

ASSET MANAGEMENT & SALE FACILITATION AGREEMENT

This Asset Management & Sale Facilitation Agreement (“Agreement”) is made and entered into on **20th March’26**, by and between:

Housp Tech India Private Limited, a company incorporated under the Companies Act, 2013 and 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 or meaning thereof, be deemed to include its successors and permitted assigns;

AND

Sanjeev Kumar Singh (Aadhar - 5276 7303 9825) residing at G 1202, 7 Plumeria Drive Vishnu Dev Nagar, Tathawade Pune City, PO: Punawale, DIST: Pune, Maharashtra - 411033 , hereinafter referred to as the “**Seller**”, which expression shall, unless repugnant to the context or meaning thereof, include his/her/their heirs, legal representatives, successors and permitted assigns.

Housp and the Seller are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party.**”

WHEREAS the Seller represents that he/she/they is/are the lawful owner or otherwise legally entitled to sell or transfer the rights in respect of the property described in Annexure A (Deal Summary) attached hereto and forming an integral part of this Agreement (hereinafter referred to as the “**Property**”);

WHEREAS Housp operates a technology-enabled real estate platform that facilitates secondary market property transactions by assisting property owners in marketing their properties, identifying prospective buyers, coordinating negotiations, and supporting the completion of transactions;

WHEREAS the Seller desires to engage Housp to facilitate the sale of the Property during the agreed exclusivity period, and Housp has agreed to provide such facilitation services subject to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the Parties hereby agree as follows.

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

- a) “Agreement” means this Asset Management & Sale Facilitation Agreement together with all annexures, schedules, and written amendments executed by the Parties.
- b) “Property” means the real estate asset offered for sale by the Seller and described in **Annexure A (Deal Summary)**.
- c) “Buyer” means any individual, entity, or person interested in purchasing the Property, whether identified directly or indirectly through the efforts, platform, marketing, or personnel of Housp.
- d) “Exclusivity Period” means the duration during which Housp shall have the exclusive right to facilitate the sale of the Property, as specified in **Annexure A**.
- e) “Base Value” means the minimum price or consideration that the Seller agrees to accept for the Property, as recorded in **Annexure A**, exclusive of any additional premium realized during negotiations.
- f) “Success Fee” means the fee payable to Housp in accordance with this Agreement, representing any amount realized over and above the Base Value or any other commercial structure specified in **Annexure A**.

1.2. Words importing the singular shall include the plural and vice versa, and references to a person shall include individuals, partnerships, companies, or other legal entities.

1.3. Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

2. SCOPE OF ENGAGEMENT

- 2.1. The Seller hereby appoints Housp, and Housp accepts such appointment, to facilitate the sale of the Property in accordance with the terms of this Agreement.

- 2.2. Housp shall provide services including but not limited to marketing the Property through its platform and network, identifying and introducing potential buyers, coordinating property viewings, assisting in negotiations between the Seller and prospective buyers, and supporting the documentation and transaction process leading to the sale of the Property.
- 2.3. The Parties acknowledge that Housp acts solely as a transaction facilitator and platform operator. The final decision to accept any offer, enter into an Agreement to Sell, or complete the transfer of the Property shall remain solely with the Seller.
- 2.4. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, agency relationship (except for limited facilitation purposes), or fiduciary relationship between the Parties beyond the scope of services expressly described herein.

3. EXCLUSIVITY

- 3.1. The Seller hereby grants Housp the exclusive right to facilitate the sale of the Property during the Exclusivity Period specified in **Annexure A (Deal Summary)**.
- 3.2. During the Exclusivity Period, the Seller shall not directly or indirectly appoint or engage any other broker, agent, consultant, or platform for the purpose of marketing or selling the Property, nor shall the Seller independently negotiate or conclude a transaction with any prospective buyer without the involvement of Housp.
- 3.3. Any buyer introduced, identified, or facilitated by Housp, whether through its platform, personnel, marketing efforts, or referrals, shall be deemed a Buyer introduced by Housp for the purpose of this Agreement.
- 3.4. In the event the Seller enters into a transaction for the sale of the Property with a Buyer introduced by Housp during the Exclusivity Period, whether directly or indirectly, the Seller shall remain liable to honour the commercial terms of this Agreement, including payment of the Success Fee.
- 3.5. The Seller agrees not to take any action that may circumvent or bypass Housp's role under this Agreement, including negotiating separately with buyers introduced through Housp or using third parties to complete such transactions.
- 3.6. The Exclusivity Period shall be strictly limited to forty-five (45) days from the date of execution of this Agreement, with an additional grace period of fifteen (15) days. Upon completion of the said sixty (60) days, this Agreement shall automatically terminate without any further obligations on either Party unless mutually extended in writing.
- 3.7. Upon expiry of the Exclusivity Period, Housp shall provide the Seller with a written list of prospective buyers formally introduced during the validity of this Agreement. Housp shall only be entitled to the Success Fee if the Seller completes a transaction with a buyer from this list within ninety (90) days from the date of expiry of the Agreement.

