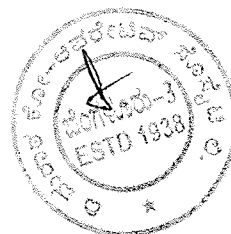
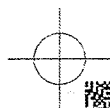
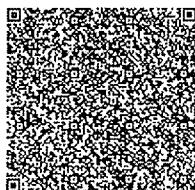


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Unique Doc. Reference	: SUBIN-KAKACRSFL0867104337498162X
Purchased by	: BRIGADE HOTEL VENTURES LIMITED
Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: ARBITRATION
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BRIGADE HOTEL VENTURES LIMITED
Second Party	: 360 ONE ALTERNATES ASSET MANAGEMENT LIMITED
Stamp Duty Paid By	: BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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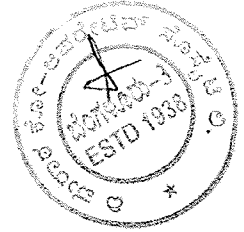
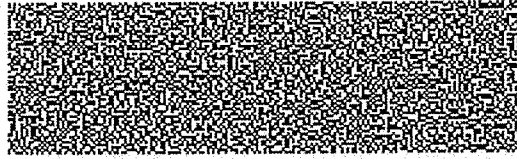
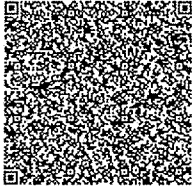
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Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: GENERAL AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BRIGADE HOTEL VENTURES LIMITED
Second Party	: 360 ONE ALTERNATES ASSET MANAGEMENT LIMITED
Stamp Duty Paid By	: BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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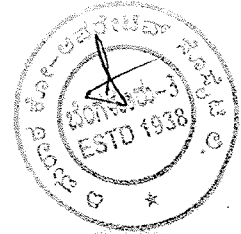
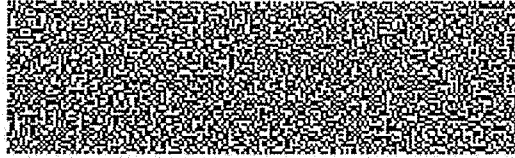
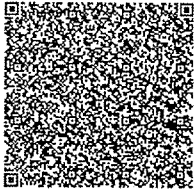
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Unique Doc. Reference	: SUBIN-KAKACRSFL0867110301012418X
Purchased by	: BRIGADE HOTEL VENTURES LIMITED
Description of Document	: Article 29 Indemnity Bond (As per Article 47)
Property Description	: INDEMNITY BOND
Consideration Price (Rs.)	: 126,00,00,000 (One Hundred Twenty Six Crore only)
First Party	: BRIGADE HOTEL VENTURES LIMITED
Second Party	: 360 ONE ALTERNATES ASSET MANAGEMENT LIMITED
Stamp Duty Paid By	: BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

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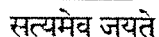


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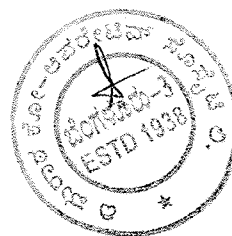
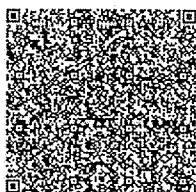
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Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: ARBITRATION
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BRIGADE HOTEL VENTURES LIMITED
Second Party	: 360 ONE ALTERNATES ASSET MANAGEMENT LIMITED
Stamp Duty Paid By	: BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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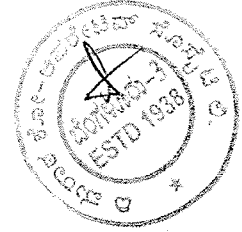
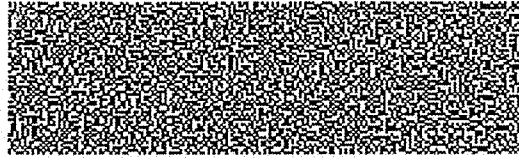
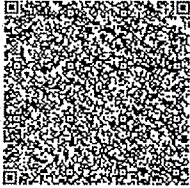
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 Purchased by : BRIGADE HOTEL VENTURES LIMITED
 Description of Document : Article 29 Indemnity Bond (As per Article 47)
 Property Description : INDEMNITY BOND
 Consideration Price (Rs.) : 126,00,00,000
 (One Hundred Twenty Six Crore only)
 First Party : BRIGADE HOTEL VENTURES LIMITED
 Second Party : 360 ONE ALTERNATES ASSET MANAGEMENT LIMITED
 Stamp Duty Paid By : BRIGADE HOTEL VENTURES LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

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INVESTMENT AGREEMENT

This Investment Agreement (“**Agreement**”) is made on 02 July 2025 (“**Execution Date**”) at Bengaluru, by and amongst:

1. **360 ONE ALTERNATES ASSET MANAGEMENT LIMITED**, a company incorporated under the Companies Act, 2013 and having its registered office at 360 ONE Centre, Kamala City, Lower Parel, Delisle Road, Mumbai – 400013, in its capacity as the investment manager of 360 ONE Private Equity Fund, a Category II Alternative Investment Fund formed under Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 and schemes launched under it, (hereinafter referred to as the “**360 ONE**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

2. **Brigade Enterprises Limited**, a company duly incorporated and registered under the provisions of the (Indian) Companies Act, 1956, validly existing under the provisions of the Act, having corporate identification number L85110KA1995PLC019126, and having its registered office at 29th & 30th Floor, World Trade Center, Brigade Gateway Campus, 26/1, Dr. Rajkumar Road, Malleswaram – Rajajinagar, Bengaluru 560 055, Karnataka, India, (hereinafter referred to as the “**Promoter**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

3. **Brigade Hotel Ventures Limited**, a company duly incorporated and registered under the provisions of the (Indian) Companies Act, 2013, validly existing under the provisions of the Act, having corporate identification number U74999KA2016PLC095986, and having its registered office at 29th & 30th Floor, World Trade Center, Brigade Gateway Campus, 26/1, Dr. Rajkumar Road, Malleswaram – Rajajinagar, Bengaluru 560 055, Karnataka, India, (hereinafter referred to as the “**Company**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

360 ONE, Promoter and the Company shall hereinafter, collectively, be referred to as “**Parties**” and individually, as a “**Party**”.

WHEREAS:

- A. The Company is engaged in the Business and is proposing to launch an initial public offer (“**IPO**”) of its Equity Shares in accordance with the Act, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**ICDR Regulations**”) and other applicable Law. The Company has filed a draft red herring prospectus with the Securities Exchange Board of India (“**SEBI**”) in relation to such IPO on 30 October 2024 (“**DRHP**”) and SEBI has issued its in-principle approval dated 28 January 2025 bearing reference number SEBI/HO/CFD/RAC-DIL2/OW/2025/2879/1, stating that the proposed issue can open for subscription within 12 (twelve) months from the date of issuance of the letter (“**SEBI Approval**”).
- B. As of the Execution Date, the authorized share capital of the Company is INR 450,00,00,000/- (Indian Rupees Four Hundred and Fifty Crores only) divided into 45,00,00,000 (forty five crores) Equity Shares of INR 10/- (Indian Rupees Ten only) each and paid up share capital of the Company is INR 281,43,00,000/- (Indian Rupees Two Hundred and Eighty One Crores and Forty Three Lakhs only) divided into 28,14,30,000 (twenty eight crores fourteen lakhs thirty thousand) Equity Shares of INR 10/- (Indian Rupees Ten only) each. The shareholding pattern of the Company as at the Execution Date is set out in **Part A of Schedule 4** (*Shareholding Pattern of the Company As At The Execution Date*).

- C. The Company, as a part of its pre-IPO placement, is offering its Equity Shares for subscription by the Subscribers (*as defined below*), and the Subscribers are desirous of making a financial investment in the Company by subscribing to the Subscription Shares for the Price, as set out in **Schedule 2** (*Subscription Shares Details*).
- D. The Equity Shares of the Company are proposed to be listed on the Exchanges, as part of IPO of the Company.
- E. The Parties are now entering into this Agreement to define their mutual rights and obligations in relation to the issue and allotment of the Subscription Shares to the Subscribers by the Company and other matters in connection therewith.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

Unless a contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere in this Agreement, the definitions listed in **Schedule 3** (*Definitions and Interpretations*) shall apply throughout this Agreement. The interpretation and/or construction of this Agreement shall be in accordance with the rules of interpretation set out in **Schedule 3** (*Definitions and Interpretation*).

2. SUBSCRIPTION SHARES

2.1 Subscribers

- (a) Within 3 (three) days of the Execution Date, 360 ONE shall notify the Company, in writing, of the Persons nominated by 360 ONE to subscribe to the Subscription Shares, which shall be limited to such schemes which are managed and administered by 360 ONE (“**Subscribers**”), along with the details required in **Schedule 1** and **Schedule 2** in relation to each of such nominees. The Subscribers shall exercise their rights, and shall be bound by their obligations jointly, as though they are a single party and act through and be represented by 360 ONE, being the investment manager entity for such schemes.
 - (b) The Subscribers shall each have, prior to the Closing Date, executed a deed of accession in the form set out in **Part C of Schedule 1** hereto.
- 2.2 On the Closing Date and subject to the terms of this Agreement, the Subscribers have, basis the warranties provided by the Company under this Agreement, and subject to completion of the actions as specified in Clause 4 (*Conditions Precedent*) below to their reasonable satisfaction, agreed to subscribe to, and the Company has, basis the warranties provided by the Subscribers, agreed to issue and allot to the Subscribers, the Subscription Shares, free and clear of all Encumbrances (except as set out in this Agreement), along with all rights, title and interest accruing or attaching thereto (including the right to receive dividends and distributions in respect of the Subscription Shares with effect from the Closing Date), as set out in **Schedule 2** (*Subscription Shares Details*) in accordance with this Agreement.
- 2.3 On or before the Execution Date: (i) each of the Subscribers shall deliver to the Company, certified true copies of the corporate resolutions pursuant to which the respective Subscribers have been authorized to execute, deliver and perform this Agreement; and (ii) the Company shall deliver to the Subscribers a certified true copy of the corporate resolution, pursuant to which the Company has been authorized to execute, deliver and perform this Agreement.
- 2.4 The Company shall utilise the Aggregate Purchase Consideration towards general corporate purposes.

3. PRICE

- 3.1 The Subscribers have agreed to pay the Purchase Consideration as set out against their respective names in **Schedule 2** (*Subscription Shares Details*), as consideration to subscribe to the Subscription Shares, for an aggregate subscription amount of INR 126,00,00,000/- (Indian Rupees One Hundred and Twenty Six Crores only) (“**Aggregate Purchase Consideration**”). The resultant shareholding of the Subscribers in the Company, immediately post-Closing on the Closing Date shall be as set out in **Part B of Schedule 4** (*Shareholding Pattern of the Company as on the Closing Date*).
- 3.2 The Subscribers shall pay, by electronic funds/wire transfer, the Purchase Consideration as set out against their respective names in **Schedule 2** (*Subscription Shares Details*) on the Closing Date to the Designated Bank Account, for the issuance and allotment of the respective Subscription Shares to the Subscribers on the Closing Date.

4. CONDITIONS PRECEDENT

- 4.1 Subscription by the Subscribers to the Subscription Shares shall be conditional upon (I) there being no Material Adverse Event, and (II) each of the following conditions (each a “**Condition Precedent**”) having been fulfilled by the Company, to the satisfaction of the Subscribers (acting reasonably), prior to the Long Stop Date:
- (a) each of the Company Warranties being true and accurate in all respects and not misleading in any respects, in each case as of the Execution Date and up to and as of the Closing Date;
 - (b) the Board having passed necessary resolutions at a duly convened and quorate meeting, as specified under the Act and the Articles for: (i) approving the preferential issue on private placement basis of the Subscription Shares to the Subscribers for the Purchase Consideration as set out against their respective names in **Schedule 2** (*Subscription Shares Details*), subject to the approval of the shareholders; (ii) approving the draft letter of offer in Form PAS-4; (iii) authorizing the issuance of the Form PAS-4, along with the relevant supporting documents, to the Subscribers; and (iv) convening an extraordinary general meeting of the shareholders of the Company at shorter notice to approve the agenda items in (i) and (iii) above;
 - (c) the shareholders of the Company having passed necessary resolutions at a duly convened and quorate meeting, as specified under the Act and the Articles for: (i) approving the preferential allotment on private placement basis of the Subscription Shares to the Subscribers for the Price as contemplated in this Agreement; and (ii) authorizing the issuance of the e-form PAS-4, along with the relevant supporting documents, to the Subscribers;
 - (d) delivery of certified true copies of the aforesaid resolutions of the Board and shareholders of the Company (as set out in (b) and (c) above) to the Subscribers;
 - (e) the Company having filed, prior to the issuance of e-form PAS-4, e-form MGT-14 as prescribed under the Companies (Management and Administration) Rules, 2014 with the Ministry of Corporate Affairs in respect of approving issuance of Subscription Shares to the Subscribers;
 - (f) the delivery by the Company to the Subscribers, e-form PAS-4, along with the relevant supporting documents;
 - (g) the Company having delivered to the Subscribers, (i) a valuation certificate issued by Registered Valuer, certifying the price of the Subscription Shares determined and issued in accordance with, and as required under the Act; (ii) a valuation report from an independent chartered accountant or category I merchant banker registered with SEBI or a cost accountant certifying the valuation of the Subscription Shares determined in accordance with internationally accepted pricing methodology, and in compliance with the requirements prescribed under the FEMA; and (iii) a

valuation report from an independent chartered accountant in conformity with sections 56(2)(x) of the Income Tax Act, 1961 read with Rule 11UA of the Income-tax Rules, 1962;

- (h) the Company shall have provided all documents reasonably required by the Subscribers to file Form DI in relation to subscription to the Subscription Shares by the Subscribers.

- 4.2 Upon fulfilment of all the Conditions Precedent to the satisfaction of the Subscribers (acting reasonably), the Company shall deliver a certificate to the Subscribers signed by a duly authorised representative of the Company, in the format provided in **Schedule 7 (CP Confirmation Notice)** (“**CP Confirmation Notice**”), certifying that all the Conditions Precedent (other than the Conditions Precedent that have been waived, deferred or prescribed as condition subsequent to Closing by the Subscribers at their sole discretion) have been duly fulfilled/ completed. The CP Confirmation Notice shall be accompanied with copies of all necessary documents evidencing fulfilment of the Conditions Precedent.
- 4.3 Within 1 (one) Business Day of receipt of the CP Confirmation Notice and the accompanying documents evidencing fulfilment/ completion of all of the Conditions Precedent in accordance with the terms hereof to the satisfaction of the Subscribers (acting reasonably), unless, waived, deferred or prescribed as condition subsequent to Closing, in each case in writing at the Subscribers’ discretion (acting reasonably), the Subscribers shall deliver to the Company a written acknowledgement on the CP Confirmation Notice confirming satisfaction with the relevant Conditions Precedent (“**CP Satisfaction Notice**”).

5. CLOSING

- 5.1 Subject to fulfilment of the Conditions Precedent in accordance with Clause 4 (*Conditions Precedent*), the Closing shall take place on the 3rd Business Day following the issuance of the CP Satisfaction Notice, or such other date as may be mutually agreed between the Company and the Subscribers in writing (which shall be no later than the Long Stop Date) (such date, the “**Closing Date**”).
- 5.2 On the Closing Date, the events set out in the following provisions of this Clause 5 (*Closing*) shall take place simultaneously and each one conditional upon the other and not to be treated as mutually exclusive. Further, all transactions contemplated by this Agreement to be consummated at Closing shall be deemed to have occurred simultaneously and no such action shall be deemed to be consummated unless all such actions have been consummated. Closing shall be deemed to have occurred when each of the activities listed herein below have been completed:
 - (a) The Subscribers shall remit the Purchase Consideration set out against their respective names in **Schedule 2 (Subscription Shares Details)** into the Designated Bank Account of the Company, by way of irrevocable electronic transfer in immediately available cleared funds, through normal banking channels, and shall provide to the Company, the relevant documentation evidencing remittance of such amounts;
 - (b) Upon receipt of the Aggregate Purchase Consideration from the Subscribers, the Board or the competent Committee of the Board (as may be duly authorized by the Board) shall pass necessary resolutions: (i) closing the offer and approving the allotment of the Subscription Shares to the Subscribers, in dematerialized form, free of all Encumbrances (except as set out in this Agreement); (ii) authorizing issuance of instructions to the Company’s registrar and transfer agent to credit the Subscription Shares to the dematerialized account of the Subscribers (details of which are contained in Part A of **Schedule 1 (Details of Subscribers)** below); and (iii) authorizing the preparation and submission of the relevant filings related to the issuance and allotment of the Subscription Shares. The Company shall promptly hand over to the Subscribers a certified true copy of the aforesaid resolution of the Board or the Committee of the Board; and
 - (c) The Company shall file the necessary corporate action forms with the Company’s registrar and

transfer agent and depository participants (as the case may be) for crediting Subscription Shares to the Subscribers in the dematerialized form, and deliver a copy of these corporate action forms to the Subscribers.

6. COMPANY OBLIGATIONS

- 6.1 The Company shall file the return of allotment with the Ministry of Corporate Affairs in e-form PAS-3 for the allotment of the Subscription Shares to the Subscribers within the timelines prescribed under the Act. The Company agrees that the funds disbursed by the Subscribers for the subscription of the Subscription Shares shall not be utilized by the Company unless the allotment of the Subscription Shares have been completed and the return of allotment in Form PAS-3 is filed with the Registrar of Companies, in accordance with the Act.
- 6.2 Upon completion of the actions set out under Clause 5.2 above, the Company shall take all necessary actions, including co-ordination with its registrar and transfer agents and providing all required information and documentation, to ensure that the Subscription Shares are credited to the dematerialised account of the Subscribers.
- 6.3 After Closing, the Subscribers agree, undertake and covenant that they will immediately and to the extent reasonably practicable from the date of such request being made, provide all necessary documents, declarations and information, in the form, and manner required or as may be reasonably requested by the Company, or the book-running lead managers appointed in relation to the IPO, to enable or facilitate any compliance, reporting or disclosure requirements in relation to the allotment of the Subscription Shares to the Subscribers.
- 6.4 The Company undertakes and covenants that, post the Closing Date, unless otherwise mutually agreed between the Parties (in writing), the Company shall take all commercially reasonable efforts and steps to consummate the IPO Completion by 10 August 2025 or such other date as may be mutually agreed in writing between the Company and the Subscribers (“**Proposed Listing Date**”). In the event the IPO Completion does not occur by the Proposed Listing Date, the Parties agree and undertake to amend this Agreement to incorporate the mutual rights and obligations of the Parties in relation to the Company, as may be mutually agreed between the Parties in writing. Notwithstanding anything contained herein, the Subscribers acknowledge that they are aware that there is no guarantee that the Company may proceed with the IPO or that the IPO may be successful and will result into listing of the Equity Shares on the stock exchange.
- 6.5 Notwithstanding anything to the contrary contained in this Agreement, the Company shall not classify the Subscribers as a “promoter” or part of the ‘promoter group’ of the Company, for any purpose. If so required by applicable Law or by SEBI, the Company shall use best efforts, and take all actions and steps within its power and control, as permitted under applicable Laws, to ensure that the Subscribers are not classified as a ‘promoter’ or part of the ‘promoter group’.
- 6.6 Without prejudice to anything contained in this Agreement, the Subscribers acknowledge and agree that, pursuant to the IPO Completion, the Subscription Shares subscribed by the Subscribers shall be locked-in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time, if applicable to the Subscribers.

7. NOT USED

8. COMPANY WARRANTIES

- 8.1 The Company warrants to the Subscribers that each of warranties as set out in **Schedule 5 (“Business Warranties”)** are true and accurate as of the Execution Date and as of the Closing Date as if made on each of such dates.

8.2 The Company warrants to the Subscribers that, each of the warranties, as set out below (“**Fundamental Warranties**”), are true and accurate as of the Execution Date and as of the Closing Date as if made on each of such dates:

- (a) the Company is a public limited company for the purposes of the Act, validly incorporated, in existence and duly registered under the Laws of its jurisdiction, and has full power and authority to conduct its Business as conducted;
- (b) the Company is authorised by its Articles and has obtained all authorisations and consents required to be obtained by it to empower it to execute, deliver and perform its obligations under this Agreement and execution, delivery and performance of this Agreement constitutes legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms;
- (c) execution, delivery and performance of this Agreement will not:
 - (i) conflict with or violate any provision of the Company’s memorandum of association and Articles;
 - (ii) conflict with or contravene the provisions of or constitute a default under any material contract or instrument to which the Company is a party or which is binding on it; and/or
 - (iii) result in a breach of any applicable Laws or regulations or of any order, decree or judgment of any court or any governmental or regulatory authority, applicable to the Company;
- (d) as of the Closing Date, the issuance and allotment of the Subscription Shares by the Company to the Subscribers is validly authorized by the Company;
- (e) the Company has obtained necessary consents and waivers in relation to the issuance of the Subscription Shares to the Subscribers;
- (f) upon allotment of the Subscription Shares in accordance with the terms of this Agreement, the Subscribers shall have absolute title over the Subscription Shares (subject to the terms of this Agreement) and shall be the sole legal and beneficial owner of the Subscription Shares which shall be issued fully paid and free and clear of any Encumbrance (except as set out in this Agreement), and in accordance with applicable Law;
- (g) upon allotment, the Subscription Shares will be *pari passu* to the Equity Shares of the Company (save and except for any specific rights and obligations attached to the Subscription Shares under this agreement);
- (h) the Company and Subsidiary is not subject to Sanctions, or resident in a Sanctioned Country, or engaged in dealings or transactions (whether directly or indirectly) with any Sanctioned Person or in any Sanctioned Country in violation of, or that would reasonably be expected to result in the imposition of, Sanctions;
- (i) the Company and Subsidiary have conducted their business in compliance with, and have not breached, any applicable Anti-Corruption Laws and Anti-Money Laundering Laws and no written notice has been received by it from any Governmental Authority alleging any non-compliance with respect to applicable Anti-Corruption Laws and Anti-Money Laundering Laws. The Company and Subsidiary have not engaged in any activity or conduct which would violate any applicable Anti-Corruption Laws and Anti-Money Laundering Laws;
- (j) the Company and its directors, and the Promoter, are not government officials or an agent, or representative of, or a consultant to, a government official;
- (k) the consolidated turnover of the Company for the financial year ending 31 March 2024 does not

exceed INR 1250 Crores;

