

STRATEGIC WORK ORDER

Authorised Service Associates	
Name of Associate 1 PAN No.- AADHAR NO.- PHONE – EMAIL ID -	Name of Associate 2 PAN No.- AADHAR NO.- PHONE – EMAIL ID -
Name of Associate 3 PAN No.- AADHAR NO.- PHONE – EMAIL ID -	Name of Associate 4 PAN No.- AADHAR NO.- PHONE – EMAIL ID -
Employer's Detail Cathedral Bells Private Limited CIN- U01100PN2021PTC206560. GSTIN- 27AAJCC9499D1Z4	

Order Value Summary

	Currency	Amount
Basic Price	INR	17954780.00
Other Charges	INR	0.00
Taxes (HSN Code- 0601)	INR	0.00
(Exempt from GST as per Notification No. 2/2017-Central Tax (Rate) dated 28.06.2017)		
SEO Order Price	INR	17954780.00

In words, RUPEES ONE CRORE SEVENTY-NINE LAKH FIFTY-FOUR THOUSAND SEVEN HUNDRED AND EIGHTY ONLY

Subject- Issuance of Strategic Work Order for Sales of Plant Seedlings Covering 485.62 Hectares under the Marvello Program

This Work Order outlines the scope, responsibilities, and performance-linked payment structure for the authorized service associate engaged in the sale and promotion of designated plant seedling categories across assigned territories.

References

- i) **Marvello Assignment Code:** SEO/PLANT/2025/000_____
- ii) **Proposal Submission Date:** _____
- iii) **Letter of Intent (LOI) / Engagement Confirmation Date:** _____

Dear Sir,

With reference to the aforementioned subject and the communications exchanged, **Marvello Origin Works Limited** (hereinafter referred to as the "**Company**") is pleased to issue this **Strategic Work Order** to the undersigned **Authorized Service Associate** (hereinafter referred to as the "**Associate**") in accordance with the terms, scope, and performance-based conditions outlined in this document.

This Work Order is issued pursuant to the objectives defined under the Company's national plant seedling distribution and sales initiative, and is governed by the **Terms and Conditions, Scope of Services, Sales**

Targets, Remuneration Structure, and the Rules & Guidelines set forth herein and in all annexures attached or incorporated by reference.

It is expressly agreed that any clause, condition, or term in the Associate's communication, representation, or proposal that is contrary to or inconsistent with the stipulations contained in this Work Order shall be treated as null and void unless explicitly accepted by the Company in writing and made a part of this document.

The execution of services by the Associate shall be strictly bound by the provisions of this Work Order and its supporting documents. Upon acceptance of this Work Order, the Associate acknowledges and agrees that any of their general business terms or representations, whether oral or written, shall be superseded by the contents of this Strategic Work Order.

The **Authorized Service Associate** shall communicate their acceptance of the Work Order and all accompanying documents to **Marvello Origin Works Limited** (hereinafter referred to as the *Company*) within **three (3) calendar days** from the date specified as the '**Work Order Release Date**' indicated herein.

Failure to communicate acceptance within this period shall constitute **automatic and binding acceptance** of all terms, conditions, rules, and obligations stipulated in this Strategic Work Order and its annexures.

The Company and the Associate mutually consent to the use of **electronic communication**, including email, as a valid mode for conveying such acceptance. However, if requested by the Company, the Associate shall provide a **duly signed and stamped physical copy** of this Strategic Work Order, as an official confirmation of agreement to its terms and enforceability.

1.0. SCOPE OF WORK

- 1.1. The Associate shall take full responsibility for executing direct sales of plant seedlings under Marvello's assigned categories (such as white sandalwood, red sandalwood, teakwood, rosewood, mahogany, etc.), within a specified district or zone. The Associate must proactively identify prospective buyers and work to achieve the assigned revenue and quantity-based sales fulfillment.
- 1.2. The Associate shall serve as the primary interface between Marvello and customer segments including individual farmers, agri-entrepreneurs, plantation landowners, trusts, and institutional clients. The Associate is expected to represent the brand with professionalism, ensuring buyers understand the commercial, ecological, and long-term benefits of planting Marvello's certified seedlings.
- 1.3. The Associate must engage in direct ground-level promotion by meeting farmers personally, attending agriculture-related events, organizing one-on-one meetings or group seminars in villages, and leveraging local networks to generate qualified leads. Traditional and digital marketing tools (such as banners, farmer WhatsApp groups, etc.) may also be used with Company consent.
- 1.4. The Associate shall provide prospective customers with accurate, factual information about the plants' origin, clone type (if any), soil suitability, growth patterns, care requirements, and projected maturity period. Where applicable, they must also inform about buy-back options, if offered under a specific agreement, along with the conditions attached.
- 1.5. It shall be the duty of the Associate to prepare and maintain a monthly report of all sales activities carried out, including the number and type of seedlings sold, geolocation of buyers, date of transaction, payment status, and the channel through which each customer was acquired. This report must be submitted in the format prescribed by Marvello.
- 1.6. The Associate must ensure end-to-end documentation for every sale — including customer KYC (PAN, Aadhaar), purchase order/invoice copy, payment confirmation, and post-delivery photo (if applicable) and contract farming agreement. No sales will be considered valid unless supported by complete and verifiable paperwork.

