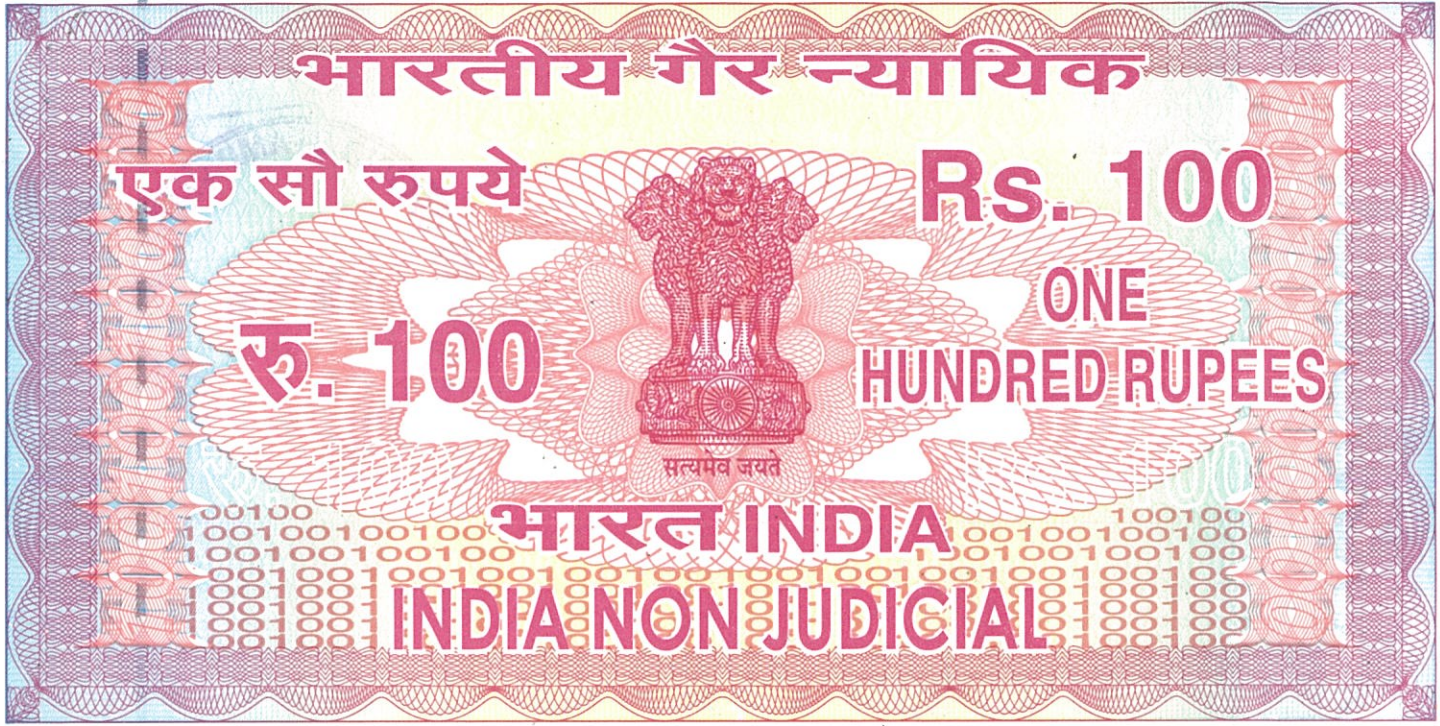
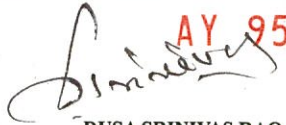




తెలంగాణ తెలంగాణ TELANGANA

Tran Id: 240117191424662742
Date: 17 JAN 2024, 07:16 PM
Purchased By:
Y ANJIAH
S/o Y LINGAIAH
R/o HYDERABAD
For Whom
CRESCENTIA LABS PRIVATE LIMITED,


AY 951823
DUSA SRINIVAS RAO
LICENSED STAMP VENDOR
Lic. No. 23/98
Ren.No. 23/23
12-11-696, WARASIGUDA,
SECUNDERABAD
Ph 9247420863

FIRST ADDENDUM TO DEBENTURE SUBSCRIPTION AGREEMENT

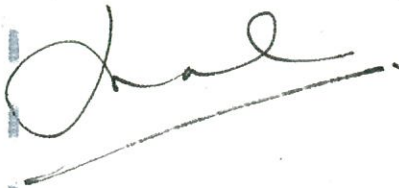
This first amendment to the debenture subscription agreement dated April 24, 2023("Addendum") is made on January 17, 2024, at Hyderabad, Telangana, India,

