



महाराष्ट्र MAHARASHTRA

2023

CN 991181

9 AUG 2024  
दि 09 अगस्त 2024 मु.शु.रक्षेण

दस्तावा प्रकार अशीमि

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिलकतीचे वर्णन प्रथम मुद्रांक रजिस्ट्रार कार्यालय पुणे

मुद्रांक विकत घेणाऱ्याचे नाव

पत्ता पुणे

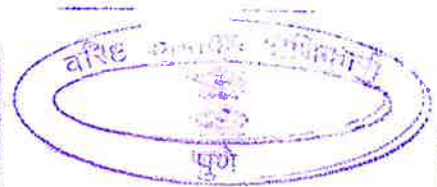
दुसऱ्या पक्षकाराचे नाव

हस्ते व्यक्तीचे नाव व पत्ता

SANGIETAA LOKANDE

परवाना क्र. २२०११२४

मुद्रांक विकत घेणाऱ्याची सही मोडरोज हॉटेल कार्यालय, बंदगाईन रोड, पुणे-१  
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला, सदांचा त्याच कारणासाठी  
खरेदी केल्यापासून ६ महिन्यात कोणते संशयकारक आहे



07 AUG 2024

प्रथम मुद्रांक लिपीकर कोषागार पुणे करिता

This stamp paper forms an integral part of the Deed of Adherence dated 9<sup>th</sup> August, 2024, among Premsagar Infra Realty Private Limited, Genesis Parks LLP, Panchshil Corporate Park Private Limited, Con-Minjewadi Infrastructure Private Limited and Mr. Atul Chordia.



## DEED OF ADHERENCE

This Deed of Adherence ("this Deed") is executed on this 9<sup>th</sup> day of August in the year 2024.

### AMONGST

1. **PREMSAGAR INFRA REALTY PRIVATE LIMITED**, a company duly incorporated and existing under the laws of India and having its registered office at Tech Park One Tower 'E', S.N.191A/2A/2, Next To Don Bosco School, Off Airport Road, Yerwada, Pune – 411006, Maharashtra, executing through Atul Chordia, (hereinafter referred to as the **Transferor** which expression shall include its Group Companies, affiliates, related parties, Directors, associates, sister concerns, successors and permitted assigns) of **THE FIRST PART**

### AND

2. **GENESIS PARKS LLP**, a Limited Liability Partnership incorporated and existing under the laws of India and having its registered office at Office No. 401, 4<sup>th</sup> Floor, Sarosh Bhavan, Dr Ambedkar Road, Pune 400001, Maharashtra, executing through Dr. Cyrus Soli Poonawalla, Designated Partner, (hereinafter referred to as the **Genesis**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its partners, Investor, Group Companies, Affiliates, Related Parties, successors, legal representatives and permitted assigns) **THE SECOND PART;**

### AND

3. **PANCHSHIL CORPORATE PARK PRIVATE LIMITED**, a company duly incorporated and existing under the laws of India and having its registered office at Tech Park One Tower 'E', S.N.191A/2A/2, Next To Don Bosco School, Off Airport Road, Yerwada, Pune – 411006, Maharashtra, executing through Atul Chordia, (hereinafter referred to as the Company which expression shall include its Group Companies, associates, sister concerns, Related Parties, Directors, successors and permitted assigns) of **THE THIRD PART**



4. **EON-HINJEWADI INFRASTRUCTURE PRIVATE LIMITED** , a company duly incorporated and existing under the laws of India and having its registered office at Tech Park One Tower 'E', S.N.191A/2A/2, Next To Don Bosco School, Off Airport Road, Yerwada, Pune – 411006, Maharashtra, executing through Atul Chordia, (hereinafter referred to as the **Transferee** which expression shall include its Group Companies, affiliates, related parties, Directors, associates, sister concerns, successors and permitted assigns) of **THE FIRST PART**

**AND**

5. Mr Atul Chordia, s/o Mr Ishwardas Chordia, residing at 37/1, Ghorpadi, Next to ABC Farms, Pune 411 036, Age – Adult, Occupation - Business, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors, legal representatives and permitted assigns) **THE FOURTH PART**

**WHEREAS**

A. Premsagar, Genesis, Mr.Atul Chordia and the Company (**“Original Parties”**) have entered into a Joint Venture Agreement dated 10<sup>th</sup> May 2013 (**“the JOINT VENTURE AGREEMENT”**)

B. In accordance with the terms of the Joint Venture Agreement, the Transferring Party (as defined above) is permitted to Transfer its Securities to the Affiliate/Transferee, subject to the Affiliate/Transferee executing a deed of adherence to the Joint Venture Agreement.

C. The Affiliate/Transferee ( as the case may be) is an Affiliate/Transferee of the (Original Parties) (**“the Transferring Party”**) to whom the Transferring Parry has Transferred Securities and/or assigned rights under the Joint Venture Agreement and is now executing this Deed as required under the Joint Venture Agreement.



**NOW THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:**

**1. Definitions and Interpretations**

1.1 Capitalized terms used but not defined in this Deed shall, unless the context otherwise requires have the respective meaning ascribed thereto in the Joint Venture Agreement.

**2. Consent to the terms of the Investment Agreement**

2.1 The Affiliate/Transferee covenants, undertakes and agrees with the original parties that by its execution of this Deed it shall become a party to the Joint Venture Agreement and that it shall be bound by all the rights, duties and obligations of any nature whatsoever cast upon the transferring Party under the Joint Venture Agreement and all rights available and obligations applicable to the Transferring Party under the Joint Venture Agreement and shall assume, keep, observe and perform duly and punctually, all the terms, covenants, undertakings, agreements, provisions and conditions in the Joint Venture Agreement.

2.2 The Affiliate/Transferee hereby confirms to the Transferring Party and the other Original parties that it has received a copy of the Joint Venture Agreement and that all provisions relating to its rights duties and obligations of any nature whatsoever under the Joint Venture Agreement are incorporated by reference herein and deemed to be part of this Deed to the same extent as if such provisions had been set forth in their entirety herein.

**3. Representations and Warranties**

The Affiliate/Transferee represents and warrants that in execution of this Deed has been duly authorized and that such execution or compliance with its terms will not now or at any time in the future, conflict with or result in breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under any agreement or other instrument they have executed or by which they are bound or violate any of the terms and provisions of its statutory documents or any judgement, decree or order or any statute, rule or regulation applicable to it.



4. **Governing Law and Jurisdiction**

This Deed shall be governed in all respects by the Laws of India (without reference to its conflict of Laws provisions) and subject to exclusive jurisdiction of Pune Courts.

*(the space kept black intentionally)*



**IN WITNESS WHEREOF**, the parties have entered into this Agreement the day and year first above written.

For **PREMSAGAR INFRA REALTY PRIVATE LIMITED**

  
(Authorised Signatory )

For **GENESIS PARKS LLP**

  
(Designated Partner)



For **PANCHSHIL CORPORATE PARKS PRIVATE LIMITED**

  
(Authorised Signatory )

For **EON-HINJEWADI INFRASTRUCTURE PRIVATE LIMITED**

  
(Authorised Signatory )



**Atul Chordia**