



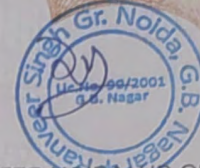
INDIA NON JUDICIAL



Government of Uttar Pradesh

IN-UP93568533363520V

e-Stamp



Certificate No. : IN-UP93568533363520V
Certificate Issued Date : 07-Dec-2023 01:06 PM
Account Reference : NEWIMPACC (SV)/ up14008804/ GREATER NOIDA UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400880482834452015619V
Purchased by : EPACK DURABLE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : EPACK DURABLE LIMITED
Second Party : BAJRANG BOTHRA
Stamp Duty Paid By : EPACK DURABLE LIMITED
Stamp Duty Amount(Rs.) : 700
(Seven Hundred only)

सत्यमेव जयते



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED DECEMBER 18, 2023 TO THE OFFER AGREEMENT DATED AUGUST 11, 2023

JD 0030705132

Statutory Alert:

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

AMENDMENT AGREEMENT DATED DECEMBER 18, 2023

TO

THE OFFER AGREEMENT DATED AUGUST 11, 2023

BY AND AMONG

EPACK DURABLE LIMITED

AND

SELLING SHAREHOLDERS

AND

AXIS CAPITAL LIMITED

AND

DAM CAPITAL ADVISORS LIMITED

AND

ICICI SECURITIES LIMITED



Shardul Amarchand Mangaldas & Co

This amendment agreement (the “**Amendment Agreement**”) is entered into at Greater Noida, Uttar Pradesh, India on December 18, 2023, by and among:

- (1) **EPACK DURABLE LIMITED**, a company incorporated under the Companies Act, 2013, and having its registered and corporate office at 61-B, Udyog Vihar, Surajpur, Kasna Road, Greater Noida, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201 306 (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns), of the **FIRST PART**;
- (2) **BAJRANG BOTHRA**, a citizen of India, residing at B-114, Sector 40, Noida, Gautam Buddha Nagar – 201 301, Uttar Pradesh, India (hereinafter referred to as the “**Bajrang Bothra**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns) of the **SECOND PART**;
- (3) **LAXMI PAT BOTHRA**, a citizen of India, residing at House Number B-116, Near Sai Mandir, Sector 40, Gautam Buddha Nagar – 201 301, Uttar Pradesh, India (hereinafter referred to as the “**Laxmi Pat Bothra**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns) of the **THIRD PART**;
- (4) **SANJAY SINGHANIA**, a citizen of India, residing at D-144, Sector 47, Noida, Gautam Buddha Nagar – 201 301, Uttar Pradesh, India (hereinafter referred to as the “**Sanjay Singhania**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns) of the **FOURTH PART**;
- (5) **AJAY DD SINGHANIA**, a citizen of India, residing at D-145, Sector 47, Near Jagran Public School, Noida, Gautam Buddha Nagar – 201 301, Uttar Pradesh, India (hereinafter referred to as the “**Ajay DD Singhania**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns) of the **FIFTH PART**;
- (6) **DYNAMIC INDIA FUND S4 US I**, a company incorporated under the laws of Mauritius, having its registered office at Apex House, Bank Street, Twenty-Eight, Cybercity, Ebene 72201 (hereinafter referred to as the “**Dynamic India**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SIXTH PART**;
- (7) **IDBI TRUSTEESHIP SERVICES LIMITED**, a limited company incorporated under the Companies Act, 1956, having its registered office at Asian Building, 17, R Kamani Marg, Ballard Estate, Mumbai 400001, acting in its capacity as the trustee of **INDIA ADVANTAGE FUND S4 I** (hereinafter referred to as the “**IAF S4**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) acting through its investment manager **ICICI VENTURE FUNDS MANAGEMENT COMPANY LIMITED**, a public limited company incorporated under the (Indian) Companies Act 1956, having its registered office at Ground Floor, "ICICI Venture House", Appasaheb Marathe Marg, Prabhadevi, Mumbai 400025 (hereinafter referred to as the “**ICICI Venture**”) of the **SEVENTH PART**;
- (8) **THE INDIVIDUALS LISTED IN SCHEDULE A** (hereinafter referred to as the “**Promoter Group Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their legal heirs, attorney holders, administrators, executors and permitted assigns), of the **EIGHTH PART**;
- (9) **AXIS CAPITAL LIMITED**, a company incorporated under the laws of India and having its registered office at 8th Floor, Axis House, C-2, Wadia International Centre, P.B. Marg, Worli, Mumbai 400 025, Maharashtra, India (hereinafter referred to as “**Axis**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **NINTH PART**;
- (10) **DAM CAPITAL ADVISORS LIMITED**, a company incorporated under the laws of India and having its registered office at One BKC, Tower C, 15th Floor, Unit No. 1511, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as “**DAM Capital**”, which

expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **TENTH PART**; and

- (11) **ICICI SECURITIES LIMITED**, a company incorporated under the laws of India and having its registered office at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India (“**I-Sec**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **ELEVENTH PART**.

In this Amendment Agreement,

- (i) Axis, DAM Capital and I-Sec are collectively referred to as the “**Book Running Lead Managers**” or “**BRLMs**” and individually as a “**BRLM**” or “**Book Running Lead Manager**”;
- (ii) “Bajrang Bothra”, “Laxmi Pat Bothra”, “Sanjay Singhanian” and “Ajay DD Singhanian” are collectively referred to as the “**Promoters**” or “**Promoter Selling Shareholders**” and individually as a “**Promoter**” and “**Promoter Selling Shareholder**”;
- (iii) “Dynamic India” and “IAF S4” are collectively referred to as the “**Investor Selling Shareholders**” and individually as an “**Investor Selling Shareholder**”;
- (iv) The “Promoter Selling Shareholders”, “Investor Selling Shareholders” and the “Promoter Group Selling Shareholders” are together referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”; and
- (v) The Company, the Selling Shareholders and the BRLMs are collectively referred to as the “**Parties**” and individually as a “**Party**”.

In compliance with the proviso to Regulation 21A(1) of the SEBI (Merchant Bankers) Regulations, 1992, read with Regulation 23(3) of the SEBI ICDR Regulations (*as defined herein*), I-Sec will be involved only in marketing of the Offer.

WHEREAS:

- (A) The Company and the Selling Shareholders, in consultation with the BRLMs, 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 aggregating up to ₹ 4,000.00 million (the “**Fresh Issue**”) and an offer for sale of up to 13,067,890 Equity Shares by the Selling Shareholders (the “**Offer for Sale**”, together with the Fresh Issue, the “**Offer**” and Equity Shares offered by the Selling Shareholders, the “**Offered Shares**”). The Offer shall be undertaken in accordance with the Companies Act, 2013 and the rules, clarifications, circulars and notifications made thereunder, as amended from time to time (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and other Applicable Laws (*as defined herein*), at such price as may be determined in compliance with the SEBI ICDR Regulations and through the book building process (the “**Book Building Process**”) as prescribed in Schedule XIII of the SEBI ICDR Regulations (the “**Offer Price**”).
- (B) The board of directors of the Company (the “**Board of Directors**”) pursuant to a resolution dated July 13, 2023 have approved and authorized the Offer. Further, the Shareholders of the Company pursuant to special resolution in accordance with Section 62(1)(c) of the Companies Act have approved the Fresh Issue at their extraordinary general meeting held on July 29, 2023.
- (C) Each of the Selling Shareholders severally and not jointly have consented to participate in the Offer for Sale pursuant to their respective consent and certificate and/or their respective board resolutions
- (D) The Company and the Selling Shareholders have appointed the BRLMs to manage the Offer as the book running lead managers, on an exclusive basis and the BRLMs have accepted the engagement for the agreed fees and expenses payable to them for managing the Offer in terms of the engagement letter dated August 10, 2023 (the “**Engagement Letter**”) between the BRLMs, the Company and the Selling

Shareholders subject to the terms and conditions set forth thereon and subject to the execution of this Amendment Agreement.

