

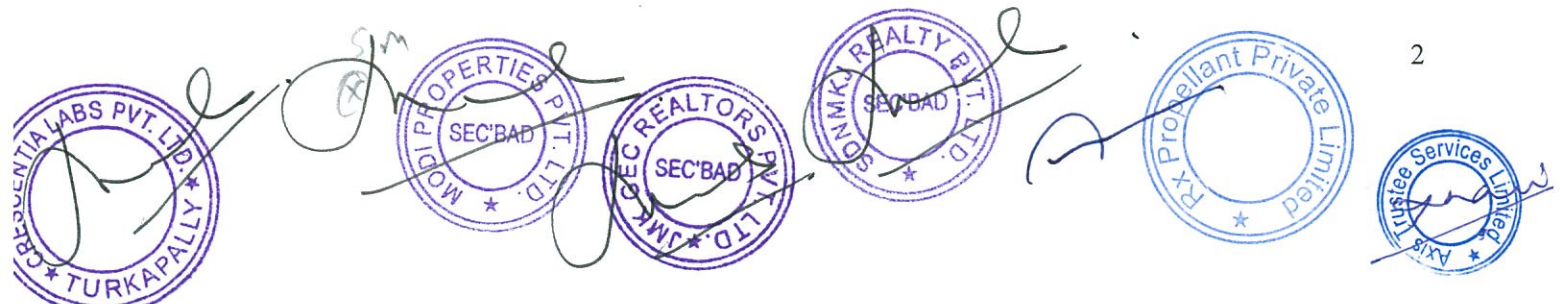
collectively referred to as "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Company, Promoter Companies and the Subscriber have executed a Debenture Subscription Agreement dated April 24, 2023 and First Addendum to Debenture Subscription Agreement dated January 17, 2024 (Collectively, "**OCD Agreement**") for the purposes of issuance and allotment of OCDs by the Company to the Subscriber, subject to and in accordance with the terms and conditions provided thereunder.
- B. Pursuant thereto, the Parties have executed a Debenture Trust Deed dated April 24, 2023 ("**DTD**"), to *inter alia* record / confirm (as applicable) the various terms, conditions, and stipulations as well as the Company's obligations in respect of remuneration of the Trustee and all costs, charges, expenses, and other monies in connection with, and the terms and conditions of, appointment of Debenture Trustee, and creation, maintenance, and enforcement of Security.
- C. Pursuant to Clause 20.1.3 of the OCD Agreement, the Company now intends to avail a term loan of INR 30,00,00,000 (Indian Rupees Thirty Crore) ("**TCL Loan**") from Tata Capital Limited (earlier Tata Capital Financial Services Limited), a public company incorporated under the Companies Act, 1956, with corporate identification number, U65990MH1991PLC060670 (hereinafter referred to as "**TCL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), pursuant and subject to the term sheet dated [December 08, 2023] issued by the TCL and accepted by the Company ("**Term Sheet**"). The Company intends to utilise the TCL Loan solely and exclusively for the purposes of completion of Project GV-1.
- D. As per the Term Sheet, the Company is required to *inter alia* (i) create a first and exclusive charge GV-1 Land and all buildings and constructions constituting Project GV-1 (collectively, "**GV-1 Property**"), in favour of the TCL, and (ii) amend the existing charge created in favour of Debenture Trustee by the Company, *vide* Mortgage Deed, on the GV-1 Property to a second charge on GV-1 Property.
- E. In view of the foregoing, the Company has approached the Subscriber and the Debenture Trustee in respect of the aforesaid amendments to charge created by the Company on the GV-1 Property, *vide* a request letter dated December 11, 2023 and January 24, 2024.

Pursuant to discussions, (i) the Subscriber, *vide* its letter dated December 14, 2023, and (ii) the Debenture Trustee, *vide* its email dated January 24, 2024, have provided their approval to the Company to amend the first charge created by the Company on the GV-1 Property by way of the Mortgage Deed, to a second charge to be created by the Company in favour of the Debenture Trustee on GV-1 Property, for the purposes of securing the redemption of OCDs and performance of the terms and conditions of the Transaction Documents.

- F. In addition to the above, the Subscriber, *vide* its letter dated December 14, 2023, has confirmed



its acceptance to the *aforementioned* amendment of charge on the GV-1 Property, subject to *inter alia* (i) continuance of the Security Interest created on the Collateral including Pledged Shares, without any amendment or variation whatsoever, and (ii) the Debenture Trustee and TCL sharing a first ranking *pari passu* charge on GV-1 Property upon receipt of occupancy certificate from the Governmental Authorities for Project GV-1, and the same has been accepted by the Company.

G. Pursuant to discussions, the Parties now intend to amend the DTD in the manner set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions.** Capitalized terms used but not defined in this Amendment Agreement, including in the recitals above, shall have the meanings ascribed to such terms in the DTD.

1.2. **Interpretation.** The principles of interpretation set out in Clause 1.2 (*Interpretation*) of the DTD shall apply *mutatis mutandis* to this Amendment Agreement.

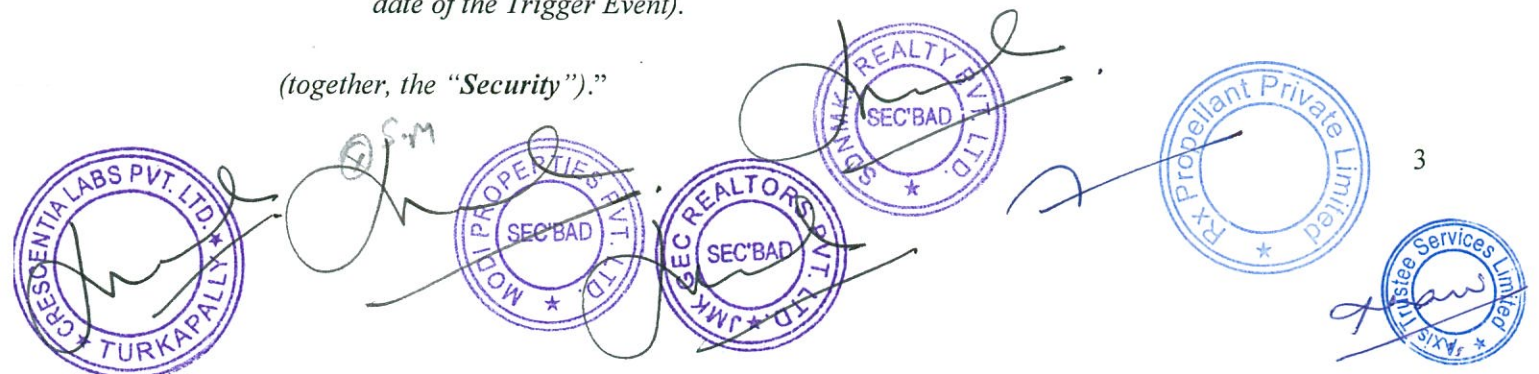
2. AMENDMENT TO THE DTD

2.1. Recital III of the DTD shall be amended and replaced in its entirety with the following:

“III. One of the terms of the issue of the Initial OCDs (as defined below) is that the redemption of the principal amount of the Initial OCDs, payment of coupon/interest, and all costs, charges, expenses and other monies payable by the Company in respect of the Initial OCDs or the conversion of the Initial OCDs, including the Secured Obligations (as defined below), as the case may be and the performance of the obligations of the Company under the OCD Agreement shall be secured by the creation of the Security Interest (as defined below) in favour of the Debenture Trustee for the benefit of the Subscriber, by way of:

- (a) creating first ranking and exclusive pledge on 100% (one hundred percent) of the Equity Shares (as defined below) of the Promoter Companies held in the Company (“Share Pledge”); and*
- (b) creating a second ranking, exclusive charge by way of mortgage on GV-1 Property (as defined below) till the date of the Trigger Event (as defined below); and*
- (c) upon occurrence of Trigger Event, amending the aforementioned second ranking charge in order to create a first charge by way of mortgage on the GV-1 Property, ranking pari passu with the charge created in favour of TCL (as defined below) (if subsisting as on date of the Trigger Event).*

(together, the “Security”).”



- 2.2. In Clause 1.1(Definitions) of the DTD, the following definitions shall be included after Clause 1.1.38:

“1.1.39, “Trigger Event” shall mean receipt of occupancy certificate from Governmental Authorities with respect to Project GV-1.

1.1.40. “TCL” shall mean Tata Capital Limited (earlier Tata Capital Financial Services Limited), a public company incorporated under the Companies Act, 1956, with corporate identification number, U65990MH1991PLC060670.

1.1.41. “GV-1 Property” means and includes (a) GV-1 Land, and (b) all buildings and constructions constituting Project GV-1.”

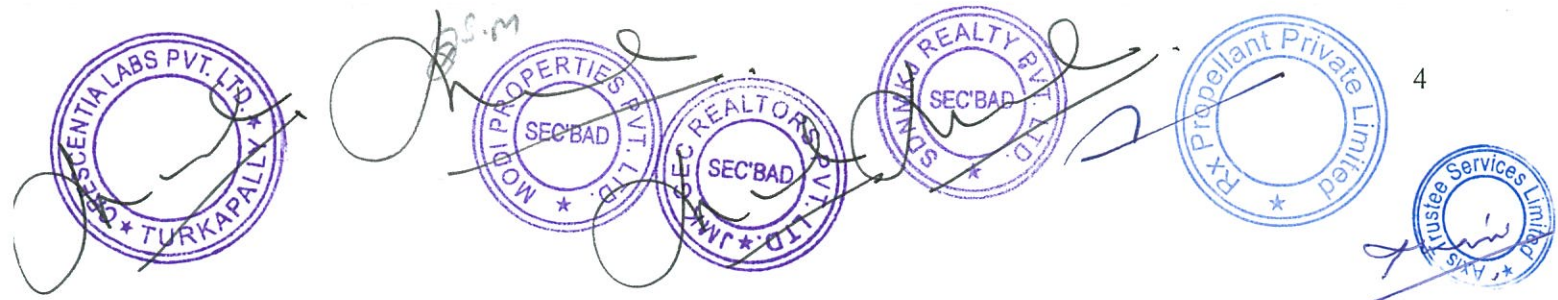
- 2.3. Clause 16.2 (Trust of the Security) of the DTD shall be amended and replaced in its entirety with the following:

“All the powers and provisions contained in or implied by these presents shall, notwithstanding anything contained herein or arising by virtue thereof or except in consultation with the Trustee, be (a) pari passu with those of the existing Encumbrances, and (b) subject to Encumbrances ranking superior to the Security created pursuant to these presents, which are created by the Company at any time subject to the Transaction Documents, and the same shall not be exercised or enforced by the Trustee hereunder so as to in anyway prejudice the rights and interests of the existing security holders under their existing securities or such superior ranking security holders, and except with the prior approval and consent of such security holders.”

- 2.4. The following Clause 54 (Restrictions on Rights of the Trustee) shall be inserted in the DTD after Clause 53 (Miscellaneous):

“54. Restrictions on Rights of the Trustee

The Parties agree that notwithstanding anything to the contrary contained in this DTD and other Transaction Documents, all rights and obligations of the Trustee pertaining to GV-1 Property, including rights under Clause 12 (Power Of Trustee To Permit The Company To Deal With The Security), Clause 13 (Events of Default and Remedies), Clause 14 (Enforcement of Security), Clause 16 (Trust of the Security), Clause 27 (Power Of Trustee To Appoint Receiver), and Clause 31 (Power of Trustee Upon Execution Being Levied) herein, shall be subject to the rights available under Applicable Law to any security holder holding a superior ranking charge over GV-1 Property than the Trustee, provided that (a) such superior ranking charge is created by the Company subject to the terms and conditions of the Transaction Documents and with the prior written consent of the Subscriber and Trustee, and (b) the rights are exercised by such security holder in accordance with the contractual agreement, if any, executed among the Parties and the

