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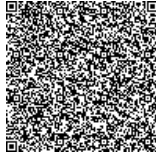


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e-Stamp

|                                  |   |      |
|----------------------------------|---|------|
| <b>Certificate No.</b>           | : IN-UP09357440112467Y  | ₹100 |
| <b>Certificate Issued Date</b>   | : 15-Feb-2026 02:21 PM  |      |
| <b>Account Reference</b>         | : NEWIMPACC (SV)/ up16002904/ GHAZIABAD SADAR/ UP-GZB                   |      |
| <b>Unique Doc. Reference</b>     | : SUBIN-UPUP1600290414475811125578Y                                     |      |
| <b>Purchased by</b>              | : Housp Tech India Private Limited                                      |      |
| <b>Description of Document</b>   | : Article 5 Agreement or Memorandum of an agreement                     |      |
| <b>Property Description</b>      | : Asset Management and Sale Facilitations Agreement Eldeco LBTG L4/2003 |      |
| <b>Consideration Price (Rs.)</b> | :   |      |
| <b>First Party</b>               | : Housp Tech India Private Limited                                      |      |
| <b>Second Party</b>              | : Aditya Narayan Pande and Shivani Sharma                               |      |
| <b>Stamp Duty Paid By</b>        | : Housp Tech India Private Limited                                      |      |
| <b>Stamp Duty Amount(Rs.)</b>    | : 100<br>(One Hundred only)   |      |

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**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## ASSET MANAGEMENT & SALE FACILITATION AGREEMENT

This Agreement is made and entered into on this 22<sup>nd</sup> February 2026, by and between:

**Housp Tech India Private Limited**, a company registered 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

**Aditya Narayan Pande** (Aadhar – 298005291475) and **Shivani Sharma** (Aadhar - 463186773206) hereinafter collectively referred to as “**Seller**”, which expression shall, unless repugnant to the context, include their heirs, successors, and permitted assigns.

Both parties collectively referred to as the “Parties” and individually as a “Party.

**WHEREAS** Housp is a real estate technology platform enabled by machine learning and AI, specializing in facilitating secondary market real estate transactions.

**WHEREAS** the Seller is the absolute and lawful owner of the property described in this Agreement and wishes to engage Housp for its sale;

**WHEREAS** Housp agrees to act as the exclusive facilitator for the sale of the Property during the Exclusivity Period, assisting in the marketing, negotiation, and finalization of the transaction, subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and representations set forth herein, the Parties agree as follows:

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them:

- a. “**Agreement**” means this Asset Management & Sale Facilitation Agreement, including all annexures, schedules, and amendments made in writing.
- b. “**Annexure(s)**” means the documents attached to this Agreement as part of the execution package, including the Deal Summary Sheet, Document Checklist, and Payment Plan.
- c. “**Booking Amount**” means the token advance paid by the Buyer to the Seller towards the purchase of the Property, as specified in Annexure C.
- d. “**Buyer**” means the party identified as the purchaser of the Property during the transaction facilitated by Housp.

