

ASSET MANAGEMENT & EXCLUSIVE SALE FACILITATION **AGREEMENT**

This Agreement is made and entered into on 6th September'2025, by and between:

Housp Tech India Private Limited, a company incorporated under the laws of India, having its registered office at B-39, Main Loni Road, Jyoti Nagar East, Delhi-110093 (hereinafter referred to as "Housp", which expression shall, unless repugnant to the context, include its successors and assigns),

AND

Mr. Manash Pratim Bhuyan, residing at House No. 42-A, Basisthapur Lane No. 1, Beltola Road, Guwahati-781006, Assam (hereinafter referred to as the "Seller", which expression shall, unless repugnant to the context, include their heirs, successors, and permitted assigns).

Housp and the Seller are hereinafter collectively referred to as the "Parties" and individually as a "Party".

1. PURPOSE & PROPERTY DETAILS

The Seller is the legal owner of the following real estate property and wishes to appoint Housp as the exclusive facilitator for its sale:

- Property Address: Flat 1504, Tower 30, Jaypee Kosmos, Sector-134, Jaypee Greens Wish Town, NOIDA-201304, Uttar Pradesh
- Property Type: Flat / Apartment (Unit No. KM30-1504)
- Registration Status: Registered

Housp shall assist in listing, marketing, coordinating buyer visits, and facilitating sale documentation during the Exclusivity Period of 60 days + 15 days grace period, on the terms set out below.

2. KEY TERMS

- a. The Seller grants Housp exclusive rights to list on website, market and facilitate the sale of the Property for a period of 60 (sixty) days + 15 days grace period starting from 9th September'25. During this period, the Seller shall not engage with any other agent, broker, or platform for the sale of the Property.
- b. The Base Value (property sale value) is mutually agreed at ₹70,00,000 (Rupees Seventy Lakhs only). Any sale consideration realized over and above ₹70,00,000 shall be retained by Housp as its Success Fee and shall be payable upon successful completion of the sale.
- c. The Seller has handed over one set of property keys to Housp for the purpose of coordinating site visits with prospective buyers. The keys shall be returned promptly if the agreement expires or is terminated.
- d. If, during the Exclusivity Period, the Seller sells or agrees to sell the Property to any party other than through Housp, the Seller shall be liable to pay 1% (one percent) of the Base Value to Housp as liquidated brokerage compensation.

3. REPRESENTATIONS & COVENANTS

The Seller hereby represents, warrants, and agrees as follows:

- The Seller is the lawful and rightful owner of the Property and has full authority to sell or transfer it.
- The Property is free from any material defect in title, legal dispute, encumbrance, or restriction unless disclosed in writing to Housp. All documents provided to Housp are genuine, valid, and not misleading.
- The Seller agrees to share scanned copies of all relevant ownership documents and their valid KYC (PAN and Aadhaar) by email to sellercommunications@housp.com for due diligence and internal record purposes.
- The Seller shall cooperate fully with Housp during the Exclusivity Period, including:
 - Providing all relevant documents and information;
 - Allowing site visits and buyer inspections;
 - Not engaging in parallel negotiations or offers outside this arrangement;
 - Disclosing any known obligations (builder dues, litigation, etc.) that may impact sale.

4. ADDITIONAL PROTECTIONS

- a. Any buyer introduced, influenced, or contacted via Housp including during site visits, calls, or platform inquiries shall be deemed a Housp-originated lead. If the Seller enters into a sale agreement with such a buyer during 60 days + 15 days grace period of the Exclusivity Period, the Success Fee or 1.50% brokerage whichever is higher, shall still apply.
- b. Housp shall act as a facilitation partner and will not be held liable for delays in sale closure arising from buyer-side financing, documentation gaps, registration bottlenecks, or market conditions beyond its control.
- c. Transfer of the property is the whole and sole responsibility of the Seller. In case of failure to transfer the property, agreement will be considered as breached, following penalties.

5. TERMINATION

This Agreement shall automatically terminate at the end of the Exclusivity Period unless extended by written consent of both Parties.

Housp or the Seller may terminate the Agreement earlier in the event of material non-cooperation, concealment of ownership issues, or misrepresentation by any party. All rights accrued prior to termination shall survive and remain enforceable.

6. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of India.

In case of any dispute, the Parties shall first attempt to resolve the matter amicably. If unresolved within 30 days, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed mutually, seated in Delhi, and the proceedings shall be in English.

7. MISCELLANEOUS

- All notices shall be in writing and may be sent by email or registered post to the addresses provided above.
- This Agreement contains the entire understanding between the Parties and supersedes any prior verbal or written discussions.
- Any amendment to this Agreement must be made in writing and signed by both Parties.
- If any provision is found unenforceable, the remaining provisions shall continue in full force.

This Agreement is executed voluntarily and with full understanding of its contents. The Parties confirm that they have read and understood the terms and conditions and agree to be legally bound by the same.

IN WITNESS WHEREOF, the Parties have executed this Asset Management & Exclusive Sale Facilitation Agreement on the date first mentioned above.

For Housp Tech India Private Limited

Authorized Signatory

Name: Karan Gupta

For the Seller

Name: Manash Pratim Bhuyan