

ASSET MANAGEMENT & SALE FACILITATION AGREEMENT

This Agreement is made and entered into on this 8th January'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

Vivek Sharma (Aadhar – 808046890782, PAN – BHTPS4181H) S/o Mr Ravinder Pal Sharma R/o Flat number A206, Gardenia Square, Crossing Republik, Ghaziabad, Up - 201016 and **Rashmi Sharma** (Aadhar – 652359215940, PAN – CTPPS0926K) D/o Mr. Ram Prakash Sharma R/o Flat number A206, Gardenia Square, Crossing Republik, Ghaziabad, Up – 201016 hereinafter referred to as “**Seller**”, which expression shall, unless repugnant to the context, include its 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 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, as defined in Annexure A.
- l. **“Seller”** the individual or entity 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 **₹ 1,50,00,000 (One crore fifty lakhs only) (transfer charges to be borne by the seller)**, unless otherwise revised in Annexure A.
- n. **“Selling Price”** means the minimum consideration payable 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, exclusive of taxes, fees, or additional premiums 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 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 external factors, including but not limited to legal disputes affecting the Property, or Seller-side documentation deficiencies.

2.5 Housp shall have the right to verify the authenticity of the documents as per the Property Document Checklist (Annexure B) and conduct necessary due diligence before proceeding with the transaction.

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 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 onion, 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 is granted to account for minor operational delays and shall not be construed as an extension unless agreed in writing.
- 3.4 If the Seller completes the sale of the Property to a Buyer introduced by Housp 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 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 such party, 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 loss.

3.8 Any such act shall constitute a material breach of this Agreement and may be treated as misrepresentation or bad faith conduct. Housp shall have the right to pursue legal remedies, including recovery of Success Fee, interest, and other damages.

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 finalized between the Parties. 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 may be subject to reasonable deductions, including but not limited to statutory levies, and other charges as mutually agreed or required under applicable law.

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, subject to variation as may be mutually agreed in the agreement.

4.4 The Buyer shall be deemed formally identified and confirmed on the date of execution of the Agreement to Sell (ATS). All transactional obligations linked to buyer-side milestones shall begin from such date.

4.5 A Booking Amount may be collected from the Buyer at the stage of transaction confirmation, which shall either be held in escrow (if) or with Seller, as per the agreed structure. This Booking Amount shall be adjusted against the final sale consideration payable to the Seller at the time of closing, unless otherwise agreed in writing. The terms of refund or forfeiture of the booking amount shall be governed by the cancellation conditions mutually agreed between the Parties and documented in the sale process.

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 1% Security Amount received from Housp within 5 (five) working days from the date of signing of the Agreement to Sell (ATS), via cheque or bank transfer in favour 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 50,000 +GST 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 shall be as specified in Annexure A (Deal Summary).

5.3 All disbursements shall be subject to escrow instructions and the terms agreed by the Parties in the escrow arrangement.

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 If the Buyer's loan is declined solely due to deficiencies in the Property (such as lack of clear title, unregistered development, or project not being approved by lending institutions), and the Seller had not disclosed such limitations at the time of Agreement execution, the transaction shall be deemed void due to Seller default. In such a case, the Seller shall refund the full amount received from the Buyer without any deduction, and shall also pay to Housp an amount equivalent to two (2) times the Security Amount as a penalty. The Agreement shall stand terminated upon such default, and the Exclusivity Period shall not restart.

6.3 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 directed in writing by Housp. 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 3.6, 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 only upon 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, along with any legal costs incurred.

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. 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 agrees to indemnify and hold Housp harmless against any claims, disputes, or liabilities arising from false representations, non-disclosure of material facts, or failure to provide required approvals or clearances.

9.4 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 5 years from the date of termination.

11. INDEMNIFICATION

- 11.1 The Seller agrees to indemnify, defend, and hold harmless Housp, its affiliates, officers, employees, and agents from and against any claims, losses, liabilities, damages, costs, or expenses, including reasonable legal fees, arising from: (i) any misrepresentation, false statement, or non-disclosure of material facts related to the Property; (ii) any defect in title, encumbrance, or legal dispute concerning the Property; (iii) any breach of this Agreement by the Seller, including failure to abide any other contractual obligations; or (iv) any claim, penalty, or regulatory action imposed by government authorities due to non-compliance with applicable property laws; or (v) any third-party claim arising from the Seller's actions, representations, or omissions related to the Property, including but not limited to claims from financial institutions, tenants, or prior owners.

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 willful 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 Housp 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 12 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 Delhi, India (jurisdiction of the courts located in the city or district

where the Property is situated).

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 arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed by mutual agreement, and the venue of arbitration shall be Delhi, India. The arbitration proceedings shall be conducted in English, and the arbitral award shall be final and binding on both Parties.

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 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, Housp reserves the right to terminate this Agreement immediately in the event of fraud, misrepresentation, insolvency, or legal incapacity of the Seller. 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, indemnification, 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.

