

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on 11th June 2025 ("Effective Date"), by and between:

Housp Tech India Pvt Ltd, a company incorporated under the Companies Act, 2013, having its registered office at B-39, FF, main loni road, jyoti nagar east, Delhi - 110093, operating a real estate technology platform enabled by machine learning and artificial intelligence, specializing in facilitating secondary market real estate transactions (hereinafter referred to as "Housp");

AND

Kapil Gupta (Realty Made Easy), an independent real estate Agent or duly registered broker firm, having its principal office at S-66 7th floor NPX Urbtech Tower Sector 153, engaged in facilitating resale property transactions (hereinafter referred to as the "Agent").

Housp and the Agent may be individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, Housp Tech India Pvt Ltd is a real estate technology platform enabled by artificial intelligence and machine learning, specializing in facilitating secondary market real estate transactions;

WHEREAS, the Agent is engaged in the business of sourcing resale properties and facilitating real estate transactions, and possesses relevant market experience, network, and documentation capabilities;

WHEREAS, Housp desires to onboard the Agent onto its platform in a non-exclusive capacity to contribute property listings and support transaction closures initiated via the Housp ecosystem;

NOW, THEREFORE, in consideration of the mutual covenants and understanding contained herein, the Parties agree to the terms and conditions set forth in this Memorandum of Understanding.

1. DEFINITIONS

For the purposes of this MOU, unless the context otherwise requires, the following terms shall have the meanings ascribed to them:

- **"Platform"** means the digital interface, tools, and internal systems provided by Housp for listing, transaction tracking, lead management, and communication purposes.

- **“Transaction”** means a successful property sale or agreement to sell that is facilitated directly or indirectly through a listing, lead, or introduction generated via the Housp platform.
- **“Brokerage”** refers to the agreed commission payable to the Agent for a Transaction where the Agent has contributed materially to the closure, subject to terms recorded separately.
- **Agent Code”** means the unique identification code assigned by Housp to each onboarded Agent, which shall be the Agent’s mobile number as linked with their Aadhaar card. This code shall be used for tracking platform activity, listings, transactions, and all communications associated with that Agent.

2. Onboarding & Access

- 2.1** Upon signing of this MOU and completion of Housp’s onboarding formalities, the Agent shall be granted limited access to Housp’s internal partner interface or dashboard, through which the Agent may upload listings, manage leads, and coordinate transactions facilitated via the Housp ecosystem.
- 2.2** Each Agent shall be assigned a unique Agent Code, which must be used in all interactions and communications with Housp. This code will also be referenced in platform reports and transaction records.
- 2.3** In the event the Agent changes their registered mobile number, they shall immediately notify Housp in writing and provide supporting documentation (including Aadhaar linkage, if applicable). Housp shall update the Agent Code in its internal system upon successful verification. Failure to update the Agent Code may result in loss of attribution or access.

3. Roles & Responsibilities of the Agent

- 3.1** The Agent shall actively contribute verified resale property listings for publication on the Housp platform and engage with potential buyers. The Agent is expected to exercise professional diligence in sourcing accurate property information, ensuring that titles are clear to the best of their knowledge, and that the listed properties are available for sale with proper documentation. The Agent shall ensure that only serious and transaction-ready buyers are introduced to Housp, and shall refrain from engaging speculative or non-committed buyers who may disrupt or delay the transaction process.

3.2 The Agent shall coordinate with sellers for scheduling visits, collecting ownership and regulatory documents, and responding to buyer queries in a timely manner. In the event a transaction progresses, the Agent shall remain involved through the negotiation and execution process, liaising with legal, financial, and operational stakeholders as required. The Agent acknowledges that all communications with buyers or sellers routed via Housp shall be shared transparently with the Housp team and platform updates maintained accordingly.

4. Commission Terms

4.1 The Agent shall be eligible for commissions only upon the successful closure of a transaction in which the Agent played a demonstrable role. Commission structures shall be governed by the terms set out in this Agreement.

4.2 In the event the Agent introduces a Seller to Housp and such Seller executes a Seller Mandate with Housp, the Agent shall be entitled to a commission of one percent (1%) of the value specified in the Seller Mandate, subject to the following conditions. Upon execution of the Seller Mandate, all communications, buyer negotiations, and transaction processes shall be exclusively handled by Housp. The Agent shall not engage the Seller independently for the same Property, unless expressly authorized in writing by Housp.