- 1.7. No Authorized Service Associate shall engage in verbal sales or hand-to-hand delivery without the Company's approval. Every sale must go through a centralized booking and dispatch process, and be approved via Marvello's sales coordination desk (in writing or via email).
- 1.8. The Associate is responsible for ensuring that each buyer receives a detailed planting manual, educational video link (if applicable), and verbal training about how to prepare land, spacing methods, pit size, watering schedules, organic support, and seasonal care for optimal survival rate of seedlings.
- 1.9. The Associate must help farmers complete all documentation required for contract farming, where applicable. This includes providing the official contract template supplied by Marvello, assisting the farmer in filling it correctly, attaching required documents (like land ownership proof), and guiding them through notarization and registration at the nearest civil court, sub-registrar office, or tehsildar's office, as per the state's agriculture laws. The Associate shall maintain a photocopy of the registered agreement and submit the digital version to Marvello's legal compliance team.
- 1.10. The Associate must act as the local point of contact for all post-sale support. If a farmer has concerns about delivery delay, documentation, or needs post-plantation guidance, the Associate shall escalate the issue to Marvello and follow up until resolution.
- 1.11. It is mandatory for the Associate to maintain a daily log (manual) of farmers approached, discussions held, visits completed, and objections raised. This log shall serve as a performance audit trail and will be reviewed periodically.
- 1.12. The Associate shall attend scheduled review meetings — whether virtual or physical — held by Marvello to present their weekly/monthly performance, discuss challenges, and co-develop localized solutions for better conversion rates.
- 1.13. Associates must never exaggerate or misrepresent facts about plant survival rates, wood quality, per-acre income, government subsidy applicability, or legal protections unless mentioned in official Company literature.
- 1.14. It shall be the **responsibility of the Associate to independently establish and maintain** a demonstration plantation model farm within their assigned territory, using seedlings provided or approved by Marvello. The Associate must identify a suitable and visible plot of land (owned, leased, or borrowed with permission), carry out the plantation using proper techniques, ensure continuous care and documentation of plant growth, and use the site as a live educational tool for farmers. The Associate shall also organize scheduled farm visits, awareness sessions, and visual demonstrations for prospective buyers and community members to promote confidence in the product and generate leads through experiential proof.
- 1.15. In all cases, the Associate shall secure **100% advance bookings** from customers for the plant seedlings being offered, irrespective of stock availability. No seedlings shall be committed or reserved without full advance payment from the customer. The Associate must inform customers that **seedling stock is received from Marvello only once per month**, and that delivery will be scheduled in line with the monthly dispatch cycle. The Associate is responsible for maintaining a clear booking register, updating customers on expected delivery timelines, and ensuring that all advance bookings are documented and acknowledged by Marvello's operations team prior to processing.
- 1.16. The Associate shall be required to assist in tracking dispatches, coordinating delivery vehicles, guiding them to rural drop points, and ensuring that saplings reach the correct buyer without transit damage.
- 1.17. Whenever Marvello launches new product offerings—including but not limited to organic fertilizers, plantation tools, and combo kits—the Associate shall promote them actively to existing farmers or institutions to increase cross-sell value and deepen customer relationships. Additionally, Marvello has developed its proprietary range of plant-specific agricultural chemicals exclusively for White Sandalwood, Red Sandalwood, Mahogany, and Teakwood. This range includes insecticides, fungicides, herbicides, molluscicides, rodenticides, fertilizers, and plant growth regulators, scientifically formulated to support optimal growth and survival rates of these species.

It is mandatory for all farmers associated with Marvello to use only these officially supplied inputs to ensure consistency in results and plant health. The Associate is responsible for:

- Educating farmers on the importance and usage of these proprietary inputs,
- Demonstrating their application methods during farm visits or training sessions,
- Ensuring compliance with the recommended dosages and usage protocols provided by Marvello,
- Collecting feedback and field observations regarding their effectiveness.

- 1.18. It is the Associate's ethical obligation to report any case of misleading practices, duplication of seedlings, black marketing, or attempts by third parties to misuse Marvello's brand name in the assigned territory.
- 1.19. Associates must never share client details or sensitive sales data with outsiders. Marvello considers all such data its proprietary intellectual property, and breach of this clause may lead to contract termination and legal recourse.
- 1.20. Associates must not represent, promote, or sell plant seedlings or competing plantation products from any other company during the duration of this engagement unless specifically permitted by Marvello in writing.
- 1.21. The Associate is required to raise an invoice to Marvello by the 25th of each month, clearly specifying the total confirmed paid sales with 100% advance, breakup by species, and amount payable. No invoice without sales documentation will be processed for payment.
- 1.22. Every confirmed sale must be followed by professional communication with the farmer that includes delivery updates, next-step instructions, and contact numbers for post-sale support.
- 1.23. Where feasible, the Associate shall provide Marvello with plantation progress photos taken 30–45 days after delivery to support brand credibility and monitoring initiatives.
- 1.24. In case any pest attack, drought condition, or local environmental threat arises affecting seedling viability, the Associate must immediately notify Marvello's operations team for quick action or advisory intervention in writing or via email.
- 1.25. As part of local outreach, the Associate may be asked to conduct or assist in setting up awareness booths at agriculture fairs, government exhibitions, or local temple/community events.
- 1.26. Any activity such as making false commitments about timber buy-back, promising income guarantees, or selling Marvello seedlings in bulk to unauthorized traders will result in strict disciplinary action including permanent disqualification.
- 1.27. If the Associate collects any funds directly from the customer (only if authorized), the amount must be deposited to Marvello's designated account within 24 hours, and proof of payment must be submitted immediately.
- 1.28. The Associate must complete all on boarding formalities, attend Marvello's seedling training programs, and keep up to date with product specifications, pricing updates, and legal documentation formats.
- 1.29. Lastly, the Associate must report to Marvello on regional market intelligence — including policy updates, upcoming government plantation schemes, new buyer behaviours, and price movement of high-value woods — which can help shape future Marvello strategies.

2.0. Effective Date

- 2.1. Effective date shall be date of NTP (Notice to Proceed) from our officer in charge

3.0. Site

As per LOI

4.0. Completion Schedule

- 4.1. The Authorized Service Associate shall perform all duties, responsibilities, and field activities assigned under this Work Order in accordance with the timelines, targets, and phases communicated by Marvello Origin Works Limited from time to time.