- (E) The Company has filed a draft red herring prospectus dated August 11, 2023 (the “**Draft Red Herring Prospectus**”) with the Securities and Exchange Board of India (“**SEBI**”) and National Stock Exchange of India Limited (“**NSE**”) and BSE Limited (“**BSE**” together with NSE, the “**Stock Exchanges**”) in connection with the Offer in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations from SEBI, the Company proposes to file a red herring prospectus (“**Red Herring Prospectus**”) and thereafter a prospectus (“**Prospectus**”) with the Registrar of Companies, Uttar Pradesh at Kanpur (“**RoC**” or “**Registrar of Companies**”) and thereafter with the SEBI and the Stock Exchanges, in accordance with the Companies Act, and the SEBI ICDR Regulations.
- (F) Subsequent to the filing of the Draft Red Herring Prospectus, SEBI pursuant to its letter bearing reference number SEBI/HO/CFD/RAC-DIL2/P/OW/2023/45337/1 dated November 10, 2023 has advised to make certain changes in disclosures in the Draft Red Herring Prospectus in relation to Offer Price and Price Band, in the Red Herring Prospectus.
- (G) Additionally, pursuant to Clause 13 of the Offer Agreement, the Parties had agreed on certain arrangements to resolve any Disputes that may arise under the Offer Agreement. In light of the master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 issued by SEBI (“**SEBI ODR Circulars**”), disputes between institutional or corporate clients and specified intermediaries or regulated entities in the securities market as listed thereunder, can be resolved, at the option of the clients, by harnessing any independent institutional mediation, conciliation and/or arbitration institution in India.
- (H) Accordingly, in terms of Clause 21.1 of the Offer Agreement, the Parties are desirous of amending certain provisions of the Offer Agreement to account for the changes in offer size, revised offer for sale size, to amend the rights in relation to determination of the Offer Price and Price Band and to amend the arbitration clause in the Offer Agreement, to ensure compliance with the SEBI ODR Circulars.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. All capitalised terms used in this Amendment Agreement, including the recitals, shall, unless specifically defined in or amended by this Amendment Agreement, have the meanings assigned to them in the Offer Agreement or the Offer Documents (*as defined under the Offer Agreement*), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail.
- 1.2. The rules of interpretation set out in Clause 1.2 of the Offer Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.

1. AMENDMENT

- 1.1. The Parties agree that the Recital A of the Offer Agreement shall stand replaced with the following:

*“The Company and the Selling Shareholders, in consultation with the BRLMs, 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 aggregating up to ₹ 4,000.00 million (the “**Fresh Issue**”) and an offer for sale of up to 13,067,890 Equity Shares by the Selling Shareholders (the “**Offer for Sale**”, together with the Fresh Issue, the “**Offer**” and Equity Shares offered by the Selling Shareholders, the “**Offered Shares**”). The Offer shall be undertaken in accordance with the Companies Act, 2013 and the rules, clarifications, circulars and notifications made thereunder, as amended from time to time (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and other Applicable Laws (as defined herein), at such price as may be determined in compliance with the SEBI ICDR Regulations and through the book building process (the “**Book Building Process**”) as prescribed in Schedule XIII of the SEBI ICDR Regulations (the “**Offer Price**”). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR*

Regulations. The Offer will also be made outside the United States, to institutional investors in “offshore transactions” as defined in and in reliance on Regulation S under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”) (“Regulation S”) and the applicable laws of the jurisdictions where such offers and sales are made. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (as defined herein) by the Company, Promoter Selling Shareholders and Investor Selling Shareholders in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.”

- 1.2. The Parties agree that the definition of “Pricing Date” under Clause 1.1 of the Offer Agreement shall stand replaced with the following:

“Pricing Date” means the date on which the Company in consultation with the BRLMs, will finalise the Offer Price in compliance with the SEBI ICDR Regulations;”

- 1.3. The Parties agree that the Clause 2.3 of the Offer Agreement shall stand replaced with the following:

“The Company, Promoter Selling Shareholder and the Investor Selling Shareholders, in consultation with the BRLMs, shall decide the terms of the Offer, including the Bid/Offer Period, the Anchor Investor Portion and the Anchor Investor Bid/Offer Period, and any revisions thereof. The Price Band, the Anchor Investor Allocation Price, the Offer Price and the Anchor Investor Offer Price, including any revisions, modifications and amendments thereof, shall be decided in compliance with Applicable Law, including the SEBI ICDR Regulations.”

