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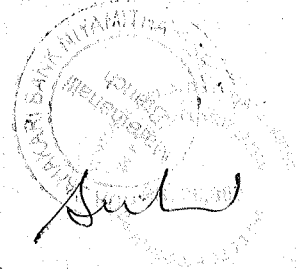
INDIA NON JUDICIAL

Government of Karnataka

Rs. 20,000

e-Stamp

Certificate No. : IN-KA80240645072238W
Certificate Issued Date : 06-Aug-2024 02:28 PM
Account Reference : NONACC (FI)/ kaksfcl08/ MARATHAHALLY/ KA-RJ
Unique Doc. Reference : SUBIN-KAKAKSFCL0812829775837399W
Purchased by : VENTIVE HOSPITALITY PRIVATE LIMITED
Description of Document : Article 5(g)(ii) Agreement or its records or MOA - Sale of moveable property, possession of the property is not delivered
Property Description : SHARE PURCHASE AGREEMENT
Consideration Price / Market Value (Rs.) : 12,30,00,000
(Twelve Crore Thirty Lakh only)
First Party : VENTIVE HOSPITALITY PRIVATE LIMITED
Second Party : NOVO THEMES PROPERTIES PRIVATE LIMITED
Stamp Duty Paid By : VENTIVE HOSPITALITY PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 20,000
(Twenty Thousand only)



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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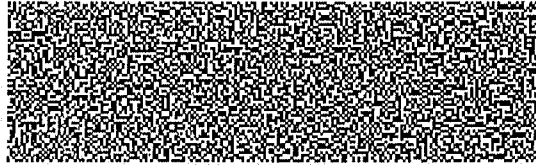
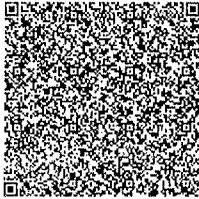
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA80238454265238W
Certificate Issued Date : 06-Aug-2024 02:27 PM
Account Reference : NONACC (FI)/ kaksfcl08/ MARATHAHALLY/ KA-RJ
Unique Doc. Reference : SUBIN-KAKAKSFCL0812921234414657W
Purchased by : VENTIVE HOSPITALITY PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases).
Property Description : AGREEMENT OF MEMORANDUM OF AGREEMENT
Consideration Price (Rs.) : 12,30,00,000
 (Twelve Crore Thirty Lakh only)
First Party : VENTIVE HOSPITALITY PRIVATE LIMITED
Second Party : NOVO THEMES PROPERTIES PRIVATE LIMITED
Stamp Duty Paid By : VENTIVE HOSPITALITY PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



SHRI SANKAR BHASKAR NIKAMITHA & SREVIDHA
 MARATHAHALLY
 Branch
 S

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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SHRI SANKAR BHASKAR NIKAMITHA & SREVIDHA MARATHAHALLY Branch

DATED AUGUST 8, 2024

SHARE PURCHASE AGREEMENT

AMONGST

VENTIVE HOSPITALITY PRIVATE LIMITED

AND

THE PERSONS LISTED IN SCHEDULE III OF THIS AGREEMENT

AND

NOVO THEMES PROPERTIES PRIVATE LIMITED

**IN RELATION TO THE SHARES OF NOVO THEMES PROPERTIES PRIVATE
LIMITED**



cyril amarchand mangaldas
ahead of the curve

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SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this “**Agreement**”) is executed on this 8th day of August 2024 (the “**Execution Date**”) by and amongst:

1. **VENTIVE HOSPITALITY PRIVATE 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. **THE PERSONS LISTED OUT IN SCHEDULE III OF THIS AGREEMENT** (hereinafter referred to as “**Sellers**”, which expression shall include their respective legal heirs, successors and permitted assigns);

AND

3. **NOVO THEMES PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 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 “**Company**”, which expression shall include its successors and permitted assigns).

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

WHEREAS:

- (A) The Sellers are the the legal, beneficial and absolute owners of their Individual Transfer Securities (*as defined below*) in the Company as set forth opposite their names in **Part A of SCHEDULE I**, and have agreed to Transfer their Individual Transfer Securities to the Acquirer in accordance with the terms and conditions set out in this Agreement.
- (B) The Acquirer is proposing, on the Closing Date (*as defined below*), to acquire the Transfer Securities (*as defined below*) in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which is hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires or unless otherwise defined or provided for herein, the capitalized terms used in this Agreement shall have the following meanings:

“**Act**” shall mean the Companies Act, 2013, as amended from time to time;

