

Phone No:
Sold To/Issued To:
Ramesh
For Whom/ID Proof:
Crescentia labs



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Agreement
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AMENDMENT TO THE SHARE PLEDGE AGREEMENT

This amendment agreement ("Amendment Agreement") to the Share Pledge Agreement dated April 24, 2023 is entered into on this 22nd day of February, 2024 at Hyderabad:

BY AND AMONG

MODI PROPERTIES PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, with the corporate identification number, U65993TG1994PTC017795, and having its registered office at 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad, Hyderabad – 500003 (hereinafter referred to as "**Pledgor 1**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;

AND

SDNMKJ REALTY PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, with the corporate identification number U70101TG2010PTC067667, and having its registered office at #5-2-223, Gokul Distillery Road, Secunderabad, Hyderabad – 500003 (hereinafter referred to as "**Pledgor 2**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

JMK GEC REALTORS PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, with the corporate identification number, U70100TG2010PTC067673, and having its registered office at #5-2-223, Gokul Distillery Road, Secunderabad, Hyderabad – 500003 (hereinafter referred to as "**Pledgor 3**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**;

AND

CRESCENTIA LABS PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 2013, with the corporate identification number, U24100TG2007PTC055759, having its registered office at Plot No. 15-B, MN Park Phase-I, Survey No. 230 to 243 Turkapally, Shamirpet, Medchal, Malkajgiri District, Hyderabad – 500078 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns) of the **FOURTH PART**;

IN FAVOUR OF

AXIS TRUSTEE SERVICES LIMITED, a company incorporated under the Companies Act, 1956, with the corporate identification number U74999MH2008PLC182264 and having its registered office at



Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400025 and corporate office at The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai- 400028 (hereinafter referred to as “**Debenture Trustee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIFTH PART**;

FOR THE BENEFIT OF

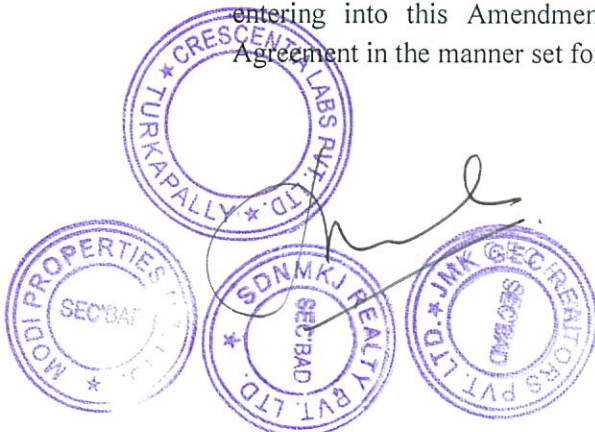
RX PROPELLANT PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 2013, having its registered office at Sy. No. 403/1 (old), 120 (new), 4th Floor, Niharika Jubilee One, Road No. 1, Jubilee Hills, Hyderabad – 500033, (hereinafter referred to as “**Subscriber**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SIXTH PART**.

*Pledgor 1, Pledgor 2 and Pledgor 3 are hereinafter collectively referred to as “**Pledgors**”, and individually as “**Pledgor**”. The Pledgors and the Company are hereinafter collectively referred to as, “**Borrower Parties**”.*

*The Borrower Parties, Debenture Trustee and Subscriber are referred hereinafter collectively as, “**Parties**” and individually as a “**Party**”.*

WHEREAS:

- A. The Parties executed a Share Pledge Agreement dated April 24, 2023 (“**Original Agreement**”) by way of which the Pledgors secured the Initial OCDs and Subscribed Series C OCDs, as and when they are subscribed to by the Subscriber in terms of the OCD Agreement, and the performance of their obligations contained therein, by a first ranking, sole and exclusive charge by way of Pledge over their respective portion of the Pledged Shares in favour of a debenture trustee appointed for the benefit of the Subscriber.
- B. Subsequently, the Company requested for certain additional funds and the Subscriber infused such funds, and the parties have entered into Addendum to Debenture Subscription Agreement on 17 January, 2024 to record the amendment to Debenture Subscription Agreement dated 24 January, 2023.
- A. Accordingly, the Parties have agreed to amend the Original Agreement. As such, the Parties are entering into this Amendment Agreement for recording the amendments to the Original Agreement in the manner set forth herein, and other terms connected therewith.



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 OCD Agreement.
- 1.2. **Interpretation.** The principles of interpretation set out in Clause 1.3 (*Interpretation*) of the Share Pledge Agreement shall apply *mutatis mutandis* to this Amendment Agreement.

