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मुद्रांक विकत घेणाऱ्याची नाव यरसि गुटे

पत्ता Eon - Hinewadi

दुसऱ्या पक्षकाराचे नाव 2421 Halibon Hill

हस्ते व्यक्तीचे नाव व परता Same

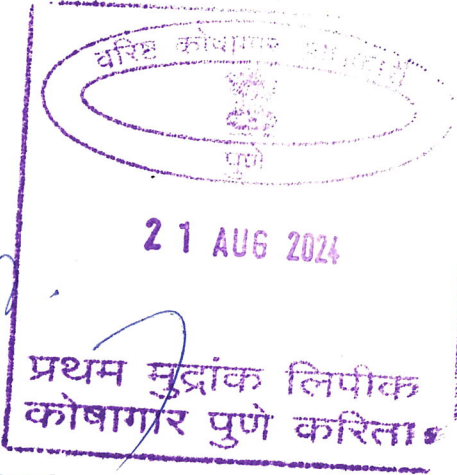
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ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक विकत घेणाऱ्यास महिन्यात वापरणे बंधनकारक आहे



THIS STAMP PAPER FORMS AN INTEGRAL PART OF AMENDMENT AGREEMENT TO JOINT VENTURE AGREEMENT

AMENDMENT AGREEMENT TO JOINT VENTURE AGREEMENT

This Amendment Agreement (“**Amendment Agreement**”) to the joint venture agreement dated May 10, 2013 (“**JV Agreement**”) by and between Genesis Parks LLP, Premsagar Infra Realty Private Limited, Panchshil Corporate Park Private Limited and Mr. Atul Chordia (collectively, “**JV Parties**”) is executed on this 26th day of August 2024 (“**Amendment Execution Date**”) by and between:

1. **GENESIS PARKS LLP**, a Limited Liability Partnership incorporated and existing under the laws of India and having its registered office at Office No. 401, 4th Floor, Sarosh Bhavan, Dr Ambedkar Road, Pune 400001, Maharashtra, executing through Dr. Cyrus Soli Poonawalla, Designated Partner, (hereinafter referred to as “**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) of **THE FIRST PART**.

AND

2. **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 “**EHIPL**” which expression shall include its Group Companies, affiliates, related parties, Directors, associates, sister concerns, successors and permitted assigns) of **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**;

AND

4. **MR ATUL CHORDIA**, s/o Mr Ishwardas Chordia, residing at 37/1, Ghorpadi, Next to ABC Farms, Pune 411036, 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) of **THE FOURTH PART**;

Genesis, EHIPL, the Company and Mr. Atul Chordia are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The JV Parties had entered into the JV Agreement to regulate the relationship of the Parties as shareholders of the Company and setting out the rights and obligations of the Parties in respect of the management and governance of the Company and certain other matters in connection therewith, by virtue of their respective shareholding.
- B. Premsagar has transferred 100% (one hundred percent) of Equity Shares held by it in the Company to EHIPL vide share purchase agreement dated August 6, 2024, executed between Premsagar, EHIPL and the Company. In furtherance of the same, the JV Parties and EHIPL have executed a deed of adherence to this Agreement, in terms of this

Agreement, through which EHIPL has inter alia assumed all rights and obligation applicable to Preamsagar under this Agreement.

- C. The Parties now wish to amend the JV Agreement through this Amendment Agreement, in accordance with Clause 26(c) (*Amendments, Remedies and Waivers*) of the JV Agreement.
- D. This Amendment Agreement shall form a part of the JV Agreement and shall be co-terminus with the JV Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** Capitalized terms used in this Amendment Agreement, but not defined hereunder shall have the meaning set out in the JV Agreement.
- 1.2 **Interpretation:** The rules of interpretation as set out in Clause 1.2 of the JV Agreement shall *mutatis mutandis* apply to this Amendment Agreement. All references to Preamsagar Infra Realty Private Limited shall be replaced with and read to mean EHIPL.

2. EFFECTIVE DATE AND TERM

This Amendment Agreement shall come into effect on the Amendment Execution Date, and the term of the Amendment Agreement shall be co-terminus with the JV Agreement.

3. AMENDMENTS TO THE JV AGREEMENT

- 3.1 Clause 5.2 of the JV Agreement shall be deleted in its entirety and replaced with the following:

5.2 Constitution of the JV Committee

The JV Committee shall consist of 5 (five) members, with 3 members being nominated by EHIPL and 2 (two) members being nominated by the Genesis Group.

- 3.2 Clause 5.6 of the JV Agreement shall be deleted in its entirety and replaced with the following:

5.6 Decisions of the JV Committee

All decisions of the JV committee shall be taken by majority vote of the members of the JV Committee.

- 3.3 Clause 6.1 (b) of the JV Agreement shall be deleted in its entirety and replaced with the following:

(b) The Parties hereby agree that both EHIPL and Genesis shall have the right to nominate equal number of Directors (50% each) on the Board of Directors of the Company. Each Party, viz., Genesis and EHIPL shall be free to nominate any Director on the Board of the Company and the Company shall comply with all provisions including the Act to appoint the nominees as Directors on the Board of the Company. The Parties agree that a director nominated by EHIPL shall have a casting vote in the event of equality of votes in favor and opposition of a matter being considered by the Board of Directors.

- 3.4 Clause 6.6 (b) of the JV Agreement shall be deleted in its entirety and replaced with the following:

(b) The quorum for a meeting of the Board shall be at least 2/3d of the total strength of the Board (any fraction being rounded off to one) or 2 Directors (whichever is higher). Upon Genesis nominating any Director/s on the Board of the Company, the quorum of the Company shall be complete only if at least one Director nominated by Genesis and one Director nominated by EHIPL attends the meeting. In the absence of a quorum at a duly convened meeting within 1 (one) hour of the appointed time for such meeting, the Board meeting shall be adjourned and reconvened at the same time and place 7 (seven) days thereafter ("First Adjourned Meeting"). The Directors present at the First Adjourned Meeting shall constitute valid quorum.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 Each of the Parties hereby severally represents and warrants, that:

- (a) it has the power and authority to execute, deliver and perform this Amendment Agreement; and
- (b) the Amendment Agreement has been duly and validly executed by it and constitutes legal, valid and binding obligations of it, enforceable against it in accordance with its terms.

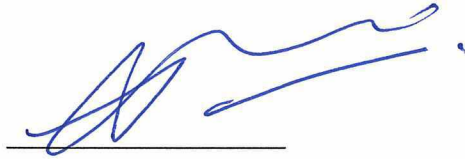
5. MISCELLANEOUS

- 5.1 The Parties hereby agree that this Amendment Agreement (a) forms an integral part of the JV Agreement; (b) shall be read as a whole together with the JV Agreement; and (c) constitutes the entire agreement between the Parties solely with respect to the subject matter hereof to the exclusion of all other prior agreements, or understandings and assurances, relating to such subject matter either written or oral.
- 5.2 The provisions of this Amendment Agreement shall modify the JV Agreement only to the limited extent set out herein. Except as specifically and expressly provided under this Amendment Agreement, all other provisions of the JV Agreement shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on Parties thereto and hereto.
- 5.3 The provisions of Clause 9 (*Termination and Default*), Clause 17 (*Confidentiality and Non-Disclosure*), Clause 18 (*Dispute Resolution, Governing Law and Jurisdiction*), Clause 20 (*Severability*), and Clause 21 (*Notices*) of the JV Agreement shall apply *mutatis mutandis* to this Amendment Agreement and shall be deemed to be incorporated herein by reference, provided references therein, to the extent applicable and unless the context otherwise requires, to the JV Agreement shall be deemed to include references to this Amendment Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Amendment Agreement, and all the original copies hereto, on the date first above written.

For and on behalf of **Panchshil Corporate Park Private Limited**

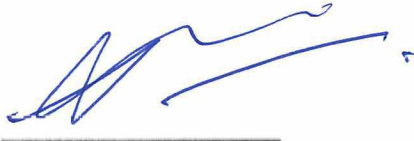


Name: Atul Chordia
Title: Director

This signature page forms a part of the Amendment Agreement to the Joint Venture Agreement dated May 10, 2013, executed between Panchshil Corporate Park Private Limited, Eon-Hinjewadi Infrastructure Private Limited, Genesis Parks LLP and Mr. Atul Chordia.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Amendment Agreement, and all the original copies hereto, on the date first above written.

For and on behalf of **Eon-Hinjewadi Infrastructure Private Limited**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

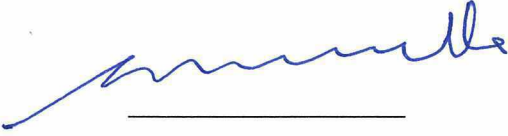
Name: Atul Chordia

Title: Director

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For and on behalf of **Genesis Parks LLP**

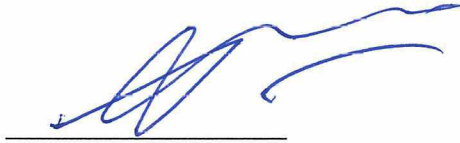


Name:Poonawalla
Title:Dr. Cyrus Soli
Poonawalla

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IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Amendment Agreement, and all the original copies hereto, on the date first above written.

For and on behalf of **Mr. Atul Chordia**



Name: Atul Chordia

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