“**Aloft Hotel**” shall mean the hotel under the name of ‘Aloft Bengaluru, ORR’ having 3 basement floors, ground floor, 11 upper floors and terrace with a super built up area of 2,92,304.82 square feet and parking / service built up area of 1,83,383.20 square feet and consisting of 191 rooms; situated on approximately 0.66 hectares of land in survey numbers

17/3 (p) and 17/4 situated at Kadubeesanahalli Village, Varthur Hobli, Bangalore East Taluk, Bangalore Urban;

“**Applicable Law**” or “**Law**” shall mean any statute, law, regulation, ordinance, code, rule, judgment, notification, rule of common law, circular, award, judicial pronouncements, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;

“**Business Day**” shall mean a day when banks and courts are open and working in their regular course of business in Mumbai, India, except Saturdays and Sundays;

“**Charter Documents**” shall mean, with respect to a Person, the articles of association and memorandum of association, certificate of incorporation or similar organizational or incorporation documents, of such Person;

“**Closing Date**” shall have the meaning assigned to such term in Clause 4.1.1 of this Agreement;

“**Closing**” shall mean the complete consummation of each of the actions by each of the Parties concerned under Clause 4 of this Agreement;

“**Encumbrance**” shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, deed of trust, security interest; or (ii) any voting agreement, proxy, option, right of first offer/ refusal or Transfer restriction in favour of any Person;

“**Governmental Authority**” shall mean any national, supranational, federal, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law or any court, tribunal, arbitral or judicial body (including any grand jury), or any stock exchange of India or any other country which has jurisdiction on the Sellers or the Transfer Securities or the transactions contemplated herein;

“**Individual Transfer Securities**” shall mean the Transfer Securities held by each Seller in the Company, as set out against their names in Part A of **SCHEDULE I**.

“**IT Act**” shall mean Income Tax Act, 1961;

“**INR**” shall mean Indian Rupees, the lawful currency of the Republic of India;

“**Listing**” means the public offer and listing of the Acquirer on a stock exchange in India;

“**Long Stop Date**” shall mean two months from the Execution Date, or such other date as may be agreed between the Sellers and the Acquirer, in writing;

“**Offer Documents**” shall mean the offer documents, filed or to be filed with SEBI and a stock exchange in India as applicable in respect of the Listing, together with the preliminary and final international supplement/wrap to such documents and any amendments,

supplements, notices, corrections or corrigenda to such documents and international supplement/wrap;

“**Order**” shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Governmental Authority;

“**Person**” shall mean any individual, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or other enterprise, Hindu undivided family, union, association, government (central, state or otherwise), or any agency, department, authority or political subdivision thereof, and shall include their respective successors, and in case of an individual, shall include his/her legal representatives, administrators, executors and heirs, and in case of a trust, shall include the trustee or the trustees for the time being;

“**Relevant Sellers Bank Account**” shall mean the bank account of each of the Sellers as set out against their names in **SCHEDULE III**;

“**Sellers Warranties**” shall have the meaning assigned to such term in Clause 5.1 of this Agreement;

“**Tax**” or “**Taxes**” includes any and all taxes, assessments, duties, impositions, liabilities and other governmental charges imposed by any Governmental Authority, including taxes on income, profits, service, sales, value added, ad valorem, transfer, withholding, excise, stamp duty and property taxes, together with all interest, penalties and additions imposed with respect to such amounts;

“**Third Party**” shall mean a Person who is not a party to this Agreement;

“**Transfer**” shall mean to transfer, sell, assign, create an Encumbrance on, place in trust (voting or otherwise), exchange, gift or transfer by operation of Applicable Law, or in any other way dispose of, whether voluntarily or not;

“**Transfer Securities**” shall mean the Individual Transfer Securities, which will be sold by each Seller on Closing Date, as specified in **Part A of SCHEDULE I**.

2. **CONSIDERATION**

2.1 As consideration for the acquisition of the Transfer Securities, the Acquirer hereby agrees to pay an aggregate of INR 12,26,95,179 (Indian Rupees Twelve Crore Twenty Six Lakhs Ninety Five Thousand One Hundred and Seventy Nine only) (“**Sale Consideration**”), on the Closing Date, as set out below. The Acquirer shall be entitled to deduct and withhold from payment of Sale Consideration to be made pursuant to this Agreement as per section 194Q of the IT Act (“**Tax Deducted at Source**”).

