

PROFESSIONAL LISTING AGREEMENT

This Professional Listing Agreement (the “Agreement”) is made and entered on _____ (DD/MM/YY).

Between

Houzer Private Limited, an Indian Company, having its PAN/CIN number as [AAGCH3269K] having its registered office at 802, Lodha Supremus, Senapati Bapat Marg, Opposite Kamala Mills, Lower Parel West, Mumbai - 400 013(referred to as the "Company")

AND

Mr./Ms. _____[Professional/vendor Name], having its principal place of business at _____ [Address], referred to as the “Professional” or "Vendor”, having its PAN number as [_____]

(Referred to herein, together as “Parties”; or individually as “Party”)

WHEREAS the Company is in the business of Real estate redevelopment and associated services and has developed an aggregator platform named ‘Houzer’ (known as “site” or “platform”) to connect the customers and professional/vendors. The platform works as an aggregator and lists services on its site

WHEREAS the professional/vendor is involved in the business of _____. Both the parties have decided to mutually enter into this agreement as per the terms mentioned herein:

NOW THEREFORE it is agreed as follows:

1. PURPOSE

The Company operates a digital aggregator platform where it connects the end customers (societies or otherwise) with listed professionals/vendors digitally and in accordance with role and scope of work mentioned in this document later. The Company shall list the professionals/vendors and list their services on their site. The main purpose of portal is to connect the professionals/vendors and the end-customers. The projects and services required by the customers shall be well communicated to the professionals/vendors. The professional/vendor shall provide their quotations to the Company which in turn after adding their convenience fees of the Company shall be presented to the customers. Once, the customer approves, the services of the professional/vendor shall be provided to the customers and the company shall be the intermediary. Both parties have here forth decided respective competences to achieve the envisaged serving. This shall be now known and be interpreted as Association “Purpose”.

2. LIMITED USE AND RESTRICTIONS

- i. Except for specific mention of clauses like confidentiality or otherwise, and subject to the terms and conditions contained herein, the association hereunder are non-exclusive, revocable and non-transferable.
- ii. Each party owns its respective Intellectual Property Rights including those related to the design, manufacture, operation and/or service.

3. MODUS OPERANDI

- i. The end customers will approach the Company with their specific requirements and scope of work. The Company shall process the data and present the requirements to the professionals/vendors.
- ii. The professional/vendor shall propose their quotation for these services to the Company. Further, the company shall add their convenience fees to the quotation of the professionals/vendors and present it to the customers.
- iii. The customer shall have the right to finalize and confirm the final quotation fee proposed to them. The professional/vendor shall be engaged with the end customer and the company shall be an intermediary to the same.
- iv. It shall be completely the responsibility of the professional/vendor for the delivery of the services and to comply with the requirements of the end customers.
- v. After satisfactory successful completion of the services, the Company shall raise the invoice to the end customer on behalf of the Professional/Vendor. The bill/invoice raised by the Company shall include the details of the professional/vendor such as PAN no., GST etc., however the bank details of the Company shall be provided in the invoice.
- vi. The end customer shall make the payments to the Company within 15 days of issuance of invoice to the end customer by the company. Once the company receives the payment, the company shall deduct its professional fees from the payment and provide the rest of the payment to the professional/vendor in the next 7 days of the company receiving such payments.
- vii. The professional/vendor pledges to not circumvent or contact any of the end customers directly or indirectly without the written consent of the company.

4. ROLES OF PARTIES

- i. Key roles of the First Party:
 1. The Company shall list the professional/vendor and their services on its own site and connect the professional/vendor to the end customers.
 2. The Company shall facilitate the services between the professional/vendor and the end customer. However, any liability regarding the quality or delivery of services shall solely be obligated on the professional/vendor. In case of any discrepancy or deficiency in the services, it shall solely be obligated upon the professional/vendor. The Company is only a platform aggregator and plays no role in providing the services or in the quality of the services provided to the end customers. The Company shall not be held liable for any deficiency in the services provided by the professional/vendor.
 3. Once the services are successfully provided by the professional/vendor, the Company shall raise the invoice on behalf of the professional/vendor to the end customers.

