

Phone No:

Sold To/Issued To:

Ramesh

For Whom/ID Proof:

CRESCENTIALABS P LTD

HYDERABAD
SYLNO16-02-30-1998
H.NO2-3-512/27/0
SURABH NAGAR
HYDERABAD 500013
TELANGANA
భారతీయ నోన్ జుడిషియల్

भारत INDIA
INDIA NON JUDICIAL



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Agreement
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SECOND ADDENDUM TO DEBENTURE SUBSCRIPTION AGREEMENT

This second amendment to the debenture subscription agreement dated 24 April 2023 ("Addendum") is made on 8 January 2025, 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);

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);

AND

VERDANT CORPORATION PRIVATE LIMITED (Formerly SDNMKJ REALTY PRIVATE LIMITED), a private limited company incorporated under the Companies Act, 1956, having its registered office at Plot No. 24, Sy. No. 157/7 (Part), Seetharam Nagar, Near Diamond Point, Thokatta (Sikh) Village, Picket, Hyderabad, Secunderabad, Telangana, India, 500009 (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

HARITAH GLOBAL PRIVATE LIMITED (Formerly JMK GEC REALTORS PRIVATE LIMITED), a private limited company incorporated under the Companies Act, 1956, having its registered office at Plot No. 24, Sy. No. 157/7 (Part), Seetharam Nagar, Near Diamond Point, Thokatta (Sikh) Village, Picket, Hyderabad, Secunderabad, Telangana, India, 500009 (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).

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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 24 April 2023 ("**DSA**") 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. Pursuant thereto, the Parties entered into an addendum dated 17 January 2024 ("**First Addendum**"). The DSA and the First Addendum shall collectively be referred to as Original Agreement.
- C. During the course of discussions, the Parties have mutually agreed to a lumpsum amount chargeable as the Delay Penalty Amount.
- D. 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

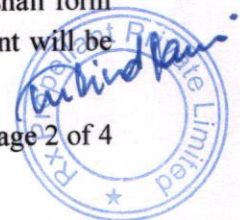
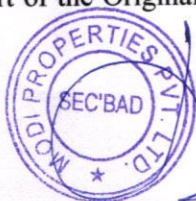
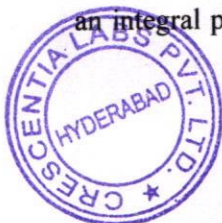
- 1.1. **Definitions.** Capitalized terms used but not defined in this Addendum, including in the recitals above, shall have the meanings ascribed to such terms in the Original Agreement.
- 1.2. **Interpretation.** The principles of interpretation set out in Clause 1.3 (*Interpretation*) of the Original Agreement shall apply *mutatis mutandis* to this Addendum.

2. ADDENDUM TO ORIGINAL AGREEMENT

The Parties agree that the Delay Penalty Amount shall be a lumpsum amount of Rs. 1,00,00,000 (Indian Rupees One Crore Only) which will be adjusted against the Seller Companies' Closing Consideration under the Share Purchase Agreement dated 24 April 2024.

3. MISCELLANEOUS

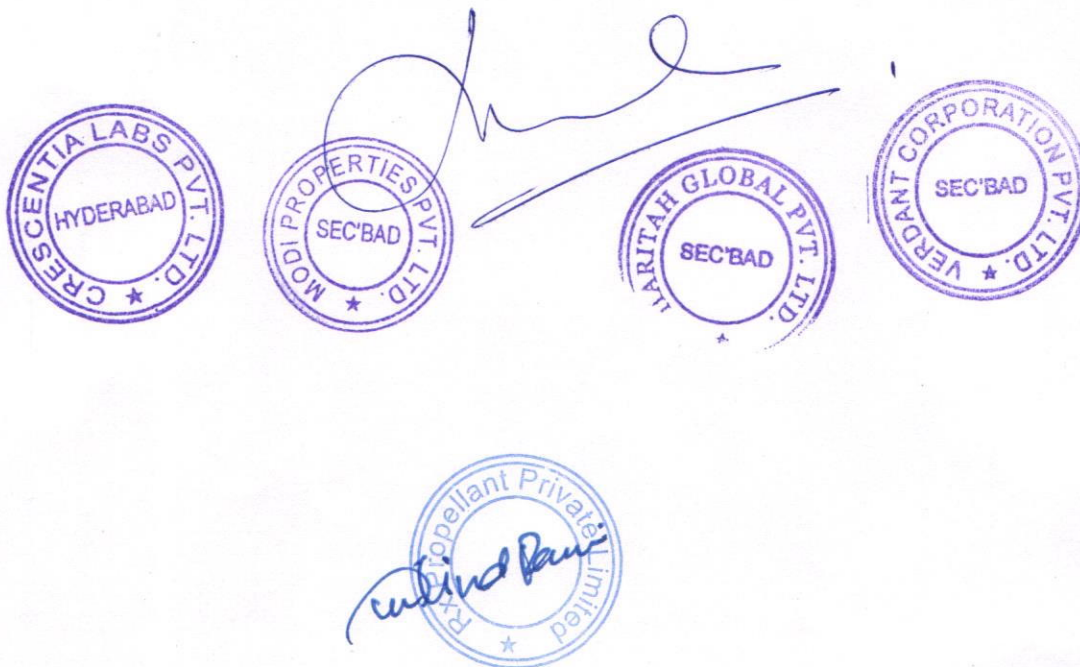
- 3.1. This Addendum shall come into effect from 12 December 2024. This Addendum shall form an integral part of the Original Agreement. All references to the Original Agreement will be



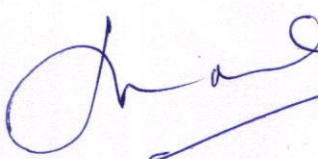
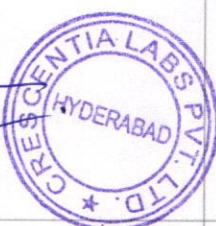
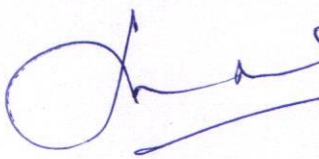
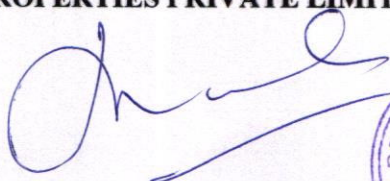
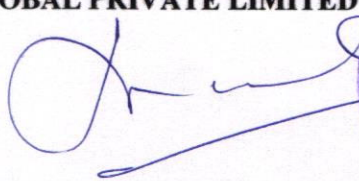
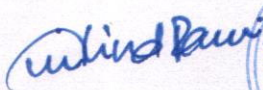
deemed to constitute references to the Original Agreement as amended by this Addendum.

- 3.2. The 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 DSA.
- 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  	FOR AND ON BEHALF OF VERDANT CORPORATION PRIVATE LIMITED  
Name: Soham Satish Modi Designation: Director Date: 8 January 2025	Name: Soham Satish Modi Designation: Director Date: 8 January 2025
FOR AND ON BEHALF OF MODI PROPERTIES PRIVATE LIMITED  	FOR AND ON BEHALF OF HARITAH GLOBAL PRIVATE LIMITED  
Name: Soham Satish Modi Designation: Managing Director Date: 8 January 2025	Name: Soham Satish Modi Designation: Director Date: 8 January 2025
FOR AND ON BEHALF OF RX PROPELLANT PRIVATE LIMITED  	
Name: Milind Ravi Designation: Chief Executive Officer Date: 8 January 2025	