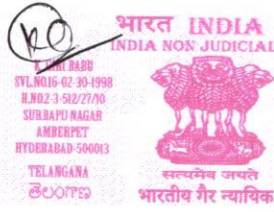


Phone No:
Sold To/Issued To:
Rajesh J Kadakia
For Whom/ID Proof:
Self



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Agreement
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AGREEMENT FOR PROJECT MARKETING SERVICES

This Agreement (the “**Agreement**”) has been executed on this the 20th day of December 2024 by and between:

1. Mr. Rajesh J Kadakia, S/o. Late Jayantilal M. Kadakia, aged about 69 years, R/o. Plot No. 24, Sy. No. 157/7 (Part), Seetharam Nagar, Near Diamond Point, Thokatta (Sikh) Village, Picket, Hyderabad, Secunderabad, Telangana, India, 500009 (represented by its General Power of Attorney Holder Mr. Soham Modi, S/o. Late Satish Modi, aged about 56 years vide document no. 96/IV/2022 dated 21-08-2022 registered at SRO Secunderabad).

2. Mr. Sharad J Kadakia, S/o. Late Jayantilal M. Kadakia, aged about 65 years, R/o. Plot No. 24, Sy. No. 157/7 (Part), Seetharam Nagar, Near Diamond Point, Thokatta (Sikh) Village, Picket, Hyderabad, Secunderabad, Telangana, India, 500009 (represented by its General Power of Attorney Holder Mr. Soham Modi, S/o. Late Satish Modi, aged about 55 years vide document no. 96/IV/2022 dated 21-08-2022 registered at SRO Secunderabad).

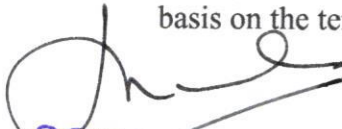
(hereinafter jointly referred to as “Owner” and severally as Owner no. 1 & Owner no. 2) of the First Part.

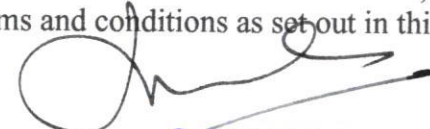
AND

TRINITY PARTNERS (TP), a partnership firm and having its office at 3rd Floor, Oyster Plaza, Somajiguda Circle, Hyderabad 500016, India, represented by its Managing Partners Mr. Vijay Sarathi, (hereinafter referred to as “**TP**”/Consultant which expression shall mean and include its successors and permitted assigns) of the Second Part;

WHEREAS:

- A. The Owners are the owner of the Commercial Building at Hyderabad named “Greens Towers”, a Project admeasuring about approx. 87,914 sft of Leasable area located at SP Road, Begumpet for lease hereinafter referred to as the “Schedule Property” (also the “Project”).
- B. The Owners appreciating the expertise, experience, and knowledge of the Consultant have decided to appoint the Consultant, as the exclusive advisor and consultant of the Owners to provide marketing and leasing services for the office space in the Project, admeasuring approximate leasable area of 87,914 SFT. (hereinafter referred to as the “**Premises**”) on an ongoing and exclusive basis on the terms and conditions as set out in this Agreement.


SOHAM MODI
G.P.A. Holder of
Rajesh. J. Kadakia


SOHAM MODI
G.P.A. Halder of
Sharad. J. Kadakia



NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE OF SERVICES

Under this agreement, the Consultant will function as the Sole marketing associate for the Project. The Consultant agrees and undertakes to provide to the Owners on an ongoing basis during the term of this Agreement, advisory services to enable the Owners to successfully lease the Project, as set forth in this clause herein below (collectively, the "**Services**").

1.1. Marketing Strategy

Scope of Services rendered by the Consultant:

- 1.1.1. To undertake in consultation with the Owners, preparation of a suitable marketing program for the leasing of the Project, encompassing appropriate media plan, promotional activities, etc.;
- 1.1.2. To co-ordinate in consultation with the Owners, with creative content generators/media agents, and other third parties to provide marketing services and production of all marketing collateral;
- 1.1.3. To actively market the Project, identify prospective tenants, conduct personalized mailshots, presentations, cold call campaigns, and coordinate media advertising / PR campaigns approved by the Owners;
- 1.1.4. To front end all interactions, including the ones engaged with prior to executing this contract, with prospective tenants mandated with the consultant and other brokers and follow up with the tenants and or brokers till the execution of relevant agreements.

