



महाराष्ट्र MAHARASHTRA

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CS 051281

26 AUG 2024

9424942

दि. 26.08.2024 मु. सु. रक्षण 400x2
प्रकार Agreement 9000

वस्तु नोंदणी कार्यालय आहेत का? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव Ventione Hospitality Pvt Ltd.
पत्ता Terwadada pune-G

दुसऱ्या व्यक्तीचे नाव Preet Asia III India Holding cor.

हस्तक्षेप करणारे व्यक्तीचे नाव Preet Asia III India Holding cor.

Rupam

SANGIETAA LOKANDE

मुद्रांक विकत घेणाऱ्याची सही

ज्या कायद्यानुसारची प्रत घ्यावी मुद्रांक खातेची केल्या, त्याची त्याच काळात घ्यावी





महाराष्ट्र MAHARASHTRA

2024

CS 051282

26 AUG 2024

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क्र. अ. १००२ नु. शु. राशि १०००
 दि. Agreement
 प्रस्ताव प्रकार
 वस्तु नोंदणी करणार आहेत का ? होय/नाही.
 मिळकतीचे वर्णन
 मुद्रांक दिला वेळापत्रक मध्ये
 पत्ता Jeevada pune-6
 पुराच्या पक्षकर्त्याचे नाव
 वस्तु व्यवस्थेचे नांव व पत्ता
 Rujesh SANGHETA LOKANDE
 पत्ता नं. २२०११२४

परिष् कोषागार अधिकारी
 पुणे
 21 AUG 2024
 प्रथम मुद्रांक लिपीक
 कोषागार पुणे करिता

मुद्रांक दिला वेळापत्रकी नोंदणी करणार आहे का? होय/नाही.
 या दस्तऐवजाची नोंदणी करणारी व्यक्ती किंवा संस्था, याची संपूर्ण जबाबदारी घ्यावी.
 कोषागार कार्यालय, पुणे-६

DEED OF ADHERENCE

This deed of adherence (this “**Deed**”) is executed on this 27th day of August 2024, by and amongst:

1. **BREP ASIA III INDIA HOLDING CO. VI PTE LTD**, having registered office at 3 Church Street, #30-01, Samsung Hub, Singapore 049483 (hereinafter referred to as the “**New Shareholder**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its legal heirs, executors, successors and permitted assigns) of the **ONE PART**;
2. **VENTIVE HOSPITALITY PRIVATE LIMITED**, 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 “**Company**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

WHEREAS

- (A) Preamsagar Infra Realty Private Limited, Mr. Atul Chordia, Atul I Chordia HUF and BRE Asia ICC Holdings Limited and the Company, (the “**Original Parties**”) have entered into a Shareholders’ Agreement effective as of July 29, 2024 (the “**Agreement**”).
- (B) In accordance with the terms of the Agreement, the New Shareholder proposes to subscribe to Equity Shares of the Company, subject to the New Shareholder executing a deed of adherence to the Agreement as a condition to the subscription;
- (C) The New Shareholder is an Affiliate of Blackstone Group (the “**Original Shareholder**”) to whom the Company has issued and allotted Securities in accordance with the terms of the Agreement and is now executing this Deed as required under the Agreement.

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. **Consent to the terms of the Agreement**
 - 1.1 The New Shareholder covenants, undertakes and agrees with the Original Parties 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 and be a member of, the Blackstone Group in accordance with the terms of the Agreement pursuant to Clause 4 (*Transfer of Securities*), and shall assume, keep, observe and perform, duly and punctually, all the terms, covenants, undertakings, agreements, provisions and conditions in accordance with the terms of the Agreement.
 - 1.2 The New Shareholder hereby confirms to the Original Parties 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.
2. **Representations and Warranties**
 - 2.1 The New Shareholder represents and warrants that (i) where the New Shareholder is not a natural person, its execution of this Deed has been duly authorized and (ii) that the execution or compliance with its terms will not now, or at any time in the future, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any agreement or other instrument they have executed or by which such New Shareholder is bound, or violate any of the terms and provisions of (A) its statutory documents,

where such New Shareholder is not a natural person, or (B) any judgment, decree or order or any statute, rule or regulation applicable to the New Shareholder.

- 2.2 Each New Shareholder, who is not a natural person, is duly organized and validly existing under Law. Each New Shareholder has the power and authority to execute, deliver and perform this Deed and to consummate the transactions contemplated by this Deed. This Deed has been duly and validly executed by the New Shareholder and constitutes, and upon the execution and delivery by the New Shareholder enforceable against the New Shareholder in accordance with its terms.
- 2.3 The execution, delivery and performance by the New Shareholder of this Deed will not:
- (i) Violate, conflict with, result in a breach of the terms, conditions or provisions of, result in the creation of Encumbrances (except as created under the Agreement), or constitute a default, an event of default (or 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:
 - (a) The charter documents of the New Shareholder, where the New Shareholder is not a natural person;
 - (b) Any Contract to which the New Shareholder is a party;
 - (c) Any Governmental Approval or Order to which the New Shareholder is a party or by which the New Shareholder is bound;
 - (d) Any Consents or waivers, as the case may be, of any Third Party required to give effect to and complete the transactions contemplated in this Agreement;
 - (e) Any Law affecting the New Shareholder; or
 - (ii) Constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other applicable Laws for the protection of debtors or creditors.
- 2.4 No liquidation, dissolution, winding up, commencement of bankruptcy, insolvency, liquidation or similar proceedings (as applicable), whether voluntary or involuntary, with respect to it is pending or has been pending or to its knowledge, threatened.
- 2.5 No Consent or Governmental Approval to, from or with any Person is required on the part of the New Shareholder in connection with the execution, delivery and performance of this Deed, the compliance by any of them with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby.

3. **Governing Law and Jurisdiction**

This Deed shall be governed in all respects by the Law of India (without reference to its conflict of Law provisions) and subject to the provisions of Clauses 17 (*Dispute Resolution*) and 22.8 (*Governing Law*) of the Agreement.

4. **Definitions**

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

5. **Notices**

The address of the New Shareholder for the purpose of receiving the notices under Clause 19 (*Notices*) of the Agreement is as follows:

New Shareholder:

Attention: The Directors

Address: 3 Church Street, #30-01, Samsung Hub, Singapore 049483

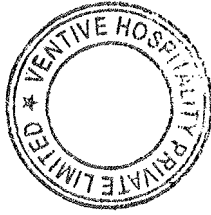
Email: realestateasianotices@blackstone.com

For BREP ASIA III INDIA HOLDING CO VI PTE. LTD



Authorized Signatory
Name: Peng Wei Tan

For and on behalf of **VENTIVE HOSPITALITY PRIVATE LIMITED**



Atul Chordia

Director/Authorized Signatory