

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 11/01/2021

Certificate No. G0K2021A2607



GRN No. 71143016



Stamp Duty Paid : ₹ 2617000

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Home Surprise Builders llp

H.No/Floor : 38

Sector/Ward : 57

LandMark : M2k white house

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 98*****40



Buyer / Second Party Detail

Name : Pyramid Infratech Pvt ltd

H.No/Floor : 38

Sector/Ward : 57

LandMark : M2k white house

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 98*****40

Purpose : Collaboration Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>



Type of Deed	:	COLLABORATION AGREEMENT
Village/city Name & Code	:	Palra, Gurugram
Unit Land	:	45Kanal10 Marla (5.6875 Acres)
Transaction Value	:	Rs. 13,08,12,500
Stamp duty	:	Rs. 26,17,000
E-Stamp No. & Date	:	G0K2021A2607
E-Stamp issued by	:	Government of Haryana

For HOME SURPRISE BUILDERS LLP

Authorised Signatory

For Pyramid Infratech Pvt. Ltd.

Authorised Signatory

प्रलेख नः 5709

दिनांक: 12-01-2021

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील बादशाहपुर

गांव/शहर पलडा

धन संबंधी विवरण

राशि 130812496 रुपये

स्टाम्प ड्यूटी की राशि 2616250 रुपये

स्टाम्प नं : g0k2021a2607

स्टाम्प की राशि 2617000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan: 71141017

पेस्टिंग शुल्क 0 रुपये

Drafted By: J P Sharma Adv.

Service Charge: 0

यह प्रलेख आज दिनांक 12-01-2021 दिन मंगलवार समय 4:54:00 PM बजे श्री/श्रीमती /कुमारी

Home Surprise Builders LLP thru Ajay Kumar OTHER पुत्र . निवास H-38-GF M2K White House Sec-57 Gurugram द्वारा
पंजीकरण हेतु प्रस्तुत किया गया।



हस्ताक्षर प्रस्तुतकर्ता
Home Surprise Builders LLP



उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Pyramid Infratech P. Ltd. thru Sunil Kumar OTHER पुत्र . हाजिर है। प्रस्तुत प्रलेख के
तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी J P Sharma पिता --- निवासी Adv
Gurugram व श्री/श्रीमती /कुमारी Nitush Sharma पिता ---
निवासी ADV GGM ने की।

साक्षी नं: 1 को हम नम्बरदार /अधिकार के रूप में जानते हैं तथा वह साक्षी नं: 2 की पहचान करता है।



उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

::2::

This Collaboration Agreement is executed at Gurugram on this 12 day of Jan, 2021.

BETWEEN

M/s Home Surprise Builders LLP (PAN-AAMFH3650D, LLPIN-AAQ-0138), a LLP duly incorporated under section 58(1) of the LLP Act, 2008, having its registered office at H -38, GF, M2K, White House, Sector 57, Gurgaon, Haryana - 122001 hereinafter called the "**LandOwner**" which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assigns etc.) acting through its authorized signatory Mr. Ajay Kumar, duly authorized by vide resolution dated 05-01-2021 passed by designated partner of the LLP in their meeting, the party of the FIRST PART.

AND

M/s. Pyramid Infratech Private Limited (PAN-AAECP8801B, CIN-U45400HR2008PTC038509), a company incorporated under the provisions of Companies Act, 1956 having its registered office at H-38, Ground Floor, M2K White House, Sector-57 Gurugram through its Authorized Signatory Shri Sunil Kumar who has been empowered to execute this agreement vide Board Resolution dated 05-01-2021 (hereinafter called the "**DEVELOPER**" which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART.

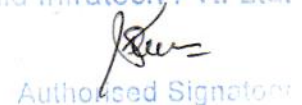
The Land Owner and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS First Party being the full-fledged lawful owner and in possession of land falling in Khewat No. 279/16, Khata No. 320/7, Rectangle No. 10 Kila No 7/2/2 (2-9), Rectangle No. 18 Kila No. 4/1(4-13), 5/1 (6-4) fields 3, area measuring 13 Kanal 6 Marla Salam and Khewat No. 57, Khata No. 58, Rectangle No 10, Kila

For HOME SURPRISE BUILDERS LLP


Authorized Signatory

For Pyramid Infratech Pvt. Ltd.


