AGREEMENT

FOR

INSTALLING AND MANAGING

PASSIVE COMMONLY SHARED

IN-BUILDING DISTRIBUTED ANTENNA SYSTEM (DAS+OD+ SMALL CELL) SOLUTION

AT

SOHNA ROAD

BY AND BETWEEN

K. R. MANGALAM UNIVERSITY

Office: Sohna Road, Sohna Rural, Haryana 122103

AND

SPACE TELEINFRA PRIVATE LIMITED

Registered and Corporate office: Plot No. 278, Ground floor, A-Square Building, Udyog Vihar Phase-II, Gurugram, Haryana - 122002

SPACE TELEINFRA PVT. LTD. GURUGRAM 122002 HARYANA

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 29/03/2022

Certificate No. G0292022C3606

GRN No. 88735604

Stamp Duty Paid : ₹ 101 (Rs. Only)

Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name: Kr Mangalam University

H.No/Floor : Na Sector/Ward : Na LandMark : Sohna road

City/Village : Sohna District : Sohna State : Haryana

Phone: 95******65

Buyer / Second Party Detail

Name : Space Teleinfra Pvt ltd

H.No/Floor : 278 Sector/Ward : Na LandMark : Udyog vihar phase 2

City/Village: Gurugram District : Gurugram State : Haryana

Phone : 95******65

Purpose : Agreement

SHIV ... GURUGRAM STAMP VENDOR

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

IBS AGREEMENT

This IBS Agreement (hereinafter referred to as "**Agreement**") is signed at Sohna Road on 30th day of March 2022.

BY AND BETWEEN

K R MANGALAM UNIVERSITY, a private university established by the KR Managalam Group through the Haryana Private Universities (Amendment) Act 2013 and having its address at Sohna Road, Sohna Rural, Haryana 122103, acting through its authorized signatory Mr. /Mrs. Gp. Capt. R Mahajan hereinafter referred to as the '**FIRST PARTY**' (which expression shall unless it be repugnant to subject or context hereof would mean and include its successors and assigns), **of the First part;**

And

SPACE TELE INFRA PVT LTD., a Company incorporated under the provisions of the Companies Act, 1956 and having its registered and corporate office at Plot No. 278, Ground floor A-Square Udyog Vihar Phase-II, Gurugram, Haryana -122002, acting through its authorized signatory Mr. Vineet Sirpaul, Senior Vice President hereinafter referred to as the '**SECOND PARTY**'(which expression shall unless it be repugnant to subject or context hereof would mean and include its successors and assigns)**, of the Second Part.**

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

SPACE TELEINFRA PVT. LTD. GURUGRAM 122002 HARYANA

The First Party and the Second Party shall be individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

The First Party is a leading private educational university.

The Second Party is engaged in the business of providing passive infrastructure / integrated In-Building solutions, Outdoor Solution (OD)/Small Cell to provide a common shared platform for the purpose of providing additional coverage, fresh coverage and for network connectivity purposes by various mobile operators (also called operators).

The First Party represents and warrants that the First Party is the owner of the Property bearing K R Mangalam University (hereinafter called the property), Or otherwise well and sufficiently entitled to operate the property and give permission for installation of Cellular In-Building Solution and related equipment's in the Property. The First Party also represents and warrants that it is competent to enter into this Agreement.

The Second Party has approached and requested the First Party for its permission to install in the University property the common Shared In-Building Distributed Antenna System (DAS+OD+Small Cell) Solution for Mobile Service Providers / Operators, (hereinafter referred to as **IBS)**.

The First Party is desirous of engaging the Second Party for installation, commissioning and operation of IBS for mobile Operators on multi-arrangement basis to provide network coverage for the intending telecom users in the University Property. The Parties wish to enumerate the terms as mutually agreed in this Agreement as per the terms and conditions contained hereinafter: -

DEFINITION

1. Property shall mean the University called KR Mangalam University located at Sohna, Haryana admeasuring built up area approx. 600,000 Sq ft. comprising of all blocks including Hostel block, floors and basement (if any) of the First Party.
2. Operators shall mean cellular operators or service providers providing telecommunication services in various Telecom Circles in India.
3. IBS means in- Build Solutions& Small Cells for providing the neutral telecom services inside the building/property whereas OD means Outdoor GSM/RF antenna to provide telecom services Inside/outside of the building.

NOW THIS AGREEMENT WITNESSETH AS UNDER-

1. The First Party is well authorized to enter into the present Agreement with respect to the University Property for its present location.

2. The First Party hereby expressly permits and authorize the Second Party to do the below mentioned activities in relation to installation of IBS+OD+Small Cell, as per the plans mutually agreed upon by the Parties:

a) Lay and establish RF, electric wires, cables, fiber cable using building available ducts equipment's, antennas and other related accessories in order to provide IBS+OD+Small Cell including the equipment's of operators.
b) To install 3 (Three) Poles for microwave &OD poles measuring 3 to 6 mtr. as per the requirement at the rooftop of the Property.
c) The First Party to arrange space for provision of separate "earthing pit" within the university campus to connect Second Party's equipment the cost of building of the separate earthing pit will solely be borne by the Second Party.

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

SPACE TELEINFRA PVT. LTD. GURGAON 122002 HARYANA

d) The First Party shall allow to Second Party to lay the Fiber cables to connect respective blocks and to connect the operators BTS as per the service provider's technical requirements, the routing of which will be mutually decided.