- e. **“Buyer Introduced by Housp”** means if any inquiry, site visit, communication, or negotiation was initiated, coordinated, or influenced through Housp’s platform, personnel, or marketing, whether directly or indirectly.
- f. **“Deal Summary”** means the annexure (Annexure A) that captures commercial variables including sale price, exclusivity period, Security Amount, payment timelines, and other transaction-specific terms.
- g. **“Effective Date”** means the date of execution of this Agreement by the Seller and Housp.
- h. **“Exclusivity Period”** means the duration during which Housp has exclusive rights to market and sell the Property, as set out in Annexure A.
- i. **“Exclusivity Obligations”** shall mean the Seller’s commitment to route all sale-related inquiries, negotiations, offers, and transactions exclusively through Housp during the Exclusivity Period (including grace or extension periods). This includes refraining from engaging with third parties, finalizing direct deals, or undermining Housp’s facilitation efforts in any form.
- j. **“Property”** means the real estate asset offered for sale by the Seller and identified in Annexure A.
- k. **“Security Amount”** means the amount paid by Housp to the Seller as consideration for granting exclusive selling rights for the Exclusivity Period, as defined in Annexure A.
- l. **“Seller”** the individual entering into this Agreement to engage Housp for sale of the Property.
- m. **“Success Fee”** means the amount retained by Housp as its service fee, representing any consideration realized over and above the agreed Selling Price (or Base Value), as specified in Annexure A. For the purpose of this Agreement, the Base Value is ₹1,17,50,000 (one crore seventeen lakhs fifteen thousand only) (transfer charges to be borne by the seller), unless otherwise revised in Annexure 1(B).
- n. **“Selling Price”** means the minimum consideration payable by the Buyer to the Seller upon successful completion of the sale transaction, as recorded in Annexure A (Deal Summary). It is the net amount the Seller agrees to accept from the Buyer, exclusive of Success Fee realized during negotiation.

1.2 Any reference to the singular shall include the plural and vice versa. Headings are for reference only and shall not affect the interpretation of this Agreement.

## **2. SCOPE OF ENGAGEMENT**

2.1 The Seller hereby engages Housp to provide services related to marketing, facilitating, and managing the sale of the Property, in accordance with the terms of this Agreement.

2.2 Housp shall have the exclusive right to list, promote, and present the Property to potential buyers, coordinate buyer due diligence, assist in negotiations, and manage transaction closing, including coordination of documentation, regulatory steps, and execution support.

2.3 The Seller agrees to cooperate fully and in good faith with Housp during the Exclusivity Period and shall not engage with any other agent, broker, or platform for the sale of the Property during such Exclusivity Period, except as otherwise mutually agreed in writing.

2.4 Housp shall not be liable for failure to conclude a transaction if such failure is due to legal disputes affecting the Property.

2.5 Housp confirms to have verified the authenticity of the documents as per the Property Document Checklist (Annexure B) and has conducted necessary due diligence before proceeding with the execution of this Agreement.

## **3. EXCLUSIVE SELLING RIGHTS AND OBLIGATIONS OF THE SELLER**

3.1 The Seller grants Housp the exclusive right to facilitate the sale of the Property for the duration specified in Annexure A (Deal Summary) (“Exclusivity Period”). During this period, the Seller shall not engage (directly or indirectly) any other agent, broker, or platform to market or sell the Property, nor shall the Seller solicit or entertain offers outside Housp’s platform or process, unless otherwise agreed in writing by Housp. Any transaction involving a Buyer introduced, influenced, or facilitated by Housp shall be deemed to fall within the scope of this Agreement, irrespective of the platform or method used for execution. Provided that such applicability shall be limited strictly to transactions concluded during the Exclusivity Period (including the Grace Period, if applicable) and shall not extend to any transaction with unrelated third-party buyers after expiry of the Exclusivity Period.

3.2 In case the Property is not registered in the Seller’s name on the Effective Date, it is understood by the parties that the Exclusivity Period shall commence from the date on which the Seller

receives any of the legal ownership documents such as an allotment letter or builder-issued transfer letter reflecting the Seller's title, even if registration is pending due to the Property being under construction, as specified in Annexure A.