- (l) the shareholding percentage specified in **Part A** (*Shareholding Pattern of the Company As At The Execution Date*) and **Part B** (*Shareholding Pattern As On The Closing Date*) of **Schedule 4** provides true and complete representations of the shareholding of the Company, constituting 100% (one hundred per cent) of the issued, subscribed, allotted and paid-up share capital of the Company, on a fully diluted basis, as of the Execution Date and the Closing Date;
- (m) the Subscription Shares shall be validly issued, and duly stamped and in dematerialized form when allotted;
- (n) the Company has not (nor has anyone on its behalf) done, committed, or omitted any act, deed, matter or thing whereby the Subscription Shares can be forfeited, extinguished or rendered void or voidable;
- (o) the Company is not insolvent within the meaning of any applicable Law or unable to pay its respective debts under the insolvency laws of any applicable jurisdiction and has not stopped paying its respective debts as they fall due and, (i) no order has been made; (ii) no administrator or any receiver or manager has been appointed by any Person in respect of the Company, or any of its assets and no steps have been taken to initiate any such appointment; and (iii) no voluntary arrangement with creditors has been proposed or resolution passed for the winding up of the Company, and in each case of (i), (ii) and (iii), no notice (in writing) has been received by the Company; and
- (p) the Board has authorised the IPO of the Equity Shares of the Company and that the Company has received the SEBI Approval.

9. SUBSCRIBERS' WARRANTIES

9.1 Each Subscriber, in respect of itself, warrants to the Company that as on the Execution Date and on the Closing Date:

- (a) it is validly incorporated, duly registered and existing under the Laws of its jurisdiction and has full power and authority to conduct its business as conducted;
- (b) the execution, delivery and performance of this Agreement has been duly authorised and the Subscriber does not require any further corporate approvals and/ or approvals under applicable Law and it has all necessary approvals required to be obtained by it for the execution, delivery and performance of this Agreement and has been validly executed by a duly authorised representative of the Subscriber;
- (c) this Agreement constitutes a legal, valid and binding obligation of the Subscriber enforceable against it, in accordance with its terms;
- (d) it has the requisite power and authority to enter into and execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby;
- (e) it has sufficient cash or other sources of immediately available funds to enable it to pay the Price on the Closing Date in the manner contemplated under this Agreement. Further, the Purchase Consideration or any part thereof, paid by it for the subscription of Subscription Shares has not been obtained from any Sanctioned Person or a Sanctioned Country;
- (f) it is not insolvent within the meaning of applicable Law or unable to pay their debts under the insolvency laws of any applicable jurisdiction and have not stopped paying their debts as they fall due (other than debts which are disputed and which shall not result in the insolvency of the

Subscriber). No order has been made, petition presented, in each case for which a written notice has been received by the Subscriber or resolution passed by the Subscriber for the winding up of the Subscriber. No administrator or any receiver or manager has been appointed by any Person in respect of the Subscriber or any of their assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed, in each case for which a written notice has been received by the Subscriber;

- (g) the Subscriber, for the purposes of effectuating the transaction contemplated under this Agreement, have acted in accordance with (i) Anti-Money Laundering Laws; and (ii) other money laundering laws prevailing in the jurisdiction in which the Subscriber operates or carries on business. None of the funds of the Subscriber proposed to be utilized for the subscription of the Subscription Shares reflect the proceeds of crime or otherwise have been derived, directly or indirectly, from any unlawful activity;
- (h) the Subscriber hereby confirms that it is not an entity of a country which shares land borders with India (“**Bordering Country**”) and does not have any beneficial owner who is situated in or is a citizen of any such Bordering Country and that the execution, delivery and performance of this Agreement by the Subscriber and the consummation of the transactions contemplated hereby will not violate Rule 6(a) of the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019, thereby being in compliance with Press Note 3 (2020 Series) dated April 17, 2020, issued by the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade; and
- (i) the execution, delivery and performance of this Agreement by the Subscriber, and the consummation of the Transaction contemplated herein, do not and will not:
 - (i) violate, conflict with or result in the breach of any provision of the constitutional documents of the Subscriber or similar organizational documents (including business licenses and registration documents in respect of its establishment) of the Subscriber;
 - (ii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which the Subscriber is a party or by which it is bound; and
 - (iii) conflict with or violate any applicable Law, permit or governmental approval applicable to the Subscriber, or any of its assets, properties or businesses.

10. INDEMNIFICATION

- 10.1 On and from the Execution Date, the Company (each an “**Indemnifying Party**” and collectively, “**Indemnifying Parties**”) hereby indemnifies and holds harmless the Subscribers, their respective Affiliates, directors and officers (each an “**Indemnified Party**” and collectively, “**Indemnified Parties**”), from and against any and all Losses, to the extent they are the result of: (a) any inaccuracy or breach by the Company of any of the Company Warranties provided by it under this Agreement; and/or (b) fraud by the Company in relation to the Business on or prior to the Closing Date (“**Indemnity Events**”).
- 10.2 Any claim for an Indemnity Event pursuant to this Clause 10 (“**Claim**”) may be made by the Indemnified Party within 15 (fifteen) days of the Indemnified Party becoming aware of a Claim, by giving written notice (“**Indemnity Notice**”) to the Indemnifying Party containing details of the Claim, including a good faith estimate of the Claim (if such estimate is capable of being computed), available with the Indemnified Party. The failure or delay of the Indemnified Parties to notify the Indemnifying Party of a Claim shall not relieve the Indemnifying Party of any indemnification responsibility under this Clause 10 other than to the extent that such delay or failure has caused any prejudice to the ability of the Indemnifying Party to defend such Claim or an increase in the Loss, or the liability, of the

Indemnifying Party with respect to such Claim, in which case the Indemnifying Party shall not be liable to the Indemnified Party for such additional or increased Loss or other liability which is attributable to such delay or failure.

- 10.3 Within 15 (fifteen) Business Days of receipt of the Indemnity Notice, the Indemnifying Party may accept or dispute (in full or in part), the Claim raised, by the Indemnified Parties under the Indemnity Notice and, where accepted or when not disputed, make the payments in relation to such accepted and undisputed Claims, within 30 (thirty) days of such acceptance by the Indemnifying Party of the Claim made under the Indemnity Notice. In the event the Claim is disputed by the Indemnifying Party, the Indemnifying Party shall provide written notice to the Indemnified Party within 15 (fifteen) Business Days of receipt of the Indemnity Notice, which dispute shall then be subject to Clause 23 of this Agreement.

10.4 Third Party Claim

- (a) If the Indemnified Party proposes to exercise its right to make an indemnity claim against the Indemnifying Party for any Claim by a third party in relation to an Indemnity Event (“**Third Party Claim**”), then the Indemnified Party shall issue a notice in writing to the Indemnifying Party for the relevant Third Party Claim, within 15 (fifteen) days from the date of becoming aware of the Third Party Claim or not later than 5 (five) Business Days prior to the date on which a response to such Third Party Claim is due (whichever is earlier) (“**Third Party Claim Notice**”). The Third Party Claim Notice shall (i) specify in reasonable detail the facts giving rise to the Third Party Claim as understood by the Indemnified Party; and (ii) the basis for the Third Party Claim and the amount of the Third Party Claim, if known (including copies of notices, if any, received from a Third Party in relation to such Third Party Claim). The failure or delay of the Indemnified Parties to notify the Indemnifying Party of a Claim shall not relieve the Indemnifying Party of any indemnification responsibility under this Clause 10 other than to the extent that such delay or failure has caused any prejudice to the ability of the Indemnifying Party to defend such Claim or an increase in the Loss, or the liability, of the Indemnifying Party with respect to such Claim, in which case the Indemnifying Party shall not be liable to the Indemnified Party for such additional or increased Loss or other liability which is attributable to such delay or failure.
- (b) The Indemnifying Party shall, within 15 (ten) Business Days from date of receipt of the Indemnity Notice and/or the Third Party Claim Notice, unless a shorter period has been prescribed by the Governmental Authority/Third Party for responding to the Third Party Claim, as the case maybe, either:
 - (i) accept indemnity Claims specified in the Third Party Claim Notice, and remit the indemnification amount specified thereunder within 60 (sixty) days from the date of receipt of the Third Party Claim Notice; or
 - (ii) object to the subject matter of the Third Party Claim and/or amount of the Losses set forth in the Third Party Claim Notice by issuing a written notice setting out such objection (“**Objection Notice**”), and in case the Indemnifying Party has issued the Objection Notice in relation to the Third Party Claim Notice, then the Indemnifying Party shall have the right to assume control of the defence of such Third Party Claim, at its sole cost and expenses.
- (c) If the Indemnifying Party does not respond to the Third Party Claim Notice or issues an Objection Notice to the Indemnified Party, then a Dispute shall be deemed to have occurred between the relevant Parties, which Dispute shall be settled in accordance with the procedure set out in Clause 23 of this Agreement.
- (d) In the event the Indemnifying Party has assumed control of the defence of Third Party Claim, the Indemnified Party shall be entitled to appoint advisors at its own cost and participate in the strategy of defense against such Third Party Claim, provided that such strategy does not conflict strategy

proposed by the Indemnifying Party in defending the Third Party Claim. In the event the Indemnifying Party assumes control of the defence of such Third Party Claim, then the Indemnified Party shall provide all reasonable support and/or documents as maybe required by the Indemnifying Party for the purpose of defending such Third Party Claim, and the Indemnifying Party shall keep the Indemnified Party informed of the status and all the developments in relation to such Third Party Claim.

