

Phone No:	भारत INDIA INDIA NON JUDICIAL	NOV-25-2024 14:23:09
Sold To/Issued To:	SYL NO.16 02-30-1998 H.NO.2-3-512/77/10 SUBBAPU NAGAR AMBERPET HYDERABAD-500013 TELANGANA ऑफिस	₹ 0000200/- ZERO ZERO ZERO ZERO TWO ZERO ZERO
For Whom/ID Proof:	HERITAH GLOBAL P LTD	Agreement 3815267 1732544589434-00065323 3815267 08/2012

NOVATION AGREEMENT

This **NOVATION AGREEMENT** is made and executed on 26th day of November 2024 at Hyderabad, State of Telangana

BY AND BETWEEN

JMK GEC Realtors Private Limited (**CIN:** U70100TG2010PTC067673), a Company incorporated under the Companies Act, 1956 having its registered office at 5-2-223 Gokul Distillery Road, Secunderabad-500003, Telangana, India ("**Novator 1**") which expression shall unless repugnant to the context or meaning thereof mean and include its executors, administrators and permitted assigns.

SDNMKJ Realty Private Limited (**CIN:** U70101TG2010PTC067667), a Company incorporated under the Companies Act, 1956 having its registered office at 5-2-223 Gokul Distillery Road, Secunderabad-500003, Telangana, India ("**Novator 2**") which expression shall unless repugnant to the context or meaning thereof mean and include its executors, administrators and permitted assigns.

(Here both Novator 1 & Novator 2 shall jointly referred to as **Novators**).

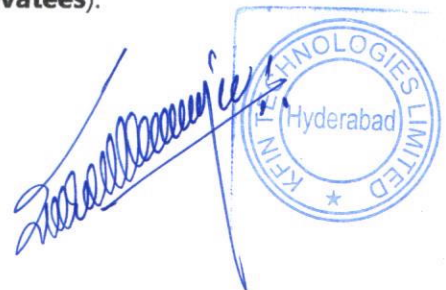
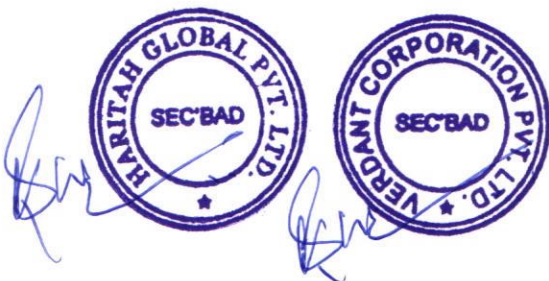
And

Haritah Global Private Limited (**CIN:** U70100TG2010PTC067673), (formerly known as JMKGEC Realtors Private Limited), a Company incorporated under the Companies Act, 1956, having its registered office at Plot No. 24, Sy. No. 157/7 (Part), Seetharam Nagar, Near Diamond Point, Thokatta (Sikh) Village, Picket, Hyderabad, Secunderabad, Telangana, India, 500009 represented by its authorized signatory Mr. Sayed Waseem Akhtar (having its Aadhar card no. 383298703465) ("**Novatee 1**") which expression shall unless repugnant to the context or meaning thereof mean and include its executors, administrators and permitted assigns.

And

Verdant Corporation Private Limited (**CIN:** U70101TG2010PTC067667), (formerly known as SDNMKJ Realty Private Limited) Private Limited, a Company incorporated under the Companies Act, 1956, having its registered office at Plot No. 24, Sy. No. 157/7 (Part), Seetharam Nagar, Near Diamond Point, Thokatta (Sikh) Village, Picket, Secunderabad, Telangana, India, 500009 represented by its authorized signatory Mr. Sayed Waseem Akhtar (vide Aadhar card no. 383298703465) ("**Novatee 2**") which expression shall unless repugnant to the context or meaning thereof mean and include its executors, administrators and permitted assigns.

(Here both Novatee 1 & Novatee 2 shall jointly referred to as **Novatees**).



And

KFin Technologies Limited (bearing CIN: L72400TG2017PLC117649), a Company incorporated under the Companies Act, 1956 having its registered office at Plot no. 31 & 32, Selenium, Tower- B, Serilingampally, Nanakramguda, Financial District, Hyderabad, Telangana 500 032 ("**Company**") which expression shall unless repugnant to the context or meaning thereof mean and include its executors, administrators and permitted assigns.

(**Novators, Novatees and the Company** shall be jointly referred as "**Parties**").

WHEREAS

- A. Initially, the Novators and the Company had entered into a Lease Deed dated July 28th, 2023 (*hereinafter called as "**Lease Deed**"*) wherein Company has taken the demised premises situated at 4th Floor, Selenium Tower, Plot no. 31 & 32, Selenium, Tower- B, Serilingampally, Nanakramguda, Financial District, Hyderabad, Telangana 500 032 on lease from the Novators (*hereinafter called as "**Leased Premises**"*).
- B. Due to change in the name and registered office address of the Novators, the Novators wishes to novate all of their benefits, rights and obligations under the Lease Deed to the Novatees effective from the Novation Agreement date (defined hereinbelow).
- C. Hence, both Novators and Novatees have requested the Company to provide its consent to the novation of the Lease Deed to which Company has agreed as per the terms mentioned hereinbelow. In order to record all details, all the Parties have decided to enter into this Novation Agreement on the terms and conditions mentioned herein below.