- 3.3 Any additional buffer period (referred to as "Grace Period") following the expiry of the initial Exclusivity Period, during which Housp retains exclusive rights, is specified in Annexure A. During this Grace Period, all terms of exclusivity remain in force. The Grace Period may be granted by the Seller to Housp, at Seller's sole and exclusive discretion, only on the account for minor operational delays and shall be construed as an extension unless agreed otherwise in writing.
- 3.4 If the Seller agrees to grant the Grace Period and Seller completes the sale of the Property to a Buyer during the Grace Period, or uses the Grace Period to bypass Housp's involvement, such sale shall be deemed to fall under this Agreement, and the Seller shall remain liable to pay Housp its full Success Fee as if the sale was concluded during the Exclusivity Period.
- 3.5 The Seller agrees to fully cooperate with Housp in all aspects of listing, promoting, and facilitating the sale of the Property. This includes providing all relevant documents (including builder correspondence and buyer history), coordinating site visits with the builder or on-site team (if applicable), and transparently disclosing all obligations linked to the Property. The Seller shall not misrepresent facts or engage in parallel negotiations with third parties that could obstruct the sale process.
- 3.6 Any future financial, documentation-related, or compliance demands raised by the builder, society, development authority, or any third party and applicable during the Exclusivity Period shall be the sole responsibility of the Seller. Housp shall not be liable for delays or transaction impact arising from such demands, provided it has acted in good faith to coordinate the transaction.
- 3.7 In the event the Seller breaches the Exclusivity Obligation under this Clause, including but not limited to engaging in parallel negotiations, withholding material information, refusing buyer access, or concluding a transaction directly or indirectly with any Buyer introduced or facilitated by Housp, including any nominee, family member, or representative acting on behalf of the Seller, whether formally disclosed or not ("**breach**"), the following consequences shall apply:
- a. The Seller shall refund the full amount received from the Buyer (including any Booking Amount or advance), through the original mode of payment, within 7 (seven) working days of the Breach.
  - b. The Seller shall pay Housp liquidated damages limited to the aggregate of (a) forfeiture of the

Security Amount and (b) documented out-of-pocket costs incurred by Housp towards marketing, legal, and transaction facilitation, capped at INR 50,000 (Rupees Fifty Thousand) plus applicable GST. The Parties agree that this amount represents a genuine pre-estimate of aggregate amount of loss that Housp may incur due to breach on the part of Seller in fulfilling its Exclusivity Obligation specified in this Agreement and Seller's sole and exclusive liability under this Agreement.

#### **4. PRICING & PAYMENT TERMS**

- 4.1 The Seller and Housp agree that the Property at the Selling Price specified in Annexure A (Deal Summary). Any amount realized over and above this agreed price shall constitute the Success Fee, which shall be retained by Housp as its service fee.
- 4.2 The total sale consideration shall be received in accordance with the agreed payment structure as specified in Annexure A of this Agreement. Housp shall raise an invoice to the Seller towards the Success Fee once the Seller has received the percentage of sale consideration specified in Annexure A. The final amount payable to the Seller shall not be subject to any deductions.
- 4.3 The Parties agree that the disbursement of funds by the Buyer shall follow the schedule set out in Annexure C of this Agreement, and same shall not be subject to any variation.
- 4.4 The Buyer shall be deemed formally identified and confirmed on the date of execution of the Agreement to Sell (ATS) between Seller and Buyer. All transactional obligations linked to buyer-side milestones shall begin from such date.
- 4.5 A Booking Amount shall be collected from the Buyer at the stage of transaction confirmation, and same shall be held with Seller, as per the agreed structure specified in Annexure C of this Agreement. This Booking Amount shall be adjusted against the final sale consideration payable by the Buyer to the Seller at the time of closing.
- 4.6 While Housp shall make all reasonable efforts to support and coordinate the progress of the transaction, it shall not be held responsible for delays caused by factors outside its control including banking procedures, loan disbursement timelines, registration/transfer delays, or legal formalities. The Seller acknowledges that such delays, though unfortunate, may arise from third-party processes and shall not be treated as a breach of this Agreement by Housp.

## **5. SECURITY AMOUNTS AND SELLER PAYOUTS**

5.1 In consideration of the Seller granting Housp the exclusive right to facilitate the sale of the Property, Housp shall pay the Seller a Security Amount within two (2) working days as specified in Annexure A, upon execution of this Agreement.

5.2 The Seller acknowledges and agrees that:

- If the Property is sold within the Exclusivity Period through Housp, then upon successful completion of Property transfer/registration, the Seller shall refund the Security Amount of Rs 1,18,000/- received from Housp within 5 (five) working days, via cheque or bank transfer in favor of Housp Tech India Pvt Ltd.
- If the Property is not sold within the Exclusivity Period and there is no Breach by the Seller, the Security Amount shall be retained by the Seller as consideration for granting exclusive rights to Housp.
- If the Seller Breaches the Exclusivity Obligations, withdraws the Property prematurely, or sells the Property through any other source during the Exclusivity Period, the Seller shall refund an amount equal to twice (2X) the Security Amount to Housp within 10 (ten) working days of such breach, failing which Housp may initiate recovery proceedings.

The exact disbursement amount, timing, and any applicable variations are specified in Annexure A (Deal Summary) of this Agreement.

## **6. REFUND CONDITIONS AND CONTINGENCY EVENTS**

6.1 In the event the Buyer is unable to secure a home loan or any required financing due to reasons attributable to the Buyer including but not limited to a low CIBIL score, lack of income eligibility, or any other creditworthiness issue the Seller shall be entitled to forfeit up to 10% of the amount received from the Buyer, including any Booking Amount. The Parties acknowledge that such failure constitutes a Buyer default. No refund shall be due from the Seller in such cases, and the Exclusivity Period shall restart upon confirmation of such default.

6.2 Wherever the Seller is required to refund any amount to the Buyer (including any Booking Amount) or to Housp (including the Security Amount), such refund shall be routed through the same mode of payment by which the amount was originally received, unless otherwise agreed between the Parties in writing. If any refund to the Buyer or Housp is delayed beyond the time period prescribed under this Agreement, the Seller shall be liable to pay interest at 12% per annum

on the amount due, calculated on a daily basis from the due date until the refund is completed.

## **7. BROKERAGE & FEES**

7.1 The Parties acknowledge that no separate brokerage fee is payable under this Agreement. All commercial consideration and payouts are governed solely by the terms outlined in Annexure A (Deal Summary).

## **8. BREACH & PENALTIES**

8.1 If the Seller breaches the Exclusivity Obligations under this Agreement, including but not limited to engaging another broker, agent, or directly finalizing a sale during the Exclusivity Period. The Seller shall be liable to pay Housp liquidated damages strictly in accordance with Clause 3.6. This shall be payable irrespective of whether Housp facilitated the transaction. This Clause shall be read in conjunction with Clause 3.7, which sets out additional remedies and refund obligations in the event of such breach.

8.2 If the Seller fails to provide required documents (Annexure B), refuses reasonable access for buyer inspections, or otherwise hinders the sale process, Housp shall issue a written notice granting the Seller a cure period of fifteen (15) days to remedy such default. Housp may terminate this Agreement and claim applicable damages as specified in section 3.7 of this Agreement only upon Seller's failure to cure within such period.

8.3 If the Seller fails to pay Housp the success fee, or any other agreed charges, Housp reserves the right to initiate legal proceedings for recovery and claim interest at the rate of 10% per annum on the unpaid amount.

8.4 In the event that Housp commits a material breach of its obligations under this Agreement including but not limited to failure to list the Property after confirmation, failure to coordinate or support the transaction process as agreed, or intentional withholding of Seller payments without justification, the Seller shall be entitled to seek appropriate remedies, including termination of this Agreement and recovery of proven losses or damages resulting directly from such breach.

## **9. REPRESENTATIONS & WARRANTIES**

9.1 The Seller represents and warrants that they are the lawful owner of the Property, have full authority to sell it, and that the Property is free from any encumbrances, legal disputes, or third-

party claims save and except mortgage created on this Property with Tata Capital Housing Limited. The Seller further warrants that all documents provided to Housp are genuine, valid, and free from misrepresentation or fraud.

