



INDIA NON JUDICIAL

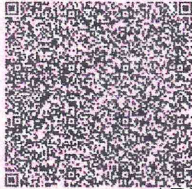


Government of Andhra Pradesh

IN-AP16476327401569Y

e-Stamp

Certificate No. : IN-AP16476327401569Y  
Certificate Issued Date : 15-Sep-2026 11:39 AM  
Account Reference : SHCIL (FI)/ apshcil01/ AP-VKP/ AP-VKP/appookums  
DDO Code : 27002308001 O/o IG R  
Unique Doc. Reference : SUBIN-APAPSHCIL0111664573411266Y  
Purchased by : GREEN ASIA IMPEX LIMITED  
Description of Document : Article 6(C) Agreement In any other case  
Property Description : MONITORING AGENCY AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : GREEN ASIA IMPEX LIMITED  
Second Party : BRICKWORK RATINGS INDIA PRIVATE LIMITED  
Paid By (For Whom) : GREEN ASIA IMPEX LIMITED  
Stamp Duty Amount(Rs.) : 700  
(Seven Hundred only)



## ADDENDUM TO THE MONITORING AGENCY AGREEMENT

Please write or type below this line

This Addendum to the Monitoring Agency Agreement (this "Addendum") is entered into on 15<sup>th</sup> September 2026, at Unguturu, Tadepalligudem, and amends the Monitoring Agency Agreement dated February 18, 2026 (the "Monitoring Agency Agreement"), by and among:

**GREEN ASIA IMPEX LIMITED**, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at RS.No. 677/2A1, Unguturu(V) & (M), Eluru District, Vunguturu (West Godavari), Andhra Pradesh – 534411, India, (hereinafter referred to as the "Issuer" or the "Company", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

**BRICKWORK RATINGS INDIA PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956, and having its registered office at 3rd Floor, Raj Alkaa Park, Kalena Agrahara, Bannerghatta Road, Bangalore-560076, in the capacity of monitoring agency appointed in terms of SEBI Regulations ("BWR", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

The Company and BWR are hereinafter individually referred to as a "Party" and collectively as the "Parties".

**For Green Asia Impex Limited**

Managing Director

FH 0007328848

## Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The stamp certifying the authenticity is on the verso of the certificate.
4. This stamp certifying the authenticity is on the verso of the certificate.
5. In case of any discrepancy please inform the Competent Authority.

## WHEREAS:

- A. The Parties had entered into a Monitoring Agency Agreement dated February 18, 2026 (the “**Original Agreement**”), pursuant to which the Company appointed BWR, and BWR agreed to act, as the Monitoring Agency to monitor the use of the Gross Proceeds of the initial public offering of Equity Shares of the Company (the “**Offer**”), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹6,500.00 Lakhs (the “**Original Fresh Issue**”) and an offer for sale of Equity Shares aggregating up to ₹600.00 Lakhs by the Promoter Selling Shareholders (the “**Original Offer for Sale**”), on the terms and subject to the conditions set out in the Original Agreement.
- B. The Company has, subsequent to the execution of the Original Agreement, undertaken a pre-IPO placement (private placement) of Equity Shares. Consequently, the Company and the Promoter Selling Shareholders now propose to revise the size of the Offer, such that: (i) the fresh issue is proposed to be reduced from up to ₹6,500.00 Lakhs to up to ₹5,310.00 Lakhs (the “**Revised Fresh Issue**”); and (ii) the offer for sale is proposed to be increased from up to ₹600.00 Lakhs to up to ₹700.00 Lakhs (the “**Revised Offer for Sale**”), with the increase of ₹100.00 Lakhs in the Revised Offer for Sale to be undertaken by the Promoter Selling Shareholders, such that the Offer for Sale of ₹700.00 Lakhs shall comprise up to ₹370.00 Lakhs by Pasupuleti Venkata Ramarao and up to ₹330.00 Lakhs by Pasupuleti Meenakshi.
- C. The Parties accordingly wish to amend the Original Agreement to reflect the Revised Fresh Issue and the Revised Offer for Sale, on the terms set out in this Addendum.
- D. Save and except as expressly amended by this Addendum, all other terms and conditions of the Original Agreement shall continue to remain in full force and effect.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, covenants, and agreements set forth herein, the Parties hereby agree as follows:

### 1. Amendments to the Original Agreement

- 1.1 Amendment to Recital A. Recital A of the Original Agreement is hereby deleted in its entirety and replaced with the following:

*“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, 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”) 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.”*

- 1.2 Revised Offer for Sale – allocation among Promoter Selling Shareholders. The increase in the Offer for Sale from ₹600.00 Lakhs to ₹700.00 Lakhs shall be undertaken by the Promoter Selling Shareholders in the following manner:

| Promoter Selling Shareholder | Revised amount under the Offer for Sale |
|------------------------------|-----------------------------------------|
| Pasupuleti Venkata Ramarao   | Up to ₹370.00 Lakhs                     |
| Pasupuleti Meenakshi         | Up to ₹330.00 Lakhs                     |
| Total                        | Up to ₹700.00 Lakhs                     |

**For Green Asia Impex Limited**

  
**Managing Director**

- 1.3 Consequential amendments. All other references to the "Fresh Issue", the amount of ₹6,500.00 Lakhs, the "Offer for Sale" and the amount of ₹600.00 Lakhs appearing elsewhere in the Original Agreement, including in any recitals, definitions or other provisions, shall stand amended and shall be read and construed to mean ₹5,310.00 Lakhs and ₹700.00 Lakhs, respectively, and shall be deemed to be amended accordingly.
- 1.4 No other change. Save and except as expressly amended by this Addendum, all other terms, conditions, definitions and provisions of the Original Agreement, including the rights, duties, obligations and indemnities of the Parties thereunder, shall remain unchanged and continue to be in full force and effect.

## 1. Amendment to Definitions & Interpretation

Section 1 (Definitions and Interpretation) of the Original Agreement is hereby amended as set out below:

- The following definition is inserted in Section 1.1 of the Original Agreement:  
**"SEBI ICDR Regulations"** shall mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- The following definition of "Selling Shareholders" is inserted in Section 1.1 of the Original Agreement:  
**"Selling Shareholders"** or **"Promoter Selling Shareholders"** shall mean Pasupuleti Venkata Ramarao and Pasupuleti Meenakshi.
- The definition of "Offer Document" in Section 1.1 of the Original Agreement is deleted in its entirety and replaced with the following:  
**"Offer Document"** shall mean the Draft Red Herring Prospectus ("DRHP") filed with the Stock Exchange, the Red Herring Prospectus and the Prospectus to be filed by the Company with the Registrar of Companies (RoC), SEBI and/or the Stock Exchange in respect of the Offer.

## 2. Amendment to Issue Monitoring Account Mechanics

Section 2.1 (Establishment of Issue Monitoring Account) of the Original Agreement is amended as follows:

- Designation for Fresh Issue:** The Company will establish a designated account, which will be titled the **"Issue Monitoring Account"**.
- Source Account Correction:** The Gross Proceeds shall be deposited into the Issue Monitoring Account from the **Public Offer Account**, opened in terms of the Banker to the Offer Agreement, in place of the reference to "escrow accounts".
- Information Sharing:** The following provision is added to the end of Clause 2.1:  
*"For this purpose, the Company shall explicitly share the bank account statements of both the Public Offer Account and the Issue Monitoring Account with the Monitoring Agency on a regular and timely basis."*

## 3. Amendments to Documentation and Reporting Timelines

- Auditor Certificate Content:** Section 2.2(a) of the Original Agreement is amended to clarify that the certificate issued by the statutory auditor/peer-reviewed audit firm, banks or management within ten (10) calendar days after the close of each quarter shall expressly certify:  
*"...that the Gross Proceeds have been utilized in accordance with the Objects of the Offer or, if any deviation exists, providing all relevant details thereof."*

## 4. Amendment to Obligations and Reporting Horizon of the Monitoring Agency

**Duration of Reporting:** Clause 3.1(f) of the Original Agreement is amended to provide that BWR shall deliver the quarterly Monitoring Report in the format prescribed under Schedule XI of the SEBI ICDR

For Green Asia Impex Limited

  
Managing Director

“...until the utilization of 100% of the Gross Proceeds or the formal termination of the Original Agreement in accordance with Clause 9, whichever occurs earlier.”

- **Reporting Standards:** Clause 3.1(g) of the Original Agreement is amended by adding the following sentence at the end thereof:

*" BWR shall provide the Fund Monitoring Report in the format prescribed under the SEBI ICDR Regulations."*

## 5. Administrative and Miscellaneous Amendments

**Indemnity Survival:** The Parties confirm that the indemnity obligations under Clause 7.2 of the Original Agreement shall survive for a period of three (3) years from the date of termination of the Original Agreement.

- **Amicable Dispute Resolution:** The following provision is added under the Governing Law and Jurisdiction section of the Original Agreement:

*"In the event of any grievance, difference, claim or dispute between the Parties arising out of the activities under this Agreement, the Parties shall endeavour, in the first instance, to settle the dispute amicably through mutual discussions between their designated representatives. If the dispute is not resolved through such discussions, either Party may exercise its rights in accordance with the Governing Law and Jurisdiction provisions of the Original Agreement."*

## 2. Effect of this Addendum

- 2.1 This Addendum shall form an integral part of, and be read together with, the Original Agreement. In the event of any conflict or inconsistency between the terms of this Addendum and the Original Agreement, the terms of this Addendum shall prevail to the extent of such conflict or inconsistency.
- 2.2 Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Original Agreement.

## 3. Governing Law and Jurisdiction

This Addendum is governed by and shall be construed in accordance with the laws of the Republic of India. The Parties hereby agree that if any dispute arises with respect to and/or in connection with this Addendum, the same shall be subject to the exclusive jurisdiction of courts in Mumbai.

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date first mentioned above.

| For GREEN ASIA IMPEX LIMITED                                                                                                                                                        | For BRICKWORK RATINGS INDIA PRIVATE LIMITED                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <br><b>Managing Director</b><br>Pasupuleti Venkata Ramarao<br>Managing Director<br>DIN: 00280599 | <b>SHARADA SHIVRAM</b><br>Digitally signed by SHARADA SHIVRAM<br>Date: 2026.09.17 17:57:56 +05'30'<br>Sharada Shivram<br>Authorized Signatory |