

MANUFACTURER CONDITIONAL LETTER OF INTENT

(On Company Letterhead Only)

Date: ___ / ___ / 20___

To,

Marvello Origin Works Limited

Registered Office: Karanja (Lad), Washim, Maharashtra State, 444 105

Subject: Conditional Letter of Intent for Participation in Proposed Marvello Multi-Brand Retail Showroom

Dear Sir/Madam,

We, _____,

having our registered office at _____,

("Manufacturer"), hereby express our **conditional interest and intent** to participate as a manufacturer / brand partner in a proposed **multi-brand retail showroom** to be developed and operated by **Marvello Origin Works Limited** ("Marvello").

1. NATURE OF THIS LOI

1.1 This Letter of Intent ("LOI") is **conditional, non-binding, and indicative** in nature and is issued solely to record our interest, subject to the conditions mentioned herein.

1.2 This LOI does **not** constitute a contract, investment, lease, partnership, or financial obligation at this stage.

2. PROPOSED PARTICIPATION DETAILS

2.1 We express interest to participate with the following indicative requirements:

- Product Category: _____
- Tentative Rack / Display Requirement: _____
- Estimated Monthly Participation / Rack Consideration: ₹ _____

2.2 Final allocation, layout, commercial terms, and rack positioning shall be mutually finalized at a later stage.

3. KEY BUSINESS SECURITY CONDITION (IMPORTANT)

3.1 We acknowledge and agree that **Marvello shall proceed with execution of the property lease only after:**

- All required manufacturers for the particular showroom are successfully onboarded **OR**
- All available racks / display spaces for the proposed showroom are fully confirmed and allocated.

3.2 We understand that this condition is essential for:

- Commercial viability of the showroom
- Long-term operational sustainability
- Risk protection for all participating manufacturers

4. CONDITIONS PRECEDENT

This LOI is strictly subject to the following conditions being fulfilled:

- a) Identification and confirmation of a suitable commercial property
- b) Execution of a **Conditional Property Lock-In Agreement (PLA)** between the property owner and Marvello
- c) Execution of a **Tri-Party Pre-Agreement** between the property owner, Marvello, and participating manufacturers
- d) Successful onboarding of all required manufacturers / rack confirmations for the showroom
- e) Execution of a **registered Lease Deed** in favor of Marvello
- f) Execution of a final Manufacturer Agreement with Marvello

Until the above conditions are satisfied, **no legal or financial obligation shall arise** on either party.

5. MANUFACTURER COMMITMENT DEPOSIT (MCD)

5.1 Upon fulfillment of the above conditions, we agree in principle to arrange a **Manufacturer Commitment Deposit (MCD)** for the project.

5.2 The MCD shall:

- Be transferred **only after execution of the Tri-Party Pre-Agreement**
- Be deposited into a **bank-controlled escrow / designated project account**
- Remain locked and unused until execution of the registered Lease Deed

5.3 In the event the Lease Deed is not executed within the agreed timeline, the MCD shall be **fully refundable without deduction**.

6. NO LEASE / NO POSSESSION / NO INVESTMENT

6.1 This LOI does not:

- Grant possession or usage rights
- Create tenancy, license, or lease
- Constitute any investment, partnership, or joint venture
- Transfer any interest in immovable property

6.2 Any rights or obligations shall arise only upon execution of definitive agreements.

7. VALIDITY

This LOI shall remain valid for a period of **days** from the date of signing, unless extended mutually in writing.

8. CONFIDENTIALITY

All information, commercial terms, and discussions under this LOI shall be treated as confidential unless disclosure is required by law.

9. GOVERNING LAW & JURISDICTION

This LOI shall be governed by and construed in accordance with the laws of India.
Courts at _____ shall have exclusive jurisdiction.

10. ACKNOWLEDGEMENT & GOOD FAITH

This LOI is issued in good faith to enable Marvello to aggregate manufacturers, secure property lock-in, and structure the proposed showroom in a commercially viable and risk-controlled manner.

For Manufacturer

Company Name: _____

Authorized Signatory: _____

Designation: _____

Signature & Seal: _____

Acknowledged by

For Marvello Origin Works Limited

Authorized Signatory

Name: _____

Signature & Seal: _____