

TRI-PARTY PRE-AGREEMENT
(Conditional Understanding & Acknowledgement)
(On Stamp Paper)

This Tri-Party Pre-Agreement (“Agreement”) is executed on this ____ day of _____ 20__ at _____.

BETWEEN

1. Property Owner

Name: _____

Address: _____

PAN: _____

(Hereinafter referred to as the “Owner”, which expression shall include successors and permitted assigns)

2. Marvello Origin Works Limited

CIN: **U47890MH2025PLC451994**

Registered Office: Poha, Karanja Lad, Washim, Maharashtra State, 444105

(Hereinafter referred to as “**Marvello**”, which expression shall include successors and permitted assigns)

3. Participating Manufacturer(s)

As detailed in **Annexure-A**

(Hereinafter collectively referred to as the “**Manufacturers**”)

The Owner, Marvello, and the Manufacturers are hereinafter collectively referred to as the “**Parties**”.

1. PURPOSE OF THIS AGREEMENT

1.1 This Agreement records the **mutual, conditional, and preliminary understanding** among the Parties for the proposed establishment and operation of a **multi-brand retail showroom** at the Property owned by the Owner and proposed to be leased to Marvello.

1.2 This Agreement is executed **solely to align intent, sequencing, and risk allocation** prior to execution of definitive agreements.

1.3 This Agreement **does not create any tenancy, lease, license, possession, or transfer of interest** in the Property.

2. PROPERTY DETAILS

The Owner is the lawful owner of the commercial premises located at:

Address: _____

Approximate Carpet Area: _____ sq. ft.

(Hereinafter referred to as the “**Property**”)

3. ROLE & OBLIGATIONS OF THE OWNER

3.1 The Owner confirms that:

- The Property is legally owned by the Owner
- The Property is free from encumbrances affecting leasing rights
- The Owner has the authority to lease the Property

3.2 The Owner agrees to **conditionally reserve / lock** the Property for Marvello for a period of _____ days (“Lock-In Period”), subject to conditions herein.

3.3 The Owner agrees to execute a **registered Lease Deed** in favor of Marvello upon satisfaction of all conditions precedent.

3.4 The Owner acknowledges that:

- Manufacturer funds may be arranged through escrow
- Such funds shall be released to the Owner **only upon execution and registration of the Lease Deed**

3.5 The Owner shall not demand or accept any deposit, rent, or consideration **prior to lease execution**, except as expressly agreed.

4. ROLE & OBLIGATIONS OF MARVELLO

4.1 Marvello shall act as the **aggregator, operator, and manager** of the proposed retail showroom.

4.2 Marvello's responsibilities include:

- Aggregation of manufacturers
- Finalization of rack allocation
- Coordination of lease execution
- Interior, rack, and operational management

4.3 Marvello shall proceed with execution of the Lease Deed **only after**:

- All required manufacturers are onboarded **or**
- All racks / display spaces for the showroom are fully confirmed

4.4 Marvello shall not take possession of the Property prior to lease execution.

5. ROLE & OBLIGATIONS OF MANUFACTURERS

5.1 The Manufacturers confirm their **conditional intent** to participate in the proposed showroom.

5.2 The Manufacturers agree that their participation is subject to:

- Property lock-in
- Full manufacturer / rack confirmation
- Lease execution in Marvello's name

5.3 The Manufacturers agree to arrange a **Manufacturer Commitment Deposit (MCD)** subject to conditions herein.

6. MANUFACTURER COMMITMENT DEPOSIT (MCD)

6.1 The MCD shall be:

- Deposited into a **bank-controlled escrow / designated project account**
- Project-specific and ring-fenced
- Not accessible to Marvello prior to lease execution

6.2 The MCD shall be released **only after**:

- Execution and registration of the Lease Deed
- Submission of required documents to the escrow bank

6.3 In case the Lease Deed is not executed within ____ days:

- The MCD shall be **fully refunded** to the Manufacturers without deduction.

7. CONDITIONS PRECEDENT

This Agreement is subject to the fulfillment of all the following:

- a) Execution of Property Lock-In Agreement between Owner and Marvello
- b) Onboarding of all required manufacturers / rack confirmations
- c) Availability of MCD in escrow
- d) Execution of registered Lease Deed in favor of Marvello

Until these are fulfilled, **no enforceable rights or liabilities shall arise.**

8. PAYMENT & ESCROW ACKNOWLEDGEMENT

8.1 The Owner acknowledges and agrees that:

- Security deposit and advance rent shall be released through escrow
- Release shall occur on the **same day or next banking working day** after lease registration

8.2 The Parties agree that escrow release shall be **purpose-specific**, including:

- Property security deposit
- Advance rent
- Approved vendor payments

9. NO LEASE / NO POSSESSION CLAUSE (CRITICAL)

9.1 Nothing contained herein shall be construed as:

- Lease
- License
- Tenancy
- Right to use or occupy
- Transfer of interest in immovable property

9.2 Legal possession shall arise **only upon execution of the registered Lease Deed.**

10. TERMINATION

10.1 This Agreement shall automatically terminate upon:

- Execution of Lease Deed, or
- Expiry of Lock-In Period, or
- Mutual written consent

10.2 Termination shall not attract any penalty or damages to any Party.

11. CONFIDENTIALITY

All information, documents, commercial terms, and manufacturer details shall be kept confidential unless disclosure is required by law.

12. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of India.
Courts at _____ shall have exclusive jurisdiction.

13. MISCELLANEOUS

- 13.1 This Agreement requires **stamp duty only** and **does not require registration**.
- 13.2 This Agreement represents conditional intent only.
- 13.3 Annexure-A forms an integral part of this Agreement.

SIGNATURES

For Property Owner

Name: _____

Signature: _____

For Marvello Origin Works Limited

Authorized Signatory

Name: _____

Signature & Company Seal: _____

For Manufacturers
(As per Annexure-A)

Sr No	Company Name	Authorized Signatory/s	Signature with SEAL