1.2. Leasing Execution

- 1.2.1. To advise the Owners on market trends relevant to the Project and their impact on rent values;
- 1.2.2. To coordinate responses to all inquiries and conduct site visits. Subject to the Owners prior approval, negotiate terms and conditions of all lease and related Lease agreements on behalf of and as acceptable to the Owners;
- 1.2.3. To reply to potential tenants' Questionnaires, Requests for Proposal, queries in whatever form, whether written or oral, received from potential Tenants. The Consultant shall coordinate with the Owners technical and legal teams to obtain the relevant inputs and information for the replies.


SOHAM MODI
G.P.A. Holder of
Rajesh. J. Kadakia


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1.3.Reporting

- 1.3.1. To conduct meetings/conference calls with the Owners as and when a potential tenant/prospect/client is shown the Project.

2. APPOINTMENT AND NATURE OF APPOINTMENT

- 2.1. The appointment of the Consultant shall be for the sole objective of rendering the Services as stipulated herein. The Owners agree and undertake that they will not assign this mandate in whole or in part to another broker/service provider during the subsistence of this Agreement. Any and all inquiries for leasing of the Premises in the **Project**, whether through another broker or consultant or received directly by the Owners, shall be forwarded to the Consultant for the tenure of this Agreement to be followed up on behalf of the Owners. Remuneration to the Consultant for the Service would be in line with Clause 17 of this Agreement. The Consultant would ensure complete confidentiality regarding such inquiries.

3. CO-ORDINATION BY CONSULTANT

- 3.1. The Consultant shall assign one Single Point of Contact (SPOC) to the Owners exclusively for the Project, who will be reasonably approved by the Owners and be the principal and regular contact for the Owners with respect to the overall coordination and delivery of the Services during the term of this Agreement. SPOC shall be appointed on the execution of this Agreement and remain appointed during the validity of this Agreement.

4. ADMINISTRATIVE PROCEDURES

- 4.1. The Consultant will provide pre-determined regular reports to the Owners on marketing progress, ongoing discussions/negotiations with prospective retailers, and such other reports in relation to the Services.

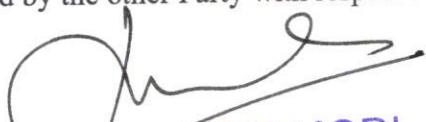
5. AUTHORITY

- 5.1. In performing the Services, the Consultant shall not have any power or authority to execute any document on behalf of the Owners or to bind the Owners to any contract or document or other obligations (except as the Owners may specifically authorize in writing).

6. CONFIDENTIALITY

- 6.1. Client and Owners Information - The Consultant and Owners shall keep and require their employees to keep confidential all proprietary information supplied by the other Party with respect to their businesses.


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Sharad. J. Kadakia



- 6.2. Market Research - The Parties and their respective employees and duly authorized representatives, shall keep confidential all market research, other information (proprietary in nature) supplied by the other Party and shall not use or distribute such research or information without the prior consent of each of the Party.
- 6.3. Agreement – The Consultant and the Owners shall keep and cause their employees to keep confidential the content and terms of this Agreement.
- 6.4. Return of Confidential Information - All records, notes, documents, and other tangible information supplied by a Party to other Party in connection with the Services and all copies, reprints or reproductions thereof made and retained by the other Party will, upon request, be returned by the other Party to the Party or destroyed.

7. RELATIONSHIP

- 7.1. Nothing contained in this Agreement shall be deemed to authorize or empower the Consultant to act as an agent on behalf of the Owners or conduct business in the name of or for the account of the Owners or otherwise bind the Owners.
- 7.2. The relation between the Owners and the Consultant shall be that of "principal-to-principal" and not as principal and agent and the Parties shall not be responsible or liable for the acts of each other or for any amount due and payable by the Parties to any other third-party.