- (e) If the Indemnifying Party does not assume control of the defence, then the Indemnified Party shall have the right to control the defence of such Third Party Claim at the cost and expense of the Indemnifying Party, by appointing a counsel of its choice. The Indemnifying Party shall continue to be liable and shall continue to hold harmless the Indemnified Party for such Third Party Claim subject to the provisions of this Clause 10. The Indemnifying Party shall provide all reasonable support and/or documents as maybe required by the Indemnified Party for the purpose of defending such Third Party Claim and the Indemnified Party shall keep the Indemnifying Party informed of the status and all the developments in relation to such Third Party Claim.
- (f) Neither the Indemnified Party nor the Indemnifying Party shall make any admission of liability or consent to the entry of any judgment or enter into any agreement, compromise, or settlement in relation to the Third Party Claim without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed).
- (g) In the event during the defense of any Claim (including a Third Party Claim), any amounts are required to be paid and/or guarantee be provided by the Indemnified Party to any Governmental Authority or Third Party, the Indemnifying Party shall make such payments and/or provide such guarantees, as are required to be made to such Governmental Authority or Third Party, as soon as reasonably practical and in any event prior to the due date of such payment. In the event that any Indemnified Party is refunded all or any part of such payments from a Governmental Authority or Third Party, the Indemnified Party shall as soon as reasonably practicable and in any event within 5 (five) Business Days of receipt of such payment, return the same along with interest, if any, paid by the Governmental Authority or Third Party, to the Indemnifying Party.

10.5 Any payments made by the Indemnifying Party to the Indemnified Party shall be grossed up to the extent of any withholding deductions as applicable, such that the Indemnified Party is able to recover the exact amount of Loss incurred and are restored back to the position as if the Loss had not incurred at all, subject at all times to terms hereof.

10.6 Notwithstanding anything contained in this Agreement, the indemnification obligations of the Indemnifying Party under this Agreement shall be subject to the following limitations and the limitations set out under Clauses 10.7 to 10.13:

- (a) the Indemnified Party shall not be entitled to recover any amount more than once in respect of the same Loss;
- (b) the maximum amount of liability of the Indemnifying Party to the Indemnified Parties for breach of any Company Warranty (other than the Fundamental Warranties) shall not exceed an aggregate of 50% (fifty percent) of the Aggregate Purchase Consideration actually received by the Company;
- (c) the maximum amount of liability of the Indemnifying Party to the Indemnified Parties shall not exceed in aggregate 100% (one hundred percent) of the Aggregate Purchase Consideration actually received by the Company for all Claims on account of all Losses suffered under Clause 10, provided however that Claims related to Losses suffered by the Indemnified Party in relation to Clause 10.1(b) (fraud) shall not be subject to any aggregate cap on liability.

- 10.7 The Indemnified Parties shall not be entitled to make any claim for breach or inaccuracy of any Company Warranty for any matters disclosed in the DRHP.
- 10.8 Notwithstanding anything contained in this Agreement, the Indemnifying Party shall have no liability, in respect of the indemnities set out in this Clause 10, until the amount of each individual claim (or series of related claims with respect to the same facts or circumstances) is at least 0.1% (zero point one percent) of the Aggregate Purchase Consideration (“**De-Minimis Claim**”), and unless and until the aggregate amount of all such De-Minimis Claims exceeds an amount equivalent to 1% (one percent) of the Aggregate Purchase Consideration (“**Basket Amount**”), in which case, the Indemnifying Party shall be liable for the entire amounts of such indemnity claims from the first rupee i.e. the Company shall indemnify an Indemnified Party for the full amount constituting the Basket Amount without any deduction. Provided however, the Indemnifying Party shall not be liable to the Indemnified Parties for any claim that is not a De-Minimis Claim.
- 10.9 A Claim for indemnification in terms of this Clause 10 by an Indemnified Party with respect to the Indemnity Events shall be made during the periods specified below (“**Indemnity Claim Period**”):
- (a) a Claim for indemnification in relation to fraud by the Company, may be made at any time;
 - (b) a Claim for indemnification in relation to inaccuracy or breach by the Company of any of the Fundamental Warranties, may be made at any time before the expiry of 5 (five) years from the Closing Date;
 - (c) a Claim for indemnification in relation to: (i) inaccuracy or breach by the Company of any of the Business Warranties (other than the Tax Warranties), may be made at any time before the expiry of 3 (three) years from the Closing Date; and
 - (d) a Claim for indemnification in relation to inaccuracy or breach by the Company of any of the Tax Warranties may be made at any time until the expiry of the statutory period prescribed under Section 149 of the Income Tax Act, 1961 from the end of financial year in which the Closing occurs.

It is hereby clarified that if the Company has received an Indemnity Notice within the relevant time period specified above, then the Claim made pursuant to such Indemnity Notice shall survive the expiry of such time period and shall be determined in accordance with the applicable provisions of this Agreement.

- 10.10 If the Indemnifying Party has paid an amount to the Indemnified Party in full discharge of its indemnification obligation relating to any Loss, and the Indemnified Party recovers such amount (or part thereof) from any Person or third party (including any Governmental Authority), which is the subject matter of such Loss, the Indemnified Party shall forthwith refund such recovered amount to the Indemnifying Party.
- 10.11 Indemnifying Party shall not be liable for any Losses in relation to (a) Clause 10.1(a) except in respect of Fundamental Warranties or (b) Clause 10.1(b) if the breach giving rise to such Loss is capable of remedy and the same has in fact been remedied by the Indemnifying Party within 60 (sixty) days following the date of receipt of the Indemnity Notice by the Indemnifying Party.
- 10.12 The Indemnifying Party shall not be liable in respect of any Claim and/or Third Party Claim to the extent that the Claim/Third Party Claim in question arises, or is increased, wholly or partly as a result of: (i) any change in any enactment, law, regulation, directive or requirement or any change or withdrawal of any practice or statutory concession of any government, governmental department or agency or any regulatory body (whether or not having the force of law) occurring after the Execution Date, whether or not such change or withdrawal purports to be with retrospective effect in whole or in part; (ii) any act or omission of the Subscribers; (iii) any action undertaken by the Company to comply

with its obligations under this Agreement; and/or (iv) any action taken or omitted to be taken by the Company at the request of the Subscribers in writing.

- 10.13 In the event that any Claim for indemnification is made against the Company by the Subscribers, then the amount payable by the Company to the Subscribers shall be duly grossed up in the manner set out below (such gross up amount is referred to as the “**Grossed Up Indemnity Amount**”):

$$\text{Grossed Up Indemnity Amount} = \frac{\text{Loss}}{(100 - \text{the Subscribers' and their Affiliates' shareholding \% in the Company})} \times 100$$

- 10.14 The rights of the Indemnified Party under this Clause 10 shall be in addition to, and without prejudice to, any non-monetary rights and non-monetary remedies available to such Indemnified Party in law, at equity or otherwise, including the right to seek specific performance or other injunctive relief, provided however that, the remedies set forth in this Clause 10 (*Indemnification*) shall be the sole monetary remedy and the Indemnified Parties shall not be entitled to seek any rescission of this Agreement on account of any Indemnity Event.

11. CONFIDENTIALITY

- 11.1 The Parties hereto acknowledge that the terms of this Agreement, including its existence, shall be considered confidential information (“**Confidential Information**”) and shall not be disclosed by the Parties hereto to any third party, except to the extent required under Law, as part of (i) any disclosure in relation to the IPO, including disclosures of the terms of this Agreement (to the extent required to be disclosed in relation to the IPO under applicable Law) to be made in any offer documents filed with SEBI, Registrar of Companies or any other governmental or regulatory authority and as may be required pursuant to applicable Law; (ii) providing this Agreement and any other document (to the extent required under applicable Law) as a part of the material contracts and documents for inspection in terms of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and submission of a copy of this Agreement to the Registrar of Companies and any other regulatory authority as may be required under applicable Law or as may be directed by such regulatory authority; (iii) any disclosure of information required by applicable Law, or any governmental or regulatory authority not in relation to the IPO or stated policies or standard practice of the Subscribers; (iv) to its Affiliates and investors or potential investors (and their respective employees, directors, etc.) that are bound by appropriate confidentiality obligations; (v) any potential transferee, novatee of securities held by the Subscribers; (vi) the disclosure of information, which, at the date of disclosure, is in the public domain; (vii) any disclosure of information to a Party’s employees, directors or professional advisors being subject to the confidentiality obligations contained in this Agreement; and (viii) information which is independently developed by the recipient from information provided or obtained other than pursuant to or in connection with this Agreement.
- 11.2 None of the Parties shall issue any public release or public announcement or otherwise make any disclosure concerning the Confidential Information without the prior approval of the other Party, except any public release or public announcement required to be made by the Company in connection with the IPO. Provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any Confidential Information as may be required under applicable Law or any public announcements or disclosures made by the Promoter in compliance with its obligations under applicable Laws, subject to, where reasonably practicable, providing a prior written notice of 3 (three) days to the other Party.
- 11.3 Without prejudice to the foregoing, the Subscribers acknowledge and agree that, pursuant to the IPO Completion, the details of the issuance and allotment of the Subscription Shares by the Company to the Subscribers, as well as the details of the Subscribers may be disclosed as part of the red herring

prospectus and other offer documents to be filed by the Company with SEBI.

12. ASSIGNMENT

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. Unless the Parties agree in writing, no Party shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it, and any purported assignment in contravention of this Clause 12 (*Assignment*) shall be void, provided however that the Subscribers shall be entitled to assign and novate their rights and obligations to any person to whom it Transfers the Equity Shares held by them in accordance with the terms of this Agreement. Further, Subscribers shall be free to assign and novate their rights under this Agreement to an Affiliate without a transfer of Equity Shares. It is hereby clarified and confirmed that any assignment of the Subscribers' rights in accordance with the terms of this Agreement shall not result in duplication of rights available to the Subscribers and the transferee.

13. NOT USED

14. FURTHER ASSURANCES

14.1 Each of the Parties shall, execute such further documents and instruments, and do or procure to be done all such acts or things, as may be required by Law or as may be reasonably necessary to implement and give effect to this Agreement.

14.2 Each of the Parties shall comply with all obligations under this Agreement which are expressed to apply to the respective Parties.

15. COSTS

15.1 The Parties shall each be responsible for their own costs, charges and other expenses incurred in connection with the Transaction. The Company shall be responsible to bear the stamp duty payable on this Agreement.

15.2 The stamp duty payable in relation to the issuance of the Subscription Shares (including on the allotment) shall be borne by the Company.

16. NOTICES

16.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, e-mail, fax, registered post or courier using an internationally recognised courier company addressed to the concerned Party at the address set forth herein below or any other address subsequently notified by the concerned Party. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by e-mail provided that, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

16.2 The addresses and fax numbers of the Parties for the purpose of Clause 16.1 (*Notices*) are:

a) If to 360 ONE:

Name: 360 ONE Alternates Asset Management Limited

Address: 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel West, Mumbai
400013, India

Attention: Umesh Agrawal

E-mail: umesh.d.agrawal@360.one with cc to anindo.chakraborty@360.one

b) If to Subscribers: As set out in Part B of Schedule 1

c) If to the Company:

Name: Brigade Hotel Ventures Limited

Address: 29th & 30th Floor, World Trade Center, Brigade Gateway Campus, 26/1, Dr. Rajkumar Road, Malleswaram – Rajajinagar, Bengaluru 560 055, Karnataka, India

Attention: Mr. Anand Natarajan, CFO

Email: anandn@brigadegroup.com

d) If to the Promoter:

Name: Brigade Enterprises Limited

Address: 29th & 30th Floor, World Trade Center, Brigade Gateway Campus, 26/1, Dr. Rajkumar Road, Malleswaram – Rajajinagar, Bengaluru 560 055, Karnataka, India

Attention: Mr. P. Om Prakash, Company Secretary

Email: omprakash@brigadegroup.com

17. TERM AND TERMINATION

17.1 This Agreement shall come into full force and effect from the Execution Date and shall remain valid and binding on the Parties unless terminated in accordance with Clause 17.2 (*Term and Termination*).