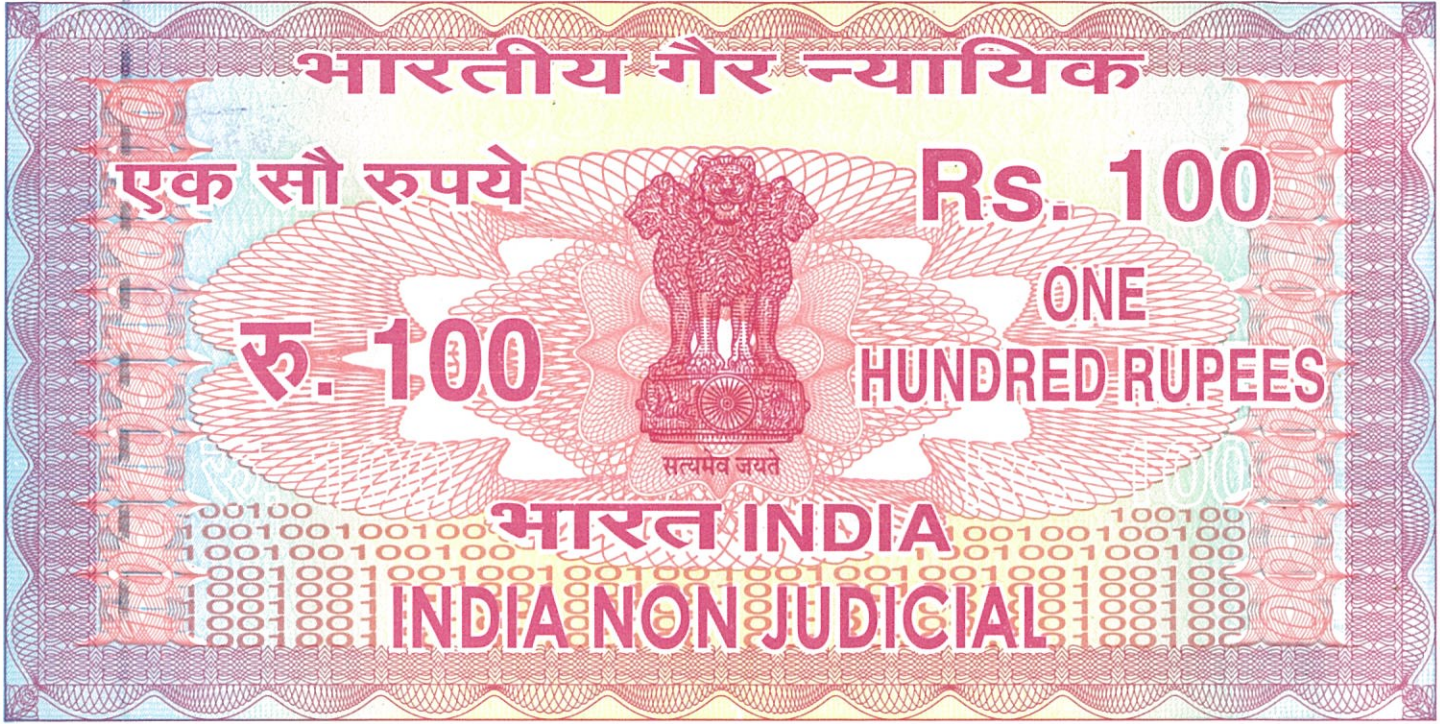
BY AND AMONG

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

AND

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 – 500 033 (hereinafter referred to as "**Subscriber**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);





తెలంగాణ తెలంగాణ TELANGANA

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CRESCENTIA LABS PRIVATE LIMITED,

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DUSA SRINIVAS RAO
LICENSED STAMP VENDOR
Lic. No. 23/98
Ren.No. 23/23
12-11-696, WARASIGUDA,
SECUNDERABAD
Ph 9247420863

AND

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, Telangana, India, represented herein by its authorised signatory, Mr. Soham Satish Modi (hereinafter referred to as “MPPL”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

AND

SDNMKJ REALTY PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, having its registered office at #5-2-223, Gokul Distillery Road, Secunderabad, Hyderabad – 500003 (hereinafter referred to as “SDNMKJ”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);



AND

JMK GEC REALTORS PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, having its registered office at #5-2-223, Gokul Distillery Road, Secunderabad, Hyderabad – 500003 (hereinafter referred to as “**JMKGEC**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

MPPL, SDNMKJ, JMKGEC are hereinafter collectively referred to as the “Promoter Companies” and individually as a “Promoter Company”.

The Company, the Subscriber and the Promoter Companies are hereinafter collectively referred to as “Parties” and individually as a “Party”.