- 4.2. The Associate shall be responsible for achieving sales bookings equivalent to the monthly stock allotment, with 100% advance collection from customers, prior to the dispatch of plant seedlings. As the stock shall be received by Marvello only once per calendar month, the Associate must complete the booking cycle and submit verified booking documents within the cut-off timeline for monthly consolidation. Any delay in submission may lead to deferment of delivery to the next cycle.
- 4.3. The Associate shall ensure that all legal documentation required for contract farming (including farmer agreement drafting, registration at the civil court or tehsil, and farmer KYC) is completed within 30 days of each sale, failing which subsequent bookings may be withheld until compliance is ensured.
- 4.4. The Associate must complete mobilization of field operations, including demo farm setup initiation, promotional groundwork, lead generation activity, and coordination readiness, within 7 days from the issuance of this Strategic Work Order, which shall be considered the effective date of commencement.
- 4.5. The full engagement period shall be 36 months (3 years) from the date of issuance of this Work Order, unless terminated earlier as per the conditions stated herein.
- 5.0. **Price**
- 5.1. The total value of this Strategic Work Order shall be ₹1,79,54,780.00 (Rupees One Crore Seventy-Nine Lakh Fifty-Four Thousand Seven Hundred Eighty Only) for the complete execution of works and activities as detailed under the Scope of Work. This value is inclusive of all applicable taxes and duties, except for Goods and Services Tax (GST). However, as per prevailing government regulations, GST on plant seedlings is currently 0%, and therefore no GST shall be levied or collected for the seedling component. GST, if applicable on any other taxable goods or services (such as supportive materials), shall be handled exclusively by Marvello Origin Works Limited as per Clause 6.0.
- 5.2. The total Work Order value has been arrived at based on the approved activity-wise estimate and Bill of Quantities (BOQ), attached as Annexure-I. The actual disbursement will be made progressively against the invoices raised by the Authorized Service Associate upon successful completion of individual activities and submission of required documentation. The scope shall be executed as per actual requirement and verified completion of work.
- 5.3. There are no fixed per-unit commission rates under this Work Order. All payments shall be strictly governed by the activity-based payment schedule defined in Annexure-I, and only upon verification and certification of each completed task or milestone by Marvello's designated officer.
- 5.4. The invoiced amount shall be deemed inclusive of all costs and responsibilities undertaken by the Associate, including but not limited to: sales execution, field mobilization, coordination of plantation activities, transportation support, demo farm establishment, legal facilitation for contract farming, customer handling, farmer awareness efforts, and all incidental expenses. No separate claims shall be entertained for logistics, travel, lodging, manpower, tools, materials, or any other miscellaneous costs.
- 5.5. The Associate confirms that they have fully reviewed and agreed upon the activity-based costing and Work Order structure, and that the total Price of ₹1,79,54,780.00 is deemed sufficient to fulfil all obligations under the agreement, subject to actual task completion and billing.
- 5.6. In the event the cumulative value of completed work approaches or exceeds the total Work Order amount, the Associate shall not proceed further unless a formal amendment or extension of Work Order value is issued by Marvello in writing. Any excess work without such approval shall be treated as unauthorized and non-payable.
- 5.7. Should any future tax exemption, relief, or rebate be introduced by the Government and directly benefit the Associate during the contract period, the equivalent financial advantage must be duly passed on to Marvello through invoice adjustment or credit note.

6.0. **Taxes**

- 6.1. As per current GST regulations, plant seedlings attract 0% GST, and thus, no GST shall be charged on the services rendered by the Authorized Service Associate in connection with the sale of seedlings under this Work Order.
- 6.2. In the event that supportive materials (such as fertilizers, irrigation kits, planting aids, tools, or biological inputs) are provided to farmers or customers under this program, the applicable GST on such items shall be handled entirely by Marvello Origin Works Limited. The Authorized Service Associate shall have no role in charging, collecting, depositing, or filing GST for any part of this engagement.
- 6.3. Marvello shall be solely responsible for:
 - Procuring taxable goods and materials through GST-registered vendors.
 - Raising GST-compliant invoices for such items.
 - Depositing GST with the appropriate government authorities.
 - Maintaining all statutory documentation, returns, and compliance records related to GST.
- 6.4. The Authorized Service Associate, being an unregistered individual under GST law, shall raise GST-exempt invoices only for the services executed under this Work Order. Any invoice submitted with GST components shall be considered invalid and returned without processing.
- 6.5. Marvello shall deduct TDS at applicable rates (e.g., 5% under Section 194M) on service payments made to the Associate and shall issue Form 16A on a quarterly basis. The Associate shall be responsible for their own income tax compliance, but shall bear no responsibility for indirect tax (GST) compliance.
- 6.6. This clause overrides any verbal or written assumption that GST compliance lies with the Associate. All GST obligations—where applicable—shall be exclusively borne by Marvello.