For Housp Tech India Private Limited	For the Seller
<i>Authorized Signatory</i>	<i>Name: <u>Vivek Sharma</u> and <u>Rashmi Sharma</u> Date: <u>10th January'2026</u> Place: <u>Noida</u></i>

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		
Full Address	Tower – V5, Flat number – 1402, 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	No	
	Inherited / GPA / SARFAESI	No	

Seller's Ownership	Individual	No	
	Joint	Yes	
	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 fifty lakhs only		
Exclusivity Period	120 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 = 1,50,000	Yes	
	In words: One lakh fifty thousand only		
Security Amount refund handling method	Routed via the original mode of Payment		
Initial Security Disbursement	₹1,50,000 within 2 working days	Yes	
Balance Security Disbursement	Within 10 days (post-registration)	No	
	Within 15 days (if already registered)	No	
Brokerage Fee	1% + GST	No	
	Special Structure (attach if any)	No	
If Brokerage = ₹0	2x Security Amount will apply for breach or default	No	Clause 5.2

C. Escrow & Payment Flow			
Field	Options	Applicable (Yes/No)	Remarks
Escrow Applicable	Yes/No	No	
Buyer Payment Routing	Escrow Account	No	
	Direct Bank Disbursal	No	
	Hybrid	Yes	
Escrow Agent Appointed	Yes/No	No	
Escrow Account Details Shared	Yes / No	No	Attach separately if Yes
Seller Cooperation with Escrow	Not applicable		
Escrow Bypass Allowed	Only if bank directly disburses (with evidence to Housp)		
D. Payment Plan Selection (Annexure B)			
Option	Use Case	Applicable (Yes/No)	Remarks
Standard Resale Plan	RTMI / Resale (Self-funded)		Depends on buyer
Home Loan Based Plan	Buyer using bank financing		Depends on buyer
Under-Construction Transfer Plan	Builder NOC + tripartite		
Auction / Distress Plan	SARFAESI / Bank Recovery / Legal Sale		
Custom Modifications to Plan	Yes / No		

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	RTMI
F. Refunds, Defaults & Penalties			
Scenario	Treatment	Applicable (Yes/No)	Remarks
Buyer Loan Rejection (Buyer Fault)	Seller may forfeit up to 10%	As per mutual agreement in ATS	Clause 6.1
Buyer Loan Rejection (Seller Fault)	Full refund + 2x penalty to Housp	Yes	Clause 6.2
Seller Breach / Premature Exit	Refund Security amount + 50,000 + GST	Yes	Clause 3.7, 8.1
No Brokerage Payable	All claims shift to 2x Security Amount		Clause 5.2
Seller backs out of confirmed transaction	Liable for damages to Buyer & Housp		Clause 5.2

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.

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:

S. No.	Transaction Type	Document Required	Remarks
1	Freehold (Resale)	Sale Deed / Title Deed	Proves ownership and freehold status
		Chain of Title Documents	If property was purchased from a previous owner
		Mutation Certificate	Confirms municipal records update
		Latest Property Tax Receipts	Last 2–3 years preferred
		Electricity and Water Bills (latest)	For address and usage verification
		Occupancy Certificate (OC) and Completion Certificate (CC)	Especially for apartments or builder floors
		Encumbrance Certificate (last 15 years)	To prove property is free from legal dues
		NOC from Society / RWA (if applicable)	For apartment societies or managed colonies
		Possession Letter	If possession was taken separately from registration
		Approved Building Plan	Mandatory for independent houses or builder floors
Seller's PAN and Aadhaar	Mandatory for KYC and registry		

2	Under-Construction Property	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
3	Bank Auction / SARFAESI Property	Sale Certificate or Confirmation of Sale	Issued by the bank/authority conducting the auction
		Possession Letter from Bank	Evidence that buyer has taken possession from the bank
		Auction Notice and Bid Acceptance Letter	Mandatory for validating sale process
		Bank's No Dues Certificate (if issued)	Confirms no outstanding with lender (optional)
		Encumbrance Certificate (latest)	Confirms clear title post-auction
		Court/DRT Order (if applicable)	In case of any stay or litigation clearance
		Seller's PAN and Aadhaar	For KYC
		Self-declaration of no ongoing litigation or stay by previous owner	To confirm clean and litigation-free possession
4	Inherited / GPA / POA-based Property	Registered Power of Attorney / Will / Probate / Succession Certificate	Based on nature of title transfer
		Legal Heir Certificate	Required if property is passed via inheritance
		NOC from other Legal Heirs (if applicable)	For family-held or jointly inherited properties
		PAN and ID of POA Holder or Legal Heirs	KYC of person executing sale

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

Payment Stage	Description	Percentage
Stage 1 – Booking Amount	Initial token payment by Buyer to initiate transaction and reserve the property	1% or 51K
Stage 2 – Before ATS Acceptance	Amount paid before signing the Agreement to Sell	9% 9% + booking balance (if any)
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

Payment Stage	Description	Percentage
Stage 1 – Booking Amount	Initial token amount paid to initiate transaction and lock property	1% or 51K
Stage 2 – Before ATS Acceptance	Paid prior to execution of ATS	9% + booking balance (if any)
Stage 3 – Home Loan Disbursal	Disbursed directly by bank/lender on final registry	90%
Total		

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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Authorized Signatory

Name: Vivek Sharma and Rashmi Sharma

Date: