



INDIA NON JUDICIAL



Government of Andhra Pradesh

IN-AP16473776359947Y

e-Stamp

Certificate No. : IN-AP16473776359947Y
Certificate Issued Date : 15-Sep-2026 11:36 AM
Account Reference : SHCIL (FI)/ apshcil01/ AP-VKP/ AP-VKP/appookums
DDO Code : 27002308001 O/o IG R
Unique Doc. Reference : SUBIN-APAPSHCIL0111652391059718Y
Purchased by : GREEN ASIA IMPEX LIMITED P V RAMARAO P MEENAKSHI
Description of Document : Article 6(C) Agreement In any other case
Property Description : UNDERWRITING AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : GREEN ASIA IMPEX LIMITED P V RAMARAO P MEENAKSHI
Second Party : IFSL
Paid By (For Whom) : GREEN ASIA IMPEX LIMITED P V RAMARAO P MEENAKSHI
Stamp Duty Amount(Rs.) : 700
(Seven Hundred only)



Please write or type below this line

ADDENDUM TO THE UNDERWRITING AGREEMENT

This Addendum to the Underwriting Agreement (this "Addendum") is entered into on September 15, 2026, at Unguturu, Tadepalligudem, and amends the Underwriting Agreement dated February 18, 2026 (the "Underwriting Agreement"), by and among:

BY AND AMONGST:

GREEN ASIA IMPEX LIMITED, a Company registered under the provisions of the Companies Act, 2013, as amended, and having its registered office at RS.No. 677/2A1, Unguturu(V) &(M), Eluru District, Vungoturu (West Godavari), Andhra Pradesh – 534411, India (hereinafter referred to as "GAIL" or the "Issuer" or the "Company") of the **FIRST PART**;

AND

PASUPULETI VENKATA RAMA RAO, an Indian citizen and residing at D-38, Mokkarala, Green Meadows, Ganesh Nagar, Tadepalligudem, West Godavari – 534217, Andhra Pradesh, India (hereinafter referred to as the "Promoter Selling Shareholder – 1") of the **SECOND PART**;

For Green Asia Impex Ltd.

Managing Director



FTH 0007328851

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shrestamp.com' or using e-Stamp Mobile App of Stock Holding.
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AND

PASUPULETI MEENAKSHI, an Indian citizen and resident of D-38, Mokkarala, Green Meadows, Ganesh Nagar, Tadepalligudem, West Godavari – 534217, Andhra Pradesh, India (hereinafter referred to as the “Promoter Selling Shareholder – 2”) of the **THIRD PART**;

(Promoter Selling Shareholder – 1 and Promoter Selling Shareholder – 2 are hereinafter collectively referred to as the “Promoter Selling Shareholders” or “Selling Shareholders”);

AND

INDORIENT FINANCIAL SERVICES LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at B/805, Rustomjee Central Park, Andheri Kurla Road, Chakala, Mumbai – 400093, Maharashtra, India (hereinafter referred to as “IFSL” or the “Book Running Lead Manager” or the “Underwriter”) of the **FOURTH PART**;

The Issuer Company, the Promoter Selling Shareholders and the Underwriter are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A. The Parties have entered into an Underwriting Agreement dated February 18, 2026 (the “Original Agreement”) in relation to the initial public offering of equity shares of face value ₹10 each of the Company (the “Equity Shares”), comprising a fresh issue of Equity Shares aggregating up to ₹6,500.00 Lakhs (the “Original Fresh Issue”) and an offer for sale of such number of Equity Shares aggregating up to ₹600.00 Lakhs by the Promoter Selling Shareholders (the “Original Offer for Sale”), together comprising a total offer size of up to ₹7,100.00 Lakhs, which was underwritten in full (100%) by IFSL as sole Underwriter.
- B. Subsequent to the execution of the Original Agreement, the Company has undertaken a pre-IPO placement of its Equity Shares on a private placement basis, on account of which the Company and the Promoter Selling Shareholders, in consultation with the Book Running Lead Manager, have determined to revise the size of the Fresh Issue from up to ₹6,500.00 Lakhs to up to ₹5,310.00 Lakhs.
- C. Concurrently, the Company and the Promoter Selling Shareholders, in consultation with the Book Running Lead Manager, have determined to revise the size of the Offer for Sale from up to ₹600.00 Lakhs to up to ₹700.00 Lakhs, such increase of ₹100.00 Lakhs to be contributed by the Promoter Selling Shareholders, such that the Offer for Sale of ₹700.00 Lakhs shall comprise ₹370.00 Lakhs by Promoter Selling Shareholder – 1 and ₹330.00 Lakhs by Promoter Selling Shareholder – 2.
- D. Pursuant to the revisions set out in Recitals (B) and (C) above, the total size of the Offer stands revised from up to ₹7,100.00 Lakhs to up to ₹6,010.00 Lakhs, and the Parties wish to record consequential amendments to the underwriting obligations of IFSL under the Original Agreement, on the terms set out in this Addendum.
- E. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Original Agreement.

