter) a chance to grow their own food and re-establish a connection to nature severed by modern life. This will be a community of city folk who can spend a leisurely weekends with their families, working on their plots, enjoying the outdoors, and exchanging notes with fellow u-farmers. However, U-farmers need to consider certain codes of conduct when visiting the farm with family and friends to ensure that their fellows and locals are at ease.

We highly recommended you to visit your farm as often as possible and harvest your plant beds and veggies, mostly because –

1. You can oversee your sub-farms and personally supervise it along with our farm team.
2. You are updated of growing status of your natural/organic produce on the sub-farm.
3. You can pick, choose and harvest veggies at the ripeness level you prefer.
4. You can choose to harvest and share or trade the surplus with fellow u-farmers.
5. Spending time with mother-nature along with your family and friends is refreshing.

Code of conduct and farm rules:

1. Our farms are plastic free zones, so any plastic item brought with you is requested to be taken back with you.
2. Our farms are liquor free zones. No drinking is allowed.
3. Loud Music or parties disturb the serenity of the place and the cultural sensitivities of the local and hence is not allowed.
4. Avoid any unrequired intermingling with the locals and their families as it may disturb their accepted norms in a culturally sensitive environment.
5. Our common areas are still in growing process, so there will be nothing to harvest from any other area other than your sub-farm. Kindly respect growing areas from trespassing.
6. Do not trespass into other sub-farms that you don't own. The same applies to others for your farms. Respect boundaries.
7. For self-harvesting visits by you, our team of farmers can initially guide you how to do it. However, if you are not sure of the techniques of harvesting then we advise you to not harvest. Our farmers will help you harvest the crop.
8. In case there are many u-farmers visiting for self-harvesting, then please be patient for guidance by our farmers.
9. Avoid putting your hands into or stepping onto heaps of dry leaves, puddles, holes or uncertain grounds. There is usually a probability of snakes resting there. In case you get bitten by one, rush to the hospital immediately.

First Aid Box: We have a bare minimum first aid box with cotton, antiseptic, paracetamol and oral rehydration salts. Please bring any other medication that you use for your specific needs.

Our farm team is permanently stationed at the project location, but it is advisable to schedule a prior visit with our team in case our team is unavailable doing time-based tasks or busy harvesting. We will ensure someone is there to personally assist you. You are

however, advised to **visit it between 7 am to 5 pm on all days** – our team may not always be able to assist you.

Checklist of things to consider when coming to the farm:

1. Water bottle so you don't need to come to the office area to drink each time
2. Clothes – Just casual wear ones that you won't feel bad about if they get awfully dirty. Long sleeves and pants are advised to prevent sun-burn and mosquito bites
3. Wear solid footwear
4. A hat, scarf or cap, sunscreen
5. Mosquito repellent
6. A rain jacket (or umbrella)
7. Carry 1-2 big bags to carry harvested veggies
8. Gloves, knives and scissors to use as harvesting tools (there may not be enough at the farm in case they are being used by our team or fellow u-farmers).
9. Plenty of enthusiasm, eagerness to farm on your own sub-farm and tons of smiles
10. We are still setting up the organic café area there, so if you wish you can carry snacks for yourself.

Wish you awesome farming and a healthy life. 😊