Individual Transfer Securities	Sellers	Sale Consideration in INR
44	Jawahar Gopal	35,99,058
96	Meera Jawahar	78,52,491
96	Lav Jawahar	78,52,491

97	Kush Jawahar	79,34,288
44	Manohar Gopal	35,99,059
290	Neha Manohar	2,37,21,068
44	Dhiren Gopal	35,99,059
289	Neeta Dhiren	2,36,39,271
250	Syed Ahmed	2,04,49,197
250	Fareena Syed Ahmed	2,04,49,197
1500	Total	12,26,95,179

2.2 To the extent that amounts are so withheld and paid to the appropriate Governmental Authority pursuant to any Applicable Law relating to Tax, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the relevant payee in respect of which such deduction and withholding was made.

2.3 The Acquirer shall: (a) deposit any Taxes withheld under this Agreement with the relevant Governmental Authority, (b) complete filing of withholding tax returns within the statutory due date, and (c) issue a withholding Tax certificate in Form 16A within the prescribed statutory timelines.

3. PRE-CLOSING OBLIGATIONS

3.1 The following actions shall be completed on or prior to the Long Stop Date:

3.1.1 Each Seller shall have obtained and provided to the Acquirer, certificate on a reliance basis, from a chartered accountant of repute, certifying the pending demand and/ or proceedings against each Seller as referred to in Section 281 of the IT Act and/or Section 81 of the Central Goods and Service Tax Act, 2017, as on the Closing Date, and that no notice has been served upon the Sellers under Rule 2 of the Second Schedule of the IT Act or under the Central Goods and Service Tax Act, 2017, as on the Closing Date, where such certificate provides the screenshot of the income tax web-portal reflecting the same as an annexure.

3.1.2 The Company shall have obtained a valuation report, prepared considering the audited financial statements of the Company for the year ended March 31, 2024, from a tax firm of repute with respect to the fair market value of the Transfer Securities as computed in accordance with rule 11UA of the Income Tax Rules 1962.

3.1.3 The Company shall have completed the acquisition of the business of the Aloft Hotel, pursuant to the terms of the business transfer agreement dated _____, executed between the Company and Cessna Garden Developers Private Limited.

3.2 The Sellers agree that for the period till the Closing Date:

3.2.1 they shall not Transfer their Individual Transfer Securities to any Third Party;

3.2.2 they shall have not have the right to a board seat or any management rights in the Company.

4. CLOSING

4.1 Closing

4.1.1 The Transfer of Transfer Securities shall occur after the completion of the pre-closing obligations set out in Clause 3.1, on the closing date communicated in writing by the Acquirer (which shall in any event not be later than the Long Stop Date) (the “**Closing Date**”).

4.1.2 The Sellers shall, on the Closing Date, handover the duly stamped and executed share transfer forms to the Acquirer for transferring their Individual Transfer Securities to the Acquirer, who shall duly execute the same and provide to the Company.

4.1.3 The Company shall :

- (a) convene a meeting of the Board to (i) take on record the Transfer of Transfer Securities and authorize officials of the Company to duly endorse and deliver the share certificates pertaining to the Transfer Securities to the Acquirer and (ii) update the statutory registers;
- (b) endorse the Transfer Securities’ certificate in favor of the Acquirer and hand them over to Acquirer.

4.1.4 The Acquirer shall transfer the Sale Consideration, as set out in Clause 2.1 to the Relevant Seller Bank Account on the Closing Date.

4.2 The Company shall within 180 (one hundred and eighty) days of the Closing Date, provide the Acquirer with a valuation report in a form reasonably satisfactory to the Acquirer under section 56(2)(x) of the Income Tax Act, 1961, read with Rule 11UA of the Income Tax Rules, 1962 in respect of Transfer Securities based on the management certified unaudited balance sheet of the Company as on the Closing Date.

5. WARRANTIES

5.1 The Sellers hereby severally represent and warrant to the Acquirer that each of the warranties, representations and statements contained in Error! Reference source not found. (collectively the “**Sellers Warranties**”) are true and correct on and as of the Execution Date and shall be true and correct on and as of the Closing Date.

5.2 The Acquirer hereby represents and warrants to the Sellers as follows:

- (a) it is duly organized and validly existing under the Laws of India, and has the power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated by this Agreement;
- (b) this Agreement 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; and
- (c) the entry into and performance of any of the actions by it under this Agreement does not violate any provisions of any Applicable Law, its Charter Documents, any

authorizations to which it is subject to, or any contracts to which it is a party.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall come into effect on the Execution Date and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 6.2 below.

6.2 This Agreement shall terminate prior to Closing in any of the following circumstances:

- (a) upon mutual written agreement of the Acquirer and Sellers;
- (b) if Closing does not occur by the Long Stop Date.

