

FORM XIV

[See Rule 57-A(4)]

Contract Farming Agreement

This Agreement is made and entered into on
(day) of(month)(year)
between the following parties :

(1) Party of the First Part : (Contract farming producer i.e. farmer) or group of farmers :

Name/ Names :
Address :

Which here in after shall, in this agreement, be addressed to as First Party(which expression unless repugnant to the context or meaning there of shall mean and include his/their successors and assigns also)

(2) Party of the Second Part : (contract farming buyer i.e. Individual/Partnership firm/Company/Trust/Co-operative Societies/HUF/NGO etc.)

Name/ Names :
Address :

Which here in after shall, in this agreement, be addressed to as Second Party(which expression unless repugnant to the context or meaning there of shall mean and include its successors, executors, administrators and assigns also)

Whereas the first party is the proprietor ofhectares of land bearing survey no. at village tehsil..... district..... and he/they are interested in producing(agriculture produce) for the second party; and

Whereas the second party is interested in the purchase of the agriculture produce to be produced as per the Schedule to this agreement and the first party agrees to produce the agricultural produce as per the Schedule.

Now in the presence of witnesses it is hereby agreed by and between the parties as follows :-

1. The Second party hereby agrees to provide the services to the first party during the period of cultivation and post-harvest management the particulars of which are as under:
 - 1.
 - 2.
 - 3.
 - 4.
2. The second party shall pay the market fee as mentioned in the Schedule to the market committee when the first party delivers the produce to the second party. The market committee shall collect the market fee as per the Schedule from the second party.
3. The first party agrees to cultivate, produce and deliver the agricultural produce mentioned in the schedule to the second party agrees to buy the same from the first party as per the quality, and at the price of the items as mentioned in the schedule.
4. The agricultural produce, the particular of which is/are mentioned in the schedule hereto, will be supplied by the first party to the second party between (dates) of (Month) of the year.....

5. It is expressly agreed between the parties hereto that this agreement is for agricultural produce particulars of which are described in the schedule hereto and for a period of.....(month/year) and after the expiration of the said period, this agreement shall come to an end automatically.
6. In the event the second party refuses or fails to take the delivery of the contracted produce for his own reasons, the party of the first party will be free to sell the produce in the regulated market and if the price received is lower than the contracted prices, the second party shall pay the amount of difference to the first party within 15 days period from the date of claim of the amount of difference.
7. It is expressly agreed by and between

| Date | Deliver Point |
|------|---------------|
| | |

8. It is further agreed that it shall be the responsibility of the second party to take delivery of the contracted produce at the delivery point upon when it is offered for delivery and if he fails to take the delivery within three days period, the party of the first part shall be free to sell the contracted agriculture produce in the regulated market. The difference of contracted amount and the sale produce shall be payable by the second party to the first party.
9. It is further agreed that to maintain the quality of the produce in transit shall be the responsibility of the second party and the first party shall not be liable for the same.
10. The second party shall pay to the first party, the price mentioned in the Schedule on delivery of the contracted agricultural produce to the second party after deducting the outstanding advances, if any, given to the first party by the second party. The date, mode and place of payment shall be as follows :-

| Date | Mode of payment | Place of payment |
|------|-----------------|------------------|
| | | |

11. When the agricultural produce is harvested and delivered to the second party, the market fee shall be paid by the second party to the market committee as per the provisions of the act and rules/bye-laws made there under.
12. The second party agrees to have regular interactions with the contract farming produce during the period of the contract. The second party or its representatives shall have the right to enter the fields of the first party at its own cost to monitor farming practices agreed to be adopted.
13. The second party agrees to insure within 15 days of the registration of this agreement the contracted produces mentioned in Schedule here to if the insurance for such produce or crop is available for the period of against the risk of losses to the crop due to natural calamities namely abnormal weather conditions, floods, drought hailstorm cyclones, earth quakes, fire or other catastrophes or war etc. which may prevent the fulfillment of the obligation of the contract farming producer totally or partially.
14. The second party shall not claim the damages or losses from the first party in the event of the crop of contracted produce is damaged by the natural calamities as mentioned here in above.
15. The second party shall have no rights whatsoever as to the title, ownership, possession of

the land of the first party nor shall, if dispossess the first party from the land nor mortgage, lease, sublease or transfer the land of the first party in any way to any other person/institution during the continuation of this agreement.

16. Modification, dissolution, termination, cancellation of the contract will be with the mutual consent of the parties. Such modification, dissolution, termination or cancellation of the agreement will be communicated to the registry authority within 15 days of such modification, dissolution, termination or cancellation.
17. The second party here by agrees that it shall present the original copy of this agreement to the market committee.
18. If any dispute arises between the parties here to as to the rights and obligations under this agreement or as to any claim, monetary or otherwise, of one party against the other or as to the interpretation and effect of any clause, terms or conditions of this agreement, such dispute shall be referred to the market committee or any other forum, which may be mutually agreed to between the parties, the market committee or the forum there upon will resolve the dispute within 15 days.
19. Change of address of any of the parties, party to this agreement shall be intimated to the other party and to the Registering authority within 7 days.
20. Both parties here to will act in good faith, diligently and honestly with each other in the performance of their responsibilities under this agreement and nothing will be done by a party to jeopardize the interest of the other.
21. Both parties shall abide by all the provisions of the Rajasthan Agricultural produce Market Act and rules/bye-laws made there under and directions issued in this regard by the State Government from time to time.

In witness where of the parties have signed this agreement on the
(day) of(month)year.

SCHEDULE

| S.No | Khasra No. | Area of land | Name of Agriculture | Quantity of Agriculture | Specification of the produce | Price of the agricultural produce | Market fee |
|------|------------|--------------|---------------------|-------------------------|------------------------------|-----------------------------------|------------|
| | | | | | | | |

Quantity may vary by 10% on either side

Signed and sealed by the First Party

1. In the presence of)
2.)

Signed and sealed by the First Party

1. In the presence of)
2.)