2. AMENDMENT TO THE TERMS OF THE OCD AGREEMENT

- 2.1. In Clause 1.1 (*Definitions*) of the OCD Agreement, the following definitions shall be modified:

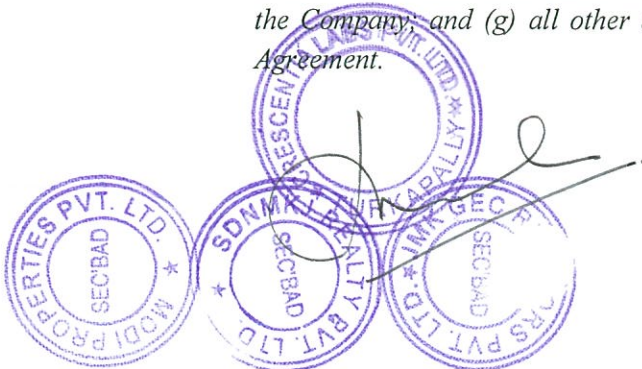
1.1.10 "Debenture Trust Deed" means the debenture trust deed dated April 24, 2023, Amendment to Debenture Trust Deed dated February 05, 2024 and as may be further amended and executed from time to time among the Parties;

1.1.25 "OCD Agreement" means the debenture subscription agreement dated April 24, 2023, Addendum to the debenture subscription agreement dated January 17, 2024, Amendment to the debenture subscription agreement dated February 05, 2024 and as may be further amended and executed from time to time among the Parties;

1.1.34 "Series B Subscription Amount" shall have the same meaning assigned to it under the OCD Agreement;

1.1.32 "Series B OCD" means and refers to 14,285 (fourteen thousand two hundred and eighty five) plus 3,414 (three thousand four hundred fourteen) unlisted, secured, redeemable and transferable optionally convertible debentures of the Company, each having a face value of INR 7,000 (Indian Rupees Seven Thousand), issued to, and subscribed by the Subscriber in terms of the OCD Agreement; and

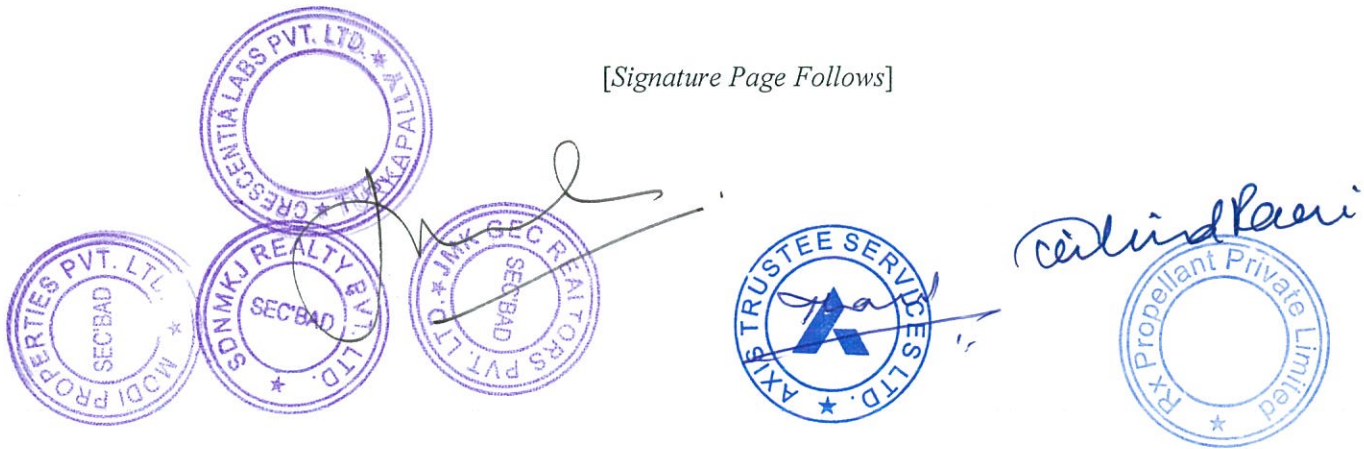
1.1.42 "Transaction Documents" mean (a) Share Purchase Agreement dated April 24, 2023, (b) OCD Agreement as amended from time to time (c) Debenture Trust Deeds as amended from time to time (d) Debenture Trustee Agreement, (e) Memorandum of Deposit of Title Deeds dated April 24, 2023 and Amended and Restated Memorandum of Deposit of Title Deeds dated February 09, 2024 executed by the Company in favour of the Debenture Trustee; (f) Declaration dated April 24, 2023 and Declaration dated February 09, 2024, issued by Mr. Soham Satish Modi, director of the Company; and (g) all other agreements executed among the Parties pursuant to the OCD Agreement.



3. MISCELLANEOUS

- 3.1 This Amendment Agreement shall come into effect from the date of execution of this Amendment Agreement. This Amendment Agreement shall form an integral part of the Original Agreement. All references to the Original Agreement will be deemed to constitute references to the Original Agreement as amended by this Amendment Agreement.
- 3.2 The details of the Parties, for the purposes of the Original Agreement, 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 Original Agreement 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 In the event of conflict between the terms of this Amendment Agreement and the provisions of the Original Agreement in respect of the subject matter of this Amendment Agreement, the provisions of this Amendment Agreement shall prevail to the extent of such inconsistency.
- 3.4 This Amendment Agreement shall be governed by the provisions set forth in Clause 17.1 (*Governing Law and Jurisdiction*) and clause 17.2 (*Dispute Resolution*) of the Original Agreement.
- 3.5 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.

[Signature Page Follows]



IN WITNESS WHEREOF, each of the Parties has caused this Amendment Agreement to be duly executed by their duly authorised representatives on the Execution Date.

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 05th Day of January, 2024



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 05th Day of January, 2024



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 05th Day of January, 2024



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 05th Day of January, 2024



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



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 April 21, 2023.

Handwritten signature: uilind Kumar



Witnesses:

1. *[Signature]*

2. *[Signature]*