Authorized Signatory

Reg. No.

Reg. Year

Book No.

5709

2020-2021

1



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Ajay Kumar OTHER Home Surprise Builders LLP

दावेदार :- thru Sunil Kumar OTHER Pyramid Infratech P. Ltd.

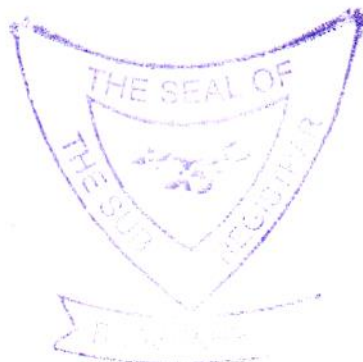
गवाह 1 :- J P Sharma

गवाह 2 :- Nitish Sharma

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5709 आज दिनांक 12-01-2021 को बही नं 1 जिल्द नं 56 के पृष्ठ नं 68.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1157 के पृष्ठ संख्या 18 से 21 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 12-01-2021



उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

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No 22/2/2 (3-6), Rectangle No 18, Kila No 2 (8-0), 3 (8-0), 4/2 (3-7) fields 4, area measuring 22 Kanal 13 Marla Salam and Khewat No. 57/12, Khata No. 58/4, Rectangle No 10, Kila No 22/2/1/1 (0-5), field 1, area measuring 0Kanal5 Marla Salamand Khewat No.286/6Khata no. 327/7 Rectangle No. 10 Kila No. 23/1/2 (0-11)fields 1, area measuring 0Kanal 11 Marla Salam and Khewat No.286/8 Khata no. 327/8 Rectangle No. 10 Kila No. 23/1/1/2 (0-12), 24/1/2 (1-3) fields 2, area measuring 1 Kanal 15 Marla Salam and Khewat No.289/2 Khata no. 330/5 Rectangle No. 10 Kila No. 23/3/1 (0-16), 24/2/1 (1-6) fields 2, area measuring 2Kanal2 Marla Salam and Khewat/Khata No 263/302, Rectangle No 18, Kila No 6/1 (1-16), 7/1/1 (1-0), 7/1/2 (2-2) fields 3, area measuring 4 Kanal 18 Marla Salam, total area of all above khewats **admeasuring 45 Kanal 10 Marla equivalent to 5.6875 acres**, situated in Village Palra (Sector-70A), Sub-Tehsil Badshahpur, District Gurugram vide sale deed Vasika No. 1764 dated 30.09.2020 (hereinafter referred to as '**Said Land**').


AND WHEREAS the developer is engaged in development of several projects in various sectors in District Gurugram. The Land Owner is keen to enter into a contractual arrangement to develop an affordable group housing project ("**the Project**") on the above said land on Collaboration Basis.

AND WHEREAS both the parties have agreed to undertake the development of said land on the terms and conditions hereinafter mentioned: -


NOW, THEREFORE, THESE PRESENTS WITNESS and it is hereby agreed declared and covenanted and recorded by and between the parties as under: -

1. That the subject matter of this Collaboration Agreement between the LAND OWNER and the DEVELOPER is the said land admeasuring 45 Kanals 10 Marlas situated in revenue estate of village Palra (Sector-70A), Tehsil and District Gurugram for utilizing the same for construction and development of an affordable Group Housing Colony by the developer.

For HOME SURPRISE BUILDERS LLP


Authorised Signatory

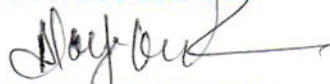
For Pyramid Infratech Pvt. Ltd.


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2. That the Developer shall submit appropriate application with Directorate of Town and Country Planning, Haryana, Chandigarh for obtaining requisite license, for undertaking the development of the Project over the Said Land. All statutory cost payable for the license to Government Authorities shall be incurred by the Developer.
3. That subsequent to grant of license, the DEVELOPER shall proceed to procure/obtain at its own cost and expense and with its own resources the requisite permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project under Haryana Govt. Affordable Housing Policy, 2013. The LAND OWNER agrees in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the LAND OWNER as may be necessary in the discretion of the DEVELOPER for obtaining the requisite licence, permissions, sanctions and approvals for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining approvals, clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.
4. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.
5. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authority (s). The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as