9.2 Housp represents that it is a technology-enabled real estate platform that will use its expertise, marketing tools, and AI-driven systems to facilitate the sale of the Property. While Housp shall make best efforts to secure a transaction within the Exclusivity Period, it does not guarantee the completion of a sale, as outcomes are dependent on market conditions, buyer response, and external approvals. However, in recognition of this commitment, Housp provides a Security Amount to the Seller under Clause 5.1, which shall be retained by the Seller as compensation if the Property remains unsold and there is no breach on the Seller's part. This Security Amount reflects Housp's commercial assurance for performance during the Exclusivity Period.

9.3 The Seller shall not be held liable for delays or legal issues arising after registration of the Property in the Buyer's name, provided that the Seller has submitted all relevant documents as listed in Annexure A, disclosed any known litigation, encumbrances, or restrictions, and allowed the Buyer sufficient opportunity to conduct due diligence. Title verification, SARFAESI checks, and other assessments shall be the responsibility of the Buyer and/or Housp prior to execution of sale documents.

## **10. CONFIDENTIALITY**

10.1 The Parties acknowledge that, during the course of this Agreement, they may exchange or gain access to confidential and proprietary information, including but not limited to transaction details, financial information, marketing strategies, technological processes, business methodologies, and any other sensitive data, whether disclosed orally, in writing, or by any other means. Both Parties agree to maintain the confidentiality of such information and not disclose it to any third party without the prior written consent of the disclosing Party.

10.2 The obligation of confidentiality shall not apply to information that: (i) was already known to the receiving Party without any confidentiality obligation prior to disclosure; (ii) becomes publicly available through no fault of the receiving Party; (iii) is lawfully received from a third party without any confidentiality restriction; or (iv) is required to be disclosed under applicable law, court order, or regulatory directive, provided that the receiving Party gives prior notice to the disclosing Party (where legally permissible) and takes reasonable steps to limit such disclosure.

10.3 Each Party agrees to implement reasonable safeguards to protect confidential information from unauthorized access, use, or disclosure. Upon termination of this Agreement or upon request by the disclosing Party, the receiving Party shall promptly return or destroy all confidential materials, including any copies, records, or summaries thereof.

10.4 The obligations under this Clause shall survive the termination or expiration of this Agreement for a period of 3 years from the date of termination.

## **11. INDEMNIFICATION**

11.1 Each Party agrees to indemnify, defend, and hold harmless other Part from and against any claims, losses, liabilities, damages, costs, or expenses, including reasonable legal fees, arising from: (i) any misrepresentation, false statement;

Notwithstanding the foregoing, the Seller's indemnity obligations shall not apply to (a) matters expressly disclosed in writing prior to execution of this Agreement, (b) delays or demands arising solely due to the builder or any governmental or statutory authority and beyond the Seller's reasonable control, or (c) historical matters not known to the Seller at the time of execution and not reasonably discoverable through standard due diligence.

11.2 Housp agrees to indemnify and hold the Seller harmless against any losses, claims, or damages resulting from: (i) fraudulent misrepresentation or willful misconduct by Housp in the performance of its obligations; or (ii) any unauthorized disclosure of the Seller's confidential information in violation of Clause 10.

11.3 Except in cases of wilful misconduct or fraud, neither Party shall be liable for indirect, incidental, consequential, or punitive damages, including loss of profit, business interruption, or reputational damage. The maximum liability of either Party under this Agreement shall be limited to two times (2x) the security amount received in connection with the Property transaction. However, this limitation shall not apply to claims arising from Housp's intentional fraud, data breaches, or unauthorized use of Seller's confidential information."

## **12. FORCE MAJEURE**

12.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil disturbances, strikes, labor disputes, pandemics, government actions,

natural disasters, or any other unforeseen event rendering performance impossible or impracticable.

12.2 In the event of a force majeure occurrence, the affected Party shall promptly notify the other Party in writing, specifying the nature and anticipated duration of the disruption. Both Parties shall take reasonable steps to mitigate the impact of such an event and resume performance as soon as practicable. If the force majeure event continues for a period exceeding 3 months, either Party may terminate this Agreement without liability, provided that all obligations and payments due before the force majeure event shall remain enforceable.

### **13. GOVERNING LAW & JURISDICTION**

13.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.

13.2 Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts in Bangalore, India.

13.3 In the event of any dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties shall first endeavour to resolve such disputes amicably through negotiations. If the dispute remains unresolved within 30 days, the matter shall be referred to courts of Bangalore.

13.4 Notwithstanding the foregoing, either Party shall have the right to seek injunctive or equitable relief from a competent court to prevent any actual or threatened breach of confidentiality, intellectual property rights, or any other irreparable harm that cannot be adequately remedied through monetary compensation.

### **14. TERMINATION CLAUSE**

14.1 This Agreement may be terminated by mutual written consent of both Parties at any time. Either Party may unilaterally terminate this Agreement by providing 60 days' written notice if the other Party breaches any material obligation under this Agreement and fails to cure such breach within 30 days of receiving written notice. Additionally, either Party reserves the right to terminate this Agreement immediately in the event of fraud, misrepresentation, insolvency, or legal incapacity of the other Party. Upon termination, any obligations accrued prior to the date of termination, including payments due, shall remain enforceable. Termination of this Agreement shall not affect provisions that, by their nature, survive termination, including but not limited to

confidentiality, and governing law.

## 15. AMENDMENT & WAIVER

15.1 No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. Any waiver of rights or obligations under this Agreement shall not be deemed a continuing waiver or a waiver of any other provision unless expressly stated in writing. The failure of either Party to enforce any provision shall not be construed as a waiver of its right to enforce such provision at a later date.

## 16. NOTICES & COMMUNICATION

16.1 All notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered in person, sent by registered post, or dispatched via electronic mail with confirmation of receipt. Notices shall be sent to the addresses or email IDs specified by the Parties in this Agreement or as subsequently communicated in writing. Any change in the address or contact details must be notified to the other Party in writing, failing which any communication sent to the last known address shall be deemed duly received.

## 17. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein and supersedes all prior or contemporaneous agreements, whether written or oral. No representations, warranties, or agreements other than those explicitly stated in this Agreement shall be binding on either Party. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Asset Management & Sale Facilitation Agreement on the date first written above, intending to be legally bound.

| <b>For Housp Tech India Private Limited</b> | <b>For the Seller</b>   |
|---|---|
| <i>Authorized Signatory</i>                 | <i>Name: Aditya Narayan<br/>Pande and Shivani<br/>Sharma<br/>Date: _____<br/>Place: _____</i> |

**ANNEXURE 1**

**DEAL SUMMARY & APPLICABILITY CHECKLIST**

(To be read with the Asset Management & Sale Facilitation Agreement)

| <b>A. Property &amp; Ownership Details</b> |  |                                |                |
|--|--|--------------------------------|----------------|
| <b>Field</b>                               | <b>Options</b>   | <b>Applicable<br/>(Yes/No)</b> | <b>Remarks</b> |
| <b>Property Name / Identifier</b>          | Eldeco Live by the Greens  |                                |                |
| <b>Full Address</b>                        | L4/2003, Eldeco Live by the Greens, Sector 150, Noida, Uttar Pradesh- 201301 |                                |                |
| <b>Property Type</b>                       | Under Construction   | No                             |                |
|  | Ready to Move In   | Yes                            |                |
| <b>Possession Status</b>                   | Immediate  | No                             |                |
|  | Within 15 Days   | No                             |                |
|  | Builder Possession Pending   | Yes                            |                |
| <b>Title Status</b>                        | Registered   | No                             |                |
|  | Registration in Process  | No                             |                |
|  | Unregistered   | Yes                            |                |
| <b>Legal Nature</b>                        | Freehold   | No                             |                |
|  | Unregistered   | Yes                            |                |
|  | Inherited / GPA / SARFAESI   | No                             |                |

