



महाराष्ट्र MAHARASHTRA

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CP 326960

6 SEP 2024

अनु. क्र. ३९९३८५८८ मुद्रांक क्र. ५००२ = १०००/-

दस्तावेज प्रकार Agreement

दस्त नोंदणी करणार आहेत का ? होय / नाही

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव Vantive Hospitality Ltd.

पत्ता Verwada - Pune - 06

दुसऱ्या पक्षकाराचे नांव BTPL & VHPL

हस्त लेखणीचे नांव व पत्ता Ganesh Dodmani - Pune - 06

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

Accountant

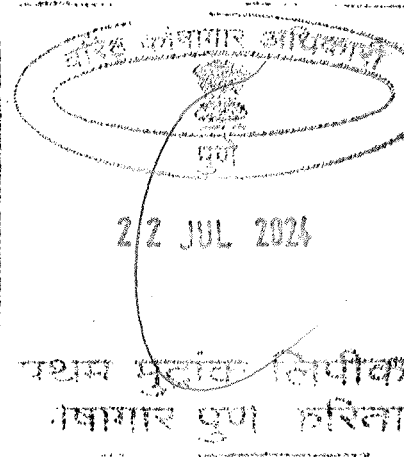
उपस्थित

उषा अंधारे (स्टॅम्प व्हेडर)

परवाना क्र. 2291092

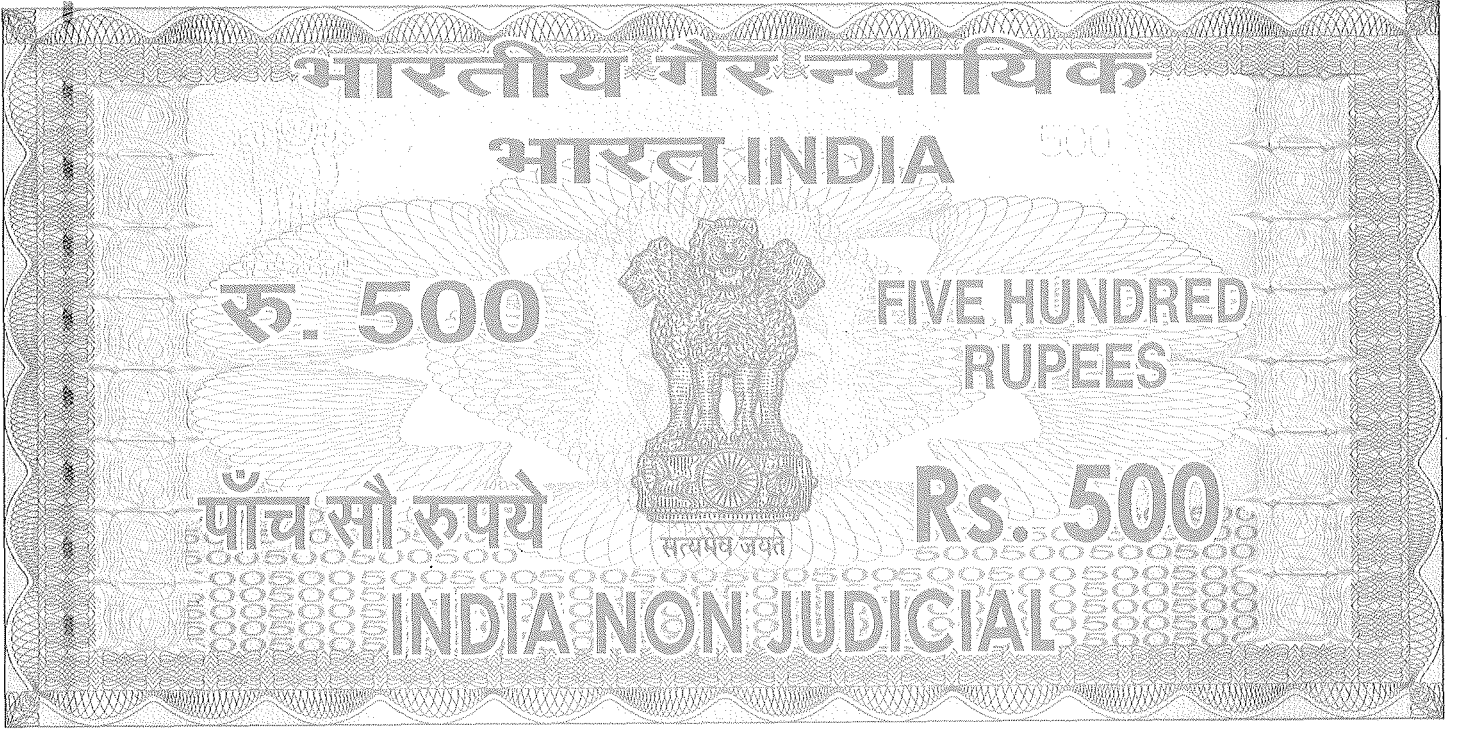
विमोचन दि. ३१-१५

मुद्रांक विकत घेणाऱ्याची सही



प्रथम मुद्रांक लिपीक
महाराष्ट्र पुणे हरिता

This stamp paper forms an integral part of the first Amendment Agreement dated September 7, 2024 to the share purchase agreement dated August 7, 2024 by and between Vantive Hospitality Private Limited, Balwadi Techpark Private Limited and VerbanEdge Hotels Private Limited.



महाराष्ट्र MAHARASHTRA

6 SEP 2024 2023

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अनु. क्र. २९९३६६ दि. मु. रकम ५९४२ = १०००/-

दस्तावा प्रकार Agreement

दस्त नोंदणी करणार आहेत का ? होय / नाही

मिलकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव Ventic Hospitality Ltd.

पत्ता Yerwade - pure - 06

दुसऱ्या पक्षकाराचे नांव BTPL & VHPL

हस्ते अक्षरीचे नांव व पत्ता Ganesh Dodymani - pure - 06

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांचे कारणे साठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Ganesh

उषा

उषा अंधारे (स्टॅम्प व्हेंडर)

मुद्रांक विकत घेणाऱ्याची सही

परवाना क्र. 2201092

विश्रांतवाडी, पुणे-१५



This stamp paper forms an integral part of the First Amendment Agreement dated September 7, 2024 to the share purchase agreement dated August 7, 2024 by and between Ventic Hospitality Private Limited, Ballwadi Techpark Private Limited and VerbantEdge Hotels Private Limited.

**FIRST AMENDMENT AGREEMENT TO THE
SHARE PURCHASE AGREEMENT IN RELATION TO THE SHARES OF URBANEDGE
HOTELS PRIVATE LIMITED**

This First Amendment Agreement (“**First Amendment Agreement**”) to the share purchase agreement in relation to the shares of UrbanEdge Hotels Private Limited dated August 07, 2024 (“**SPA**”) is entered into on September 07, 2024 (“**Agreement Date**”), by and between:

1. **VENTIVE HOSPITALITY LIMITED**, a company incorporated under the Companies Act, 1956 and having CIN U45201PN2002PTC143638 and its registered office at Tech Park I, Tower E, next to Don - Bosco School, Off Airport Road, Yerwada, Pune, Maharashtra - 411006, India (hereinafter referred to as “**Acquirer**”, which expression shall include its successors and permitted assigns);
2. **BALEWADI TECHPARK PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having CIN U74990PN1997PTC105549 and registered office at S. No. 191A/2A/1/2, Tech Park One, Tower 'E', Yerwada, Pune - 411006, Maharashtra, India (hereinafter referred to as “**Seller**”, which expression shall include its successors and permitted assigns);

AND

3. **URBANEDGE HOTELS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having CIN U55101TN2006FTC061377 and registered office at Ground Floor, No. 4/1, Kapaleeswara Nagar Neelankarai Village, Kalaignar Karunanid, hi Salai, Chennai, Chennai, Tamil Nadu – 600041, India (hereinafter referred to as “**Company**”, which expression shall include its successors and permitted assigns).

The Acquirer, Seller and the Company are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Parties have executed the SPA for the Transfer of Transfer Securities by the Seller to the Acquirer, as per the terms and conditions of the SPA.
- B. The Parties now propose to enter into this First Amendment Agreement with the intent of amending certain provisions of the SPA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this First Amendment Agreement, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** Capitalized terms used in this First Amendment Agreement, but not defined hereunder shall have the meaning set out in the SPA.
- 1.2 **Interpretation:** The rules of interpretation as set out in Clause 1.2 of the SPA shall *mutatis mutandis* apply to this First Amendment Agreement.

