

PINEAPPLE PURCHASE AGREEMENT

THIS AGREEMENT made on this the _____ day of November 2009, at (Place) between (Company) represented by (NAME) hereinafter referred to as the "BUYER" of the first part AND (NAME), S/o. (NAME), aged XX years, residing at _____ hereinafter referred to as "SELLER" of the other part.

WHEREAS the Sellers have offered to supply to the Buyer and the Buyer has agreed to purchase the fresh ripe pineapples from the Seller on a regular basis on the following terms and conditions.

NOW THIS DEED WITNESSES AS FOLLOWS :-

1. The Sellers have agreed to supply the entire quantity of pineapple produced from the XXXX.XX Ha of land at _____ Estate exclusively to the Buyer.
2. The Buyer shall have the right to reject the pineapples if the quality of the same is not to the satisfaction of the Buyer and only the pineapples that are so rejected could be sold by the Seller to any other party.
3. The terms and conditions of this agreement shall be valid until June 30, 2012 and may be extended on mutual agreement until September 30, 2013.
4. The purchase price of the pineapple will be determined by the prevailing Vazhakulam market price as published on a day to day basis in newspapers.
5. This rate will be the price inclusive of the charges incurred by the Seller for loading the pineapples on to the designated vehicle of the Buyer and applicable freight charges to Vazhakulam market.
6. The quantity that is proposed to be harvested by the Seller for the next day will be informed to the designated representative of the Buyer on the morning before 12 Noon on the previous day.
7. The Buyer agrees to settle the purchase price due to the Seller within 21 days of lifting of the consignment of pineapple by the Buyer.

8. Payment will be made on a weekly basis on every Friday for a 7 day period.
9. The Buyer shall review this agreement at the end of the first twelve months period. Further, the Buyer will continue with the operations for the remaining period of this Agreement, only if the Buyer is fully satisfied with the arrangement . However, the Buyer is at liberty to terminate this Agreement forthwith even after the twelve month period and on such termination, the Seller shall not be entitled to claim any damages from the Buyer and shall settle the accounts without raising any objections whatsoever.
10. The jurisdiction for litigation shall be vested with the Courts in Cochin in the event of any dispute or difference regarding the terms of this agreement. It is hereby clarified that no courts other than the Courts in Cochin shall have jurisdiction to try any such litigation.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first above written.

BUYER

SELLER

WITNESSES:- 1.

2.