17.2 This Agreement shall be terminated in the following manner:

(a) at any time prior to Closing:

(i) By the Subscribers in the event the Conditions Precedent are not fulfilled to the reasonable satisfaction of the Subscribers prior to the Long Stop Date; or

(ii) By mutual written agreement of the Parties; or

(iii) automatically, without any further act or deed by any Party, on the Long Stop Date;

(b) at any time after the Closing, automatically, without any further act or deed by any Party, upon the IPO Completion.

17.3 Notwithstanding anything provided in this Clause or otherwise in this Agreement, the termination of this Agreement shall not relieve any Party of any obligations or liabilities accrued prior to the date of termination.

17.4 Clause 1 (*Definitions and Interpretation*), Clause 11 (*Confidentiality*), Clause 14 (*Further Assurances*), Clause 15 (*Costs*), Clause 16 (*Notices*), Clause 17.3 (*Term and Termination*), Clause 17.4 (*Term and Termination*), Clause 18 (*Whole Agreement*), Clause 19 (*Waivers, Rights and Remedies*), Clause 22 (*Severability*), Clause 23 (*Dispute Resolution and Arbitration*) and Clause 26 (*Specific Performance*) shall survive termination of this Agreement; provided, Clause 8 (*Company Representations*) and Clause

10 (*Indemnification*) shall also survive termination of this Agreement in the event this Agreement is terminated solely pursuant to Clause 17.2(b).

18. WHOLE AGREEMENT

This Agreement (including the Schedules hereto) sets out the whole agreement between the Parties in respect of the issuance of Subscription Shares and supersedes any prior agreement (whether oral or written) between the Parties relating to the Transaction contemplated under this Agreement.

19. WAIVERS, RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, no failure or delay by any party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of an executed counterpart thereof.

21. VARIATIONS

No amendment or modification or variation to this Agreement shall be valid, against any Party, unless it is in writing and duly executed by and between the Parties.

22. SEVERABILITY

Each of the provisions of this Agreement is severable and shall be severally enforceable as such in the event of any provision becoming unenforceable in whole or in part. If any such provision is held to be or becomes invalid or unenforceable in any respect under the Law of any jurisdiction, it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision, the effect of which is as close to its intended effect as possible.

23. DISPUTE RESOLUTION AND ARBITRATION

23.1 All disputes arising out of, in relation to or in connection with this Agreement (including but not limited to any question regarding the existence, validity or termination of this Agreement) (“**Dispute(s)**”) shall necessarily first be discussed between the Parties in good faith with an attempt to resolve the Dispute. Each Party shall have the right to involve its advisors (including legal advisors) in the discussion if it so deems fit. If no resolution is arrived at by the Parties within a period of 45 (forty five) days from the commencement of discussions, then any Party shall be entitled to refer such Dispute for resolution to final and binding arbitration, conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996. The claimant shall appoint 1 (one) arbitrator and the respondent shall appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall appoint a 3rd (third) arbitrator, and such 3rd (third) arbitrator shall be the presiding arbitrator.

23.2 The seat and venue of arbitration shall be Bangalore.

23.3 The arbitration proceedings shall be conducted in English language.

- 23.4 All claims and counterclaims shall, to the extent such claims or counterclaims are known at the time any arbitration is commenced, be consolidated and determined in the same arbitration proceeding. The award of the arbitral tribunal shall be final and binding on the Parties hereto.
- 23.5 All matters in connection with the arbitration proceedings shall be subject to the exclusive jurisdiction of the courts of Bangalore.
- 23.6 The costs of the arbitration proceedings including the fees of the arbitrators and expense for venue of arbitration shall be the responsibility of the Party as determined by the arbitral tribunal.
- 23.7 Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through the arbitration described in this Clause 23 (*Dispute Resolution and Arbitration*).
- 23.8 When any Dispute arises, except for the matter under such Dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- 23.9 This Agreement shall be governed by and construed in accordance with the laws of India.

24. NO PARTNERSHIP

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership or association of persons among the Parties, and no Party shall hold itself out as an agent for any other Party.

25. INDEPENDENT RIGHTS

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

26. SPECIFIC PERFORMANCE

Subject to Clause 10.14, the Parties acknowledge and agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including, without limitation, a right for damages.

[Remainder of page intentionally left blank]

SCHEDULE 1

PART A

DETAILS OF SUBSCRIBERS' DEMAT ACCOUNTS

[To be shared separately, and deemed to be part of this agreement]

PART B

SUBSCRIBERS' NOTICE DETAILS

[To be shared separately, and deemed to be part of this agreement]

PART C

DEED OF ACCESSION

This Deed of Accession (this “Deed of Accession”) is executed on this [●] day of [●] by [●], (the “**Acceding Party**” which expression shall, unless the context requires otherwise, mean and include its successors and permitted assigns).

WHEREAS

A. [●] (“Existing Parties”) have entered into an Investment Agreement dated [●] (the “**Investment Agreement**”).

B. The Acceding Party has evinced its interest in the Company and has agreed to make an investment of INR [●] (Rupees [●] only) in the Company by subscribing to [●] ([●]) [Insert the name of the relevant Company’s security], [on the terms and conditions as set out in the Investment Agreement.

C. The Acceding Party is now delivering this Deed pursuant to the provisions of the Investment Agreement and agreeing to be bound by the terms and conditions of the Investment Agreement.

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. Consent to the terms of the Investment Agreement by the Acceding Party

1.1 The Acceding Party covenants, undertakes and agrees that by its execution of this Deed of Accession it shall become a party to the Investment Agreement and that it shall be bound by the terms and conditions of the Investment Agreement, and shall assume, keep, observe and perform, duly and punctually, all the terms, covenants, undertakings, agreements, provisions and conditions in the Investment Agreement, as applicable to the Acceding Party as a “**Subscriber**” and “**Party**” in accordance with the terms thereof.

1.2 The Acceding Party hereby confirms that it has received a copy of the Investment Agreement and that all provisions under the Investment Agreement are incorporated by reference herein and deemed to be part of this Deed of Accession to the same extent as if such provisions had been set forth in their entirety herein, as applicable to the Acceding Party in accordance with the terms of the Investment Agreement.

2. Governing Law and Venue

This Deed of Accession shall be governed in all respects in accordance with Clause 23 (*Dispute Resolution and Arbitration*) of the Investment Agreement.

3. Definitions

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

IN WITNESS WHEREOF, the Acceding Party has entered into this Deed of Accession the day and year first written above.

Signed and delivered for and on behalf of:
[**Acceding Party**]

Designation:

SCHEDULE 2

SUBSCRIPTION SHARES DETAILS

[To be shared separately, and deemed to be part of this agreement]

SCHEDULE 3

DEFINITIONS AND INTERPRETATION

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

“Accounts” means the audited consolidated and standalone financial statements of the Company (including the balance sheet, cash flow statement and the profit and loss account, together with any notes, reports, statements or documents included in or annexed to them) for the 3 (three) financial years ended on the Accounts Date;

“Accounts Date” means March 31, 2024;

“Act” means the (Indian) Companies Act, 2013, as may from time to time be amended, re-enacted or replaced, read with all the rules made and notifications and circulars issued thereunder;

“Affiliates” of a Person (the **“Subject Person”**) means (i) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, shall include relative of such Person (as defined in the Act) and any Person Controlled by such natural Person or such Person’s relative. For the purpose of this definition, an Affiliate shall, in relation to the Subscribers, include any of its general or limited partner, co-investment partnership and any other fund managed (whether solely or with others) by any of such parent or general partners or the investment advisor or manager of the Subscribers or any entity which Controls, is Controlled by or under common Control of such investment advisor or manager, provided that, for avoidance of doubt, the portfolio companies of the Subscribers shall not be considered to be Affiliates for any purpose hereof;

“Anti-Corruption Laws” means the laws, regulations, rules or guidelines relating to anti-corruption, as applicable to the Parties in India, such as the (Indian) Prevention of Corruption Act, 1988, as amended from time to time;

“Anti-Money Laundering Laws” means the laws, regulations, rules or guidelines relating to money laundering, including, financial recordkeeping and reporting requirements, as applicable to the Parties in India, such as, Prevention of Money Laundering Act, 2002, Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015, as amended from time to time, and the rules framed thereunder, all money laundering-related laws, and any related or similar law issued, administered or enforced by any Governmental Authority in India and as applicable to the Parties;

“Articles” means the articles of association of the Company;

“Board” means the board of directors of the Company;

“Business” means the business of owning, developing and operating hotels, hospitality business, including serviced apartments, undertaking construction or development projects involving sale or lease of units intended to be operated as hotels or serviced apartment, and any ancillary business required to carry out the foregoing;

“Business Day” means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in Mumbai and Bangalore, India;

“Closing” means completion of the issuance and allotment of the Subscription Shares to the

Subscribers, in accordance with Clause 5 (*Closing*) of this Agreement;

“Closing Date” has the meaning given in Clause 5.1 (*Closing*);

“Company Warranties” means collectively, the Fundamental Warranties, the Business Warranties and Tax Warranties being provided by the Company;

“Condition Precedent” has the meaning given to the term in Clause 4.1 (*Condition Precedent*);

“Control” (including with correlative meaning, the terms, **“Controlling”**, **“Controlled by”** or **“under direct or indirect common Control with”**) means the (i) ownership or control (whether directly or indirectly, whether legal or beneficial) of more than 50% (fifty percent) of the issues share capital or voting capital, whether by shareholding or contract or otherwise of such Person; (ii) right to appoint and/or remove all or the majority of the members of the board of directors of such Person; or (iii) power to direct or cause the direction of the management, and exercise significant influence on the management or policies of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise;

“Designated Bank Account” means the bank account maintained by the Company into which the Subscribers shall remit the Price on the Closing Date in accordance with the terms hereof, the particulars of which are set out in **Schedule 6** (*Designated Bank Account*);

“DRHP” has the meaning given to the term in Recital A;