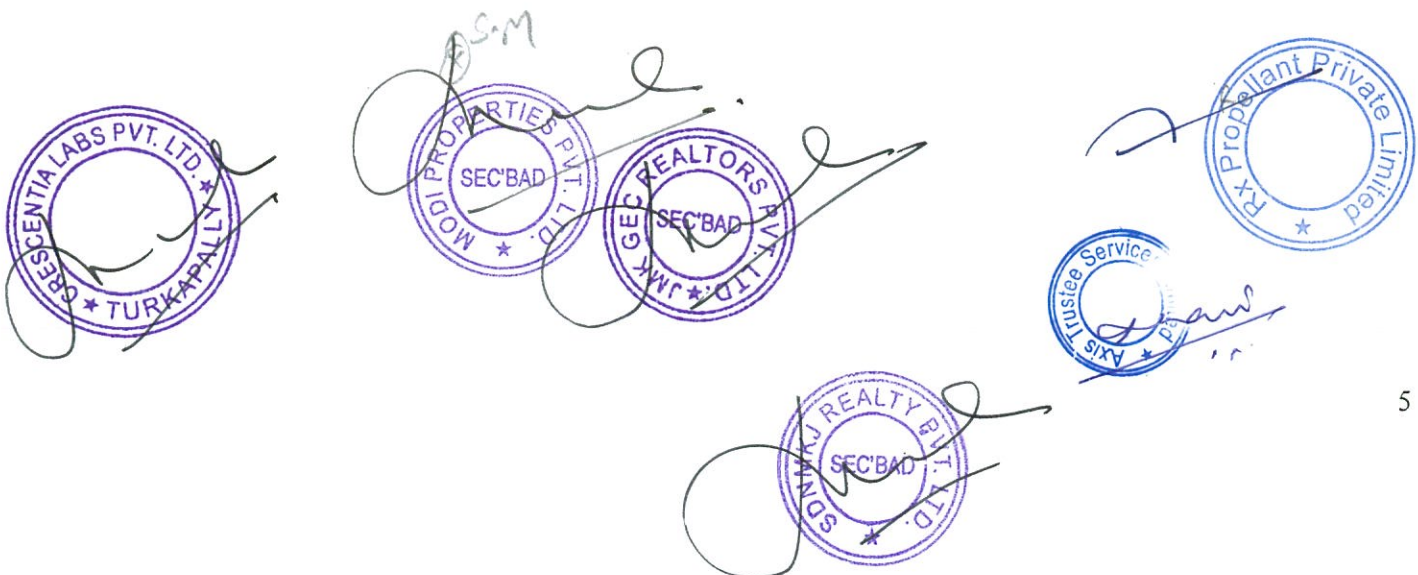


security holder with respect to enforcement of such rights by the security holder, pursuant to Section 48 of the Transfer of Property Act, 1882.”

- 2.5. The Second Schedule of the DTD shall be amended and replaced in its entirety with the Second Schedule annexed hereto.

3. MISCELLANEOUS

- 3.1. This Amendment Agreement shall form an integral part of the DTD. All references to the DTD will be deemed to constitute references to the DTD as amended by this Amendment Agreement.
- 3.2. The details of the Parties, for the purposes of the DTD, shall be considered updated in terms of and by virtue of this Amendment Agreement. The Parties agree, undertake, and confirm that except as specifically and expressly amended by this Amendment Agreement, all the terms, conditions, representations, warranties, covenants, and other provisions of the DTD are and shall continue to be in full force and effect in accordance with their respective terms and shall continue to remain applicable and binding on the Parties.
- 3.3. The Company shall undertake all such actions as may be reasonably required by the Subscriber and / or the Debenture Trustee for the purposes of execution of (a) Security Documents for creation / amendment of Security as contemplated under the DTD, as amended by this Amendment Agreement, and ensure performance of the terms thereof, and (b) any inter-se agreements with TCL, for the purposes of enforcement of Security, in the form and manner required by the Subscriber.
- 3.4. In the event of conflict between the terms of this Amendment Agreement and the provisions of the DTD in respect of the subject matter of this Amendment Agreement, the provisions of this Amendment Agreement shall prevail to the extent of such inconsistency.
- 3.5. This Amendment Agreement shall be governed by the provisions set forth in Clause 52 (*Governing Law and Jurisdiction*) of the DTD.
- 3.6. Each Person signing this Amendment Agreement on behalf of a Party warrants that he has the requisite authority to sign this Amendment Agreement on behalf of that Party.