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may be concerned in the matter for obtaining the requisite permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

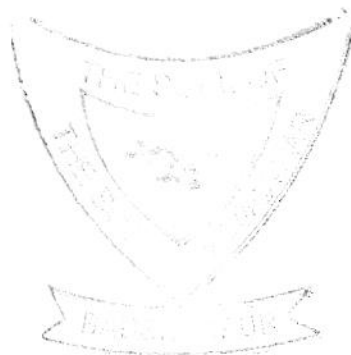
6. That the cost of construction of the said Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, raising of construction, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be paid by the DEVELOPER.
7. That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the said land the proposed Affordable Housing Project as also all the common areas and common facilities in accordance with the terms of this agreement and to own the property as belonging to the DEVELOPER. The LAND OWNER shall grant registered General Power of Attorney/Special power of attorney/ Board Resolution to the DEVELOPER for obtaining permission for change of land use, procuring licence for getting sanctioned the site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction. The General Power of Attorney/Special power of attorney/ Board Resolution shall also authorize the DEVELOPER to launch the project after getting all the required licenses/approvals and to enter into the Agreement to Sell and finally executing the Conveyance Deed in favour of the Buyers' of the Units in the Project. The Developer shall also be authorized to collect payments from the Allottees' and to discharge its part of the obligations under this collaboration. The Special Power of Attorney shall also authorize the DEVELOPER to exercise all rights under this Collaboration Agreement.

For HOME SURPRISE BUILDERS LLP


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For Pyramid Infratech Pvt. Ltd.

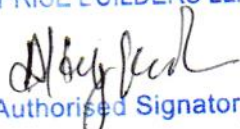

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8. That acting on the representation of the LAND OWNER, the DEVELOPER is proceeding to deposit a sum of Rs.2,00,00,000/- (Rs Two Crore Only) towards interest free refundable security deposit with the LAND OWNER in the following manner :-
- (i) Rs. 1, 00,00,000/- (Rs. One Crore only) vide cheque bearing No. 007745 dated 12-01-2021 drawn on Kotak Mahindra Bank payable to Land Owner.
 - (ii) Rs. 1,00,00,000/- (Rs. One Crore Only) payable upon receipt of Licence.
9. That in case any amount/fees/bank guarantee deposited with the government/any other authority is refunded to the LAND OWNER the same shall be returned to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period the OWNER shall pay an interest @ 12% per annum on the amounts so received.
10. That the Developer shall proceed to obtain license for the development of the project as early as possible.
11. That the DEVELOPER shall proceed to start the development work after grant of sanction of layout plan and environmental clearance and shall complete the development of the Affordable Housing Project within period permissible under applicable policy for the project. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said project.

For HOME SURPRISE BUILDERS LLP


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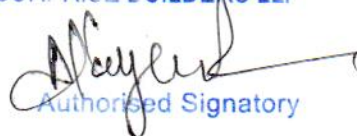
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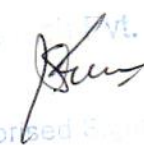


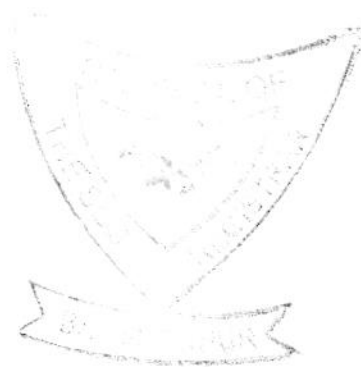
12. That since considerable expenditure, efforts and expertise are involved in obtaining the permissions, approvals and sanctions for the proposed complex it is the condition of this agreement that after execution of this contract, the LandOwner/or their nominees shall not cancel or back out and/or withdraw from this agreement under any circumstances. This Agreement is irrevocable in nature. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the LAND OWNER and during such pendency of the suit the LAND OWNER shall not enter into any agreement with respect to the said land with any third party.
13. That the saleable area (Residential and Commercial) proceeds from the project shall be divided amongst the parties in the following ratio: -
- a. DEVELOPER— 75% (Seventy Five Percent) of Residential Units and 100% of Commercial Units.
 - b. LAND OWNER 25% (Twenty Five Percent) of Residential Units.
14. That the LAND OWNER is aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy.
15. That all office establishment expenses as may be required to be incurred by the parties for maintenance of records, printing of documents, keeping record of transfers, publication of advertisements and other aspects of the project shall also be incurred by the DEVELOPER.

