

EXCLUSIVE ESTATE AGENCY AGREEMENT

This Agreement is made and executed at the United Kingdom via Digital Signature on this 27th day of October, 2025,

Between

Mr. Ajmer Singh S/O Sh. Beant Singh residing at Kang's Nirvana Resorts, Kang Farm, Vill. Harjiana, Mahilpur road, Jaijon, Tehsil: Garhshanker, Distt: Hoshiarpur, Punjab, India-144530. I hereinafter referred to as "the Owner" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, executors, and administrators), of the ONE PART

And

Mr. Ajay Kumar, Director of Pinnacle Group London Ltd., having its registered office at 860, Uxbridge Road, Hayes, Middlesex, UB4 0RP, United Kingdom, hereinafter referred to as the "Estate Agency" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives, and assigns), of the OTHER PART.

Recitals

- WHEREAS the Owner is the sole and absolute owner of the Kang's Nirvana Resorts, Kang Farm, Vill. Harjiana, Mahilpur road, Jaijon, Tehsil: Garhshanker, Distt: Hoshiarpur, Punjab, India-144530 (hereinafter referred to as "the Property").
- AND WHEREAS the Owner intends to sell the Property and for such purpose requires the services of an estate agent.
- AND WHEREAS the Estate Agency is engaged in the business of real estate and has expressed willingness to act as the sole agent in respect of the sale of the Property.
- AND WHEREAS the Owner has agreed to appoint the Estate Agency as its sole and exclusive agent for selling the Property on the terms and conditions more fully set out herein.

Terms and Conditions

- Exclusive Appointment and Duration:

The Owner hereby appoints the Estate Agency as the sole and exclusive agent for the sale of the Property for a period of 180 (one hundred and eighty) days (01-11-2025 until 31-05-2026) During this period, the Owner shall not appoint any other agent, broker, or intermediary for the sale of the Property, nor shall the Owner sell, negotiate, or enter into any agreement of sale for the Property, directly or indirectly, without the involvement of the Estate Agency. If within this period, the Estate Agency secures an Agreement to Sell, this appointment shall continue until completion of the Sale Deed.

Representation by Owner

- The Owner represents and warrants that:
- He holds absolute and legal ownership of the Property.
- Prior to the execution of the sale deed in the buyer's favour, the Property's bank loan and the owner are obligated to repay the loan.
- The Property is unencumbered by any claims, encumbrances, or legal disputes.
- He possesses the complete authority to sell the Property.

Title and Ownership Proof

The Owner undertakes that, before the receipt of any earnest money from the purchaser, he shall provide an abstract of title to the Estate Agency and the prospective purchaser proving clear, marketable, and unencumbered ownership.

Execution of Sale Deed

On receipt of the entire sale consideration from the purchaser, the Owner shall execute and register the Sale Deed in favour of the purchaser identified by the Estate Agency.

Obligations of Estate Agency

The Estate Agency agrees to use all reasonable efforts to market and sell the Property within the agreed period, including through its branch office located at SCF 124, 1st Floor, Phase XI, S.A.S. Nagar, Mohali, Punjab , India 160062

Commission

As compensation for the exclusive agency services provided, the Owner agrees to remit to the Estate Agency a commission based on the final sale consideration, contingent upon the execution of the Agreement to sell, according to the following schedule:

- * Within 2 months: 5% (Five Percent).
- * Between 2-4 months: 4% (Four Percent).
- * Between 4-6 months: 3% (Three Percent).

This commission will be payable 25% on Agreement to sell and 75% upon the execution and registration of the Sale Deed.

Valuation

As per the Valuation report dated 19-08-2025 by Er. Balbir Singh (B.S. Riat & Associates Hoshiarpur) and after the discussion of Seller & Estate agency, we have agreed to propose a price of Rs. 55,00,00,000 (Fifty five crore Rupees) for Kang's Nirvana Resorts, Kang Farm, Vill. Harjiana, Mahilpur road, Jajon, Tehsil: Garhshanker, Distt: Hoshiarpur, Punjab, India-144530. This figure is subject to negotiation, contingent upon mutual agreement between the seller and the buyer.

Breach of Exclusivity

In the event that the Owner breaches the exclusivity of this Agreement or sells the Property without involving the Estate Agency during the term of this Agreement, the Owner shall remain liable to pay the agreed commission to the Estate Agency as if the Property had been sold by the Agency.

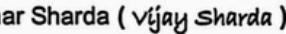
Execution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the date and year first written above.

Estate Agency	Property Owner (Mr. Ajmer Singh)
For Pinnacle Group London Ltd. For PINNACLE GROUP  Auth. Signatory	 (Signature)

(UI : 20251101)

Witnesses:

Name & Signature: Vijay Kumar Sharda ()

Name & Signature: Joga Singh ()

Note : This EEA agreement started date is 05-11-2025