- An amount equivalent to 0.5% of the Seller Mandate value shall be payable to the Agent upon execution of the Seller Mandate by the Seller and confirmation that the Seller agrees to all obligations outlined therein.
- The remaining 0.5% shall be payable upon successful completion of the transfer or registration of the property in favor of the Buyer.
- In case of ready-to-move-in properties, “completion” shall refer to the execution and registration of the sale deed in the name of the Buyer.
- In case of under-construction properties, “completion” shall mean the issuance of transfer or assignment documents by the builder/promoter, duly reflecting the Buyer as the new allottee or owner, in accordance with applicable laws or builder processes.
- The Agent shall not be entitled to any additional commission, bonus, or claim beyond the structure defined above, irrespective of the actual sale value or appreciation in property price post signing of the mandate.

- 4.3** If the Agent introduces a Buyer who ultimately purchases a property listed on the Housp platform, the Agent shall be entitled to a commission of one point five percent (1.5%) of the final sale value, subject to the following conditions:
- The sale value shall be determined based on the actual transaction value at which the Buyer acquires the property, regardless of the Seller Mandate value.
 - Commission shall be payable only upon: (a) Completion of registration or legal transfer of the property in the Buyer's name; and (b) Full discharge of Housp's obligations towards the Buyer and/or Seller in the said transaction.
 - If the transaction does not culminate in a registered sale or legally recognized transfer, or is cancelled for any reason, the Agent shall not be entitled to the commission.
- 4.4** In transactions where two different Agents are involved (one for the Seller and the other representing the Buyer), each Agent shall be compensated independently in accordance with Clauses 4.2 and 4.3. In the event of overlapping claims or lead attribution disputes, Housp shall rely on its internal CRM, platform logs, communication records, and timestamps to determine the originating Agent. Housp shall not mediate or arbitrate such disputes beyond verifying platform data, and its attribution decision shall be final and binding on all parties.
- 4.5** All Agents are required to raise a formal tax-compliant invoice to Housp after fulfillment of the conditions stated above. Subject to the invoice being accurate and complete, Housp shall process the payout within thirty (30) working days from the date of invoice submission. All payments to the Agent shall be subject to deduction of applicable taxes, including but not limited to Tax Deducted at Source (TDS) as per applicable law. The Agent shall be responsible for compliance with their own tax obligations on the amounts received under this MOU.
- 4.6** No commission shall be payable in the event of cancellation, withdrawal by either party, or disputes that result in non-closure of the transaction. If any part of the commission has already been paid prior to such cancellation, Housp reserves the right to forfeit any future commission payable and recover the amount already paid, either in full or in part, depending on the circumstances and reasons for cancellation. Applicable taxes, including GST, shall be deducted or paid as per statutory norms.
- 4.7** In the event two or more Agents claim commission for the same party or transaction, Housp shall resolve the dispute solely based on platform data, Agent Code activity logs, listing timestamps, and internal communication records. The Agent who first introduced the relevant party through a valid and recorded platform entry shall be entitled to the commission. Housp's determination in such matters shall be final, non-contestable, and binding. Agents waive any rights to pursue further claims related to disputed commission attribution under this clause.

4.8 For the avoidance of doubt, all lead attribution, listing ownership, and dispute resolution related to commission eligibility shall be based on Housp's internal platform activity logs, which are directly linked to the Agent Code (i.e., the mobile number registered with Aadhaar). Any activity or communication traceable to the registered Agent Code shall be treated as definitive proof of agent involvement. Agents agree that these logs shall be conclusive and binding in the event of a dispute.

4.9 No commission shall be payable where the introduction cannot be reasonably verified or where the Agent's involvement is not substantiated by platform activity or prior acknowledgment by Housp.

5. Platform Conduct & Non-Circumvention

5.1 The Agent agrees to act in good faith, maintain professional standards, and comply with all platform policies notified by Housp from time to time. The Agent shall not misrepresent facts, solicit leads routed by Housp for off-platform transactions, or attempt to bypass Housp's listing or fee structure. Any such act shall constitute a material breach of this MOU and may result in suspension or permanent deactivation from the Housp platform.

5.2 In case a buyer or seller is introduced through Housp and the Agent independently facilitates a transaction without routing it through the platform or without prior written consent from Housp, such conduct shall constitute a material breach of this MOU. Housp reserves the right to immediately suspend or permanently deactivate the Agent's platform access and pursue legal remedies, including but not limited to compensation for any proven losses or disruption caused by the circumvention.