7.0. Payment Terms

- 7.1. 100% of the invoice amount shall be released within 07 (Seven) calendar days from the date of submission of the complete and verified invoice, subject to approval by the designated Marvello Site In-Charge or Regional Officer. All payments shall be made directly to the Associate's registered bank account via NEFT/RTGS after applicable deductions under Income Tax laws.
- 7.2. The Authorized Service Associate shall raise a monthly invoice during the first week of every month, along with the following supporting documents:
 - Detailed Progress Report of work completed
 - List of Activities Executed, along with the respective covered area (if applicable)
 - Line Map or Visual Documentation (for plantations, demo plots, etc.)
 - Photographic Evidence of critical activities (as may be specified by Marvello)
- 7.3. The billable quantity and value may vary each month depending on seasonal field conditions, rainfall patterns, logistics limitations, or region-specific variations in demand and farmer bookings.
- 7.4. In case any part of the work involves delivery or handling of supportive materials (e.g., drip irrigation kits, planting inputs), the invoice must be accompanied by:
 - Material Receipt Challan, if delivered directly by Marvello
 - Delivery Confirmation & Farmer Receipt, if materials were distributed
 - Packing List and Tax Invoice (if applicable and handled by Marvello)
 - Quality Assurance Notes or Photos, if field installation was done
- 7.5. The Company shall release the verified payment after all applicable deductions, including TDS under Section 194M, as per prevailing Income Tax rules. A Form 16A shall be issued quarterly for all such deductions for the Associate's income tax filings.

8.0. Liquidated Damages

- 8.1. In the event of undue delay, negligence, or non-performance in completing any critical activity under the defined Scope of Work — including but not limited to plantation execution,

documentation for contract farming, demo farm establishment, or monthly reporting — Marvello Origin Works Limited reserves the right to impose liquidated damages.

- 8.2. The penalty shall be calculated at the rate of 0.5% of the value of the delayed or unexecuted activity (as per Annexure-I line item value), per completed week of delay, or part thereof, subject to a maximum of 5% of the total Work Order value i.e., ₹1,79,54,780.00.
- 8.3. Liquidated damages, if imposed, shall be deducted directly from the upcoming monthly pay out or withheld from outstanding dues, after formal notification by Marvello via email.
- 8.4. In cases where delay or non-performance is due to unforeseen natural events or other force majeure conditions beyond the Associate's control, Marvello may, at its discretion, grant partial or full relief from penalties upon written justification submitted by the Associate and approved by the Company.
- 8.5. In cases where the delay is due to genuine circumstances such as natural calamities, sudden illness, transport blockages, or force majeure events, the Associate may submit a written explanation. Upon evaluation and approval by Marvello, partial or full waiver of penalty may be granted at the sole discretion of the Company.

9.0. Invoicing Requirements and Submission Address

- 9.1. All invoices submitted by the Authorized Service Associate must be accompanied by the following mandatory supporting documents to qualify for processing and approval:
 - Covering Letter – stating the invoice month, Work Order reference number, and associate details
 - Tax-Free Invoice – raised in the name of Marvello Origin Works Limited, without GST (as the associate is not GST-registered)
 - Monthly Progress Report – detailing all activities completed in the billing period
 - Photographic Evidence – geo-tagged photos of plantation/demo farm/supportive activity where applicable
 - Activity Log – species-wise or task-wise execution list with area covered
 - Delivery Challans (if applicable) – for any supportive materials handled
 - Farmer Acknowledgement – for delivery and acceptance (for contract-related activities)
 - Bank Account Details – if changed or updated from the original declaration
 - Declaration of Non-GST Status – once during onboarding, if not already submitted
- 9.2. All invoices and supporting documents must be:
 - Submitted digitally (PDF scan) via email to: finance@marvello.co.in
 - AND a signed hard copy must be sent to the official billing address below:

To:
Finance Department
Marvello Origin Works Limited
Poha, Karanja (Lad),
Washim, Maharashtra – 444105
India

- 9.3. Invoices must be submitted by or before the 25th of each month, in accordance with Clause 7.1. Any invoice received after this date may be carried forward for processing in the subsequent month.
- 9.4. Marvello reserves the right to request clarifications, additional documents, or corrections before approving payment. Incomplete submissions will be returned to the Associate for rectification.

10.0. Engagement Structure – Rules and Regulations

- 10.1. This Strategic Work Order establishes an authorized engagement between Marvello Origin Works Limited and the Authorized Service Associate for the purpose of executing plant seedling sales, farmer outreach, plantation support activities, and documentation services as outlined in the Scope of Work.

- 10.2. The Associate is engaged by Marvello on an assignment-based model. This is not an employment arrangement, and no employer-employee relationship shall exist between the Associate and the Company.
- 10.3. The Associate shall not present themselves as an employee or official representative of Marvello in any legal, financial, or public context. All communication must clearly reflect their role as an Authorized Service Associate assigned for specific field responsibilities under the Marvello program.
- 10.4. The Associate is free to determine their own working methods, time management, and activity planning, provided that all milestones, documentation, and assigned responsibilities are fulfilled as per the performance expectations and schedules communicated by Marvello in writing or via email.
- 10.5. The Associate is personally responsible for managing their own financial compliance, including filing income tax returns, maintaining records of income earned, and fulfilling any local legal obligations.
- 10.6. The Associate shall not be entitled to any internal Marvello employee benefits such as Provident Fund (PF), ESIC, paid leave, incentives, medical benefits, or bonus schemes unless expressly offered under a separate written agreement.
- 10.7. Marvello shall not provide any physical materials such as uniforms, banners, brochures, plantation kits, or tools to the Associate. It is the Associate's responsibility to arrange and manage all physical resources required to fulfil their assigned responsibilities and deliver measurable output. The Company may, at its discretion, provide digital support materials (such as brand creatives, digital brochures, forms, or videos) only in cases where such material is essential and compulsory for official field communication, documentation, or training purposes.
- 10.8. The Associate shall independently carry out all work assigned to them under this engagement. They are not permitted to appoint, delegate, outsource, or transfer any part of their responsibilities to another individual, team, or external party without prior written permission from Marvello. This includes the hiring of any subordinate, assistant, field support staff, or employee for the purpose of executing Marvello-related tasks. All work must be performed personally by the Associate, ensuring direct accountability and result-based delivery as per the terms of this Work Order.
- 10.9. The engagement shall remain valid for the full duration of the Strategic Work Order, unless concluded earlier as per the disengagement or withdrawal clauses defined by the Company.
- 10.10. The Associate acknowledges that this is a non-exclusive engagement, and Marvello retains the right to assign similar responsibilities to other individuals or entities in any or same region, without prior notice.