6.3 Survival

The provisions of Clauses 1 (*Definitions and Interpretation*), 6.3 (*Survival*), 7 (*Confidentiality and Non-Disclosure*), 8 (*Miscellaneous*), and 9 (*Dispute Resolution and Governing Law*) shall survive termination of this Agreement. No other rights or obligations shall accrue in favour of or against either Party by virtue of termination of this Agreement.

7. CONFIDENTIALITY AND NON-DISCLOSURE

7.1 Each Party shall keep all information and other materials passing between it and the other Parties in relation to the transactions contemplated by this Agreement, as well as the existence and the terms and conditions of this Agreement (“**Information**”) confidential and shall not, without the prior written consent of the other Parties, divulge the Information to any other Person or use the Information other than for carrying out the purposes of this Agreement except:

- (a) To the extent that such Information is in the public domain other than by breach of this Agreement;
- (b) To the extent that such Information is required to be disclosed by any applicable Law or requested to be disclosed by any Governmental Authority to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply, under notice to the other Party(ies);
- (c) To employees, directors or professional advisors of any Party or its affiliates on a need-to-know basis, subject to the disclosing Party informing such persons of the confidential nature of such Information, and provided that such party shall continue to maintain the confidential nature of such Information;
- (d) To the extent that any Information has been independently developed by a Party without reference to any Information furnished by any other Party hereto;
- (e) To any direct or indirect shareholders/investors/limited partners/general partners of each Party subject to the disclosing Party informing such persons of the confidential nature of such Information, and provided that such party shall continue to maintain the confidential nature of such Information; and
- (f) To the extent required by a Party for the enforcements of its rights and obligations under this Agreement.

7.2 Consent

The Sellers hereby provide their specific consent to the disclosure of this Agreement to the extent required under Applicable Law, including disclosure of the same in Offer Documents and other ancillary documents required in relation to the Listing.

8. MISCELLANEOUS

8.1 Costs

All expenses incurred in giving effect to the transactions under this Agreement, including the stamp duty payable on the Agreement, shall be paid by the Sellers. All other costs and expenses incurred by a Party in connection with the execution of this Agreement, including fees of its accountants, auditors, consultants, legal counsel and tax advisors, shall be borne by the respective Party.

8.2 Assignment

Neither Party can assign its rights or obligations under this Agreement without consent of the other Party.

8.3 Specific Performance

Notwithstanding anything said in Clause 9 (*Dispute Resolution and Governing Law*) below, this Agreement shall be specifically enforceable at the instance of a Party. The Parties agree that the non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at applicable Law in respect of such breach will be inadequate (the defaulting Party hereby waives the claim or defence that an adequate remedy at applicable Law is available) and that the non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

8.4 Notices

All notices, demands or other communication required or permitted to be given or made under this Agreement shall be in English and in writing and shall be delivered personally or sent to the relevant Party at its address or electronic mail address set forth below (or such other address as the addressee has by prior written notice specified to the other Parties).

Ventive:

Attention : Mr. Atul Chordia
Address : Tech Park I, Tower E, next to Don - Bosco School, Off Airport Road,
Yerwada, Pune, Maharashtra -- 411006
Phone : 020 - 66473100
Email : secretarial@panchshil.com

With a copy (which shall not constitute notice) to:

Attention : Legal Department

Address : c/o Blackstone Singapore Pte. Ltd.
Level 32 Marina Bay Financial Centre Tower 1, 8 Marina
Boulevard, Singapore 018981

Email : realestateasianotices@blackstone.com

Sellers: As set out against each of their names in **SCHEDULE III**.

Company:

Attention : Mr. Pradeep Bhatambrekar
Address : S. NO. 191A/2A/1/2, Tech Park One, Tower 'E', Yerwada, Pune City,
Punc- 411006, Maharashtra
Phone : +91 20 66473100
Email : ntppl@panchshil.com