“Encumbrances” means (i) any mortgage, charge (whether fixed or floating), pledge, lien, non-disposal undertaking, hypothecation, assignment, deed of trust, equitable interest, security interest, transfer, claim, condition, or title retention or other encumbrance of any kind securing any obligation of any Person; (ii) any ownership interest or equity of any Person through any voting agreement, interest, option, pre-emptive rights, right of first offer, refusal or transfer restriction in favour of any Person; (iii) any adverse claim as to title, possession or use; or (iv) any agreement or arrangement to create any of the matters listed in (i), (ii) or (iii) and **“Encumber”** shall be construed accordingly;

“Equity Share(s)” means the equity shares of face value of INR 10/- (Indian Rupees Ten only) each in the share capital of the Company;

“Exchanges” means the BSE Limited (formerly Bombay Stock Exchange) and the National Stock Exchange Limited, collectively;

“FDI Policy” means the Consolidated FDI Policy (effective from October 15, 2020) issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, as amended from time to time, and shall include Press Notes issued thereunder, from time to time;

“FEMA” means the extant foreign exchange control laws of India including the Foreign Exchange Management Act, 1999 (and the rules and regulations framed thereunder), the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 and all the regulations and notifications issued thereunder, the circulars, notifications or directions issued by Reserve Bank of India (**“RBI”**), and the FDI Policy;

“Financial Statements” mean (a) in relation to any Financial Year, the audited financial statements of the Company and its Subsidiary, and shall include consolidated financial statements, comprising of, an audited balance sheet, profit and loss account, cash flow statements and the related audited statement of income together with the auditor’s report

thereon and notes to it; and (b) in any other case, the unaudited financial statements of the Company and its Subsidiary and shall include consolidated financial statements, comprising of, an unaudited balance sheet, profit and loss account, cash flow statements and the related audited statement of income together with the auditor's report thereon and notes to it;

“Financial Year” means the period commencing on April 1 of each calendar year and ending on March 31 of the immediately succeeding calendar year;

“Government” or “Governmental Authority” includes any national, state, local or municipal or similar government, governmental, or regulatory authority, branch, agency, any statutory body or commission 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;

“IndAS” means the Indian accounting standards as notified under Section 133 of the Act;

“Indemnified Party” has the meaning given to the term in Clause 10.1 (*Indemnification*) of this Agreement;

“IPO” has the meaning given to the term in Recital A;

“IPO Completion” means the completion of the IPO and the listing and trading of the Equity Shares on the Exchanges;

“Law” includes any statute, law, regulation, rule, notification, order, decree, or any similar form of decision of, or determination by any Governmental Authority having jurisdiction over the matter in question as such are in effect as of the date hereof or as may be amended, modified, re-enacted or revoked from time to time hereafter;

“Loss” or “Losses” means all direct and actual losses, settlements, claims, liabilities, awards, fines, penalties, fees, reasonable costs, charges and damages and includes out of pocket expenses (including reasonable attorneys' and accountants' fees, disbursements), and shall exclude indirect, consequential, special, punitive, incidental, extraordinary, unforeseeable speculative losses, loss of profits and diminution in value of shares;

“Long Stop Date” means 15 July 2025 or such other date as may be mutually extended by the Parties (in writing);

“Material Adverse Event” means (a) any event, occurrence, fact, condition, change, development or effect (including without limitation any litigation or action of any Governmental Authority) that materially and adversely impairs or affects the Business of the Company as being undertaken on the Execution Date and is proposed to be undertaken on the Closing Date (*except for (i) any change in the applicable Laws or an action taken by any Governmental Authority, (ii) any change in terms, conditions or policies of a third party with whom the Company engages, due to an action taken by any Governmental Authority or change in applicable Law, or (iii) outbreak of a state of emergency including the outbreak of illnesses, pandemics, epidemics, or communicable diseases, to the extent they have any impact on the Business relative to other businesses in its industry*); and/ or (b) which completely impairs the ability of the Parties to consummate the Transaction contemplated herein;

“Person” includes any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof, any other legal entity (in each case, whether or not having separate legal personality) and any other entity that may be treated as a person under Law;

“Price” means INR 90/- (Indian Rupees Ninety only), being the price per Subscription Share;

“Registered Valuer” has the meaning ascribed to it in the Act;

“Registrar of Companies” means the registrar of companies having jurisdiction in respect of the Company;

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by: (a) the United States (including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or the U.S. Department of State; (b) HM Treasury; (c) the European Union; (d) United Nations Security Council; (e) Reserve Bank of India and **“Sanctions Laws”** means any applicable Law that relate to Sanctions;

“Sanctioned Country” means, at any time, a country or territory that is a target of country-wide or region-wide Sanctions that broadly prohibit or restrict dealings with such country or territory (as of the date hereof, Cuba, Iran, North Korea, Russia, Syria and the Donetsk, Luhansk, and Crimea regions of Ukraine), as modified from time to time;

“Sanctioned Person” means, at any time, any Person: (a) listed on any Sanctions-related list; (b) located, organized, or resident in, or a Government instrumentality of, any Sanctioned Country; or (c) directly or indirectly controlled or more than half of the share capital (or equity interest) of which is owned by a Person described in (a) or (b);

“SEBI” has the meaning given to the term in Recital A;

“Securities” means all securities in the Share Capital of the Company;

“Share Capital” means the total issued, subscribed and paid-up equity share capital of the Company. It is hereby clarified that the Share Capital of the Company shall not account for any employee stock options issued by the Company;

“Subscription Shares” means an aggregate of 1,40,00,000 (one crore forty lakhs) Equity Shares of the Company which are proposed to be allotted to the Subscribers in accordance with the terms of this Agreement, as more particularly indicated in **Schedule 2** (*Subscription Shares Details*);

“Subsidiary” shall mean SRP Prosperita Hotel Ventures Limited;

“Tax Authority” means Income-tax Authorities as defined under Section 116 of the IT Act, the Income Tax Department, Department of Revenue, Ministry of Finance, Government of India or any Governmental Authority whatsoever, including without limitation, any court, tribunal or other authority that has the jurisdiction over the administration, assessment, determination, adjudication, collection and imposition of Taxes under the IT Act in the Republic of India;

“Tax Warranties” means the warranties set out in Paragraph 2 of **Schedule 5** (*Business Warranties*) of this Agreement;

“Transaction” means the transaction contemplated by this Agreement;

“Transfer” means sale, assignment, transfer, gift, any right, title or interest in or otherwise dispose of in any manner whatsoever; and

“Working Hours” means 9.30 am to 5.30 pm in the relevant location on a Business Day.

2. Interpretation. In this Agreement, unless the context otherwise requires:

- (a) the recitals contained herein shall be deemed to be an integral part of this Agreement;
- (b) when any day referenced in this Agreement is not a Business Day and a period referenced in this Agreement does not end on a Business Day, the reference to that day or to the last day of that period will be construed as a reference to the immediately next Business Day;
- (c) the terms “directly” or “indirectly” in relation to a Party mean and include any direct or indirect action(s) on the part of or by or on behalf of the Party in question either by itself or himself or herself or in conjunction with or on behalf of any Person including through an Affiliate or intermediary or its employee(s), consultants, proprietor(s), partner(s), director(s), or any agents or otherwise, whether for profit or otherwise;
- (d) reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof be amended, supplemented or novated;
- (e) a reference to a certified copy of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the Party delivering the document;
- (f) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
- (g) references to any Indian legal term or concept shall, in respect of any jurisdiction other than India, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (h) any phrase introduced by the terms ***including, include, in particular*** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (i) time is of the essence in the performance of the Parties’ respective obligations;
- (j) all references to this Agreement shall be deemed to include any amendments or modifications to this Agreement;
- (k) any reference to “writing” shall include printing, e-mail, typing and other means of reproducing words in visible form;
- (l) reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, from time to time, be amended, supplemented or re-enacted or replaced or consolidated, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision or applicable Law (whether or not amended, modified, re-enacted or consolidated);
- (m) any and all the rights of the Subscriber(s) under this Agreement shall be exercised by all the Subscribers collectively as a bloc. For the purposes of this Agreement, it is clarified that the Subscribers and their Affiliates shall have the right to participate to the full extent or part of their respective entitlements; and
- (n) no provision of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting

hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

3. Schedules and Exhibits. The Schedules comprise schedules to this Agreement and form part of this Agreement.

[Remainder of page intentionally left blank]

SCHEDULE 4

PART A

THE SHAREHOLDING PATTERN OF THE COMPANY AS AT THE EXECUTION DATE

S. No.	Name of the Shareholder	No. of Equity Shares held	Shareholding Percentage (%)
1.	Brigade Enterprises Ltd	28,14,29,700	100
2.	Mysore Ramachandrasetty Jaishankar*	50	-
3.	Pavitra Shankar*	50	-
4.	Nirupa Shankar*	50	-
5.	Suresh Yadwad*	50	-
6.	Vineet Verma*	50	-
7.	Pradyumna Krishnakumar*	50	-
	Total	28,14,30,000	100%

*Beneficial Interest is with Brigade Enterprises Limited

[Remainder of page intentionally left blank]

PART B

THE SHAREHOLDING PATTERN OF THE COMPANY AS ON THE CLOSING DATE

S. No.	Name of the Shareholder	No. of Equity Shares held	Shareholding Percentage (%)
1.	Brigade Enterprises Ltd	28,14,29,700	95.26
2.	Mysore Ramachandrasetty Jaishankar*	50	-
3.	Pavitra Shankar*	50	-
4.	Nirupa Shankar*	50	-
5.	Suresh Yadwad*	50	-
6.	Vineet Verma*	50	-
7.	Pradyumna Krishnakumar*	50	-
8.	Subscribers	1,40,00,000	4.74
	Total	29,54,30,000	100%

*Beneficial Interest is with Brigade Enterprises Limited

[Remainder of page intentionally left blank]

SCHEDULE 5

BUSINESS WARRANTIES

The Company warrants and undertakes to Subscribers, as on the Execution Date and as of the Closing Date, that:

1. Accounts

- 1.1 The Accounts of the Company have been prepared and maintained in accordance with the applicable Laws and IndAS and provides a true and fair view of the assets, liabilities (whether present or actual or contingent), all provisions for bad or doubtful debts of the Company, state of affairs of the Company, profits and/or losses of the Company and the financial position of the Company as on the respective financial reporting dates to which it relates.
- 1.2 No change has been made to the accounting policies or to any other accounting treatment of the Company in the past 3 (three) years, other than as required under applicable Law.
- 1.3 The accounting and other records of the Company are in the possession of the Company.
- 1.4 The Company has not defaulted in the repayment of any loans or advances on the dates on which they have fallen due and in accordance with the respective terms of the lending documents.