11.0. Brand Representation – Rules and Guidelines

- 11.1. The Associate is expected to uphold and promote the Marvello brand with the highest level of professionalism, sincerity, and ethical conduct in all communications, field activities, and customer interactions.
- 11.2. The Associate shall always maintain a respectful tone, dress appropriately, and behave in a manner that reflects trustworthiness, discipline, and courtesy, in alignment with Marvello's positioning as a premium and responsible brand.
- 11.3. All representations made to customers, farmers, institutions, or stakeholders must be factual, transparent, and based solely on the official information, training, or documentation provided by Marvello. Any false claims or exaggerated promises are strictly prohibited.
- 11.4. The Associate shall not use the Marvello name, logo, or brand visuals on any printed, digital, or promotional material without prior written approval. Unauthorized branding, alterations, or misuse of visual identity shall be treated as a breach of engagement.
- 11.5. Marvello retains full control over all brand messaging, product claims, pricing, and positioning. The Associate is expected to strictly follow brand-approved talking points, brochures, pricing sheets, and visual communication tools, wherever provided.

- 11.6. The Associate shall not make public statements, social media posts, or interviews using the Marvello name without written approval. If digital content is shared for official promotion, it must be used only as instructed and not repurposed for other uses.
- 11.7. Any behaviour that may result in damage to Marvello's image, customer trust, or brand value — including unprofessional conduct, verbal disputes, or misleading content — will lead to immediate review and possible disengagement.
- 11.8. In situations of customer complaint, media inquiry, or regulatory concern, the Associate must not respond independently, but instead immediately inform Marvello's operations or legal team and await official direction.
- 11.9. All uniforms (if worn), sales kits, demo farms, or presentation materials associated with Marvello must be maintained in a clean, presentable, and organized manner to reflect the brand's premium values.
- 11.10. Marvello reserves the right to conduct spot checks, brand audits, or customer feedback assessments to ensure brand representation standards are being met. Repeated deviations from these standards may lead to warnings, deductions, or termination of association.

12.0. **Uniform Requirements**

- 12.1. All Associates representing Marvello in the field must maintain a consistent and professional appearance by wearing the designated uniform at all times during official visits, meetings, plantation activities, or customer interactions.
- 12.2. The official uniform for all Authorized Service Associates shall consist of:
 - Shirt color: Hex Code #968AE0 (light royal lavender)
 - Pant color: Hex Code #070514 (deep black-blue)
- 12.3. Each Associate is responsible for personally procuring, tailoring, and maintaining the prescribed uniform at their own cost. Marvello will not provide or reimburse for uniforms under any circumstance.
- 12.4. Uniforms must be neatly maintained, properly fitted, and worn without alterations to color or styling. Failure to follow the uniform standard may result in field access restrictions, withholding of payouts, or formal warnings, especially in customer-facing roles.
- 12.5. This dress code is an essential part of Marvello's premium brand image, and strict adherence is expected from all field representatives.

13.0. **Sales format, pricing and Issuance of Receipts**

- 13.1. All sales activities conducted by the Associate must strictly adhere to the official sales format approved by Marvello Origin Works Limited. This includes the use of:
 - Standardized pricing sheets
 - Approved sales brochures and digital pitch decks
 - Official order forms or booking formats (digital or physical)
 - Pre-defined documentation steps for customer onboarding, contract farming, and delivery schedules
- 13.2. No sale shall be considered valid unless it follows the prescribed Marvello-approved format and documentation structure.
- 13.3. The Associate must maintain complete transparency and integrity in pricing. The following rules shall apply without exception:
 - No undercutting: The Associate shall not offer discounts, rebates, or lower-than-approved pricing to any farmer, institution, or buyer under any circumstance.
 - No overpricing: The Associate shall not inflate, manipulate, or misrepresent pricing in order to claim unauthorized margins or commissions.
 - Pricing must be consistent with the official price list provided by Marvello, and any updates shall be communicated by the Company in writing.
 - In cases where region-specific pricing is applicable, the Associate must strictly follow the zonal price structure communicated by Marvello's operations or finance team.

- 13.4. Violation consequences- Any deviation from the approved sales format or pricing policy shall be treated as a serious breach of engagement. This may result in:
- Immediate cancellation of the sale
 - Withholding of payments
 - Imposition of financial penalties
 - Or termination of the Work Order with legal recovery of damages if necessary
- 13.5. The Associate must ensure that every customer (farmer or institution) who books plant seedlings or related services under the Marvello program receives a valid receipt or booking confirmation. The receipt must fill:
- Customer name and contact details
 - Booking date and location
 - Booking Number (given by company on the spot)
 - Species and quantity of seedlings booked
 - Total amount collected (including payment method)
 - Expected delivery window
 - Marvello branding and Work Order reference (where applicable)
- 13.6. Receipts must be issued in the official format provided or approved by Marvello and maintained in both physical and digital format for audit purposes.