9. DISPUTE RESOLUTION AND GOVERNING LAW

- 9.1 Any dispute, controversy, disagreement or claim of any kind whatsoever arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity hereof (the “**Dispute**”), shall be submitted to final and binding arbitration at the request of any of the disputing Parties upon written notice to that effect to the other Parties. In the event of such arbitration:
- (a) the arbitration shall be through arbitration administered by the Singapore International Arbitration Center (“**SIAC**”) in accordance with the provisions of the arbitration rules of the SIAC, in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);
 - (b) all proceedings of such arbitration shall be in the English language. The seat of the arbitration shall be Singapore and the venue of the arbitration shall be Mumbai;
 - (c) the arbitration shall be conducted before a tribunal (“**Tribunal**”) which consists of 3 (three) arbitrators. The claimant(s) shall nominate one arbitrator in the notice of arbitration. The respondent(s) shall nominate one arbitrator in the response to the notice of arbitration. The two party-nominated arbitrators shall then have twenty (20) days to agree, in consultation with the parties to the arbitration, upon the nomination of a third arbitrator to act as presiding arbitrator of the tribunal, barring which the President of SIAC shall select the third arbitrator (or any arbitrator that claimant(s) or respondent(s) fail to nominate in accordance with the foregoing);
 - (d) the award rendered by the Tribunal shall, in addition to dealing with the merits of the case, fix the costs of the arbitration (which includes the Tribunal’s fees) and decide which of the Parties thereto shall bear such costs or in what proportions such costs shall be borne by such Parties;
 - (e) arbitration awards shall be reasoned awards and shall be final and binding on the disputing Parties;
 - (f) this arbitration agreement shall be governed by the Laws of Singapore. It is expressly agreed that: (a) provisions of Part I of the Arbitration and Conciliation Act, 1996 (India) will not apply to this arbitration agreement; and (b) provisions of

Part II of the Arbitration and Conciliation Act, 1996 (India) will apply to this arbitration agreement; and

(g) the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

9.2 Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of such Party to pursue any other remedy or relief through the arbitration described in this Clause 9.

9.3 This Agreement shall in all respects be governed and interpreted by and construed in accordance with the Laws of India.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

For VENTIVE HOSPITALITY PRIVATE LIMITED



Authorized Signatory

Name: *Atul Chordia*

Date: *08/08/2024*

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

For NOVO THEMES PROPERTIES PRIVATE LIMITED



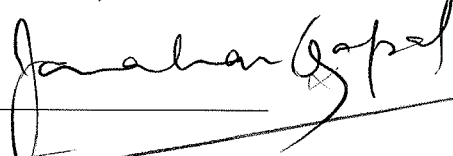
Authorized Signatory

Name: CHETAN CHORDIA

DATE: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

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

Signature: 

Name: Jawahar Gopal

Date: 08/08/2024

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

Signature: 

Name: ~~Dhiren Gopal~~

Date: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

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

Signature: Kush Jawahar

Name: Kush Jawahar

Date: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

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

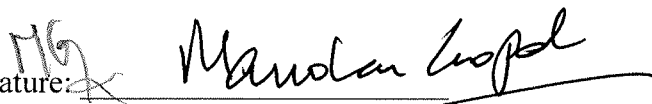
Signature: Lav Jawahar

Name: Lav Jawahar

Date: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

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

Signature:  MG Manohar Gopal

Name: Manohar Gopal

Date: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

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

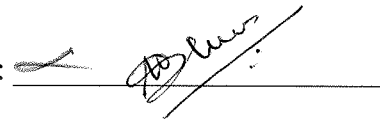
Signature: Meera Jawahar

Name: Meera Jawahar

Date: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

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

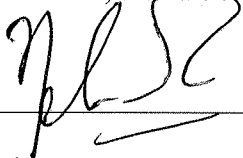
ND Signature: 

Name: Neeta Dhiren

Date: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

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

Signature: 