| <b>Seller's Ownership</b>                           | Individual  | No                         |   |
|---|---|----------------------------|---|
|   | Joint   | Yes                        |   |
|   | POA Holder  | No                         |   |
| <b>Builder Consent / NOC Required</b>               | Yes/No  | Yes                        | If resale of builder-unit   |
| <b>Possession Letter / OC / CC Received</b>         | Yes/No  | No                         | If RTMI   |
| <b>Key Possession</b>                               | Seller  | No                         |   |
|   | Builder   | Yes                        |   |
|   | Third-Party Broker  | No                         |   |
| <b>B. Commercial Terms &amp; Exclusivity Period</b> |   |                            |   |
| <b>Field</b>  | <b>Details / Options</b>  | <b>Applicable (Yes/No)</b> | <b>Remarks</b>  |
| <b>Selling Price (X) / Base Value (X)</b>           | In words: Day 1 to Day 45: ₹1,17,50,000 (Rupees One Crore Seventeen Lakhs Fifty Thousand only)<br>Day 46 to Day 90: ₹1,18,00,000 (Rupees One Crore Eighteen Lakhs only) |                            | For avoidance of doubt, the applicable Base Value shall be determined based on the date of execution of this agreement with the seller within the Exclusivity Period. |
| <b>Exclusivity Period</b>                           | 90 (ninety) days from the date of signing this agreement  |                            |   |
| <b>Grace Period</b>                                 | As may be mutually agreed between the Parties in writing via email prior to expiry of the Exclusivity Period.   |                            |   |
| <b>Success Fee (Y)</b>                              | Amount over Selling Price   |                            |   |
| <b>Success Fee Trigger</b>                          | Housp will raise an invoice upon receipt of 100% of the total sale consideration by the Seller.   |                            |   |
| <b>Security Amount</b>                              | Security amount = ₹1,18,000<br>In words: Rupees One Lakh Eighteen Thousand only   |                            |   |
| <b>Security Amount refund handling method</b>       | Routed via the original mode of Payment   |                            |   |

|                                      |   |  |             |
|--------------------------------------|---|--|-------------|
| <b>Initial Security Disbursement</b> | ₹1,18,000 within 2 (two) working days of execution of this Agreement. |  |             |
| <b>Brokerage Fee</b>                 | No separate brokerage fee is payable under this Agreement.            |  |             |
| <b>Liquidated Damage</b>             | 2x Security Amount will apply for breach or default                   |  | Section 5.2 |

**D. Payment Plan Selection (Annexure B)**

| <b>Option</b>                           | <b>Use Case</b>                       | <b>Applicable (Yes/No)</b> | <b>Remarks</b>   |
|---|---------------------------------------|----------------------------|------------------|
| <b>Standard Resale Plan</b>             | RTMI / Resale (Self-funded)           | No                         | Depends on buyer |
| <b>Home Loan Based Plan</b>             | Buyer using bank financing            | No                         | Depends on buyer |
| <b>Under-Construction Transfer Plan</b> | Builder NOC + tripartite              | No                         |                  |
| <b>Auction / Distress Plan</b>          | SARFAESI / Bank Recovery / Legal Sale | No                         |                  |
| <b>Custom Modifications to Plan</b>     | Yes / No                              | Yes                        |                  |

| <b>E. Exclusivity Trigger &amp; Key Handover</b>         |  |                                |                  |
|--|--|--------------------------------|------------------|
| <b>Trigger</b>   | <b>Options</b>                         | <b>Applicable<br/>(Yes/No)</b> | <b>Remarks</b>   |
| <b>Start of Exclusivity<br/>Period</b>                   | Agreement Execution                    | Yes                            |                  |
|  | Property Registration Date             | No                             |                  |
|  | Physical Key Handover                  | No                             |                  |
| <b>Keys to be Handed<br/>Over to Housp</b>               | Yes / No                               | Yes                            | RTMI             |
| <b>F. Refunds, Defaults &amp; Penalties</b>              |  |                                |                  |
| <b>Scenario</b>  | <b>Treatment</b>                       | <b>Applicable<br/>(Yes/No)</b> | <b>Remarks</b>   |
| <b>Buyer Loan<br/>Rejection (Buyer<br/>Fault)</b>        | Seller may forfeit up to 10%           | Yes                            | Section 6.1      |
| <b>Seller Breach /<br/>Premature Exit</b>                | Refund 2x Security amount              | Yes                            | Section 3.7, 8.1 |
| <b>No Brokerage<br/>Payable</b>                          | All claims shift to 2x Security Amount | Yes                            | Section 5.2      |
| <b>Seller backs out of<br/>confirmed<br/>transaction</b> | Liable for damages to Buyer & Housp    | Yes                            | Section 5.2      |