2. AMENDMENTS

- 2.1 The existing Clause 4.2.1(b) of the SPA shall be deleted in its entirety.
- 2.2 The existing Clause 4.2.1(d) of the SPA shall be deleted in its entirety, and substituted for the following:
“(d) convene a meeting of the Board to (i) approve the transfer of Transfer Securities, (ii)

authorize officials of the Company to duly endorse and deliver the share certificates pertaining to the Transfer Securities which are in physical form, (iii) resignation of Mr. Darshan Sharad Chordia and Mr. Farookh Khan Noormohammad and appointment of nominee directors of the Acquirer, and (iv) update the statutory registers, as required.”

- 2.3 The following paragraph 5.3 shall be added in Clause 5 (**Conditions Subsequent**), after the existing paragraph 5.2:

“The Parties agree that voting rights in respect of the Transfer Securities shall vest with the Acquirer from Closing. If Acquirer so requires, the Seller shall vide a duly authorized board resolution, authorize the Person(s) identified by Acquirer to represent Seller at any General Meeting.”

- 2.4 The following paragraph 2 of Schedule VII (**Conditions Subsequent**) shall be deleted in its entirety, and substituted for the following:

“2(i) Within 30 (thirty) days from the Closing Date, the Seller shall have ensured that the Company obtains written consent under the Hotel Operator Agreements for adding any reference of W International Inc or its affiliates in the Offer Documents;

(ii) Within 60 (sixty) days from the Closing Date, the Seller shall have ensured that Kotak Mahindra Investments Limited releases security provided by the Company, namely the guarantee and mortgage of the Project and PIHPL files the requisite charge release forms.”

- 2.5 The following paragraph 4 shall be added in Schedule VII (**Conditions Subsequent**), after the existing paragraph 3:

“4. As soon as practicable and no later than 60 (sixty) days from the Closing Date, the Seller shall provide a copy of the statement issued by its depository participant which records the debit of the dematerialised Transfer Securities from its demat account.”

- 2.6 The Parties further agree that the completion of the actions listed under Clause 4 (*Closing*) of the SPA shall constitute valid transfer of beneficial and economic interests over the Transfer Securities from the Seller to the Acquirer, and that the Seller shall not be entitled to any rights or economic interest on the Transfer Securities from the Closing Date.

3. EFFECTIVE DATE OF THE FIRST AMENDMENT AGREEMENT

- 3.1 This First Amendment Agreement shall be effective from the Execution Date (i.e., August 7, 2024), and shall be deemed incorporated into the SPA. Any reference in SPA, or in any related agreement or document to any provision of the SPA shall, unless the context otherwise requires, be construed as a reference to such provision in the SPA as though the same has been amended pursuant to the provisions of this First Amendment Agreement.

- 3.2 Other than Clause **Error! Reference source not found.** (*Transfer under the SPA*) of this First Amendment Agreement, no other supplements, amendments or waivers to the SPA are made by this First Amendment Agreement, nor does this First Amendment Agreement constitute the consent, waiver, supplement or amendment of any Party’s rights or obligations under the SPA.

4. MISCELLANEOUS TERMS AND CONDITIONS

- 4.1 Clauses 9 (*Confidentiality and Non-Disclosure*), 10 (*Miscellaneous*) and 11 (*Dispute Resolution and Governing Law*), of the SPA are incorporated into this First Amendment Agreement by reference.

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IN WITNESS WHEREOF the Parties hereto have executed this First Amendment Agreement on the day and year first above written.

For **VENTIVE HOSPITALITY PRIVATE LIMITED**



Authorized Signatory: *Atul I. Chordia*

Date: *07/08/2024*

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment Agreement on the day and year first above written.

For **BALEWADI TECHPARK PRIVATE LIMITED**

PABaj

Authorized Signatory:

Paresh Bajna

Date: 07/08/2024

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment Agreement on the day and year first above written.

For **URBANEDGE HOTELS PRIVATE LIMITED**



Authorized Signatory:

Name: Farookh Khan

Date: 07/08/2024