NOW THEREFORE, IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS FOLLOWS:

For Green Asia Impex Ltd.


Managing Director







1. **AMENDMENT TO RECITAL (A)**

Recital (A) of the Original Agreement is hereby deleted and replaced in its entirety with the following:

“(A) The Company and the Promoter Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹10 each of the Company (the “Equity Shares”), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹5,310.00 Lakhs (the “Fresh Issue”) and an offer for sale of such number of Equity Shares aggregating up to ₹700.00 Lakhs by the Promoter Selling Shareholders (the “Offer for Sale”, and together with the Fresh Issue, the “Offer”), of which Promoter Selling Shareholder – 1 shall offer Equity Shares aggregating up to ₹370.00 Lakhs and Promoter Selling Shareholder – 2 shall offer Equity Shares aggregating up to ₹330.00 Lakhs, in accordance with the Companies Act, 2013 (the “Companies Act”) and the rules made thereunder, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “ICDR Regulations”) and other applicable laws, rules and regulations in force in India (as defined herein), at such price as may be determined by the Company and the Promoter Selling Shareholders in consultation with the Book Running Lead Manager through the book building process under the ICDR Regulations (the “Offer Price”). The Offer is being made to eligible investors including Qualified Institutional Buyers, Non-Institutional Investors and Retail Individual Investors in accordance with the ICDR Regulations and other Applicable Laws. The Equity Shares are proposed to be listed on the SME Platform of the National Stock Exchange of India Limited (“NSE EMERGE”), subject to receipt of requisite approvals.”

2. **AMENDMENT TO CLAUSE 2.1**

Clause 2.1 of the Original Agreement, including the table of underwriting obligations set out therein, is hereby deleted and replaced in its entirety with the following:

Name of Underwriters	Amount Underwritten (in ₹ lakhs)	% of the Total Offer Size Underwritten
Indorient Financial Services Limited	Up to ₹6,010.00	100.00%
Total	Up to ₹6,010.00	100.00%

3. **AMENDMENT TO CLAUSE 2.9**

Clause 2.9 of the Original Agreement is hereby deleted and replaced in its entirety with the following:

“2.9 If the Offer of up to ₹6,010.00 Lakhs is undersubscribed, Indorient Financial Services Limited being the Underwriter for such portion shall be responsible to subscribe/ procure subscription to the unsubscribed shares to the extent of its obligation detailed under Clause 2.1 of this Agreement. However, provided that such obligation shall not exceed the amount mentioned in Clause 2.1 above.”

4. **AMENDMENT TO CLAUSE 10**

In Clause 10 of the Original Agreement, under the notice details for the Book Running Lead Manager, the following detail shall be deleted and replaced with the following:

INDORIENT FINANCIAL SERVICES LIMITED

B-805, Rustomjee Central Park, Andheri Kurla Road, Chakala,
Mumbai 400 093, Maharashtra, India

Telephone: + 91 79772 12186

Email: compliance-ifs1@indorient.in / amina@indorient.in

Attention: Amina Khan



4. **CONTINUATION OF OTHER TERMS**

For Green Asia Impex Ltd.


Managing Director





Save and except as expressly amended by this Addendum, all other terms, conditions, representations, warranties, covenants and provisions of the Original Agreement shall continue to remain in full force and effect, and are hereby ratified and confirmed by the Parties. In the event of any inconsistency between the terms of this Addendum and the Original Agreement, the terms of this Addendum shall prevail to the extent of such inconsistency.

5. GOVERNING LAW AND JURISDICTION

This Addendum shall be governed by, and construed in accordance with, the laws of the Republic of India, and shall be subject to the same governing law, jurisdiction and arbitration provisions as set out in Clauses 15 and 16 of the Original Agreement.

6. COUNTERPARTS

This Addendum may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Addendum is executed as of the date first written above.

SIGNED for and on behalf of Green Asia Impex Limited


Name: Pasupuleti Venkata Ramarao
Designation: Managing Director
DIN: 00280599
Date: 15 September 2026

SIGNED by the PROMOTER SELLING SHAREHOLDER – 1


Name: Pasupuleti Venkata Ramarao
Date: 15 September 2026

SIGNED by the PROMOTER SELLING SHAREHOLDER – 2


Name: Pasupuleti Meenakshi
Date: 15 September 2026

SIGNED for and on behalf of Indorient Financial Services Limited


Name: AMINA KHAN
Designation: Director
DIN: 09188423

Date: 15 September, 2026