2. Taxes

- 2.1 The Company is and has always been a resident of India for tax purposes and is not and has not at any time been treated as resident in any jurisdiction other than India for any tax purpose.
- 2.2 The Company has made or given or filed any and all returns (including income-tax return, withholding tax return and tax collection at source return), estimates, information statements, reports, computations and other filings required by applicable Law (the “**Tax Returns**”) relating to Taxes required to be made or given or filed by the Company with any applicable Governmental Authority, except for any failures to make, give, or file Tax Returns that are not material. Such Tax Returns are true, correct and complete in all material respects. The Company does not have any outstanding material Tax demand for which it has received written notice(s) from any Tax authority and there are no material liabilities of any Tax whatsoever in respect of which a written claim or notice has been made against the Company.
- 2.3 The Company has materially complied with all applicable Laws relating to the deduction, collection, withholding and payment of Taxes.
- 2.4 Since the Accounts Date, the Company and Subsidiary have carried on their Business in the ordinary course of Business, without any interruption or alteration in its nature, scope or manner, and so as to maintain the same as a going concern.

3. Business

- 3.1 The Company is engaged in the Business.
- 3.2 The Company is in compliance, with applicable Law in all material respects.

4. Licenses, Registration and Regulatory Approvals

- 4.1 The Company has obtained all material authorisations required under any applicable Law, from

the concerned Governmental Authorities and third parties that are required for the conduct of its Business as currently conducted.

4.2 The Company is in compliance with the conditions in such authorisation in all material respects

5. Information

5.1 All information relating to facts and current state of affairs of the Company, and its Business, as set out in the DRHP are true and accurate and not misleading in any material respect. The opinions and intentions expressed in the DRHP are honestly held and there are no other facts, the omission of which makes the DRHP as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

[Remainder of page intentionally left blank]

SCHEDULE 6

DESIGNATED BANK ACCOUNT

Wiring Instructions for Transfers to the Company:

Bank Account Name	Brigade Hotel Ventures Limited
Bank Account No.	924020041422154
Beneficiary Bank	Axis Bank, CBB Bangalore
Bank Address	3 rd Floor, MG Road, Bangalore, Karnataka - 560001
IFSC	UTIB0001541

[Remainder of page intentionally left blank]

SCHEDULE 7

CP CONFIRMATION NOTICE

[ON THE LETTERHEAD OF THE COMPANY]

Date: [●]

To,

[●].

[Address]

Attention: [●]

Dear [●],

Re: CP Confirmation Notice

Please refer to the Investment Agreement dated [●], 2025 executed between the Company, the Promoter and 360 ONE (the “**Agreement**”). In this notice, all capitalized terms used but not defined shall have the meaning given to them under the Agreement. This CP Confirmation Notice shall form an integral part of the Agreement.

The Company hereby confirms, declares and certifies pursuant to Clause 4.2 of the Agreement that as of the date hereof, the Conditions Precedent specified in Clause 4.1 (*Conditions Precedent*) of the Agreement have been fulfilled/ completed in accordance with the provisions of the Agreement, and the documents evidencing fulfilment/ completion of such Conditions Precedent, if any and as applicable, are enclosed herewith for your records.

Yours faithfully,

Signed and delivered for and on behalf of:

Brigade Hotel Ventures Limited

[Insert name of the Authorised Signatory]

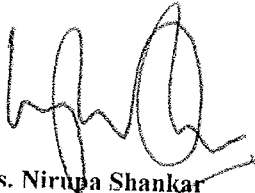
Signed and delivered for and on behalf of:

[Signature pages to follow]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED AND DELIVERED, OR CAUSED FOR THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES, AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

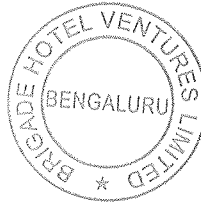
Signed and delivered for and on behalf of:

BRIGADE HOTEL VENTURES LIMITED



Name: Ms. Nirupa Shankar

Designation: Managing Director



[Signature Page to the Investment Agreement executed between Brigade Hotel Ventures Limited, Brigade Enterprises Limited And 360 ONE Alternates Asset Management Limited.]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED AND
DELIVERED, OR CAUSED FOR THIS AGREEMENT TO BE DULY EXECUTED AND
DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES, AS OF THE DAY
AND YEAR HEREINABOVE WRITTEN

Signed and delivered for and on behalf of:

BRIGADE ENTERPRISES LIMITED



Name: Mr. Pradyumna Krishna Kumar

Designation: Executive Director

[Signature Page to the Investment Agreement executed between Brigade Hotel Ventures Limited,
Brigade Enterprises Limited And 360 ONE Alternates Asset Management Limited.]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED AND DELIVERED, OR CAUSED FOR THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES, AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and delivered for and on behalf of:

360 ONE ALTERNATES ASSET MANAGEMENT LIMITED

S. Joshi

A circular purple stamp with the text "360 ONE Alternates Asset Management Limited" around the perimeter and a small star in the center.

Name: Sandeep Joshi

Designation: Authorised Signatory

[Signature Page to the Investment Agreement executed between Brigade Hotel Ventures Limited, Brigade Enterprises Limited And 360 ONE Alternates Asset Management Limited.]



सत्यमेव जयते

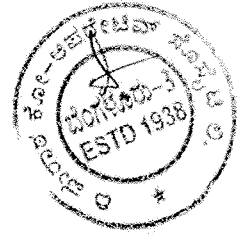
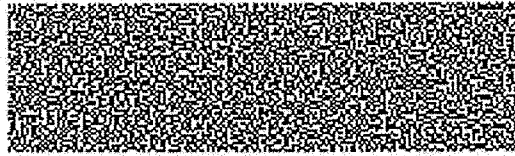
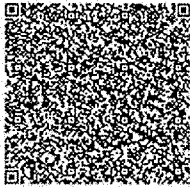
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA77351048672606X
 Certificate Issued Date : 03-Jul-2025 10:47 AM
 Account Reference : NONACC (FI)/ kacrsfl08/ MALLESHWARAM6/ KA-GN
 Unique Doc. Reference : SUBIN-KAKACRSFL0873051310203057X
 Purchased by : BRIGADE HOTEL VENTURES LIMITED
 Description of Document : Article 22 Counter part or Duplicate
 Property Description : COUNTERPART
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : BRIGADE HOTEL VENTURES LIMITED
 Second Party : 360 ONE SPECIAL OPPORTUNITIES FUND SERIES 10
 Stamp Duty Paid By : BRIGADE HOTEL VENTURES LIMITED
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)

सत्यमेव जयते

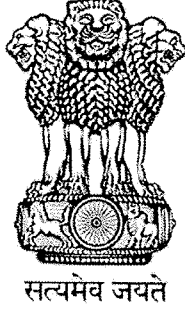


Please write or type below this line:

THIS STAMP PAPER FORMS AND PARCEL OF
 THE DEED OF ACCESSION DATED 3RD JULY 2025

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoelstamp.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.



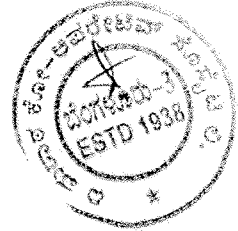
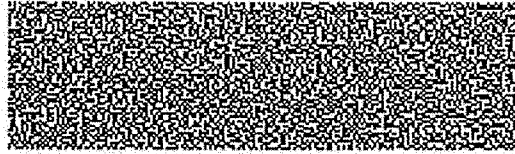
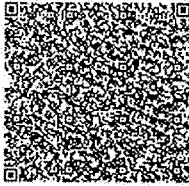
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA77349974117783X
Certificate Issued Date : 03-Jul-2025 10:47 AM
Account Reference : NONACC (FI)/ kacrsfl08/ MALLESHWARAM6/ KA-GN
Unique Doc. Reference : SUBIN-KAKACRSFL0873048364052733X
Purchased by : BRIGADE HOTEL VENTURES LIMITED
Description of Document : Article 29 Indemnity Bond (As per Article 47)
Property Description : INDEMNITY BOND
Consideration Price (Rs.) : 126,00,00,000
(One Hundred Twenty Six Crore only)
First Party : BRIGADE HOTEL VENTURES LIMITED
Second Party : 360 ONE SPECIAL OPPORTUNITIES FUND SERIES 9
Stamp Duty Paid By : BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

सत्यमेव जयते

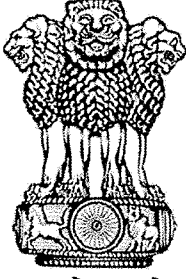


Please write or type below this line

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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



सत्यमेव जयते

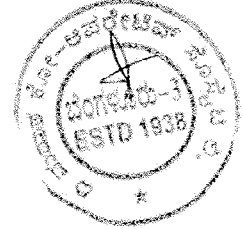
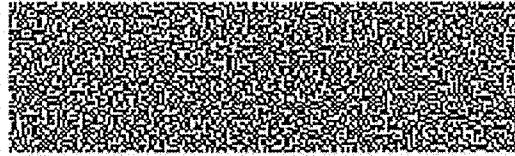
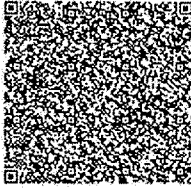
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

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Unique Doc. Reference : SUBIN-KAKACRSFL0873044229991237X
Purchased by : BRIGADE HOTEL VENTURES LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : GENERAL AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : BRIGADE HOTEL VENTURES LIMITED
Second Party : 360 ONE SPECIAL OPPORTUNITIES FUND SERIES 9
Stamp Duty Paid By : BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

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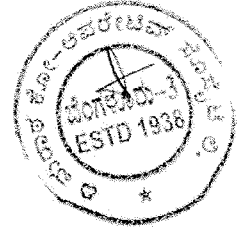
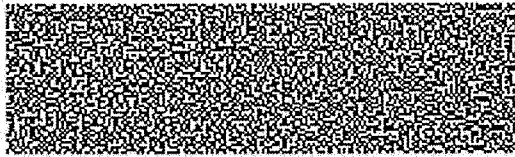
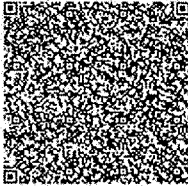
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Unique Doc. Reference : SUBIN-KAKACRSFL0873045755004826X
Purchased by : BRIGADE HOTEL VENTURES LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : ARBITRATION
Consideration Price (Rs.) : 0
 (Zero)
First Party : BRIGADE HOTEL VENTURES LIMITED
Second Party : 360 ONE SPECIAL OPPORTUNITIES FUND SERIES 9
Stamp Duty Paid By : BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



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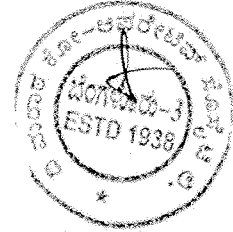
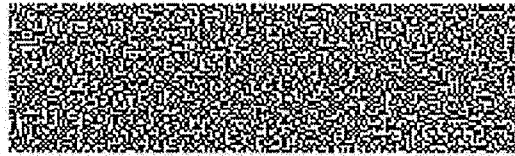
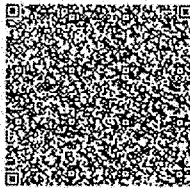
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 Purchased by : BRIGADE HOTEL VENTURES LIMITED
 Description of Document : Article 22 Counter part or Duplicate
 Property Description : COUNTERPART
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : BRIGADE HOTEL VENTURES LIMITED
 Second Party : 360 ONE LARGE VALUE FUND SERIES 2
 Stamp Duty Paid By : BRIGADE HOTEL VENTURES LIMITED
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)