5.3 The Agent shall not directly or indirectly solicit, engage, or transact with any buyer or seller introduced by Housp without routing the transaction through the platform or notifying Housp.

5.4 In the event Housp is already in active communication with a seller, and an Agent subsequently lists the same seller or property on the platform, Housp shall reserve the right to reject the Agent's listing and continue its ongoing engagement with the seller. Such action shall not be considered misconduct, breach, or unfair treatment, and the Agent shall not be entitled to raise any objections or claims in such cases.

6. Confidentiality

- 6.1** Both Parties agree to maintain confidentiality over all non-public, proprietary, or commercially sensitive information exchanged during the course of this engagement. This includes, but is not limited to, lead data, pricing discussions, transaction documents, seller/buyer contact details, internal platform tools, and operational workflows shared by Housp.
- 6.2** The Agent shall not disclose or use any such information for personal gain or to engage with third parties in a manner that could harm Housp's commercial interest or compromise a transaction. Similarly, Housp shall protect any confidential documentation or personal information shared by the Agent in connection with their listings or clients.
- 6.3** These confidentiality obligations shall survive the termination or expiry of this MOU for a period of two (2) years, unless otherwise waived in writing.

7. Termination

- 7.1** This MOU shall remain in effect unless terminated by either Party with prior written notice of fifteen (15) days. Either Party may terminate the MOU without cause; however, termination shall not impact any rights or entitlements already accrued, including commissions from transactions initiated before termination.
- 7.2** Housp reserves the right to immediately suspend or terminate the Agent's platform access in the event of any breach of conduct, misrepresentation, fraud, or circumvention of platform processes. Upon termination, the Agent shall cease using all platform materials, remove Housp branding from any marketing, and return or delete all confidential materials received during the engagement. All actions taken under this MOU shall be tracked against the Agent's designated Agent Code.
- 7.3** If at any stage it is discovered that the Agent has provided an invalid or unverifiable mobile number, or if the number is not linked to the Agent's Aadhaar as claimed, Housp reserves the right to immediately suspend or revoke the Agent's access to the platform. In such cases, any pending commissions may be withheld at Housp's sole discretion until verification is complete.

8. Suspension and Blacklisting

Housp reserves the right to suspend or permanently blacklist the Agent from the Housp platform in the event of repeated misconduct, breach of platform policies, non-disclosure of conflicts, or any action that undermines Housp's commercial interests. In such cases, any commissions payable may be withheld or forfeited at Housp's sole discretion. Suspension decisions shall be documented internally and tracked using the Agent Code.

9. Future Commercial Terms

Housp may charge a nominal registration or platform access fee of up to ₹999 (Nine Hundred Ninety Nine Rupees) for participation in its agent network and access to platform services. At present, this fee is being fully waived for all Agents as part of an initial onboarding incentive. Housp reserves the right to implement this charge at a later stage with prior written notice. Continued use of the platform after such notice shall constitute acceptance of the updated terms, without requiring execution of a new MOU.

10. Indemnity

- 10.1** The Agent agrees to indemnify, defend, and hold harmless Housp, its directors, employees, and affiliates against any claims, losses, damages, or expenses arising out of misrepresentation, breach of obligations, or unlawful conduct on the part of the Agent. This includes liability arising from disputes with clients, regulatory non-compliance, or actions that damage Housp's reputation or commercial interests.
- 10.2** Housp shall not be liable for losses arising from listing rejections, lead quality, third-party disputes, or failed transactions unless caused by gross negligence or willful misconduct attributable to Housp.


11. Governing Law & Jurisdiction

This MOU shall be governed by the laws of India. Any disputes or differences arising out of or in connection with this MOU shall be subject to the exclusive jurisdiction of the competent courts located in Delhi, India, where Housp's registered office is situated.

12. Acknowledgement

The Parties acknowledge and agree that this MOU does not constitute an employment, partnership, or principal-agent relationship. The Agent shall act as an independent service provider, and nothing in this MOU shall entitle the Agent to employment benefits, control rights, or obligations otherwise applicable to employees of Housp. The Parties have read and understood the terms and intend to abide by them in good faith throughout the course of their engagement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the day and year first written above.

For Housp Tech India Pvt Ltd 	For <u>Kapil Gupta (Realty Made Easy)</u>
Name: Karan Gupta	Name: Kapil Gupta
Date: 11 th June 2025	Date: 11 th June 2025