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CIN: L74120MH1985PLC0353087

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (“Agreement”) is made and executed on this 10th August 2025.

BETWEEN

GODREJ PROPERTIES LIMTIED, (CIN: L74120MH1985PLC035308 and PAN: AAACG3995M) a company incorporated under the provisions of the Companies Act 1956 having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai - 400 079, hereinafter referred to as “**Company**” (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its subsidiaries, associates, affiliates, LLPs wherein the Company is one of the partner, successors and assigns its successor or successors-in-interest and assigns) of the **First Part**;

AND

LIVMAX ADVISORS LLP (CIN:ACK-1791 and PAN:AALFL8942P), having its registered office at 1401, FLOOR - 14, TOWER-A, EMAAR DIGI HOME, SECTOR-62, Bhondsi, Gurgaon, Bhondsi, Haryana, India, 122102 (hereinafter referred to as “**Channel Partner**” which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors) of the **Other Part**;

The “**Company**” and “**Channel Partner**” shall wherever the context requires be referred to collectively as “**Parties**” and individually as “**Party**” hereto.

WHEREAS:

1. By a Channel Partner Agreement dated 1st August 2025 the Company appointed Channel Partner to provide certain services on the terms and conditions as more particularly mentioned in therein (“**CP Agreement**”).
2. Pursuant to the said CP Agreement, the Company proposes to offer certain incentives/bonus/payout on certain terms and conditions basis the performance of the Channel Partner (“**FY 26 Partner Premiere Gold Program**”).
3. The Channel Partner is in compliance with the RERA, its rules, notifications, orders, directions etc.

4. The Channel Partner is desirous to avail the said Partner Premiere Gold Program.
5. In furtherance of the CP Agreement, the Parties are entering into this Agreement to record the terms and conditions of the said Partner Premiere Gold Program.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. Duration of this Agreement:

- 1.1 The term of this Agreement shall be from **1st April 2025** till **31st March, 2026** (“**Duration**”). This Agreement shall be co-terminus with the CP Agreement. In the event the CP Agreement is terminated by either of the Parties in terms of the CP Agreement, this Agreement shall also stand terminated with immediate effect.
- 1.2 Further, it is clarified that in the event the Duration expires prior to the expiry of the CP Agreement, all the original terms and conditions for payout of any incentive and bonus shall be only in terms of the said CP Agreement shall prevail for the balance period of the term of the CP Agreement. It is further clarified that all other terms of the CP Agreement shall continue during the Duration of this Agreement.

2. Target/s for the Partner Premiere Gold Program:

- 2.1 **Target:** The Channel Partner shall achieve sale of the Properties in the Zone (*as stated below*) and provide Services in terms of the CP Agreement of minimum **INR 100 Cr. (Rupees One Hundred Crore Only)** within the Duration (“**Target**”).
- 2.2 **Revised Target:** The Channel Partner, subject to prior written consent from the Company shall have the option of increasing the Target to **INR 150 Cr. (Rupees One Hundred and Fifty Crore Only)** (“**Revised Target**”). The Channel Partner may avail this option of the Revised Target only once during **FY 26** (i.e. from **1st April, 2025** till **31st March, 2026**) and in case the Channel Partner opts to avail the **Revised Target**, then the same shall be intimated in writing by the Channel Partner to the Company on or before **31st October, 2025**. After receipt of the above request of the Channel Partner, the Company shall intimate the Channel Partner of its confirmation or rejection in respect thereof. If the Revised Target is approved by the Company, then the Target and Cushion Target (if applicable) will be superseded by the Revised Target and Target respectively. All the terms and conditions shall be applicable on the Revised Target. If the Revised Target is rejected by the Company, the Channel Partner shall abide by all the terms and conditions in respect of the Target.
- 2.3 **Cushion Target:** In case, the Channel Partner fails to achieve Target but is able to successfully achieve sale of **INR 60 Cr. (Rupees Sixty Crore Only)** then the same shall be termed as Cushion Target (“**Cushion Target**”). However, in case the Channel Partner is approved to achieve the Revised Target as stated above, then the Cushion Target shall be revised to the initial Target of **INR 100 Cr. (Rupees One Hundred Crore Only)**.

The Parties have agreed that in the event the Channel Partner fails to achieve the Cushion Target, then Channel Partner shall not be eligible to get any PP incentive (as defined herein below).

- 2.4 It is agreed between the Parties that the Target, Revised Target, or Cushion Target (as the case may be) shall apply to the Properties situated in **South** (“Zone”). Any Properties not situated within the defined Zone shall not be considered for such purposes unless otherwise specifically informed by the Company in writing. For the purposes of this Agreement, the Company’s operations in India are organized into the following four Zones:
- (a) MMR Zone – comprising Mumbai City, Mumbai Suburbs (except Vikhroli), Navi Mumbai, Karjat, Khopoli, Manor, and Indore.
 - (b) North Zone – comprising Delhi, Noida, Gurgaon, Panipat, Sonipat, and Chandigarh.
 - (c) South Zone – comprising Bangalore, Hyderabad, and Chennai.
 - (d) West-East Zone – comprising Pune, Gujarat, Nagpur, Raipur, and Kolkata.
- 2.5 It is agreed between the Parties that the Company shall have the sole discretion of enlisting the Properties under a particular Zone.

3. Payouts / Incentives / Bonus:

In consideration of successfully achieving the targets in terms hereof, the Company, at its sole discretion shall pay to the Channel Partner, the following, as may be applicable:

3.1. Partner Premiere Incentive (“PP Incentive”) shall mean amount / incentive equivalent to:

- (a) **0.75%** of Target (in case the Channel Partner achieves Target) or;
- (b) **1%** of Revised Target (in case the Channel Partner has opted for Revised Target) or;
- (c) **0.5%** of the Cushion Target (in case if applicable)

3.2. Regional Pay-Out shall mean the brokerage / pay-out as communicated by the Company on the properties in terms of the CP Agreement for all the transaction/sales achieved and logged in during the period **1st April, 2025 till 31st March, 2026.**

3.3. Total Pay-out for the Partner Premiere Gold Program:

3.3.1. It is agreed and clarified that upon the Channel Partner fulfilling its obligations in terms of the CP Agreement and this Agreement, and on successful achievement of Target / Cushion Target / Revised Target (as the case may be), the Channel Partner shall be eligible for Total Pay-out which may consist of:

- **Regional Pay-Out**
- **Base PP Incentive**

3.3.2. The Total Pay-Out shall include the Regional Pay-Out, Base PP Incentive and Bonus PP Incentive for Zonal Spread (as the case may be) and hence the Channel Partner shall not be entitled for the payment of PP Incentive and/or Regional Pay-Out separately/additionally.

4. Payment Terms: Subject to fulfilment of the terms and conditions of the CP Agreement and this Agreement, the Company shall make the payment of the Pay-Outs as follows:

- 4.1. The payment of upto 1% of the Regional Pay-Out, (as stated above) shall be made only after realizing 9.9% of the flat value from the customer and on the terms and conditions and in the manner as stated in the CP Agreement;
- 4.2. The payment of the remaining Regional Pay-Out shall be made after realizing 9.9% of the flat value

from the customer and on subsequent execution and registration of the agreement for sale of the customer and on the terms and conditions and in the manner as stated in the CP Agreement;

- 4.3. The Channel Partner shall be eligible for a PP incentive only after realizing 20% of the flat value from the customer and on the terms and conditions and in the manner as stated in the CP Agreement. It is however clarified that the PP Incentive (if any) shall be payable as a part of the Total Pay-Out only in terms of clause 3.3.2;

5. Other Terms and Conditions:

- 5.1 The Parties have agreed that for the purpose of booking log in, the Company shall consider only those cases where the Company has realized 5% of Booking Value or ₹ 5 Lacs from the customer, whichever is less, within the Duration. Further, all conditions and obligations in terms of CP Agreement and this Agreement shall apply.

- 5.2 The Parties further agree that for the purpose of Target recognition and release of incentive/payouts the Channel Partner shall ensure that 9.9% of the Sale Consideration/Flat Value in respect of all the booking/sales forming part of the Target is realized by the Company. In case of any shortfall/cancellation/termination, the said booking/sale shall not be considered to be part of the Target and that the Target shall be accordingly reduced.

- 5.3 It is further agreed between the Parties that the Channel Partner shall not at any point of time promote, propose, market and/or sell any scheme for housing finance and/or home loan floated by any third party and/or financial institution to the purchaser/s of the Company either directly and/or indirectly.

6. Prohibition on Distribution of Payouts to Retail Channel Partners (RCPs)

- 6.1 The Parties further agree that the Channel Partner is not entitled to either directly and/or indirectly assign its rights and/or benefits under this Agreement and/or the CP Agreement to any third party in any manner whatsoever;

- 6.2 The Channel Partner acknowledges and agrees that any pay-out in terms of this Agreement arise solely out of the obligations of the Channel Partner in terms hereof. The Channel Partner shall not, under any circumstances, offer, share, distribute, and/or otherwise provide/ pass on any portion of any payout in terms of this Agreement and/or any financial benefit to any Retail Channel Partners (“RCPs”) and/or any third parties not directly entitled to such payouts under this Agreement.

- 6.3 The Channel Partner is expressly prohibited from offering and/or promising any pay-outs, incentives, and/or financial benefits of any kind to RCPs or any third parties. Any attempt to distribute or promise such benefits to RCPs shall be considered a material breach of this Agreement. It is hereby agreed by the Parties that in the event the Channel Partner is found to be acting in contravention of this clause, the Channel Partner shall not be entitled to any payout, incentive and/or financial benefit in terms of this Agreement and accordingly, the Company shall have the sole discretion to terminate this Agreement and the CP Agreement without the requirement of any notice.

7. Pay-out claw back/refund from Channel Partner:

- 7.1 The Parties agree and confirm that the terms of CP Agreement including in case of cancellation /

termination of the booking, failure of the customer to pay 20% of the total sale consideration etc., clawback shall be applicable for the incentives paid as stated herein.

7.2 The Parties agree that if any booking gets cancelled before completion of 10% payment of total sale consideration and registration of Agreement for Sale / agreement with the customer, then the Company shall be entitled to claw back any amounts paid to the Channel Partner in respect of such booking. It is hereby agreed between the Parties that it is the sole liability of the Channel Partner to refund the entire brokerage / pay-outs paid to them by the Company (including Regional Pay-out & PP-Incentive) ("**Entire Refund Amount**").

7.3 The Parties further agree that if booking gets cancelled post receipt of 10% and registration of Agreement for sale/ BBA but prior to receipt of 20% payment of total sale consideration from customer then the Company shall be entitled to claw back the total brokerage paid minus 2% of the agreement value. It is hereby agreed between the Parties that it is the sole liability of the Channel Partner to refund to the Company the **Entire Refund Amount minus 2% of the agreement value**.

7.4 The Parties further agree that if the booking gets cancelled post 20% payment of total sale consideration from the customer, **no claw back/refund** shall be applicable.

7.5 The Parties agree and confirm that the terms, timelines and manner of refund of entire refund Amount shall be in terms of the CP Agreement.

8. **Company's Brand Name Use:** The Parties agree that in the event of any misrepresentation or infringement, etc., of the brand name of the Company by the Channel Partner through any means whatsoever, without prejudice to Company's rights arising on account of CP Agreement, the Channel Partner shall be liable to pay penalty as determined by the Company in the following manner:

8.1 Upon the first occurrence of any misrepresentation or infringement, etc., the Channel Partner shall be liable to pay a penalty of Rs. 5,00,000/- (Rupees Five Lakh only);

8.2 Upon the second occurrence of any misrepresentation or infringement, etc., the Channel Partner shall be liable to pay a penalty of 10% of the total outstanding amount to be paid by the Company to the Channel Partner or Rs. 10,00,000/- (Rupees Ten Lakh Only) whichever is higher;

8.3 Upon the third occurrence of any misrepresentation or infringement, etc., the Company will be at liberty to initiate appropriate legal proceedings against the Channel Partner.

9. **Audit:**

The Company shall have a right, either by itself or through its assigns, to conduct audits of the Channel Partner's operations and records related to the Services provided to the Company under this Agreement and/or the CP Agreement. This audit may be conducted at any time during normal business hours, upon reasonable notice, and shall not unreasonably interfere with the Channel Partner's business operations. The Channel Partner shall fully cooperate with the audit and provide access to all necessary documents, records, and information as required by the Company or its assigned party. The assigned party will be a mutually agreed upon third party reputed audit firm. The audit will only be in relation to the customer enquiries and booking facilitated by the Channel Partner for the Company.

10. The Parties agree that any failure by the Channel Partner to comply with statutory, legal, regulatory, or governmental laws or guidelines, will result in the immediate termination of its eligibility to conduct business with the Company, effective from the date of such non-compliance.
11. The Parties agree that if a Channel Partner promotes or markets a product or service related to the Company through print or outdoor media without obtaining formal written approval from the Company, the Channel Partner's eligibility to conduct business with the Company will be immediately revoked.
12. All capitalized terms used herein shall have the same meaning as ascribed to them in the said CP Agreement.
13. The Parties agree and confirm that this Agreement shall be supplemental to the said CP Agreement and save and except to the extent as expressly amended, altered and modified by this Agreement, all other terms and conditions of the said CP Agreement shall remain unchanged, valid, operative, binding, enforceable and shall be applicable and continue to be in full force and effect.
14. This Agreement shall be read in conjunction with the said CP Agreement and shall run concurrent and co-terminus with the said CP Agreement.
15. It is hereby expressly clarified, agreed and understood that in the event of there being any discrepancy between the terms and conditions of the said CP Agreement and this Agreement, the terms and conditions of this Agreement shall prevail to the extent it is altered, amended and modified by this Agreement.
16. Any stamp duty and/or other charges arising out of this Agreement shall be borne and paid by the Channel Partner.

IN WITNESS WHEREOF the Parties hereto have executed this Supplemental Agreement the day and year first herein above written.

SIGNED AND DELIVERED)
By the withinamed)
GODREJ PROPERTIES LIMITED)
By the hands of its Director/Authorized Signatory)

In presence of:)

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SIGNED AND DELIVERED)
By the withinamed)
LIVMAX ADVISORS LLP)
By the hands of its Director/Authorized Signatory))
HARISH KUMAR)

GAURAV)

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In presence of:

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