For HOME SURPRISE BUILDERS LLP


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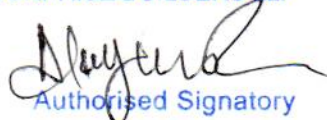
For Pyramid Infrastructure Pvt. Ltd.


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16. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall be deposited in an Escrow bank account which shall be operated by the DEVELOPER. Moreover, specific instructions shall be given by the parties to the banker to the effect that out of all proceeds deposited in the aforesaid bank account, amounts in the following ratio shall be transferred by the banker to the indicated bank accounts of the LAND OWNER and the DEVELOPER on the last day of each English month in the following ratio: -
- a. DEVELOPER— 75% (Seventy Five Percent) of Residential Units and 100% of Commercial Units.
 - b. LAND OWNER 25% (Twenty Five Percent) of Residential Units.
17. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the Land Owner as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker and to further monitor the transactions from the said bank account by viewing the same from the website of the bank.
18. That the aforesaid arrangement shall continue till the implementation of the project in all respects.
19. That in case floor area ratio is increased under the rules and regulations of Haryana State, additional expenses for raising construction against increased floor area ratio shall be incurred by the Developer. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall also be divided between the Land Owner and the Developer as per percentage agreed in this agreement and hereinabove defined. The cost of sanction of the increased area shall be incurred shall be borne by the Developer.

For HOME SURPRISE BUILDERS LLP


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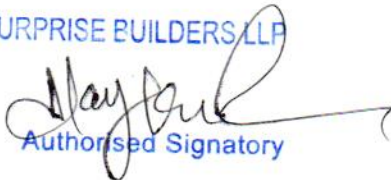
For Pyramid Infrastructure Pvt. Ltd.


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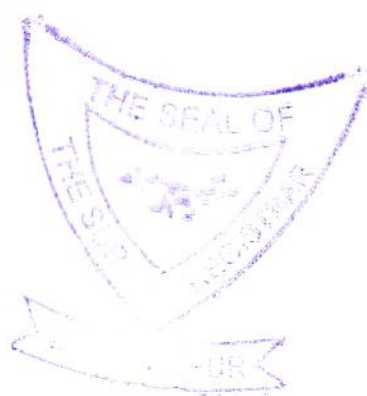
20. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the Land Owner. And the liability like income tax, capital gains and other applicable Taxes on Consideration payable to the Land Owner shall be exclusively borne by the Land Owner. GST on the entire Sale Consideration of the project and any other charges, if any shall be charged by the Developer from the customers and to deposit the same into the Government Account. It shall be the sole responsibility of the developer to collect the payments due from the Customers.
21. That the LAND OWNER covenants with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter. And further the LAND OWNER covenants that Land Owner shall also within a week of receipt of any request from the DEVELOPER to sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.
22. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labour laws, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of precaution resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the LAND OWNER.

For HOME SURPRISE BUILDERS LLP


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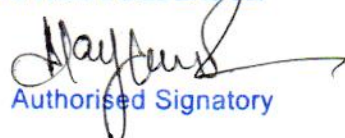
For Pyramid Prototech Pvt. Ltd.


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23. That the DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as sale proceeds from the project are concerned on sale of under construction units of the project. It is solely responsibility of the developer to charge and pay the GST on sale of under construction units of the entire project.
24. That the DEVELOPER shall be entitled to the refund of all fees, security deposit and other deposits of whatsoever nature deposited by the DEVELOPER with various statutory authorities for seeking various approvals etc. for the said building. The LAND OWNER undertakes that within 30 days of the receipt of any such refund referred to herein above, they shall pass on the same to the DEVELOPER and any delay by the LAND OWNER in passing on the refund to the DEVELOPER in this regard shall entail interest @ 12% per annum.
25. That LAND OWNER have declared and represented to the DEVELOPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever and that there are no breaches, or no notice of requisition or acquisition has been received by the LAND OWNER and that the LAND OWNER shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The DEVELOPER has entered into this agreement relying/acting upon these declarations and representations / undertakings of the LAND OWNER.
26. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the LAND OWNER are lost on account of any defect in the LAND OWNER's title or any litigation started by any one claiming through the LAND OWNER or any one claiming title paramount to the LAND OWNER or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the LAND OWNER, the LAND OWNER

For HOME SURPRISE BUILDERS LLP


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For Pyramid Infrastructure Pvt. Ltd.

