



महाराष्ट्र MAHARASHTRA

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CP 326952

क्र. २२३३६६
 6 SEP 2024
 मुद्रांक विभाग
 दस्तावेज प्रमाण
 मुद्रांक विभाग कानपुर अड्डे का ? होय/नही
 मिळवलीचे दान
 मुद्रांक विकत घेणाऱ्याचे नाव पंचसिद्धि रेसिपिअर/हेल्थकेअर
 पत्ता २११३१, पुणे
 दुसऱ्या पक्षासाठीचे नाव Vanika Hospitaly (म)
 हेसो पत्त्याचे नाव व पत्ता गणेश देवस्थान - पुणे
 सहा कारणांसाठी जाईल असे केंद्रावरून केंद्रावरून जाणे करणेसाठी
 मुद्रांक खरेदी केल्यामुळे नवीनचा कापडो बंधनकारक आहे.
Gee...
 सहा जेव्हा (सहा कडे)
 मुद्रांक विकत घेणाऱ्याची सही
 परतणे: १, २६४
 दिनांक: २२-७-२४





महाराष्ट्र MAHARASHTRA

2023

CP 326953

6 SEP 2024

अनु. क्र. 299370 मुद्राकम 500x2 = 1000
 दस्ताचा प्रकार Agreement
 दस्त नादणी करणार आहेत का? होय / नाही
 मिळकतीचे वर्ग
 मुद्राक विकत घेणाऱ्याचे पत्ता Panchshil Infrastructure Holding Pvt. Ltd.
 Yerrwada pune - 06
 दस्ताचा प्रकाशक Vantive Hospitality Ltd.
 हस्ताक्षर करणारे पत्ता Ganesh Dodwani - pune - 06
 ज्या कारणासाठी या मुद्राक खरेदी केले गेले त्याच कारणासाठी
 मुद्राक खरेदी करणाऱ्याचे व साहीत्यात कापणे कोणत्याच आहे.



Ganesh

वसुधा शिंदे (सहायक)

मुद्रांक विकत घेणाऱ्याची सही

संख्या क्र. 2201052
विश्रतवाडी, पुणे-१५

FIRST AMENDMENT AGREEMENT TO THE BUSINESS TRANSFER AGREEMENT

This First Amendment Agreement (“**First Amendment Agreement**”) to the Business Transfer Agreement dated August 6, 2024 (“**BTA**”) is entered into on this 7th day of September, 2024 (“**Agreement Date**”), by and between:

1. **PANCHSHIL INFRASTRUCTURE HOLDINGS PRIVATE LIMITED**, a company incorporated under the laws of India, and having CIN U45200PN2005PTC143269 and registered office at Tech Park One, Tower 'E', Next to Don Bosco School Off Airport Road, Yerwada Pune, Maharashtra 411006 (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); and
2. **VENTIVE HOSPITALITY LIMITED**, a company incorporated under the laws of India, and having CIN U45201PN2002PLC143638 and registered office at Tech Park One, Tower 'E', Next to Don Bosco School Off Airport Road, Yerwada, Pune, Maharashtra – 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 hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Parties have executed the BTA for acquisition of *inter-alia* Oakwood Residences and Marriott Suites by the Purchaser.
- 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 following existing definitions of the BTA shall be deleted in its entirety and substituted for the following:

*“**Marriott Suites Land**” shall mean the freehold land being an ascertained and demarcated area admeasuring 11,829.53 square meters out of the land bearing CTS no.1342 totally admeasuring 64,100 square meters, situate, lying and being at Village Mundhwa, Taluka Pune City and District Pune, together with the hotel buildings known as ‘Marriott Suites’ having FSI area of 16,771.80 Square Meters, as detailed in Part 1 of **SCHEDULE A**;*”

*“**Oakwood Freehold Building**” shall mean the structure standing on the Oakwood Freehold*

Land known as Tower/ Wing 'A' having FSI of 2,075 square meters, as detailed in Part 1 of SCHEDULE A;”

*“**Oakwood Freehold Land**” shall mean the freehold land consisting of all that piece and parcel of demarcated land measuring 1,379.54 square meters being half portion of land out of CTS No. 1/C totally measuring 2,759.08 square meters (“**Larger Land**”) bearing Survey No. 470-A, TPS II, Sangamwadi within the limits of Pune Municipal Corporation in Village Ghorpadi, Taluka Haveli, District Pune, as detailed in Part 1 of SCHEDULE A;”*

*“**Oakwood Leasehold Building**” shall mean the structure on the Oakwood Leasehold Land known as Tower/Wing 'B' having FSI of 2,075 square meters, as detailed in Part 1 of SCHEDULE A;”*

*“**Oakwood Leasehold Land**” shall mean the land consisting of all that piece and parcel of demarcated land measuring 1,379.54 square meters being balance half portion of the Larger Land;”*

*“**Oakwood Residences Land**” shall mean (i) the Oakwood Freehold Land, (ii) the Oakwood Freehold Building and (iii) leasehold rights in the Oakwood Leasehold Building;”*

- 2.2 The following existing definitions under Part 1 of Schedule A of the BTA shall be deleted in its entirety and substituted for the following:

*“**Marriott Suites Land**” shall mean the freehold land being an ascertained and demarcated area admeasuring 11,829.53 square meters out of the land bearing CTS no.1342 totally admeasuring 64,100 square meters, situate, lying and being at Village Mundhwa, Taluka Pune City and District Pune, together with the hotel buildings known as 'Marriott Suites' having FSI area of 16,771.80 Square Meters;”*

*“**Oakwood Freehold Building**” shall mean the structure standing on the Oakwood Freehold Land known as Tower/ Wing 'A' having FSI of 2,075 square meters;”*

*“**Oakwood Freehold Land**” shall mean the freehold land consisting of all that piece and parcel of demarcated land measuring 1,379.54 square meters being half portion of land out of CTS No. 1/C totally measuring 2,759.08 square meters bearing Survey No. 470-A, TPS II, Sangamwadi within the limits of Pune Municipal Corporation in Village Ghorpadi, Taluka Haveli, District Pune;”*

- 2.3 The following definitions shall be added under Part 1 of Schedule A of the BTA:

*“**Oakwood Leasehold Building**” shall mean the structure on the Oakwood Leasehold Land known as Tower/Wing 'B' having FSI of 2,075 square meters*

*“**Oakwood Residences Land**” shall mean (i) the Oakwood Freehold Land, (ii) the Oakwood Freehold Building and (iii) leasehold rights in the Oakwood Leasehold Building;”*

- 2.4 The following existing Transferor's Warranties under serial numbers 6 (six) and 7 (seven) of Part B of Schedule H shall be deleted in its entirety and substituted for the following:

“6. The Transferor has clear and subsisting leasehold rights to the Oakwood Leasehold Building and the Oakwood Leasehold Building is free from and clear of all Encumbrances of any nature whatsoever. The Transferor has marketable leasehold rights to the Oakwood Leasehold Building (other than on account of any restrictions on marketability pursuant to the terms of the Oakwood Lease).”

“7. The Transferor has legal and physical possession of the Oakwood Leasehold Building.”

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 (*Amendment*) 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.

[remainder of the page intentionally left blank]

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

For PANCHSHIL INFRASTRUCTURE HOLDINGS PRIVATE LIMITED

A handwritten signature in black ink, appearing to be 'F. Khan', written over a horizontal line.

Authorized Signatory:

Name: FAROOKH KHAN
Date: 07.09.2024

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

For VENTFVE HOSPITALITY LIMITED

A handwritten signature in black ink, appearing to read 'Atul Chordia', with a horizontal line extending to the right.

Authorized Signatory

Name: ATUL CHORDIA
Date: 07.09.2024