14.0. Customer Payments and record

- 14.1. Direct Payment to Company - All bookings made by farmers for plant seedlings or related services must be accompanied by 100% advance payment. The payment shall be made directly to the bank account of Marvello Origin Works Limited using any of the following approved methods:
- UPI transfer
 - NEFT/RTGS
 - IMPS
 - Online banking
 - Direct cash deposit (in case allowed)
- 14.2. Associates are strictly prohibited from collecting payments into personal accounts under any circumstance. However, in special scenarios where cash payment is unavoidable and the Associate may collect cash on behalf of the company. In such cases:
- The entire cash amount must be deposited into Marvello's official bank account within 24 hours of collection
 - The Associate must obtain and retain the bank-stamped deposit slip as proof of submission
 - A scanned copy of the deposit slip must be immediately shared with the Marvello finance team for record-keeping
- 14.3. Failure to deposit collected cash within the stipulated time frame or withholding of funds will be treated as a serious breach of trust and grounds for legal action.
- 14.4. Payment Confirmation Reporting- All customer payments collected by the Associate (in support, not custody) must be:
- Reported via email or the Marvello digital platform within 24 hours of payment
 - Accompanied by supporting documents: booking form, payment screenshot/slip, and customer KYC
 - Entered into the Marvello Sales Tracking System (if applicable)
- Delayed reporting may lead to booking invalidation or payment withholding from Associate side.
- 14.5. Refund and Cancellation Handling- In the event of any cancellation or refund request:
- The Associate shall not issue a refund directly under any circumstance
 - The matter must be immediately escalated to the Marvello Operations Team, along with original documents

- Refund, if approved, will be processed directly by Marvello as per internal policy

15.0. Termination and Withdrawal Rules

15.1. Voluntary Withdrawal by Associate

An Associate may withdraw from the engagement by providing a written notice of 30 days to Marvello Origin Works Limited. During this notice period, the Associate shall:

- Complete any ongoing customer service or follow-up obligations
- Submit final documentation for pending bookings and payments
- Return any Marvello-issued digital credentials or materials (if any)
- Ensure smooth handover of field data, farmer contact records, and sales documentation

Withdrawal shall only be considered effective upon written acknowledgment from Marvello's operations team.

15.2. Termination by Marvello (With Cause)

Marvello reserves the right to terminate the engagement with immediate effect in the event of any of the following:

- Misuse of company name, logo, or branding without approval
- Collection of payment in unauthorized manner (especially into personal accounts)
- Repeated failure to follow sales, documentation, or reporting standards
- Misrepresentation of facts to customers or internal teams
- Unauthorized delegation or hiring without permission
- Breach of confidentiality, trust, or ethics
- Involvement in fraud, criminal activities, or reputational damage to the company

In such cases, all pending dues (if any) will be withheld until a full internal audit is conducted, and legal action may be pursued if warranted.

15.3. Termination by Marvello (Without Cause)

If serious irregularities are observed, Marvello may place the Associate on suspension pending investigation. During this period:

- The Associate must refrain from conducting new bookings
- Access to systems, customer data, or sales materials may be temporarily revoked
- Payments may be placed on hold

15.4. Blacklisting and Re-engagement

Associates terminated for cause may be blacklisted from all future projects or partnerships under Marvello Origin Works Limited or its affiliated companies. Re-engagement shall be allowed only with written permission from the Managing Director after a review.

16.0. Confidentiality and Data Use Rules

16.1. Confidential Information Definition

For the purpose of this Work Order, "Confidential Information" includes but is not limited to:

- Customer names, contact numbers, and land ownership details
- Pricing structures, product strategies, and sales targets
- Internal documents, training materials, SOPs, or pitch decks
- Any non-public information shared by Marvello in written, oral, or digital format

16.2. Obligation of Non-Disclosure

The Associate shall treat all Confidential Information shared by Marvello as strictly private and proprietary. The Associate agrees to:

- Not disclose, share, or transmit any such information to third parties without Marvello's written consent
- Not use any Confidential Information for personal, competitive, or unauthorized purposes
- Protect all records, customer databases, or reports from misuse, copying, or external access

Any breach of confidentiality shall be considered a serious offense and may result in legal proceedings and blacklisting.

16.3. Use of Customer Data

All customer data collected during the execution of Marvello sales projects, including names, addresses, contact numbers, Aadhaar or land documents, shall:

- Be used solely for the purpose of fulfilling assigned sales and plantation services
- Not be retained by the Associate for any personal use after termination or withdrawal
- Be submitted in full to Marvello and stored only in authorized systems or formats

16.4. Handling of Digital Access and Materials

If Marvello provides the Associate with digital tools, logins, or portals, the Associate agrees to:

- Maintain password confidentiality and not share access credentials
- Log out after every session and immediately report any suspicious access
- Not attempt to copy, alter, extract, or replicate any tool, content, or portal for unauthorized use

All materials, designs, customer workflows, and formats remain the intellectual property of Marvello Origin Works Limited.

16.5. Post-Termination Confidentiality

Even after disengagement or termination, the Associate remains bound by this confidentiality obligation for a minimum period of two (2) years, or until such information becomes publicly available through official Marvello release.

17.0. Code of Conduct

17.1. Purpose and Alignment

The purpose of this Code of Conduct is to ensure that every Associate representing Marvello Origin Works Limited upholds the highest standards of ethics, integrity, and responsibility in line with the company's values of trust, transparency, sustainability, and professionalism. Adherence to this code is mandatory, and any deviation shall invite corrective or legal action.

17.2. Professional Conduct

All Associates representing Marvello in the field must maintain a high level of professionalism, politeness, and respect in all interactions—with farmers, institutions, Marvello staff, and the public.

- Use of foul language, aggressive behavior, or any form of misconduct shall not be tolerated.
- Associates must be solution-oriented, cooperative, and calm in all situations.
- Communication must be clear, courteous, and aligned with Marvello's brand tone.

17.3. Honesty and Integrity

Associates must be honest in all dealings—with farmers, government agencies, and Marvello staff.

- No false promises, exaggerated claims, or manipulation of facts shall be tolerated.
- All communication must reflect truthful representation of product specifications, pricing, and delivery timelines.
- Any attempt to mislead customers, misuse authority, or falsify documents will result in immediate termination.