**ANNEXURE B**

**PROPERTY DOCUMENT CHECKLIST**

The following documents shall be provided by the Seller based on the nature and legal status of the Property being transacted:

| <b>S. No.</b> | <b>Transaction Type</b>            | <b>Document Required</b>            | <b>Remarks</b>   |
|---------------|------------------------------------|-------------------------------------|--|
| <b>1</b>      | <b>Under-Construction Property</b> | Builder Buyer Agreement (BBA)       | Primary ownership document in under-construction cases |
|               |                                    | Allotment Letter                    | Issued by developer on booking                         |
|               |                                    | Payment Receipts                    | For all payments made to builder                       |
|               |                                    | Demand Letters from Builder         | Confirms pending and paid amounts                      |
|               |                                    | Possession Offer Letter (if issued) | Where builder has offered final possession             |
|               |                                    | NOC from Builder (for resale cases) | Authorizes transfer to new buyer                       |
|               |                                    | RERA Registration Certificate       | Required under RERA for all eligible projects          |
|               |                                    | Seller's PAN and Aadhaar            | For KYC  |
|               |                                    |                                     |  |

*Housp reserves the right to request any additional documents not listed above that may be reasonably required for due diligence, buyer verification, or regulatory compliance. Failure to submit the applicable documents in a timely and complete manner may delay the transaction or result in termination of this Agreement.*

## ANNEXURE C

### INDICATIVE PAYMENT PLAN BETWEEN BUYER AND SELLER

This Annexure sets out the indicative payment structure between the Buyer and the Seller, depending on the nature of the transaction. The exact disbursement schedule shall be captured in the Agreement to Sell (ATS) or escrow agreement, as applicable.

#### **A. STANDARD SALE TRANSACTION**

| <b>Payment Stage</b>                    | <b>Description</b>  | <b>Percentage</b> |
|---|---|-------------------|
| Stage 1 – Booking Amount                | Initial token payment by Buyer to initiate transaction and reserve the property | 1%                |
| Stage 2 – Before ATS Acceptance         | Amount paid before signing the Agreement to Sell                                | 9%                |
| Stage 3 – Post ATS Acceptance           | Paid after ATS execution and legal acceptance of terms                          | 50%               |
| Stage 4 – Final Payment on Transfer Day | Paid on date of registration/transfer of ownership                              | 40%               |

#### **B. SALE TRANSACTION INVOLVING HOME LOAN**

| <b>Payment Stage</b>            | <b>Description</b>  | <b>Percentage</b> |
|---------------------------------|---|-------------------|
| Stage 1 – Booking Amount        | Initial token amount paid to initiate transaction and lock property | 1%                |
| Stage 2 – Before ATS Acceptance | Paid prior to execution of ATS                                      | 9%                |
| Stage 3 – Home Loan Disbursal   | Disbursed directly by bank/lender on final registry                 | 90%               |
| Total                           |   | <b>100%</b>       |

**Accepted and Agreed:** The undersigned confirm that the documents listed in Annexures form an integral part of the Agreement and shall be submitted in accordance with relevant clauses of the Agreement.

| <b>For Housp Tech India<br/>Private Limited</b> | <b>For the Seller</b>  |
|---|--|
| <i>Authorized Signatory</i>                     | <i>Name: Aditya Narayan Pande<br/>and Shivani Sharma<br/>Date:</i> |