4. PRICING AND SUCCESS FEE

- 4.1. The Parties agree that the minimum price at which the Seller is willing to sell the Property shall be the Base Value, as specified in Annexure A (Deal Summary).
- 4.2. Any amount realized from the sale of the Property over and above the Base Value shall constitute the Success Fee, which shall be payable to Housp as consideration for its services under this Agreement, unless otherwise specified in Annexure A.
- 4.3. The Success Fee shall become payable only upon successful completion of the transaction and receipt of one hundred percent (100%) of the sale consideration by the Seller.
- 4.4. The Parties acknowledge that Housp's entitlement to the Success Fee arises from its facilitation of the transaction and shall remain payable even if the final transaction documentation is executed directly between the Seller and the Buyer.
- 4.5. The Seller shall retain the absolute and unconditional right to accept or reject any offer received for the Property, including offers below the Base Value, without incurring any liability or penalty under this Agreement.

5. SECURITY AMOUNT

- 5.1. In consideration of the Seller granting Housp the exclusive right to facilitate the sale of the Property, Housp may provide the Seller a Security Amount, the details of which shall be recorded in Annexure A.
- 5.2. If the Property is successfully sold during the Exclusivity Period through Housp's facilitation, the Seller shall refund the Security Amount to Housp in accordance with the commercial terms recorded in Annexure A.
- 5.3. If the Property is not sold during the Exclusivity Period and there is no breach of this Agreement by the Seller, the Security Amount shall be retained by the Seller in accordance with the terms recorded in Annexure A.
- 5.4. 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 INR 50,000 + GST to Housp within 10 (ten) working days of such breach, failing which Housp may initiate recovery proceedings.
- 5.5. If the Property is not sold during the Exclusivity Period of forty-five (45) days and the Grace Period of fifteen (15) days, this Agreement shall automatically terminate. Provided that the Seller has complied with all obligations under this Agreement and has not breached the exclusivity or cooperation requirements, the Security Amount paid by Housp shall stand forfeited and retained by the Seller. However, if the transaction fails solely due to a material breach by the Seller, including violation of exclusivity obligations or refusal to proceed with a mutually accepted offer at or above the Base Value, the Seller shall refund the Security Amount to Housp plus applicable penalties.

6. SELLER OBLIGATIONS

- 6.1. The Seller represents that he/she/they has/have the legal right and authority to sell or transfer the Property and shall ensure that the Property is free from undisclosed encumbrances, disputes, or third-party claims.
- 6.2. The Seller shall provide Housp with all relevant documents, information, and approvals required to facilitate the sale of the Property, including but not limited to title documents, builder correspondence, and any regulatory approvals.
- 6.3. The Seller shall cooperate with Housp in facilitating property viewings, responding to buyer inquiries, participating in negotiations, and completing transaction documentation.
- 6.4. The Seller shall promptly disclose any material issue affecting the Property, including legal disputes, financial liabilities, or restrictions that may affect the transfer or sale of the Property.
- 6.5. The Seller shall not engage in any conduct that may obstruct or delay the transaction process, including withholding material information or refusing reasonable cooperation required for completion of the sale.
- 6.6. Any future financial, documentation-related, or compliance demands raised by the builder, society, development authority, or any third party during the Exclusivity Period shall be the sole responsibility of the Seller until the transfer of the property. 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.

