

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MoU”) is entered into on **26th November’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, Kh No. 869, 872-873, Loni Road, East Jyoti Nagar, North East Delhi, Delhi 110093 (“**Housp**”);

AND

Mr. Kapil Gupta, operating from **S-66 7th floor NPX Urbtech Tower Sector 153**, engaged in the business of sourcing resale properties and facilitating secondary market real estate transactions (“**Super-Agent**”).

Housp and the Super-Agent are individually referred to as “Party” and collectively as the “Parties”.

RECITALS

A. Housp operates a real-estate technology platform that specializes in secondary market transactions, mandate management, and transaction facilitation.

B. The Super-Agent has access to property owners in *Eldeco Live By The Greens, ATS Homekraft Pious Hideaways, Godrej Nurture, Godrej Nest, Tata Eureka Park in Sector 150, Noida* who may be willing to provide sale mandates.

C. The Parties intend to collaborate for the purpose of sourcing mandates, identifying buyers, and facilitating completed sale transactions under Housp’s process.

D. The Parties now wish to set out their roles, commercial understanding, and obligations under this MoU.

1. Definitions

For the purposes of this MoU, the following terms shall have the meanings assigned to them.

1.1. Project” means the project *Eldeco Live By The Greens, ATS Homekraft Pious Hideaways, Godrej Nurture, Godrej Nest, Tata Eureka Park in Sector 150, Noida*.

1.2. “Mandate” means the exclusive seller mandate granted to Housp for the sale of a property at the Project.

- 1.3. **“Sourcing Price”** means the price mutually agreed between Housp and the Super-Agent for issuing a Mandate to the seller.
- 1.4. **“Profit”** means the net commercial upside earned by Housp on a completed sale, after accounting for costs, payouts to seller, and any other transaction-related charges.
- 1.5. **“Super-Agent Contribution”** means the Super-Agent’s introduction of a seller for Mandate purposes and/or identification of a buyer for a mandated property.

2. Scope of Engagement

- 2.1. The Super-Agent shall identify property owners in the Project who are willing to appoint Housp as the exclusive mandate holder for the sale of their units. Housp shall evaluate each introduction independently and may issue a Mandate based on its internal assessment, documentation standards, and commercial viability.

3. Mandate Fee to Seller

- 3.1. For every Mandate issued under this MoU, Housp shall pay to the seller a mandate fee of one percent of the Sourcing Price. The mandate fee shall form part of the commercial terms agreed directly between Housp and the seller through the standard Housp Mandate format.

4. Responsibilities of the Super-Agent

- 4.1. The Super-Agent shall source and introduce only those sellers who are ready and willing to enter into an exclusive Mandate with Housp. Before any introduction, the Super-Agent shall ensure that the seller is aware of the mandate structure, mandate fee, expected timelines, and Housp’s role in managing the transaction.
- 4.2. The Super-Agent shall not negotiate mandate terms with sellers independently and shall route all discussions through Housp for finalization.
- 4.3. The Super-Agent shall inform Housp in advance and in writing if he intends to remain unavailable during working hours. Such intimation shall be provided at least three (3) working days prior to the date of travel or unavailability, and must specify the duration and expected availability. In the event the Super-Agent is unable to attend to any transaction-related matter, he shall designate a competent member of his team who is authorised to take decisions on his behalf and remain reachable for coordination. The Super-Agent shall not remain unavailable or unreachable without prior written intimation.

5. Sourcing Price and Mandating Process

- 5.1. For each potential listing, the Super-Agent and Housp shall mutually discuss and finalize the Sourcing Price. Once a mutually acceptable Sourcing Price is agreed, Housp shall issue the Mandate directly to the seller. All Mandate documentation, transaction workflows, and buyer interactions shall thereafter be handled exclusively by Housp in accordance with its internal processes and compliance requirements.

6. No Commission Payable to Super-Agent

- 6.1. The Parties expressly agree that the Super-Agent shall not be entitled to any brokerage, commission, referral fee, facilitation fee, or other monetary consideration from Housp for sourcing sellers or buyers under this MoU. The Super-Agent's commercial entitlement, if any, shall be limited solely to the profit-sharing arrangement recorded in Clause 8.