WHEREAS:

- A. The Parties executed a debenture subscription agreement dated April 24, 2023 (“**Original Agreement**”) by way of which the Company raised funds for *inter alia* its business purposes, by way of issuance and allotment of secured OCD on a private placement basis to the Subscriber in the manner set out therein and the Transaction Documents.
- B. Subsequently, the Company has requested for certain additional funds and the Subscriber has accepted to provide such funds to be utilised by the Company as envisaged herein.
- C. Accordingly, the Parties have agreed to amend the Original Agreement. As such, the Parties are entering into this Addendum for recording the addendum 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 Addendum, including in the recitals above, shall have the meanings ascribed to such terms in the Original Agreement.
- 1.2. **Interpretation.** The principles of interpretation set out in Clause 1.3 (*Interpretation*) of the Original Agreement shall apply *mutatis mutandis* to this Addendum.

2. ADDENDUM TO ORIGINAL AGREEMENT

- 2.1. The definition of Series B OCD at Clause 1.1.51 of the Original Agreement hereby stands replaced and shall now read as:

“**Series B OCD**” means and refer to an aggregate of 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), having such terms as provided under Part II (*Series B OCD*) of Schedule 2 (*Terms of Issue of OCDs*).”



- 2.2. The definition of Series B Subscription Amount at Clause 1.1.52 of the Original Agreement hereby stands replaced and shall now read as:

“Series B Subscription Amount” means an aggregate amount of INR 9,99,95,000 (Indian Rupees Nine Crores Ninety-Nine Lakhs Ninety Five Thousand) and INR 2,38,98,000 (Indian Rupees Two Crores Thirty Eight Lakhs Ninety Eight Thousand) to be paid by the Subscriber for subscription to the Series B OCD under this Agreement”

- 2.3. The Clause 3.1.5 is hereby added to clause 3.1 (Initial OCDs) of Clause 3 (Subscription of OCDs; Terms of Issue). Clause 3.1.5 stands included as follows:

“The Subscriber shall pay an amount of INR 2,38,98,000 (Indian Rupees Two Crores Thirty-Eight Lakhs Ninety Eight Thousand) to the Company. The aforementioned amounts shall form part of the Series B Subscription Amount and shall be considered towards further issuance of Series B OCDs. Within 10 days from the date of receipt of the aforementioned amount, the Company shall issue a private placement offer in compliance with the terms of the Original Agreement and the applicable provisions of the Act, inviting the Subscriber to subscribe to additional Series B OCDs.

- 2.4. All other terms governing Series B OCD as per the Original Agreement shall continue to apply to additional Series B OCD issued and subscribed to pursuant to this Addendum.

3. MISCELLANEOUS

- 3.1. This Addendum shall come into effect from the date of execution of this Addendum. This Addendum 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 Addendum.
- 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 Addendum. The Parties agree, undertake, and confirm that except as specifically and expressly amended by this Addendum, 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 Addendum and the provisions of the Original Agreement in respect of the subject matter of this Addendum, the provisions of this Addendum shall prevail to the extent of such inconsistency.
- 3.4. This Addendum shall be governed by the provisions set forth in Clause 21.5 (*Governing Law and Jurisdiction*) and clause 21.6 (*Dispute Resolution*) of the Original Agreement.
- 3.5. Each Person signing this Addendum on behalf of a Party warrants that he has the requisite authority to sign this Addendum on behalf of that Party.



[Signature page follows]

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

**FOR AND ON BEHALF OF CRESCENTIA
LABS PRIVATE LIMITED**



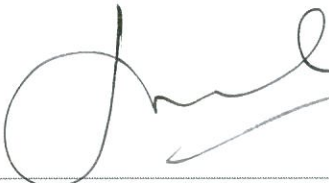
Name: Soham Satish Modi
Designation: Director
Date: 17.01.2024

**FOR AND ON BEHALF OF SDNMKJ
REALTY PRIVATE LIMITED**



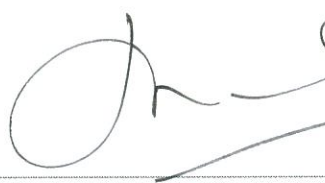
Name: Soham Satish Modi
Designation: Director
Date: 17.01.2024

**FOR AND ON BEHALF OF MODI
PROPERTIES PRIVATE LIMITED**



Name: Soham Satish Modi
Designation: Managing Director
Date: 17.01.2024

**FOR AND ON BEHALF OF JMK GEC
REALTORS PRIVATE LIMITED**



Name: Soham Satish Modi
Designation: Director
Date: 17.01.2024

**FOR AND ON BEHALF OF RX
PROPELLANT PRIVATE LIMITED**



Name: Milind Ravi
Designation: Chief Executive Officer
Date: 17.01.2024