3. The First Party shall provide to the Second Party 200 sq. ft/ area in an earmarked area at the university premises for installing its and Operator's Base Transceiver Station (BTS) and other equipment the location of which will be mutually decided.

4. Second Party shall ensure that no damage is caused to the First Party's Property due to any act of negligence or otherwise.

5. During currency of this Agreement if any Party decides to dispose, assign or transfer its rights /license/ interests in the Property or part thereof (whichever is applicable) to any person, the same shall be expressly communicated to the other Party and shall be subject to the other Party's right under this Agreement being not affected and such transferring Party shall ensure that the transferee confirms in writing to the other Party, that the terms of this Agreement shall be binding upon such transferee.

6. The First Party permits the Second Party to install its IBS+OD in the Property and the Second Party shall be entitled to allow one or more Operators to use the IBS infrastructure installed at the property, to set up equipment's of the operators. However, the network should be exclusively for the First Party.

7. The designated area for the Second Party or Operators equipment's in the property as per clause 3&4 of this Agreement shall remain as restricted area and only the authorized person of the Second Party and/or the operators shall have right to entry within this designated area.

8. The First Party shall provide a sub-meter from their existing power meter with required load 5KVA per operator to the Second Party.

9. This Agreement shall be initially for a period of 9 years effecting from the date of commencement of license fees. The Agreement may be renewed mutually in writing further term.

10. Either Party may terminate this Agreement at any point of time during the tenure of the Agreement, by giving Sixty (60) days' prior notice in writing to either Party due to any reasons.

11. It is fully understood that the Second Party shall have 24X7 access by Second Party or its authorized representative and/or representatives of Operators/Customers to the premises where the equipment of Second Party and/or Operators are installed or being installed as per set guidelines of the First Party. Any accident or charge or liability, due to above mentioned installations at the said premises will be sole responsibility of the Second Party. The First Party will be indemnified from the same.

12. Any notice or other communication should be made in writing to the following addresses/emails:

If made to First Party-

Kind Attn:_____

_____

_____

If made to Second Party-

Kind Attn: **Vineet Sipaul**
SPACE TELEINFRA PVT. LTD.
Plot No – 278, 1st Floor, A-Square
Udyog Vihar Phase -II, Gurugram,
Haryana- 122002

SPACE TELEINFRA PVT. LTD. GURUGRAM 122002 HARYANA

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

Tel No. : - +91-8800697002 Tel No. : - +91-124- 4734345
Fax No.: - Fax No.: - +91-124 -.....
E – Mail: - registrar@rmangalam.edu.in E – Mail: Vineet.sirpaul@spaceworld.in

Either Party may from time to time designate any other address or particulars for this purpose by written notice to the other Party.

13. Any dispute arising out of this Agreement shall be mutually sorted out by the First Party and the Second Party or either Party may refer such dispute to a Sole Arbitrator which is to be appointed mutually by both Parties. The venue for Arbitration shall be at New Delhi/Haryana. The Second Party will ensure compliances under various law

14. Jurisdiction: This Agreement shall be governed by and construed in accordance with the Indian Laws and Competent Court at Delhi/Haryana shall have exclusive jurisdiction over any dispute arising out of the matters mentioned in Agreement to the exclusion of all other Courts.

15. This Agreement revokes and supersedes all previous arrangements.

16. If Parties decide to get the Agreement registered, both the Parties shall bear the cost of registration and stamp duty equally.

IN WITNESS WHEREOF the Parties hereto have set their hands to these presents on the day, month & year First hereinabove written:

Signed & Delivered by the within named

(First Party Company Name & Authorized Signatory Name)

_____

Through its Authorized Signatory

Registrar
R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

_____

Witness:

1. Ashish Dhiman - Adv
2. Mayank

Signed and Delivered by the within- named

SPACE TELEINFRA PRIVATE LIMITED

Through its Authorized Signatory

Vineet Sirpaul (Senior Vice President)

SPACE TELEINFRA PVT. LTD. GURUGRAM 122002 HARYANA

Witness:

1.

2.

To,

Date: 30/03/22

Space TeleInfra Private Limited,
Plot No. 278, Ground floor A-Square Building
Udyog Vihar Phase-II,
Gurugram,
Haryana -122002

This Understanding is being executed between the Parties, i.e., K R Mangalam and Space TeleInfra Pvt. Ltd. (hereinafter referred to as '**STIPL**') on 31st day of March 2022 as per a business understanding agreed between them for the installation of IBS in the scheduled premises of KR Mangalam University as per the IBS Agreement dated 31 March 2022 (hereinafter referred to as "**Agreement**") and the terms and conditions have been enumerated as follows:

1. STIPL shall pay an amount of INR 10,000/- (Rupees Ten Thousand only) per month per operator (exclusive of GST) as a Development & Maintenance Fees to the K R Mangalam subject to the applicable TDS deduction.
2. The applicable Development & Maintenance Fees shall be paid on or before 20th day of every English calendar month.
3. This Development & Maintenance Fees payment shall commence from the date of operation of IBS+OD site as per Agreement.
4. There shall be an escalation @ 10 % on the last paid Development & Maintenance fees after expiry of every 3 (Three) year from the date of operator(s)' site operation.

From,

K R Mangalam University

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

SPACE TELEINFRA PVT. LTD. GURUGRAM 122002 HARYANA