7. Buyer Identification

- 7.1. The Super-Agent may identify and introduce potential buyers for properties mandated under this MoU. All such buyers shall thereafter be managed exclusively through Housp's internal transaction process, including visits, negotiations, documentation, and closure. The Super-Agent shall not engage independently with any buyer introduced under this MoU without Housp's prior written consent.

8. Profit Sharing

- 8.1. Upon the successful completion of a sale transaction for any property mandated under this MoU, the net profit and commission from Seller or direct Buyer of Super Agent arising from such transaction shall be shared equally between Housp and the Super-Agent, in the ratio of 50:50.
- 8.2. For this purpose, "net profit" shall mean the commercial upside earned by Housp after deducting the Sourcing Price, mandate fee payable to the seller, and any other transaction-related expenses or statutory costs. The calculation of net profit shall be made exclusively by Housp, and the Super-Agent acknowledges that such determination shall be final.
- 8.3. If the buyer for a mandated property is identified directly by Housp, without introduction by the Agent, the following terms shall apply:
 - a) The net revenue earned from the transaction, after deducting (i) any commission payable to an external co-broker or agent involved; and (ii) any transaction-related statutory charges, (iii) shall be shared equally between Housp and the Agent in the ratio of 50:50.
 - b) If Agent charges 1 percent brokerage to the seller, such amount shall also be shared equally between the Parties, after deduction of applicable taxes.

- c) This structure applies even if the buyer was not introduced by the Agent, provided the Mandate originated under this MoU.

9. Exclusivity Period

- 9.1.** This MoU shall operate on an exclusive basis for a period of six months from the Effective Date. During this period, the Super-Agent shall source sellers and buyers for the Project only through Housp and shall not engage any competing mandate or brokerage arrangement for the same properties without Housp's prior consent.

10. Transaction Settlement and Payout Timeline

- 10.1.** All sale transactions executed under this MoU shall be settled strictly through an escrow bank account designated by Housp for the Project. Upon receipt of the final payment by the seller in the escrow account, all commercial calculations, including profit sharing and any other payable amounts, shall be finalized solely by Housp.
- 10.2.** Housp shall release the Agent's payable share, after deducting all applicable statutory taxes including TDS, within seven (7) days from the date of receiving the final payment in the escrow account. The Agent agrees that no payout shall be due prior to the successful receipt and reconciliation of the final sale consideration in the escrow account.
- 10.3.** Any delays caused due to banking procedures, regulatory checks, compliance requirements, or tax-related holds shall not constitute a breach by Housp.

11. Cancellation of Previous Understanding

- 11.1.** Any previous arrangement, MoU, understanding, or commercial discussion between Housp and the Super-Agent, whether written or oral, shall stand cancelled upon execution of this MoU, and the rights and obligations of the Parties shall be governed exclusively by the terms recorded herein.

12. Term and Termination

- 12.1.** This MoU shall remain in force throughout the Exclusivity Period unless terminated earlier by mutual written consent. Either Party may terminate this MoU in the event of material misconduct, misrepresentation, or breach of obligations by the other Party.
- 12.2.** Termination shall not affect any profit entitlement that has already accrued to the Super-Agent for transactions where the sale process has commenced prior to termination.

13. Governing Law and Execution

- 13.1. This MoU shall be governed by the laws of India. Any disputes arising out of or in relation to this MoU shall fall under the exclusive jurisdiction of the courts at Delhi.
- 13.2. This MoU may be executed electronically or in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

14. Entire Understanding

- 14.1. This MoU constitutes the complete understanding between the Parties with respect to the subject matter and supersedes all prior discussions or arrangements regarding the Project. Any amendment to this MoU must be made in writing and signed by both Parties.

15. Notices

- 15.1. All notices, communications, or requests required under this MoU shall be sent by email or written communication to the addresses specified below, unless updated in writing by either Party.

IN WITNESS WHEREOF, the Parties have executed this MoU on the day and year first written above.

For Housp Tech India Pvt. Ltd.

Signature:  _____
Name: Karan Gupta
Designation: Director

For Kapil Gupta

Signature: _____
Name: Kapil Gupta
Date: _____