- 1.4. The Parties agree that the Clause 9.2 (xii) of the Offer Agreement shall stand replaced with the following:

“any purchase and sale of the Equity Shares pursuant to an underwriting agreement shall be on an arm’s length commercial transaction between the Company and the Selling Shareholders, on the one hand, and the BRLMs, on the other hand subject to, and on, the execution of an underwriting agreement in connection with the Offer, and the process leading to such transaction, the BRLMs shall act solely as a principal and not as the agent or the fiduciary of the Company, the Selling Shareholders, or their stockholders, creditors, employees or any other party, and the BRLMs have not assumed, nor shall assume, a fiduciary responsibility in favour of the Company or the Selling Shareholders with respect to the Offer or the process leading thereto (irrespective of whether the BRLMs have advised or are currently advising the Company or the Selling Shareholders on other matters), and the BRLMs do not have any obligation to the Company or the Selling Shareholders with respect to the Offer except the obligations expressly set out under this Agreement; and”

- 1.5. The Parties agreed that Clause 13 of the Offer Agreement shall stand replaced with the following:

“13.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement or the Engagement Letter between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, breach or alleged breach, termination, or legal relationships established by this Agreement or the Engagement Letter (the “Dispute”), the parties to such Dispute shall attempt, in the first instance, to resolve such Dispute amicably through negotiations between the disputing parties. In the event that such Dispute cannot be resolved through negotiations within a period of fifteen (15) days from the commencement of discussions on the Dispute (or such longer period as the disputing parties may mutually agree to in writing), then any of the disputing party (the “Disputing Parties”) shall, by notice in writing to each other, refer the Dispute to be conducted at, and in accordance with the rules of, the Mumbai Centre for International Arbitration, in accordance with Clause 3(b) of the SEBI circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 (“SEBI ODR Circulars”), which the Parties have elected to follow for the purposes of this Agreement provided that the seat of such institutional arbitration shall be Mumbai, India.

13.2 Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement, and the Engagement Letter.

13.3 Subject to and in accordance with the Applicable Laws, SEBI ODR Circulars and the rules of the Mumbai Centre for International Arbitration, the arbitration mentioned in Clause 13.1 above shall be conducted as follows:

- (a) All proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language and the seat and place of arbitration shall be Mumbai, India;
- (b) The arbitration shall be conducted by a panel of three arbitrators (each Disputing Party shall appoint one arbitrator and the two arbitrators shall jointly appoint the third or the presiding arbitrator within 15 days of the receipt of the second arbitrator's confirmation of his/her appointment and in the event that there are more than two Disputing Parties, then such arbitrators shall be appointed in accordance with the Arbitration and Conciliation Act, 1996) (the "**Arbitration Act**"). In the event that the Party initiating the Dispute, on the one hand, or the other Disputing Party, on the other hand, fail to appoint an arbitrator, or the two arbitrators so appointed fail to appoint the third arbitrator, such arbitrator(s) shall be appointed in accordance with the Arbitration Act and each arbitrator so appointed shall have at least five years of relevant expertise in the area of securities and/or commercial laws;
- (c) The arbitrator shall have the power to award interest on any sums awarded and the arbitration award shall state the reasons in writing on which it is based;
- (d) The arbitration award shall be final and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;
- (e) A person who is not a party to this Agreement shall have no right to enforce any of its terms.
- (f) The arbitrator shall award to a Disputing Party that substantially prevails on the merits, its costs and actual expenses (including actual fees of its counsel);
- (g) The Disputing Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitral tribunal;
- (h) The Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.
- (i) The arbitrators shall use their best efforts to produce a final, conclusive and binding award within 12 (twelve) months from the date the arbitrators enter upon reference, as prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective. Further, in the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within such 12 (twelve) month period, the Disputing Parties agree that such period will automatically stand extended for a further period of 6 (six) months, without requiring any further consent of any of the Disputing Parties.