7. BUYER DEFAULT AND TRANSACTION FAILURE

- 7.1. The Parties acknowledge that the completion of the sale transaction may be subject to factors beyond the reasonable control of Housp, including buyer financing approvals, banking procedures, documentation timelines, regulatory requirements, or registration processes.
- 7.2. In the event a prospective Buyer withdraws from the transaction, fails to fulfil payment obligations, or is unable to complete the purchase due to reasons attributable to the Buyer, such event shall not constitute a breach of this Agreement by Housp.
- 7.3. The treatment of any advance, booking amount, or payment made by the Buyer shall be governed by the terms mutually agreed between the Seller and the Buyer in the relevant transaction documents, including the Agreement to Sell or any escrow arrangement.
- 7.4. The Seller acknowledges that Housp does not guarantee the successful completion of a transaction and shall not be liable for the failure of a sale arising from market conditions, buyer decisions, or third-party approvals beyond Housp's reasonable control.

- 7.5. In the event the Buyer defaults after payment of any booking amount or token amount, the treatment of such amount shall be governed solely by the Agreement to Sell executed between the Seller and the Buyer.

8. BREACH AND REMEDIES

- 8.1. In the event the Seller breaches any material obligation under this Agreement, including but not limited to violation of the Exclusivity obligations, refusal to complete a transaction with a Buyer introduced by Housp, or withdrawal of the Property from sale during the Exclusivity Period without mutual consent, Housp shall be entitled to exercise its rights and remedies under this Agreement and applicable law.
- 8.2. Without prejudice to any other remedies available under law, Housp shall be entitled to recover any unpaid Success Fee, applicable damages, and reasonable costs incurred in connection with enforcing its rights under this Agreement.
- 8.3. If either Party commits a material breach of this Agreement and fails to cure such breach within [15] days after receiving written notice from the other Party, the non-defaulting Party shall have the right to terminate this Agreement without prejudice to any accrued rights or obligations.

9. REPRESENTATIONS AND INDEMNITY

- 9.1. The Seller represents and warrants that the Seller is the lawful owner of the Property or otherwise legally entitled to sell or transfer the Property, and that the Seller has full authority to enter into this Agreement.
- 9.2. The Seller further represents that all documents and information provided to Housp in relation to the Property are accurate and complete to the best of the Seller's knowledge.
- 9.3. The Seller agrees to indemnify and hold harmless Housp, its directors, employees, and representatives from and against any claims, losses, liabilities, damages, or expenses arising from (a) any misrepresentation or non-disclosure of material facts relating to the Property; (b) any defect in title or ownership of the Property; or (c) any breach of the Seller's obligations under this Agreement.

10. CONFIDENTIALITY

- 10.1. The Parties acknowledge that during the course of this Agreement they may have access to confidential or proprietary information relating to each other, the Property, or the transaction process.
- 10.2. Each Party agrees to maintain the confidentiality of such information and shall not disclose it to any third party except where such disclosure is necessary for the purpose of completing the transaction, required under applicable law, or made with the prior written consent of the other Party.
- 10.3. The obligations under this Clause shall survive the termination or expiry of this Agreement.

11. FORCE MAJEURE

- 11.1. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, civil disturbances, fire, flood, earthquake, epidemic or pandemic, government restrictions, strikes, or any other unforeseen circumstances that prevent or delay the performance of obligations under this Agreement.
- 11.2. The Party affected by such event shall promptly notify the other Party and shall make reasonable efforts to resume performance of its obligations as soon as practicable.
- 11.3. If a Force Majeure event continues for a prolonged period and materially prevents the performance of this Agreement, the Parties may mutually agree on an appropriate extension or termination of the Agreement.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1. This Agreement shall be governed by and construed in accordance with the laws of India. The Parties shall endeavour to resolve any dispute or difference arising out of or in connection with this Agreement through amicable discussions.
- 12.2. If the dispute is not resolved within 30 days of such discussions, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. The seat and venue of arbitration shall be Delhi, and the proceedings shall be conducted in the English language. Subject to the above arbitration provisions, the courts at Delhi shall have jurisdiction in matters arising out of this Agreement.

13. NOTICES

- 13.1. All notices, requests, or communications under this Agreement shall be made in writing and may be delivered by hand, courier, registered post, or electronic mail.
- 13.2. Such communications shall be deemed to have been duly received when delivered to the address or email address specified by the Parties or any updated address notified in writing.
- 13.3. Each Party shall promptly notify the other Party of any change in its contact details.