Name: Neha Manohar

Date: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

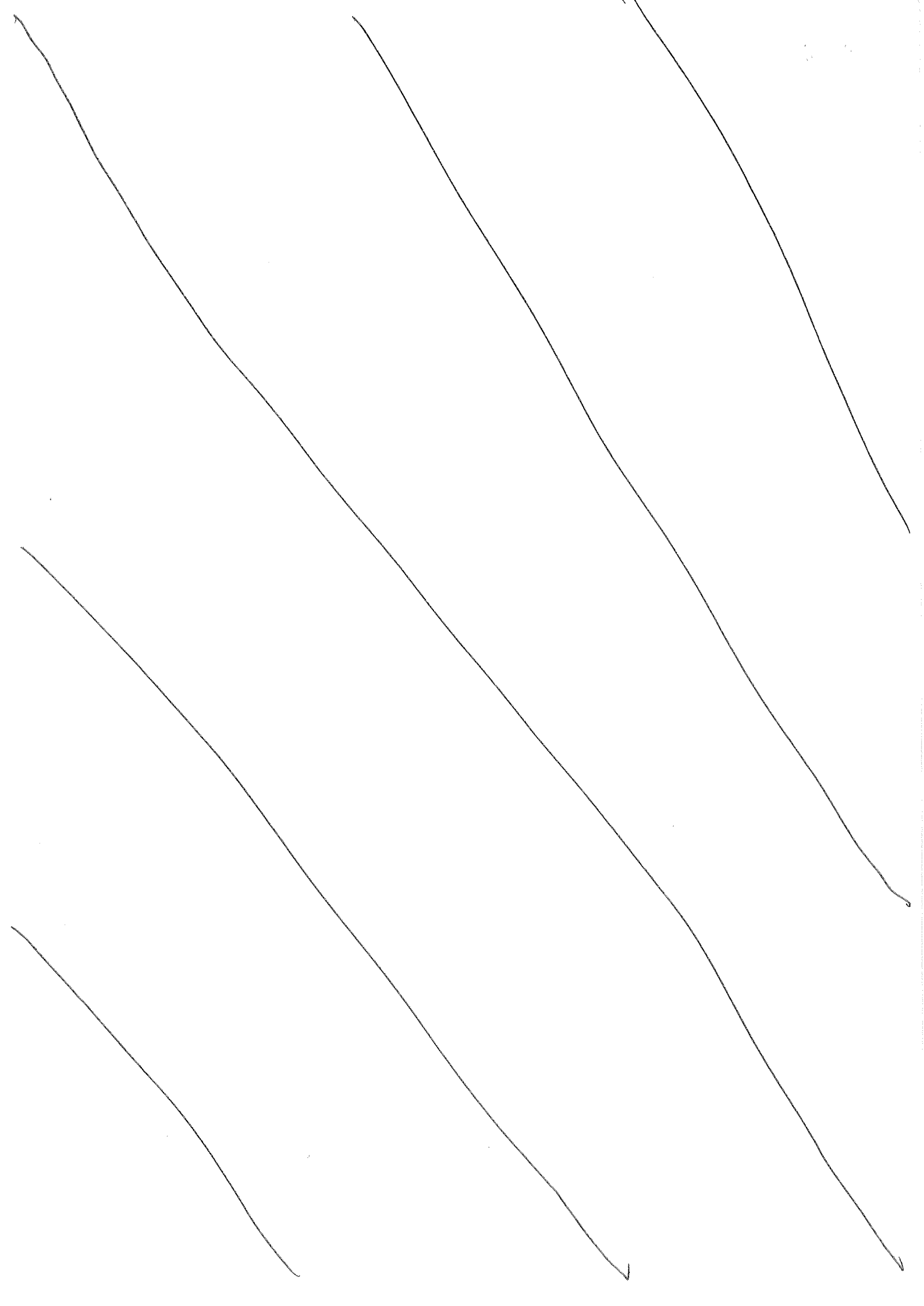
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

Signature: Syed Ahmed

Name: Syed Ahmed

Date: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.



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

Signature: *Fareena Syed Ahmed*

Name: Fareena Syed Ahmed

Date: 08/08/2024

Signature page to the Share Purchase Agreement executed between Ventive Hospitality Private Limited and the Sellers as set out in the Schedule in relation to the shares of Novo Themes Properties Private Limited.

SCHEDULE I.

PART A

SHAREHOLDING PATTERN OF THE COMPANY ON THE EXECUTION DATE

Name	Number of Shares in the Company	Percentage holding in the Company
Ventive Hospitality Private Limited (including its nominee, if any)	8500	85%
Jawahar Gopal	44	0.44%
Meera Jawahar	96	0.96%
Lav Jawahar	96	0.965%
Kush Jawahar	97	0.965%
Manohar Gopal	44	0.44%
Neha Manohar	290	2.90%
Dhiren Gopal	44	0.44%
Neeta Dhiren	289	2.89%
Syed Ahmed	250	2.50%
Fareena Syed Ahmed	250	2.50%
Total	10,000	100%

PART B

SHAREHOLDING PATTERN OF THE COMPANY AS ON THE CLOSING DATE

Name	Number of Shares in the Company	Percentage holding in the Company
Ventive Hospitality Private Limited	9999	99.99%
Nominee on behalf of Ventive Hospitality Private Limited	1	0.01%
Total	10,000	100%

SCHEDULE II.

SELLERS WARRANTIES

The Sellers hereby severally represent and warrant to the Acquirer that:

1. Each Seller has the power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly and validly executed by each Seller and constitutes, and upon the execution and delivery by each Seller will constitute, legal, valid and binding obligations, enforceable him / her in accordance with its terms.
2. Each Seller is the legal and beneficial owner of his / her Individual Transfer Securities, free from all Encumbrances. Upon Transfer of their Individual Transfer Securities as contemplated in this Agreement, the Acquirer shall be the sole legal and beneficial owner of their respective Transfer Securities, free from any Encumbrance and shall have good and marketable title to their respective Transfer Securities.
3. Each Seller has full voting and decision-making power with respect to the Individual Transfer Securities held by it, and such Individual Transfer Securities are not subject to any proxy, voting trust or other contract relating to the ownership, voting, dividend rights or disposition thereof.
4. Each of the Sellers are not insolvent or bankrupt under the Applicable Law, nor do they have any proceedings admitted in any court of competent jurisdiction against them in this regard.
5. The execution, delivery and performance by the each of the Sellers of this Agreement and the transactions contemplated hereby does not violate, conflict with, result in a breach of the terms, conditions or provisions of, result in the creation of any Encumbrances or constitute a default, an event of default (or an event that, with the giving of notice or lapse of time or both, would constitute an event of default) or an event creating rights of acceleration, modification, termination or cancellation or a loss of rights under any or all of the following (as relevant):
 - (a) any contract to which they are a party and is material to the transactions contemplated by this Agreement, and requisite waivers/ consents, where necessary, have been obtained in this regard;
 - (b) any approval or Order to which they are a party or by which they are bound, in each case, that is material to the transactions contemplated by this Agreement; and
 - (c) any Applicable Law affecting them, which would affect their ability to consummate the transactions contemplated herein.
6. No approval or consent to, from or with any Person is required by the Sellers in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, the absence of which may reasonably be expected to restrain, prevent or make illegal the consummation of the transactions contemplated by this Agreement.
7. There is no private or governmental action, suit, proceeding, claim, arbitration or investigation, pending before any agency, court or tribunal, foreign or domestic, which is ongoing against each Seller (whether by way of counter claim or appeal or otherwise) that may reasonably be expected to restrain, prevent or make illegal the consummation of the

transactions contemplated by this Agreement, and to their knowledge, there are no facts or circumstances existing as of the date of this Agreement that are reasonably likely to give rise to any such proceeding, claim, arbitration or investigation. There are no demands and/or proceedings pending against the Sellers under the IT Act, no written notice is served upon it under Rule 2 of the Second Schedule of the IT Act or under the Central Goods and Service Tax Act, 2017 which could render the transfer of Transfer Securities void under Section 281 of the IT Act and/or Section 81 of the Central Goods and Service Tax Act, 2017 and no circumstances exist, to the best of their knowledge, which may adversely affect the transfer of Transfer Securities under Section 281 of the IT Act.

8. The Sellers (solely in connection with the Company) have not violated any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions Laws.
9. The Sellers have not made, promised to make, or caused to be made any money, property, contribution, gift, entertainment or other thing of value (“**Payment**”), directly or indirectly: (a) to or for the use or benefit of any Government Official; (b) to any other Person either for an advance or reimbursement, if it knows or has reason to know that any part of such Payment will be directly or indirectly given or paid by such other Person, or has reimbursed such other Person for payments previously made, to any Government Official; (c) to any other Person or entity to obtain or keep business or to secure some other improper business advantage; or (d) otherwise in violation of applicable Anti-Corruption Laws, in each case in relation to the Company.
10. None of the Sellers are a Sanctioned Person.
11. No monies infused into the Company by the Sellers have been derived from the proceeds of, or are in furtherance of, any unlawful or criminal activities.

For the purposes of this Schedule, the following capitalised terms shall have the meaning set out herein:

“**Anti-Corruption Laws**” shall mean any applicable anti-corruption and anti-bribery Law, including without limitation, the (Indian) Prevention of Corruption Act, 1988, the U.S. Foreign Corrupt Practices Act of 1977, and the United Kingdom Bribery Act of 2010, in each case as amended from time to time, to the extent applicable;

“**Anti-Money Laundering Laws**” shall mean the (Indian) Prevention of Money Laundering Act, 2002 and any related or similar Law issued, administered or enforced by any Governmental Authority in India and applicable Laws related to the prohibition of money laundering or the financing of terrorism in any jurisdiction where a relevant Party conducts business or owns assets, including the EU Anti-Money Laundering Directives and any laws, decrees, administrative orders, circulars, or instructions implementing or interpreting the same and the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, to the extent applicable;

“**Government Official**” shall mean: (i) an officer, agent or employee of a Governmental Authority, or political party or any public international organization, (ii) a candidate for government or political office, or (iii) an agent, officer, or employee of any entity, company or business owned by or controlled by a Governmental Authority;

“**Sanctioned Jurisdiction**” means any countries or jurisdictions that is, or at the relevant time, the target or subject of a comprehensive export, import, financial, or investment embargo under the Sanctions Laws (including Cuba, Iran, North Korea, Syria, and the

Crimea, Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (as amended from time to time));