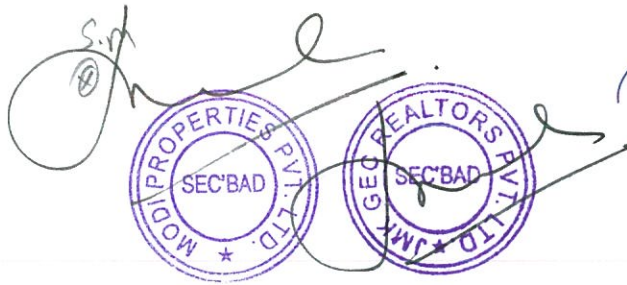


THE FIRST SCHEDULE ABOVE REFERRED TO

DETAILS OF PROMOTER COMPANIES

1. **JMK GEC Realtors Private Limited**, a private limited company incorporated under the provisions of the Companies Act, 1956, with the corporate identification number U70100TG2010PTC067673 and its registered office at 5-2-22, Gokul Distillery Road, Secunderabad – 500003, represented herein by its authorised signatory Soham Satish Modi, Director.
2. **SDNMKJ Realty Private Limited**, a private limited company incorporated under the provisions of the Companies Act, 1956, with the corporate identification number U70101TG2010PTC067667 and its registered office at 5-2-22, Gokul Distillery Road, Secunderabad – 500003, represented herein by its authorised signatory Soham Satish Modi, Director.
3. **Modi Properties Private Limited**, a private limited company incorporated under the provisions of the Companies Act, 1956, with the corporate identification number U65993TG1994PTC017795 and its registered office at 5-4-187/3&4, Soham Mansion, 2nd floor, M.G. Road, Secunderabad – 500003, represented herein by its authorised signatory Soham Satish Modi, Director.

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THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Security)

Part A

Description of GV-1 Land

All that part and parcel of land measuring 1.80 Acres (Acres 1-32 Guntas) bearing Plot No. 15-B, in Survey Nos. 230 to 243, situated at MN Park, Phase-I, Turkapally village, Shamirpet mandal, Medchal–Malkajgiri district, Telangana, India, and bounded as follows:

North: 6 Meter access to common transformer belongs to MN Park

South: M/s Genome Valley Tech Parks and Incubators Pvt. Ltd. (Plot No. 15A)

East: 9 Meter access to common Transformer belongs to MN Park

West: Internal Road of MN Park

Part B

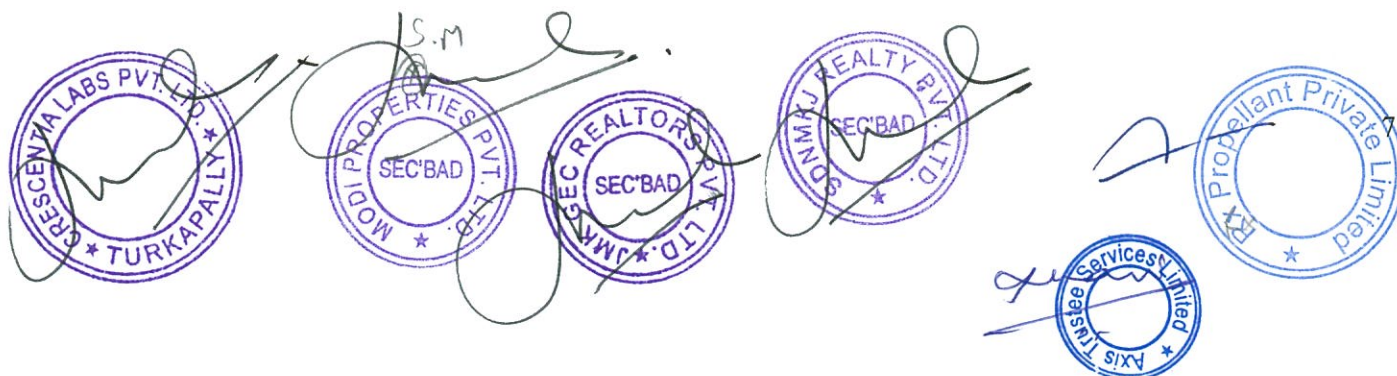
Description of Project GV-1

All that part and parcel of immovable property being a life-sciences research and development industrial park, measuring 1,35,696 square feet of leasable area, constructed on land measuring 1.80 Acres (Acres 1-32 Guntas) bearing Plot No. 15-B, in Survey Nos. 230 to 243, situated at MN Park, Phase-I, Turkapally village, Shamirpet mandal, Medchal–Malkajgiri district, Telangana, India.

Part C

Description of Pledged Shares

S. No.	Name of Pledgor	Number of Equity Shares held	Face Value Per Share (in Rs.)	Percentage of Equity Shares held
1.	Modi Properties Private Limited	10,000	10	20%
2.	JMK GEC Realtors Private Limited	20,000	10	40%
3.	SDNMKJ Realty Private Limited	20,000	10	40%
Total		50,000	N/A	100.00%

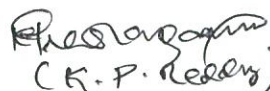


IN WITNESS WHEREOF, the Parties hereto executed this Amendment Agreement on the date mentioned hereinabove, in the manner hereinafter appearing.

SIGNED AND DELIVERED BY **JMK GEC REALTORS PRIVATE LIMITED**, by the hand of its authorised representative appointed pursuant to the resolution of its board of directors passed on 24th Day of January, 2024 thereof in the presence of:




1.K Prabhakar Reddy


(K.P. Reddy)

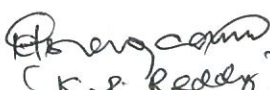
2.Sandhya Rani Sama


S. Sandhya

SIGNED AND DELIVERED BY **SDNMKJ REALTY PRIVATE LIMITED**, by the hand of its authorised representative appointed pursuant to the resolution of its board of directors passed on 24th Day of January, 2024 thereof in the presence of:




1. Prabhakar Reddy


(K.P. Reddy)

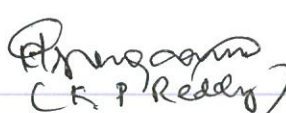
2. Sandhya Rani Sama


S. Sandhya

SIGNED AND DELIVERED BY **MODI PROPERTIES PRIVATE LIMITED**, by the hand of its authorised representative appointed pursuant to the resolution of its board of directors passed on 24th Day of January, 2024 thereof in the presence of:




1.K Prabhakar Reddy


(K.P. Reddy)

2.Sandhya Rani Sama


S. Sandhya

SIGNED AND DELIVERED BY **CRESCENTIA LABS PRIVATE LIMITED**, by the hand of its authorised representative appointed pursuant to the resolution of its board of directors passed on 24th Day of January, 2024 thereof in the presence of:




1.K Prabhakar Reddy

K. P. Reddy
(K. P. Reddy)

2.Sandhya Rani Sama

S. Sandhya
S. Sandhya

SIGNED AND DELIVERED BY **AXIS TRUSTEE SERVICES LIMITED**, in its capacity as Debenture Trustee by the hand of its authorised representative Mr. Hari Babu Lalpet in the presence of:

For Axis Trustee Services Limited

Hari Babu Lalpet
Authorised Signatory

1. K Prabhakar Reddy

K. P. Reddy
(K. P. Reddy)

2. Sandhya Rani Sama

S. Sandhya
S. Sandhya

SIGNED AND DELIVERED BY **RX PROPELLANT PRIVATE LIMITED**, by the hand of its authorised representative appointed pursuant to the resolution of its board of directors passed on 05th day of February, 2024 thereof in the presence of:

Rx
urindhavi
Rx Propellant Private Limited

1. K Prabhakar Reddy

K. P. Reddy
(K. P. Reddy)

2. Sandhya Rani Sama

S. Sandhya
S. Sandhya