14. ENTIRE AGREEMENT AND AMENDMENTS

- 14.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior discussions, negotiations, or understandings relating to the same.
- 14.2. Any amendment or modification to this Agreement shall be valid only if made in writing and signed by both Parties.
- 14.3. If any provision of this Agreement is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15. AUTOMATIC TERMINATION

15.1 This Agreement shall automatically terminate upon expiry of the Exclusivity Period and Grace Period unless the Parties mutually agree to extend the same in writing. Upon termination, neither Party shall have any further claims against the other except for obligations arising from a transaction formally executed during the validity of this Agreement.

16. POST EXPIRY TRANSACTIONS

16.1 No Success Fee or commission shall be payable to Housp for any transaction executed after the expiry of this Agreement unless a written Agreement to Sell was executed with a Buyer introduced by Housp during the validity of this Agreement.

16.2 Notwithstanding anything contained in this Agreement, the Success Fee shall become payable to Housp only upon the successful execution and registration of the final sale/transfer of the Property in favour of the Buyer and upon receipt of the full sale consideration by the Seller. In the event the transaction does not culminate in execution of a registered sale deed or legally enforceable transfer agreement during the validity of this Agreement, no Success Fee or commission shall be payable to Housp.

ANNEXURE 1

DEAL SUMMARY & APPLICABILITY CHECKLIST

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

A. Property & Ownership Details			
Field	Options	Applicable (Yes/No)	Remarks
Property Name / Identifier	Eldeco Live by the Greens, Tower – V7, Flat number – 1202, Plot no. SC02/A9, Sector 150, Noida, Uttar Pradesh, 201310		
Property Type	Under Construction	Yes	
	Ready to Move In	No	
Possession Status	Immediate	No	
	Within 15 Days	No	
	Builder Possession Pending	Yes	
Title Status	Registered	No	
	Registration in Process	No	
	Unregistered	Yes	
Legal Nature	Freehold	No	
	Unregistered	Yes	
	Inherited / GPA / SARFAESI	No	
Seller's Ownership	Individual	Yes	
	Joint	No	
	POA Holder	No	
Builder Consent / NOC Required	Yes/No	Yes	If resale of builder-unit
Possession Letter / OC / CC Received	Yes/No	No	If RTMI
Key Possession	Seller	No	
	Builder	Yes	
	Third-Party Broker	No	


B. Commercial Terms & Exclusivity Period			
Field	Details / Options	Applicable (Yes/No)	Remarks
Selling Price (X)	In words: One crore sixty lakhs only (including transfer charges)		
Property Inclusions	<p>On the terms and condition contained in the Agreement to Sub Lease deed dated 09/09/2022 ("Agreement") the Unit (V7-1202) was allotted to Mr. Sanjeev. Through this communication it was informed that the below mentioned complimentary facilities are being provided in the Unit and same will be passed on to the buyer identified by Housp at no additional cost.</p> <p>a. Ac's in all rooms (4 Ac's) b. Partial Modular Kitchen with Hob and Chimney c. Wardrobe voucher worth (1.5 Lacs)</p>		
Exclusivity Period	45 days from the date of signing this agreement		
Grace Period	15 days		
Success Fee (Y)	Amount over Selling Price	Yes	
Success Fee Trigger	Housp will raise an invoice upon receipt of 100% of the total sale consideration by the Seller.		
Security Amount	1% of Selling Price = 1,60,000 In words: One lakh sixty thousand only	Yes	
Security Amount refund method	Routed via the original mode of Payment		
Security Disbursement	₹1,60,000 within 2 working days	Yes	
E. Exclusivity Trigger & Key Handover			
Trigger	Options	Applicable (Yes/No)	Remarks
Start of Exclusivity Period	Agreement Execution	Yes	
	Property Registration Date	No	
	Physical Key Handover	No	
Keys to be Handed Over to Housp	Yes / No	No	Under construction
F. Refunds, Defaults & Penalties			
Scenario	Treatment	Applicable (Yes/No)	Remarks

Seller Breach / Premature Exit	Refund Security amount + INR 50,000 + GST	Yes	Clause 5.4
Seller backs out of confirmed transaction	Liable for damages to Buyer & Housp		Clause 8.1

This Annexure shall prevail in case of a conflict between its commercial terms and any generic terms in the Agreement body. All terms not defined herein shall be interpreted as per the Agreement.

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.

For Housp Tech India Private Limited	For the Seller
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<i>Authorized Signatory</i> 	Name: Sanjeev Kumar Singh Date: 20.03.2026
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