4. The Company may provide a Relationship Manager (RM) to the professional/vendor for the transaction between the professional/vendor and customer, only if necessary. However, the requirement of a RM shall solely be a discretionary call of the Company and the responsibility of the transaction shall be borne by the professional/vendor.
2. Key roles of the Second Party:
1. The professional/vendor shall provide competitive quotations for its services to the Company and if the customer confirms their quotations, the professional/vendor shall provide their services to the customers.
 2. The professional/vendor shall provide all the services to the customers to best of its professional capacity.
 3. The Professional/Vendor shall send daily pictures of the sites and the work done for the updates to the Company and the end customers and report daily.
 4. The Professional/vendor shall put all reasonable efforts for liasoning, communicating and conducting all the services for the end customer and keep Company in all the loops.
 5. The Professional/Vendor shall also provide a free warranty for maintenance period of 3 months to the end customer along with their services.
 6. The Professional/Vendor shall not take any action which may seem as circumvention to the Company and not undertake any action which may be harmful for the name of the Company.
 7. The Professional/Vendor assumes full responsibility for any defects or liabilities arising from the services provided, committing to rectify and address such issues promptly and at its own expense.
 8. Notwithstanding any other provision herein, the professional/vendor acknowledges and agrees that the Company shall not be held liable for any shortcomings in the execution of the services by the professional/vendor, including but not limited to quality issues, delays, or any consequential damages arising from the professional's/vendor's performance.
 9. In case the end customer are not satisfied with the professional and terminates the Services with the professional, the professional shall recover the payment from the society. The Company shall receive the settled payment and deduct their professional fees and transfer the rest of the payment to the professional as per terms of the agreement. The end customer shall be free to appoint another professional to complete the services.

5. CONFIDENTIALITY

The professional/vendor acknowledges that during engagement, it may have access to Confidential Information of the Company. The Professional/Vendor agrees to maintain the confidentiality of such information and to use it solely for the purpose of fulfilling its obligations under this Agreement.

6. USE OF MATERIAL

For the purpose of this agreement, The Company shall be at liberty to use the brand name, logo, visual images, videos and other such material belonging to the other party. However, ownership rights of all such material shall remain with the respective owner / creator.

7. TERM AND TERMINATION

This Agreement will commence on the date of execution (“**Commencement Date**”) and continue to be in full force unless terminated as specified below

1. Without assigning any reasons, by either party upon providing a written notice of 30 (thirty) days prior written notice to the other party.

Notwithstanding anything to the contrary, provision in respect of Dispute Resolution, Indemnity, confidentiality and the other provisions of this agreement which are expressly or impliedly intended to survive expiration or termination of this agreement, shall survive the expiration of the Term or any termination of this agreement.

8. INTELLECTUAL PROPERTY

Confidential Information and any and all Intellectual Property Rights (IPR) relating to Confidential Information is the sole and exclusive property of the Company. Nothing in this Agreement shall be construed as to vest in the professional/vendor or granting to the Recipient, by implication, *estoppel* or otherwise, any right or license other ownership rights with respect to Confidential Information, or under any Confidential Information or inventions, patents, know-how, trademarks or copyrights owned or controlled by the Company.

9. LIMITATION OF LIABILITY:

THE LIABILITY OF THE COMPANY OR ANY THIRD PARTY ARISING FROM THE USE OF THE SERVICES / PRODUCT(S) PURSUANT TO THIS AGREEMENT, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO THE CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES, NOT TO EXCEED INR. 1,00,000/-. IN NO EVENT WILL EITHER OF THE PARTIES BE LIABLE FOR ANY INDIRECT, MORAL, INCIDENTAL, SPECIAL, ECONOMIC, COVER, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

10. INDEMNITY

The professional/vendor shall at its cost defend, indemnify, protect and hold harmless Company, its Customers, from and against any and all losses, demands, attorneys’ fees, expenses, costs, damages, judgments, liabilities, causes of action, obligations or suits, whether direct or indirect / punitive/ consequential, resulting from any action or inaction of the professional/vendor.

11. NON-COMPETITION, NON-CIRCUMVENTION AND NON-SOLICITATION:

- a) The professional/vendor shall refrain from competitive activities with Houzer's clients or associates for the duration of the agreement and for three years post-Agreement termination.

- b) The professional/vendor shall not solicit or circumvent the clients of the company directly or indirectly. Breach of the provision shall invoke a penalty of INR ten Lacs payable by the professional/vendor to the Company.

12. GOVERNING LAW

- a) This Agreement shall be governed by and construed in accordance with the laws of India and the competent courts of Mumbai, Maharashtra shall have the final and binding jurisdiction over any matter/dispute arising pursuant to this agreement.

13. INDEPENDENT PARTIES

Nothing contained or implied in this Agreement creates a Joint Venture between the Parties or makes one Party the agent or legal representative of other party for any purpose. Both parties are independent and this agreement does not obligate any statutory or legal partnership in any manner.

14. EXCLUSIVITY

Nothing in this Agreement restricts a Party or its associate concerns from discussing similar arrangements and/or any related transaction with any other party.

15. FORCE MAJEURE

The defaulting party shall not be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing or observing, or any failure to perform or observe, any of its obligations under this Agreement, if the delay or failure was due to any Force Majeure event which is not within the reasonable control.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed.

SIGNED BY THE PARTIES THIS

First Party: Houzer Private Limited

Date:

Name: Aniket Gawade

Signature _____

Designation: Business Development

Second party:

Date:

Name:

Signature _____

Designation:

Witness 1 (Name and Signature): Palak Mehta

Witness 2 (Name and Signature): _____