

महाराष्ट्र MAHARASHTRA

2024

CS 360634

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स्ताचा प्रकार Agreement

दस्त बोंदणी करणार आहेत का ? होय/नाही.

मिळवतीचे वर्णन पुराणिक रिवाजीत अंश उद्देशाने

मुद्रांक विकत घेणाऱ्याचे नाव २२०३१ गुण धा'की

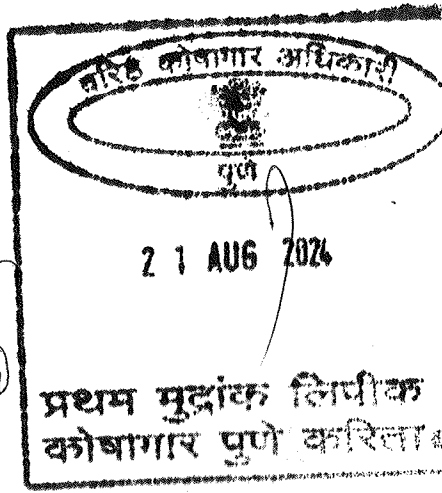
पत्ता पुराणिक अणु वाळ धा'की

दुसऱ्या व्हाकाराचे नांव रणु अ. म. म. रणु

हस्ते व्यवस्तीचे नांव व पत्ता RUPESH SANGIETAA LOKANDE

मुद्रांक विकत घेणाऱ्याची सही मोबोज हॉटेल कम्पाऊंड, बंडगार्डन रोड, पुणे-१

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी वरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे



This Stamp Paper is an integral Part of Deed of Adherence

DEED OF ADHERENCE

This deed of adherence (this “**Deed**”) is executed on this 16th day of August, 2024 by and amongst:

1. **Panchshil Realty and Developers Private Limited**, a company incorporated under the (Indian) Companies Act, 1956 and having registered office at Tech Park One Tower ‘E’, S No. 191A/2A/2, next to Don - Bosco School, Off Airport Road, Yerwada, Pune - 411006, Maharashtra, India (hereinafter referred to as the “**Transferor 1**”, which expression shall include its successors and permitted assigns) of the **FIRST PART**;
2. **Panchshil IT Park Private Limited**, a company incorporated under the (Indian) Companies Act, 2013 and having registered office at S No. 191A/2A/1/2, Tech Park One, Tower 'E', Yerwada, Pune - 411006, Maharashtra, India (hereinafter referred to as the “**Transferor 2**” which expression shall include its successors and permitted assigns) of the **SECOND PART**;
3. **RP Holdings Limited**, private limited company incorporated in United Arab Emirates and having its registered office at (Office No. W505, Al Saaha Offices, Block C, Downtown Dubai, Dubai, UAE, PO Box 43715) (hereinafter referred to as “**RPHL**” which expression shall include its successors and permitted assigns) of the **THIRD PART**;
4. **Kudakurathu Island Resort Private Limited**, a company incorporated under the provisions of laws of Maldives and having its registered office at Ma. Dawn Shine, Zamaanee Goalhi, Male', Maldives (hereinafter referred to as the “**Company**”, which expression shall include its successors and permitted assigns) of the **FOURTH PART**;
5. **Ventive Hospitality Private Limited** (formerly known as ICC Realty (India) Private Limited), a company incorporated under the (Indian) Companies Act, 1956 and having 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 the “**Transferee**”, which expression shall include its successors and permitted assigns) of the **FIFTH PART**;

The Transferor 1 and Transferor 2 shall hereinafter individually be referred to as a “**Transferor**”, and collectively as the “**Transferors**”. Transferors, Company and Transferee, shall hereinafter individually be referred to as a “**Party**”, and collectively as the “**Parties**”.

WHEREAS

- A. Transferor 1, RP Holdings Limited, Orion Hospitality Singapore Pte Limited, Sanken Overseas Private Limited, and Kudakurathu Island Resort Private Limited have entered into an Investment Agreement dated December 31, 2018, read with the amendments dated June 5, 2020, August 25, 2020, October 6, 2022 and February 8, 2023 (collectively the “**Agreement**”). Vide the amendment of February 8, 2023, Panchshil IT Park Private Limited became a party to the Agreement.
- B. Subsequently, Orion Hospitality Singapore Pte Limited and Sanken Overseas Private Limited ceased to hold shares in the Company, and pursuant to Clause 13.1 of the Agreement, the Agreement no longer applies to them.
- C. The Transferors have transferred their entire shareholding in the Company, comprising 2,92,50,556 (two crore ninety two lakh fifty thousand five hundred and fifty six) shares (“**Sale Shares**”) to the Transferee, an Affiliate of the Transferors. RPHL had consented to this vide letter dated August 7, 2024.
- D. The Transferee is also proposing to undertake an initial public offering (“**IPO**”) of its shares on the Indian stock exchanges.

- E. In connection with the Transfer of the Sale Shares and the proposed IPO, the Parties are entering into this deed of adherence.

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. Consent to the terms of the Agreement

- 1.1 The Transferee covenants, undertakes and agrees that by its execution of this Deed it shall become a party to the Agreement and that it shall be bound by all the rights, duties and obligations of any nature whatsoever cast upon the Transferors under the Agreement (excluding any rights, duties and obligations that are already accrued and in existence as at the Effective Date, as defined below) and all rights available and obligations applicable to the Transferors under the Agreement (excluding any rights, duties and obligations that are already accrued and in existence as at the Effective Date, as defined below), and shall assume, keep, observe and perform, duly and punctually, all the terms, covenants, undertakings, agreements, provisions and conditions in the Agreement from the Effective Date (as defined below).
- 1.2 The Transferee hereby confirms that it has received a copy of the Agreement and that all provisions relating to its rights, duties and obligations of any nature whatsoever under the Agreement are incorporated by reference herein and deemed to be part of this Deed to the same extent as if such provisions had been set forth in their entirety herein.
- 1.3 The Parties agree that until the Panchshil group remains in sole or joint Control (along with other investors) of the Transferee, the transfer provisions set out in the Agreement (that is Clause 10.2 (*Lock-in Period*), Clause 10.5 (*Right of First Refusal*) and Clause 10.6 (*Tag Along Right*) of the Agreement) shall not apply in respect of any Transfer of shares in Transferee.
- 1.4 The Parties agree that this Deed shall be effective from the date of Transfer of the Sale Shares to the Transferee (the "**Effective Date**").

2. Representations and Warranties

- 2.1 Each Party represents to the other Parties that:
- (i) it is duly organized and validly existing under the laws of its incorporation and has the power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated by this Deed;
 - (ii) this Deed has been duly and validly executed by it, and upon the execution and delivery by it will constitute, legal, valid and binding obligations enforceable against it in accordance with its terms;
 - (iii) the entry into and performance of any of the actions by it under this Deed does not violate any provisions of any law, charter documents, any authorizations to which it is subject to, or any contracts to which it is a party.

3. Governing Law

This Deed shall be governed in all respects by the laws of Singapore and the provisions of Clause 16 (*Dispute Resolution*) of the Agreement shall apply to this Deed and be deemed to be incorporated herein in full.

4. Definitions

Capitalised terms used but not defined herein shall have the meanings assigned to them in the Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have entered into this Deed the day and year first above written.

For Panchshil Realty and Developers Private Limited



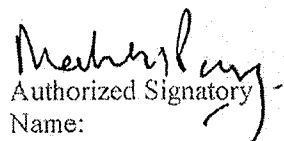
Authorized Signatory
Name:

For Panchshil IT Park Private Limited



Authorized Signatory
Name:

For RP Holdings Limited


Authorized Signatory
Name:

MANESH PANDEY
Director R.P. Group of Companies
Dubai UAE

For Kudakurathu Island Resort Private Limited



Authorized Signatory
Name:

For Ventive Hospitality Private Limited



Authorized Signatory
Name: