



INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

Stamp

Certificate No	IN-KAD8772123879204W
Certificate Issued Date	08 Sep-2024 08:21 PM
Account Reference	NONACC (FI) Kacrid8/ HALASURUS/ KA SV
Unique Doc Reference	SUBIN-KAKACRSFL0868905394045397W
Purchased by	CESSNA GARDEN DEVELOPERS PRIVATE LIMITED
Description of Document	Article 5(J) Agreement (in any other cases)
Property Description	AMENDMENT AGREEMENT
Consideration Price (Rs)	0 (Zero)
First Party	CESSNA GARDEN DEVELOPERS PRIVATE LIMITED
Second Party	NOVO THEMES PROPERTIES PRIVATE LIMITED
Stamp Duty Paid By	CESSNA GARDEN DEVELOPERS PRIVATE LIMITED
Stamp Duty Amount (Rs)	500 (Five Hundred only)



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Statutory Alert

In case of any discrepancy please inform the Competent Authority

## **FIRST AMENDMENT AGREEMENT TO THE BUSINESS TRANSFER AGREEMENT IN REALTION TO THE BUSINESS TRANSFER OF ALOFT ORR HOTEL, BENGALURU**

This First Amendment Agreement (“**First Amendment Agreement**”) to the business transfer agreement in relation to the business transfer of Aloft – ORR Hotel entered into between Cessna Garden Developers Private Limited and Novo Themes Properties Private Limited (“**BTA**”) is entered into on September 6, 2024 (“**Agreement Date**”), by and between:

- (1) **CESSNA GARDEN DEVELOPERS PRIVATE LIMITED**, a company incorporated under the laws of India, and having CIN U85110KA1995PTC018755 and registered office at Cessna Business Park, Outer ring Road Post-Kadubeesanahalli, Bellandur, Bangalore Karnataka India 560103 (hereinafter referred to as the “**Transferor**”, which expression shall, unless repugnant to the context or the meaning thereof, mean and include its successors and permitted assigns);
- (2) **NOVO THEMES PROPERTIES PRIVATE LIMITED**, a company incorporated under the laws of India and having CIN U68200PN2024PTC227808 and registered office at S. NO. 191A/2A/1/2, Tech Park One, Tower ‘E’, Yerwada, Pune, Pune City, Maharashtra, India, 411006 (hereinafter referred to as the “**Transferee**”, which expression shall, unless repugnant to the context or the meaning thereof, mean and include its successors and permitted assigns).

The Transferor and the Transferee are collectively referred to herein as the “**Parties**” and each individually as a “**Party**”.

### **WHEREAS:**

- A. The Parties have executed the BTA for transfer of the Hotel Business Undertaking from the Transferor to the Transferee.
- B. The Parties now propose to enter into this First Amendment Agreement with the intent of amending certain provisions of the BTA.

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 BTA.
- 1.2 **Interpretation:** The rules of interpretation as set out in Clause 1.2 of the BTA shall *mutatis mutandis* apply to this First Amendment Agreement.

### **2. AMENDMENTS TO THE BTA**

- 2.1 The existing definition of “**Aloft Land**” of the BTA shall be deleted in its entirety and substituted for the following:

*“Aloft Land” shall mean non-agricultural lands measuring approximately 1 acre 19.97 guntas or 65,316.9 square feet comprised in portions of Survey No. 17/3 and Survey No. 17/4*

*situated at Kadubeesanahalli Village, Varthur Hobli, Bangalore East Taluk, Bangalore Urban, situated in the non processing zone of the Cessna SEZ.”*

- 2.2 The existing description of Aloft Land in Schedule A (Assets of the Hotel Business Undertaking as on June 30, 2024), Part 1: Immovable Properties, shall be deleted in its entirety and substituted for the following:

*“Aloft Land measuring approximately 1 acre 19.97 guntas or 65,316.9 square feet comprised in portions of Survey No. 17/3 and Survey No. 17/4 situated at Kadubeesanahalli Village, Varthur Hobli, Bangalore East Taluk, Bangalore Urban, situated in the non processing zone of the Cessna SEZ.”*

### **3. EFFECTIVE DATE OF THE FIRST AMENDMENT AGREEMENT**

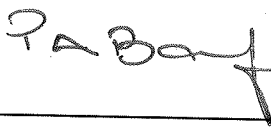
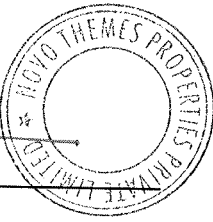
- 3.1 This First Amendment Agreement shall be effective from the Execution Date (that is August 6, 2024) and shall be deemed incorporated into the BTA. Any reference in BTA, or in any related agreement or document to any provision of the BTA shall, unless the context otherwise requires, be construed as a reference to such provision in the BTA as though the same has been amended pursuant to the provisions of this First Amendment Agreement.
- 3.2 Other than Clause 2 (*Amendments to the BTA*) of this First Amendment Agreement, no other supplements, amendments or waivers to the BTA 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 BTA.

### **4. MISCELLANEOUS TERMS AND CONDITIONS**

- 4.1 Clauses 12 (*Confidentiality and Non-Disclosure*), 13 (*Miscellaneous*) and 14 (*Dispute Resolution and Governing Law*), of the BTA are incorporated into this First Amendment Agreement by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For **NOVO THEMES PROPERTIES PRIVATE LIMITED**

Authorized Signatory

Name: Paresh Bafna

Designation: Director

Place: Pune

Date: 06.09.2024

*[Signature page to the First Amendment Agreement of the Aloft BTA]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **CESSNA GARDEN DEVELOPERS PRIVATE LIMITED**

V. Senthil Kumar



Authorized Signatory

Name: **SENTHIL KUMAR**

Designation: **Authorized Signatory**

Place: **BANGALORE**

Date: 06.09.2024

*[Signature page to the First Amendment Agreement of the Aloft BTA]*