“**Sanctioned Person**” shall mean any individual, entity or vessel that is subject to or target of Sanctions Laws, including (a) any individual, entity or vessel that is listed on any U.S. or other sanctions-related restricted party list (including the List of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control of the U.S. Department of the Treasury), or any Reserve Bank of India circular on sanctions or wilful defaulter list; (b) any person or entity that is located in or organised under the laws of a Sanctioned Jurisdiction; and (c) any entity that is 50% or more owned or otherwise Controlled by an individual or entity described in the foregoing sub-clauses (a) or (b); or (d) any national of a Sanctioned Jurisdiction (excluding any such national that has taken up permanent residence outside the relevant Sanctioned Jurisdiction);

“**Sanctions Laws**” shall mean all the economic or financial sanctions, trade and import and export-related laws, regulations or embargos implemented or enforced by the U.S. (including U.S. Treasury Department, U.S. Commerce Department and U.S. State Department), the European Union, His Majesty’s Treasury, the United Nations, the Reserve Bank of India or any other Governmental Authority to whose jurisdiction any Party to this Agreement is subject;

SCHEDULE III.**LIST OF SELLERS**

Sl. No.	Names	Notice Details	Relevant Sellers Bank Account
1.	Jawahar Gopal	Name: Jawahar Gopal Address: No.16/A, KKMP Building, Millers Road, Vasanthnagar, Bangalore 560052 Email: jawahargopal@gmail.com	Account No: 5912303804 IFSC: UTIB0005157 Axis Bank Ltd., Ranga Complex, Bengaluru - 560001
2.	Meera Jawahar	Name: Jawahar Gopal Address: No.16/A, KKMP Building, Millers Road, Vasanthnagar, Bangalore 560052 Email: jawahargopal@gmail.com	Account No: 5909637807 IFSC: UTIB0005157 Axis Bank Ltd., Ranga Complex, Bengaluru - 560001
3.	Lav Jawahar	Name: Jawahar Gopal Address: No.16/A, KKMP Building, Millers Road, Vasanthnagar, Bangalore 560052 Email: jawahargopal@gmail.com	Account No: 5909639807 IFSC: UTIB0005157 Axis Bank Ltd., Ranga Complex, Bengaluru - 560001
4.	Kush Jawahar	Name: Jawahar Gopal Address: No.16/A, KKMP Building, Millers Road, Vasanthnagar, Bangalore 560052 Email: jawahargopal@gmail.com	Account No: 5909638803 IFSC: UTIB0005157 Axis Bank Ltd., Ranga Complex, Bengaluru - 560001

Sl. No.	Names	Notice Details	Relevant Sellers Bank Account
5.	Manohar Gopal	Name: Jawahar Gopal Address: No.16/A, KKMP Building, Millers Road, Vasanthnagar, Bangalore 560052 Email: jawahargopal@gmail.com	Account No: 5909647802 IFSC: UTIB0005157 Axis Bank Ltd., Ranga Complex, Bengaluru - 560001
6.	Neha Manohar	Name: Jawahar Gopal Address: No.16/A, KKMP Building, Millers Road, Vasanthnagar, Bangalore 560052 Email: jawahargopal@gmail.com	Account No: 5909634808 IFSC: UTIB0005157 Axis Bank Ltd., Ranga Complex, Bengaluru - 560001
7.	Dhiren Gopal	Name: Jawahar Gopal Address: No.16/A, KKMP Building, Millers Road, Vasanthnagar, Bangalore 560052 Email: jawahargopal@gmail.com	Account No: 5909633801 IFSC: UTIB0005157 Axis Bank Ltd., Ranga Complex, Bengaluru - 560001
8.	Neeta Dhiren	Name: Jawahar Gopal Address: No.16/A, KKMP Building, Millers Road, Vasanthnagar, Bangalore 560052 Email: jawahargopal@gmail.com	Account No: 5909636808 IFSC: UTIB0005157 Axis Bank Ltd., Ranga Complex, Bengaluru - 560001
9.	Syed Ahmed	Name: Syed Ahmed Address: 24, Zeenath House, Main Road, Cowl Bazar, Bellary - 583102	Beneficiary : Syed Ahmed Bank: Canara Bank Branch, Car Street Branch, K C Road, Ballari

Sl. No.	Names	Notice Details	Relevant Sellers Bank Account
		Email: syedasadahmed@gmail.com	Account No. 0506101040487 IFSC : CNRB0000506
10.	Fareena Syed Ahmed	Name: Fareena Parveen Address: 24, Zeenath House, Main Road, Cowl Bazar, Bellary - 583102 Email: syedasadahmed@gmail.com	Beneficiary : Fareena Parveen Bank: Canara Bank Branch, Car Street Branch, K C Road, Ballari Account No. 0506101040485 IFSC : CNRB0000506