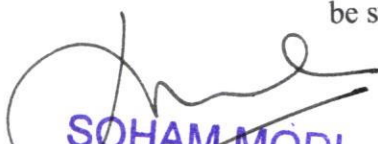
8. SERVICE PERFORMANCE

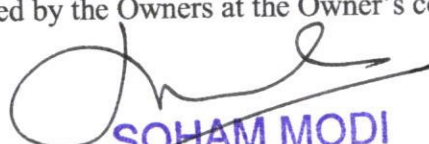
- 8.1. The Consultant shall provide the Services as per industry standards and the key deliverables defined under this Agreement. The Consultant shall use its best efforts to ensure successful lease out the Project.
- 8.2. The role of the Consultant shall be strictly limited to the respective Scope of Services defined herein in Clause 1. The Services shall not include any financial, legal, engineering or other technical review/advise/forecast and all decisions whether or not to make any commitments or to select or proceed with any particular transaction is reserved solely by the Owners.

9. OWNERS COVENANTS

The Owners covenants and undertakes:

- 9.1. To provide all relevant information and details in respect of the Premises including but not limited to ownership details/ title records, approved floor plans and floor areas, schedules of specifications and finishes, particulars of building services, and relevant legal documentation. For the avoidance of doubt, all information required to be given to prospective lessee by the Consultant shall be supplied by the Owners at the Owner's cost.


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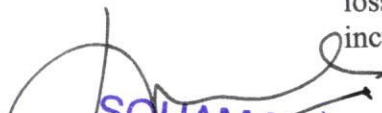

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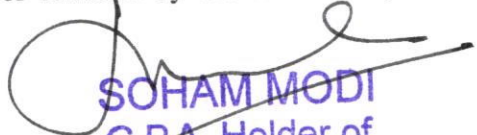


- 9.2. To provide relevant information and documents e.g. copies of municipal and other permits, consents, and other relevant information/documents.
- 9.3. To assist the Consultant in all related marketing activities on site.
- 9.4. To provide all information to the Consultant for the purposes of being provided to the potential occupiers at the time of marketing of the Project as laid down in this Agreement or otherwise agreed upon by the Parties. The Parties agree that nothing contained in this clause shall relieve the Owners from its responsibility to make appropriate disclosures and furnish necessary information to the potential occupier directly.
- 9.5. All the marketing collaterals like property signage, brochures, CDs, Banners, HTML Mailers, etc. will have the Consultant's respective logo and contact details along with the Owners logo(s).
- 9.6. All marketing costs, costs incurred for the purpose of business development of the Project which includes travel and accommodation expenditure, costs incurred for hosting and participation of clients and broker events will be borne or reimbursed by the Owners subject to a pre-agreed budget between the Parties. Total reimbursement pursuant to this Clause 9.6 for any out-of-pocket travel or accommodation expenditures shall not exceed the pre-agreed budget without the express written consent of the Owners.
- 9.7. All expenses require prior approval of the Owners even if the budget provision is available. All the above activities will be exclusive and will be focused only to the marketing of this Project.
- 9.8. The Owners represents and warrants the accuracy and completeness of the information to be provided under this Agreement.
- 9.9. The Owners represents and warrants that:
- It has the right to lease the Premises in the said Project;
 - The Project has been raised as per the sanctioned building plan
 - The Project is permitted for commercial use
 - Any building license in the Project/Premises shall not and will not contravene, conflict with or result in any violation of any agreement, law, rule, regulation or condition imposed by any Authority or third party.

10. INDEMNIFICATION & LIMITED LIABILITY

The Owners shall indemnify and keep harmless the Consultant free from and against all demands, claims, actions, suits, and proceedings made or instituted against the Consultant by any person whatsoever, directly or indirectly, with regard to any incorrect information provided by the Owners in respect of the Project in furtherance to the terms of the Agreement and from and against any loss, damage, damages, costs, charges and expenses, which may be paid, incurred or suffered by the Consultant, as a result of or arising out of any


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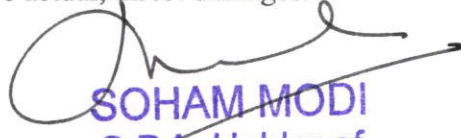
incorrect information provided by the Owners with respect to the Premises or the Project.

The Consultant shall indemnify and keep harmless the Owners free from and against all demands, claims, actions, suits, and proceedings made or instituted against the Owners by any person whatsoever, directly or indirectly, with regard to any incorrect information provided by the Consultant in respect of the Project in furtherance to the terms of the Agreement and from and against any loss, damage, damages, costs, charges and expenses, which may be paid, incurred or suffered by the Owners, as a result of or arising out of any incorrect information provided by the Consultant with respect to the Premises or the Project. The aggregate liability of the Consultant under this Agreement shall be limited to the extent of Fees paid for a qualifying transaction under this Agreement.

11. MISCELLANEOUS

- 11.1. The Consultant shall not in any manner make public reference to the Owners or the Project or attribute any information in the press or for advertising or promotional purposes unless specifically requested to do so by the Owners or approved in writing by the Owners.
- 11.2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors.
- 11.3. This Agreement shall be deemed to represent and constitute the entire agreement between the Parties and shall supersede, cancel and replace all previous agreements, arrangements or understandings between the Parties with respect to the subject matter hereof.
- 11.4. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions which shall remain in full force and effect unless such invalidity or unenforceability does substantially nullify the underlying intent of the remainder of this Agreement. Any ensuing gap shall be filled by a provision consistent with the purpose and intention of this Agreement.
- 11.5. This Agreement may be modified, amended or varied subject to a mutual written agreement by all the Parties.
- 11.6. The failure by any Party at any time to enforce any provisions of this Agreement or any rights granted to it herein or at law or in equity shall not be construed as a waiver of such provisions or rights or any other provisions or rights.
- 11.7. Notwithstanding any other provision of this Agreement, no Party shall be liable to the other Party for any loss of business or profit, indirect, consequential, incidental or special losses or damages of any kind or nature or arising out of tort, and any claim by any party in any way related to, or arising out of, this Agreement or any Services provided hereunder shall be limited to such party's respective actual, direct damages.


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G.P.A. Holder of
Rajesh. J. Kadakia


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Sharad. J. Kadakia



12. GOVERNMENT CONSENT

- 12.1. Notwithstanding anything to the contrary, the Owners shall be responsible for obtaining any consents and approvals from the government as may be required for the leasing of the Premises as owner/lessor of the Premises.

13. NOTICE

- 13.1. Every notice, request, demand or other communication made or given under the terms of this Agreement or in connection herewith shall be in writing and will be personally delivered to the addressee thereof or sent to the addressee thereof by e-mail, facsimile or registered post at the following address or to such other address or place as such Party may from time to time designate in writing:

If to the **Owners**:

Kind Attn: Mr. Rajesh J Kadakia & Mr. Sharad J Kadakia
Address: Plot No. 24, Sy. No. 157/7 (Part), Seetharam Nagar, Near Diamond Point, Thokatta (Sikh) Village, Picket, Hyderabad, Secunderabad, Telangana, India, 500009.

If to the **Consultant**:

Trinity Partners
3rd Floor, Oyster Plaza, Somajiguda Circle, Hyderabad 500016
Tel: +91 92461 60675

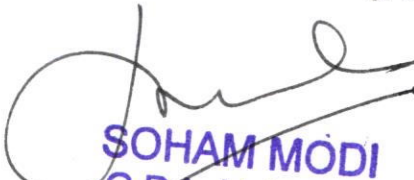
- 13.2. Any notice or other communication sent as above provided or delivered by any other method which constitutes adequate evidence of delivery, will be considered as received for all purposes of such notice on the date of delivery.

14. DISPUTE

- 14.1. This Agreement is made in Hyderabad and if any dispute or difference arises between the Parties as to any term or provision of this Agreement, the Parties shall promptly meet and attempt in good faith to resolve such dispute or difference by amicable negotiations; a court of competent jurisdiction in Hyderabad shall have jurisdiction over any dispute or difference arising out of this Agreement at the instance of either Party.

15. JURIDICTION

- 15.1. This Agreement shall be governed by and construed in accordance with the laws of India and the courts at Hyderabad shall have exclusive jurisdiction.


SOHAM MODI
G.P.A. Holder of
Rajesh. J. Kadakia


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G.P.A. Holder of
Sharad. J. Kadakia



16. TENURE OF THE AGREEMENT AND TERMINATION

- 16.1 The landlord shall review the performance of the consultant on a quarterly basis during the term of this contract.
- 16.2 The validity of this Agreement will be from the date of this Agreement for a period of 12 Months, from the date of denotification order, and thereafter can be extended on mutually agreed period between the Parties in writing.
- 16.3 In cases where discussions have commenced with potential tenants during the term of the Agreement without any paperwork getting concluded, however within 03 months of the expiry or termination of the Agreement, an MOU / LOI / Agreement to Lease gets executed, such transactions would also be attributable to the Consultant and reasonable time would be provided for final closure as evidenced by an executed Lease Agreement.
- 16.4 The landlord can cancel the mandate at any point with 7 days advance notice. In case of cancellation before 30/6/25 cancellation fee of Rs. 5 lakhs shall be paid by the landlord to the Consultant for their efforts. Thereafter, the landlord will not be liable to pay any cancellation fee. However, the landlord will be liable to pay success fees as applicable.
- 16.5 Expansion & Extension: For all expansion space committed by a lessee within an initial lease agreement, fees shall be paid by the Owners to the Consultant and any third party broker as per the (fee slab for the already committed space) as per Clause 17. However, fees under this clause are payable subject to the lessee exercising its right of expansion and extension space during the validity period of this Agreement or within 6 months of termination of this Agreement as the case may be.


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17. REMUNERATION

17.1 Success based transaction fee:

The success based fee shall be payable as per the table depicted below:

Type of Transaction	Base Fee for TP Landlord Representation Team	Introducing Agent's fee	TOTAL Outflow for Landlord
Direct Deal TP Representation Team where no 3 rd party broker is involved	45 days NET Rent	Nil	45 days NET Rent
Deal through leads referred by Landlords/ Owners where no 3rd Party broker is involved	21 days NET Rent	Nil	21 days NET rent
Deal/RFPs through IPCs	60 days NET Rent	Up to 45 days NET Rent	60 days NET Rent
Deal/RFPs through other local brokers	45 days NET Rent	Up to 30 days NET Rent	45 days NET Rent

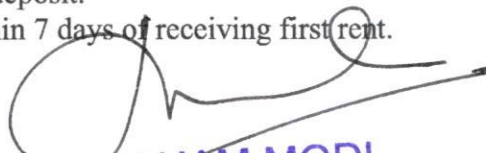
17.2. The fee for the Landlord representation shall be paid to TP landlord representation team as detailed in the table above.

17.2.1. Any modification in the Tenant rep fee will be considered by the Owners on a case to case basis.

17.2.2. Payment Timelines:

- 25% within 7 days of signing LOI/lease and receipt of atleast one months security deposit.
- 25% within 7 days of signing LOI/lease and receipt of atleast three months security deposit.
- 50% within 7 days of receiving first rent.


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17.2.3. GST as applicable on the aforesaid fee would be payable extra

17.2.4. All the payments will be made in the name of 'TRINITY PARTNERS' payable at Hyderabad by way of Demand Draft, Account Payee Cheque, or Bank Transfer

17.2.5. The Owners will consider payment of incentive to the Consultant over and above the Fee subject to mutually agreed terms and conditions for paying such incentive.

18. Marketing Collateral

All marketing information/collateral shall incorporate the Consultant's logo, suitably placed (other than the material already available with the Owners).

19. Others

GST as applicable would be payable on the above fees by the Owners

20. Force Majeure

The obligations provided in this Agreement shall not apply in case of Force Majeure Events i.e. events that are beyond the control of any Party. For the purposes of this Agreement, the Force Majeure Events means and includes without limitation (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorist attacks, sabotage, epidemic; (d) strikes; (e) the promulgation of or any amendment in any law or

The policy of the Government Authority which prevents the fulfillment of obligations under this Agreement or court order; or (g) any other event or circumstance analogous to the foregoing.

In the case of the Force Majeure Events, the Parties shall mutually discuss and decide the revised implementation plan with timelines and the benchmarks.

For Trinity Partners:

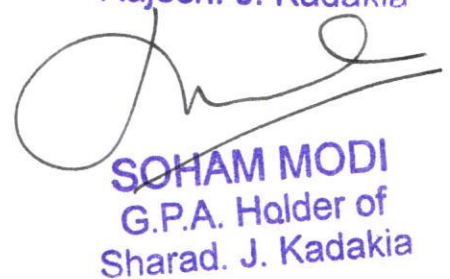


Name: Vijay Sarathi
Designation: Managing Partner
Date:

For Owner:



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Rajesh. J. Kadakia



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