NOW THEREFORE, the Parties to this Novation Agreement have agreed to the terms and conditions as detailed below:

1. The effective date of this Novation Agreement shall be **September 1, 2024** (the "**Novation Effective Date**").
2. On and starting the Novation Effective Date:
 - 2.1 The Parties consent to the novation of the Lease Deed in its entirety including with respect to the occupation of the Leased Premised under the Lease Deed all the rights, interests, benefits, obligations and liabilities of Novators has been transferred to the Novatees.
 - 2.2 The Lease Deed shall be deemed to have been entered between the Novatees and the Company and all the references made in the Lease Deed to the Novators shall be deemed to be referenced to Novatees. The Lease Deed in all other respects, will continue on its existing terms.
 - 2.3 It is hereby agreed that the Novators shall not be released from, and acknowledges that it will continue to remain fully liable and responsible to the Company for the performance of



its obligations stated under the Lease Deed (including, but not limited to, any losses, costs, damages, penalties or liabilities arising therefrom) till the Novation Effective Date, to the extent provided under the Lease Deed and to the extent that such liability arises with respect to any period prior to the novation of the Lease Deed under this Novation Agreement.

2.4 The Company acknowledges and consents to the novation of the Lease Deed pursuant to this Novation Agreement by the Novators to the Novatees, and agrees that the Novatees will be solely responsible in respect of all obligations of the Novators under the Lease Deed on and from the Novation Effective Date.

3. No additional obligation on the Company.,

3.1 The Parties understand and agree that the Company shall in no manner incur any additional liability under the Lease deed as a result of entering into this Novation Agreement, including without limitation, to any claim, notice, suit, penalty, taxes, levies, duties, fees or other payments to any third party, Novators or governmental authority.

4. Any notice to be given to the Parties under this Novation Agreement shall be made to the following address:

In case of Novators:

JMK GEC Realtors Private Limited

5-2-223 Gokul Distillery Road,
Secunderabad- 500003,
Telangana, India

Kind Attn : Mr. Sayed Waseem Akhtar
Email :
waseem@modiproperties.com

SDNMKJ Realty Private Limited

5-2-223 Gokul Distillery Road,
Secunderabad- 500003,
Telangana, India

Kind Attn : Mr. Sayed Waseem Akhtar
Email :
waseem@modiproperties.com

In case of Company:

KFin Technologies Limited

Plot no. 31 & 32,
Selenium, Tower- B,
Serilingampally,
Nanakramguda,
Financial District,
Hyderabad,
Telangana 500032, India.

Kind Attn : Mr Sourav Mukherjee
Email :
Sourav.mukherjee@kfintech.com

In case of Novatees:

Haritah Global Private Limited

Plot No. 24, Sy. No. 157/7
(Part), Seetharam Nagar, Near
Diamond Point, Thokatta
(Sikh) Village, Picket,
Hyderabad, Secunderabad,
Telangana, India, 500009

Kind Attn : Mr. Sayed Waseem Akhtar
Email :
waseem@modiproperties.com

Verdant Corporation Private Limited

5-2-223 Gokul Distillery Road,
Secunderabad- 500003,
Telangana, India

Kind Attn : Mr. Sayed Waseem Akhtar
Email :
waseem@modiproperties.com



5. The Parties agree that, except as modified by this Novation Agreement, all other terms and condition of the Lease Deed will continue to apply unchanged, and that the Novators, the Novatees and the Company shall abide by all the terms and conditions of the Lease Deed and this Novation Agreement. Capitalized terms not defined in this Novation Agreement will have the same meaning assigned to the parties in the Lease Deed.
6. In case of any conflict arising in between the contents of the Lease Deed and this Novation Agreement, the contents of this Novation Agreement shall prevail.
7. This Novation Agreement will be governed by the laws of India, and the Parties submit to the exclusive jurisdiction of the courts at Hyderabad, State of Telangana.

NOW THE PARTIES THEREFORE by signing this Novation Agreement do hereby confirm and accept the terms and conditions of this Novation Agreement:

In case of Novators:

JMK GEC Realtors Private Limited



Name: Sayed Waseem Akhtar
Designation: Authorized Signatory

SDNMKJ Realty Private Limited



Name: Sayed Waseem Akhtar
Designation: Authorized Signatory

In case of Company

KFin Technologies Limited



Name: Sourav Mukherjee
Designation: Global Head – PMO&FMS

In case of Novatees

Haritah Global Private Limited



Name: Sayed Waseem Akhtar
Designation: Authorized Signatory

Verdant Corporation Private Limited



Name: Sayed Waseem Akhtar
Designation: Authorized Signatory