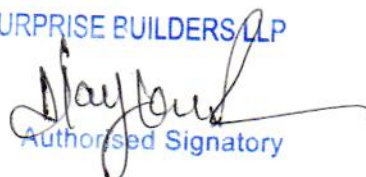

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shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, parking etc. The LAND OWNER expressly agrees to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the LAND OWNER.

27. That if there be any claim, demand, tax, litigation of any nature whatsoever against the LAND OWNER, then it is a condition of this agreement that the work of development and / or completion of the said building and/or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders. It is agreed that such claims, outstanding demands, litigation and/or court decrees shall only be met and satisfied out of LAND OWNER share of the built-up area of the project building and/or the sale proceeds thereof.
28. That the LAND OWNER undertakes to execute all documents / agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the project building at the cost and expense of the said allottees.
29. That the LAND OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.

For HOME SURPRISE BUILDERS LLP


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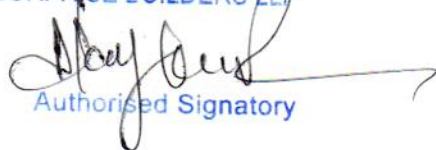
For Pyramid Projects Pvt. Ltd.


Authorised Signatory



30. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is an Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land. It is specifically agreed and understood that the permission and authority granted by the LAND OWNER to the DEVELOPER under this clause, does not empower the DEVELOPER to carry out any construction work on the said land until layout plans have been sanctioned and environmental clearance has been granted by the competent authority(s) as contemplated herein.
31. That it is agreed between the parties that the possession of the said land / property delivered / handed over to the DEVELOPER for the purpose of the above-mentioned project shall not be disturbed and DEVELOPER shall not be dispossessed therefrom. The building shall be deemed to have been completed when the occupation certificate has been obtained by the DEVELOPER.
32. That this agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein as per Collaboration Agreement.

For HOME SURPRISE BUILDERS LLP


Authorised Signatory

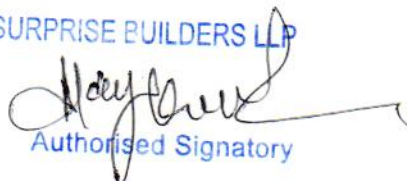
For Pyramid Infotech Pvt. Ltd.


Authorised Signatory



33. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
34. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.
35. That notwithstanding the execution and registration of the attorney, the LAND OWNER shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.
36. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:
- a) these presents do not create any Partnership between the parties hereto;
 - b) each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
 - c) each of the parties hereto shall bear and pay its own respective income tax and all other taxes in respect of the realization received by each of them under these presents except for GST Liability on sale of under construction units of the entire project.;

For HOME SURPRISE BUILDERS LLP


Authorized Signatory

For Pyramid Infratech Pvt. Ltd.


Authorized Signatory



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37. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the LAND OWNER.
38. That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.
39. That the common areas of the said complex / scheme shall be maintained by professional maintenance Agency appointed by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.
40. That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators and assigns.
41. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
42. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
43. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurugram subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this Collaboration Agreement.

For HOME SURPRISE BUILDERS LLP

Authorised Signatory

For Pyramid Infratech Pvt. Ltd.

Authorized Signatory

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44. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER.

45. That this agreement has been prepared in duplicate with original signatures of both the parties and attesting witnesses and one set has been kept by each party in original.

IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

LAND OWNER

For HOME SURPRISE BUILDERS LLP


Authorized Signatory

M/s Home Surprise Builders LLP

DEVELOPER

For Pyramid Infratech Pvt. Ltd.


Authorized Signatory

M/s Pyramid Infratech(P) Ltd.


Drafted by

J.P. SHARMA
Advocate
Distt. Court Gurugram

Witness

1.


J.P. SHARMA
Advocate
Distt. Court Gurugram

2.


NITISH SHARMA, ADVOCATE
GURGAON



INITIAL SHARMA ADVOCATE
GURGAON