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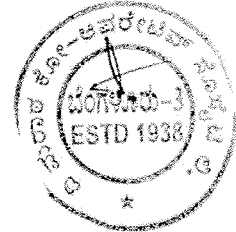
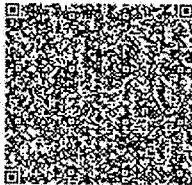
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Unique Doc. Reference : SUBIN-KAKACRSFL0873058022135257X
Purchased by : BRIGADE HOTEL VENTURES LIMITED
Description of Document : Article 22 Counter part or Duplicate
Property Description : COUNTERPART
Consideration Price (Rs.) : 0
(Zero)
First Party : BRIGADE HOTEL VENTURES LIMITED
Second Party : 360 ONE SPECIAL OPPORTUNITIES FUND SERIES 13
Stamp Duty Paid By : BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.) : 1,000
(One Thousand only)

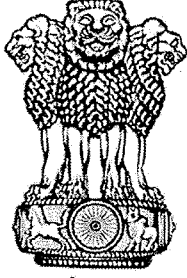


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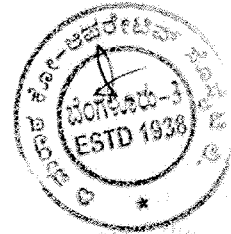
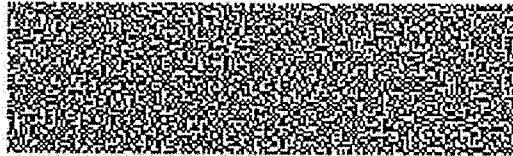
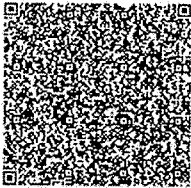
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 Purchased by : BRIGADE HOTEL VENTURES LIMITED
 Description of Document : Article 22 Counter part or Duplicate
 Property Description : COUNTERPART
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : BRIGADE HOTEL VENTURES LIMITED
 Second Party : 360 ONE SPECIAL OPPORTUNITIES FUND SERIES 12
 Stamp Duty Paid By : BRIGADE HOTEL VENTURES LIMITED
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)



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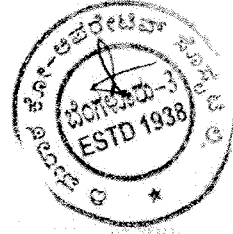
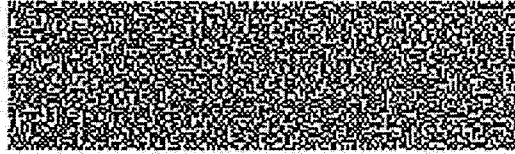
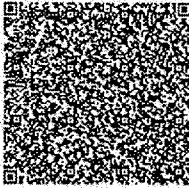
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Rs. 1,000

e-Stamp

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Purchased by	: BRIGADE HOTEL VENTURES LIMITED
Description of Document	: Article 22 Counter part or Duplicate
Property Description	: COUNTERPART
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BRIGADE HOTEL VENTURES LIMITED
Second Party	: 360 ONE SPECIAL OPPORTUNITIES FUND SERIES 11
Stamp Duty Paid By	: BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.)	: 1,000 (One Thousand only)

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DEED OF ACCESSION

This Deed of Accession (this “**Deed of Accession**”) is executed on this 3rd day of July 2025 by **the Persons specified in Annexure 1**, (the “**Acceding Party(ies)**” which expression shall, unless the context requires otherwise, mean and include its successors and permitted assigns).

WHEREAS

- A. Brigade Hotel Ventures Limited (“**Company**”), Brigade Enterprises Limited (“**Promoter**”) and 360 ONE Alternates Asset Management Limited (“**360 ONE**”) (the Company, the Promoter and 360 One shall hereinafter be referred to as the “**Existing Parties**”) have entered into an Investment Agreement dated 02 July 2025 (the “**Investment Agreement**”).
- B. The Acceding Parties have evinced their interest in the Company and have agreed to make an investment of INR 126,00,00,000/- (Indian Rupees One Hundred Twenty Six Crores only) in the Company by subscribing to 1,40,00,000 (one crore forty lakhs) Equity Shares, on the terms and conditions as set out in the Investment Agreement.
- C. The Acceding Parties are now delivering this Deed pursuant to the provisions of the Investment Agreement and agreeing to be bound by the terms and conditions of the Investment Agreement.

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. Consent to the terms of the Investment Agreement by the Acceding Parties

- 1.1. Each of the Acceding Party covenants, undertakes and agrees that by its execution of this Deed of Accession it shall become a party to the Investment Agreement and that it shall be bound by the terms and conditions of the Investment Agreement, and shall assume, keep, observe and perform, duly and punctually, all the terms, covenants, undertakings, agreements, provisions and conditions in the Investment Agreement, as applicable to the Acceding Party as a “**Subscriber**” and “**Party**” in accordance with the terms thereof.
- 1.2. Each of the Acceding Party hereby confirms that it has received a copy of the Investment Agreement and that all provisions under the Investment Agreement are incorporated by reference herein and deemed to be part of this Deed of Accession to the same extent as if such provisions had been set forth in their entirety herein, as applicable to the relevant Acceding Party in accordance with the terms of the Investment Agreement.

2. Governing Law and Venue

This Deed of Accession shall be governed in all respects in accordance with Clause 23 (*Dispute Resolution and Arbitration*) of the Investment Agreement.

3. Definitions

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

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ANNEXURE 1

DETAILS OF THE ACCEDING PARTIES

S.No	Name of the Acceding Party	Number of Subscription Shares	Purchase Consideration (in INR)	Notice Details
1.	360 ONE SPECIAL OPPORTUNITIES FUND – SERIES 9 , a scheme of 360 ONE Private Equity Fund registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund, and acting through its investment manager 360 ONE Alternates Asset Management Limited (CIN: U66300MH2023PLC413099), a company incorporated under the Companies Act, 2013 and having its registered office at 360 ONE Centre, Kamala City, Lower Parel, Delisle Road, Mumbai – 400013	44,44,444	39,99,99,960	Name: 360 ONE Alternates Asset Management Limited Address: 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel West, Mumbai - 400013, India Attention: Umesh Agrawal E-mail: umesh.d.agrawal@360.one with cc to anindo.chakraborty@360.one
2.	360 ONE SPECIAL OPPORTUNITIES FUND – SERIES 10 , a scheme of 360 ONE Private Equity Fund registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund, and acting through its investment manager 360 ONE Alternates Asset Management Limited (CIN: U66300MH2023PLC413099), a company incorporated under the Companies Act, 2013 and having its registered office at 360 ONE Centre, Kamala City, Lower Parel, Delisle Road, Mumbai – 400013	11,11,111	9,99,99,990	

S.No	Name of the Acceding Party	Number of Subscription Shares	Purchase Consideration (in INR)	Notice Details
3.	360 ONE SPECIAL OPPORTUNITIES FUND – SERIES 11 , a scheme of 360 ONE Private Equity Fund registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund, and acting through its investment manager 360 ONE Alternates Asset Management Limited (CIN: U66300MH2023PLC413099), a company incorporated under the Companies Act, 2013 and having its registered office at 360 ONE Centre, Kamala City, Lower Parel, Delisle Road, Mumbai – 400013	15,55,556	14,00,00,040	
4.	360 ONE SPECIAL OPPORTUNITIES FUND – SERIES 12 , a scheme of 360 ONE Private Equity Fund registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund, and acting through its investment manager 360 ONE Alternates Asset Management Limited (CIN: U66300MH2023PLC413099), a company incorporated under the Companies Act, 2013 and having its registered office at 360 ONE Centre, Kamala City, Lower Parel, Delisle Road, Mumbai – 400013	40,00,000	36,00,00,000	
5.	360 ONE SPECIAL OPPORTUNITIES FUND – SERIES 13 , a scheme of 360 ONE Private Equity Fund registered with the	15,55,556	14,00,00,040	

S.No	Name of the Acceding Party	Number of Subscription Shares	Purchase Consideration (in INR)	Notice Details
	Securities and Exchange Board of India as a Category II Alternative Investment Fund, and acting through its investment manager 360 ONE Alternates Asset Management Limited (CIN: U66300MH2023PLC413099), a company incorporated under the Companies Act, 2013 and having its registered office at 360 ONE Centre, Kamala City, Lower Parel, Delisle Road, Mumbai – 400013			
6.	360 ONE LARGE VALUE FUND – SERIES 2 , a scheme of 360 ONE Private Equity Fund registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund, and acting through its investment manager 360 ONE Alternates Asset Management Limited (CIN: U66300MH2023PLC413099), a company incorporated under the Companies Act, 2013 and having its registered office at 360 ONE Centre, Kamala City, Lower Parel, Delisle Road, Mumbai – 400013	13,33,333	11,99,99,970	
	Total	1,40,00,000	126,00,00,000	

Note: Details of demat accounts of each of the above Subscribers have been shared separately with the Company over email.

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IN WITNESS WHEREOF, the Acceding Party has entered into this Deed of Accession the day and year first written above.

Signed and delivered for and on behalf of:
360 ONE Special Opportunities Fund - Series 9



Name: Ashish Patel

Designation: Authorised Signatory

[Signature page to the Deed of Accession]

IN WITNESS WHEREOF, the Acceding Party has entered into this Deed of Accession the day and year first written above.

Signed and delivered for and on behalf of:

360 ONE Special Opportunities Fund - Series 10



Name: Ashish Patel

Designation: Authorised Signatory

[Signature page to the Deed of Accession]

IN WITNESS WHEREOF, the Acceding Party has entered into this Deed of Accession the day and year first written above.

Signed and delivered for and on behalf of:

360 ONE Special Opportunities Fund - Series 11



Name: Ashish Patel

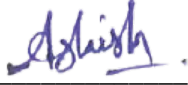
Designation: Authorised Signatory

[Signature page to the Deed of Accession]

IN WITNESS WHEREOF, the Acceding Party has entered into this Deed of Accession the day and year first written above.

Signed and delivered for and on behalf of:

360 ONE Special Opportunities Fund - Series 12



Name: Ashish Patel

Designation: Authorised Signatory

[Signature page to the Deed of Accession]

IN WITNESS WHEREOF, the Acceding Party has entered into this Deed of Accession the day and year first written above.

Signed and delivered for and on behalf of:

360 ONE Special Opportunities Fund - Series 13



Name: Ashish Patel

Designation: Authorised Signatory

[Signature page to the Deed of Accession]

IN WITNESS WHEREOF, the Acceding Party has entered into this Deed of Accession the day and year first written above.

Signed and delivered for and on behalf of:
360 ONE Large Value Fund - Series 2



Name: Ashish Patel

Designation: Authorised Signatory

[Signature page to the Deed of Accession]