17.4. Accountability

Each Associate is personally accountable for:

- The accuracy of the information they collect and report
- The sales and service activities they conduct
- Ensuring that customer expectations are set and fulfilled within the promised timelines
- Maintaining records and receipts in compliance with Marvello formats

17.5. Area Allocation & Movement

- Associates must strictly operate within the geographical area assigned to them.

- Shifting of operations to unapproved villages, districts, or states without written authorization is not allowed.
- Any change in location or sales zone must be approved via email by the Marvello management team.

17.6. Public Image and Social Media

- Associates are prohibited from posting unauthorized sales pitches, videos, or testimonials using Marvello's name or branding on social media, WhatsApp, or public platforms.
- Any media release, group promotion, or field recording must be pre-approved in writing.
- Misuse of brand name, logo, or uniform online will be treated as a violation of agreement.

17.7. Conflict of Interest

- Associates must not engage in any other sales work, consultancy, or plantation business that competes or conflicts with Marvello's interest during the engagement period.
- They must disclose in writing any past or present affiliations that could interfere with their duties under this agreement.

17.8. Respect and Non-Discrimination

Associates must treat all individuals—regardless of caste, gender, religion, financial status, or region—with dignity and equality.

- Discrimination, harassment, or abusive behavior is strictly prohibited.
- Marvello promotes an inclusive and respectful work culture, and expects the same from its field representatives.

17.9. Prohibition of Bribery and Corruption

- No Associate shall offer, solicit, or accept bribes or any form of unauthorized payments to secure deals, favors, or approvals.
- Engaging in any corrupt practice, including manipulation of records, kickbacks, or favoritism, shall lead to legal proceedings.

17.10. Confidentiality Commitment

- All internal information, customer data, strategic plans, or communication must be treated as confidential.
- Associates must not share or leak any such information outside the organization, during or after the engagement.

17.11. Responsible Use of Identity and Materials

Marvello's name, logo, receipt format, and reputation must be used with care and authorization only.

Associates must never fabricate documents, misquote product names, or use the brand identity for any unauthorized sales, marketing, or personal promotions.

17.12. Zero Tolerance Policy

Marvello follows a zero-tolerance approach toward:

- Dishonesty or misrepresentation
- Collection of money into personal accounts
- Negligence in handling customer expectations
- Tampering with customer records or plantation reports

Any such violation will result in blacklisting and legal recourse.

17.13. Declaration of Acceptance

By accepting the Work Order, each Associate confirms that they have read, understood, and agreed to abide by this Code of Conduct in letter and spirit.

18.0. Force Majeure & Unforeseen Events

18.1. Definition

Force Majeure refers to any event or circumstance beyond the reasonable control of either party, which prevents or delays the performance of obligations under this Strategic Work Order. Such events include, but are not limited to:

- Natural disasters such as floods, earthquakes, cyclones, droughts, or lightning
- War, terrorism, riots, political unrest, or public disorder
- Epidemics, pandemics, or government-imposed lockdowns
- Change in government regulations or legal restrictions affecting plantation, movement, or sales
- Fire, explosions, acts of God, or any similar unexpected occurrence

18.2. Obligation to Notify

If a Force Majeure event occurs, the affected party (whether Marvello or the Associate) shall:

- Immediately notify the other party in writing, describing the nature of the event and its expected impact
- Provide a reasonable estimate of the time required to resume operations
- Continue to take all reasonable steps to mitigate the consequences and fulfill obligations where possible

18.3. Suspension of Obligations

During the period of a Force Majeure event:

- Affected obligations under this Work Order shall be temporarily suspended without penalty
- Timelines for sales targets, plantation visits, or reporting may be extended accordingly
- No party shall be held liable for non-performance or delay directly caused by such an event

18.4. Exclusions

Force Majeure does not include:

- Financial inability of the Associate to continue operations
- Poor sales performance due to lack of effort or planning
- Unavailability of transport or resources caused by negligence or mismanagement
- Delays due to unverified customer claims or miscommunication

18.5. Termination Due to Prolonged Force Majeure

If the Force Majeure event continues for more than 60 consecutive days, either party may:

- Request a review of the Work Order terms
- Recommend partial disengagement, revised scope, or
- Terminate the agreement with no liability, after mutual discussion and documentation

18.6. Governmental and Legal Compliance

In case of unforeseen legal restrictions, court orders, or policy interventions, both parties shall:

- Fully cooperate to comply with government or judicial directions
- Adjust operational procedures, documentation, or timelines to stay legally compliant
- Marvello shall communicate official policy changes to Associates as early as possible

19.0. Dispute Resolution & Jurisdiction

19.1. Good Faith Resolution

In the event of any dispute, disagreement, or misunderstanding arising out of or in connection with this Strategic Work Order, both Marvello Origin Works Limited and the Associate shall first attempt to resolve the matter amicably through mutual discussion and written correspondence, in good faith and within a reasonable time frame.

19.2. Escalation Protocol

If the dispute remains unresolved for more than 15 business days after formal communication, either party may submit the matter to Marvello's Internal Resolution Committee, which will conduct an impartial review and recommend corrective steps or settlement within the following 15 days.

19.3. Arbitration (Optional Clause)

If the matter still remains unresolved and both parties agree, they may choose to proceed to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall:

- Be conducted by a sole arbitrator appointed mutually
- Take place in Washim, Maharashtra
- Be held in English or Marathi as mutually decided
- The arbitrator's award shall be final and binding on both parties

19.4. Legal Jurisdiction

Subject to the above provisions, any legal proceedings, claims, or disputes arising out of this Work Order shall be subject to the exclusive jurisdiction of the courts located at Karanja Lad, Washim, Maharashtra State, India or any other approved court within Washim District only. In case of high-court, it will be Nagpur, Maharashtra State.

19.5. Survival Clause

This dispute resolution clause shall survive the expiration, withdrawal, or termination of this Work Order and remain applicable to any unresolved obligations or conflicts thereafter.

20.0. **Notice and Communication**

20.1. Formal Mode of Communication

All official notices, updates, approvals, or communications related to this Work Order must be made in writing and sent via email or registered post to the designated addresses mentioned below. Verbal instructions or informal messages (e.g., via WhatsApp) shall not be considered legally valid unless formally confirmed over email.

20.2. Communication by Marvello

All official communications from Marvello Origin Works Limited shall be sent from designated email addresses ending with @marvello.co.in. Associates must ensure they regularly check these emails and respond within the time specified.

20.3. Change of Address or Contact

If either party changes its communication address, contact number, or email ID, it must inform the other party in writing within 7 days. Failure to do so may result in non-receipt of notices, which shall still be deemed served to the last known address.

20.4. Response Timelines

All notices and emails must be responded to within 3 working days unless otherwise specified. Ignoring repeated communication without valid reason may be considered a breach of agreement.

21.0. **Intellectual Property & Branding Use**

21.1. Ownership of Brand Assets

All logos, names, slogans, designs, packaging styles, promotional material formats, training content, and digital resources provided under the Marvello brand are the exclusive intellectual property of Marvello Origin Works Limited. No part of these may be copied, modified, repurposed, or used for non-Marvello purposes without prior written approval.

21.2. Authorized Use

Associates may use Marvello branding strictly for:

- Customer communications, field promotions, and on-site representation
- Booking receipts, sample demonstrations, and official presentations
- Activities mentioned in the Scope of Work or directly instructed by Marvello

Any usage beyond this defined scope will be treated as unauthorized.

21.3. Restrictions

Associates are prohibited from:

- Creating their own materials using Marvello name or logo
- Running social media pages, WhatsApp groups, or campaigns in Marvello's name
- Printing business cards, merchandise, or IDs with the Marvello identity without written approval

Violation of this clause will result in immediate termination and potential legal action.

21.4. Surrender Upon Exit

Upon termination, expiry, or voluntary withdrawal from the engagement, the Associate must:

- Cease using all Marvello branding immediately
- Return or delete any material containing Marvello's IP
- Not claim any ongoing association or representation publicly or privately

22.0. Closure and Confirmation

22.1. This Strategic Work Order has been issued by Marvello Origin Works Limited in good faith and in alignment with its national plantation and sustainability program. By accepting this Work Order, the Associate acknowledges that they:

- Have read and understood all clauses from Scope of Work to Termination
- Are willing to be governed by the rules, terms, and expectations stated herein
- Will represent Marvello with honour, integrity, and performance accountability

Work Order Confirmation

For Marvello Origin Works Limited

Date of Issue: _____

Authorized Signatory(DSC): _____

Designation: _____

<p>For Associate 1</p> <p>Name: _____</p> <p>Address: _____</p> <p>Signature (DSC): _____</p> <p>Date of Acceptance: _____</p>	<p>For Associate 2</p> <p>Name: _____</p> <p>Address: _____</p> <p>Signature (DSC): _____</p> <p>Date of Acceptance: _____</p>
<p>For Associate 3</p> <p>Name: _____</p> <p>Address: _____</p> <p>Signature (DSC): _____</p> <p>Date of Acceptance: _____</p>	<p>For Associate 4</p> <p>Name: _____</p> <p>Address: _____</p> <p>Signature (DSC): _____</p> <p>Date of Acceptance: _____</p>

Enclosure

Annexure I- Price Schedule

Annexure II – Invoice for Billing

Annexure III- Approved Plant Spacing

Annexure IV- Reporting & Documentation Templates

Annexure V- TDS and TAX deduction Declaration

Annexure VI- Work Area and Target Allotment

Annexure I
Price Schedule

Serial No.	Activity Description	UOM	Est. Qty	Unit Rate (₹)	Total Amount (₹)
1	Booking & Receipt Documentation (100% advance collected from farmer)	Hectare	485	35169.16	17057041
2	Support Services (KYC, Court Filing, Demo, Coordination, etc.)	Session	485	1851.01	897739
	TOTAL				17954780

ANNEXURE - II
INVOICE FOR BILLING

MARVELLO
Origin Works Limited

Street Address
City, ST ZIP Code
Phone: Phone Fax: Fax

BILL TO:
Marvello Origin Works Limited
Karanja Lad, Washim
Maharashtra, 444105
Email: finance@marvello.co.in

INVOICE

INVOICE #WO/0001
DATE: DATE

BILL BY:
Associate Name
Street Address
City, ST ZIP Code
Phone: Phone

ACTIVITY SUMMERY

To get started right away, just tap any placeholder text (such as this) and start typing to replace it with your own.

SR NO	ACTIVITY DESCRIPTION	SPECIES SELL	UOM	QUANTITY	RATE	AMOUNT
1	Plants Booking	Mahogany	Acre			
2	Plants Booking	Rosewood	Acre			
3	Plants Booking	Red Sandal	Acre			
4	Plants Booking	White Sandalwood	Acre			
5	Plants Booking	Teakwood	Acre			
6	Support Services		Lump sum			
(here)					Subtotal	
					GST	
					TOTAL	

Associate Digital Signature

Annexure II
Approved Plants Spacing

Option	Row-to-Row Spacing (ft)	Plant-to-Plant Spacing (ft)	Area per Plant (sq. ft)	Estimated Plants per Acre
1	10	9	90	484
2	9	9	81	538
3	8.5	8.5	72.25	603
4	8	8	64	680
5	7.5	7.5	56.25	774
6	7	7	49	889
7	6.5	6.5	42.25	1031 <i>(exceeds 1000)</i>
8	7	8	56	778
9	9	7	63	691
10	6	7.5	45	968