13.4 Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in Clause 13.1

13.5 Nothing in this Clause 13 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the competent courts at Mumbai, India shall have exclusive jurisdiction to grant any interim relief in relation to any Dispute under this Agreement."

1.6. The Parties agree that Annexure A of the Offer Agreement shall stand replaced with the following:

"ANNEXURE A

Statement of Inter Se Responsibilities of the Book Running Lead Managers

Sr. No	Activity	Responsibility	Co-ordinator (s)
1.	Capital structuring, positioning strategy and due diligence of the Company including its operations/management/business plans/legal etc. Drafting and design of the Draft Red Herring Prospectus and of statutory advertisements including a memorandum containing salient features of the Prospectus. The Managers shall ensure compliance with stipulated requirements and completion of prescribed formalities with the Stock Exchanges, RoC and SEBI including finalisation of Prospectus and RoC filing.	Axis and DAM Capital	Axis
2.	Drafting and approval of all statutory advertisement	Axis and DAM Capital	Axis
3.	Drafting and approval of all publicity material other than statutory advertisement as mentioned above including corporate advertising, brochure, etc.	All BRLMs	I – Sec*
4.	Appointment of Registrar to the Offer, Advertising Agency and Printer to the Offer including co-ordination for their agreements.	Axis and DAM Capital	Axis
5.	Appointment of all other intermediaries and including co-ordination for all other agreements	Axis and DAM Capital	DAM Capital
6.	Preparation of road show presentation and FAQs	All BRLMs	I – Sec*
7.	International institutional marketing of the Offer, which will cover, <i>inter alia</i> : <ul style="list-style-type: none"> • Finalizing the list and division of international investors for one-to-one meetings • Finalizing international road show and investor meeting schedules 	All BRLMs	I – Sec*
	Domestic institutional marketing of the Offer, which will cover, <i>inter alia</i> : <ul style="list-style-type: none"> • Finalizing the list and division of domestic investors for one-to-one meetings • Finalizing domestic road show and investor meeting schedules 		
8.	Domestic institutional marketing of the Offer, which will cover, <i>inter alia</i> : <ul style="list-style-type: none"> • Finalizing the list and division of domestic investors for one-to-one meetings • Finalizing domestic road show and investor meeting schedules 	All BRLMs	Axis
	Conduct retail marketing of the Offer, which will cover, <i>inter-alia</i> : <ul style="list-style-type: none"> • Finalising media, marketing, public relations strategy and publicity budget including list of frequently asked questions at retail road shows • Finalising collection centres • Finalising commission structure • Follow-up on distribution of publicity and Offer material including form, RHP/Prospectus and deciding on the quantum of the Offer material 		
9.	Conduct retail marketing of the Offer, which will cover, <i>inter-alia</i> : <ul style="list-style-type: none"> • Finalising media, marketing, public relations strategy and publicity budget including list of frequently asked questions at retail road shows • Finalising collection centres • Finalising commission structure • Follow-up on distribution of publicity and Offer material including form, RHP/Prospectus and deciding on the quantum of the Offer material 	All BRLMs	I -Sec*
10.	Conduct Non-institutional marketing of the Offer, which will cover, <i>inter alia</i> , <ul style="list-style-type: none"> • Finalising media, marketing and public relations strategy including list of frequently asked questions at non-institutional road shows; and • Finalising centres for holding conferences for brokers, etc.; 	All BRLMs	DAM Capital
11.	Anchor coordination, Anchor CAN and intimation of anchor allocation, book building software, bidding terminals, payment of 1% security deposit to the designated stock exchange.	Axis and DAM Capital	DAM Capital
12.	Managing the book and finalization of pricing in compliance with the SEBI ICDR Regulations.	Axis and DAM Capital	Axis
13.	Post bidding activities including mock trading, management of escrow accounts, coordinate non-institutional allocation, coordination with Registrar, SCSBs and Banks, intimation of allocation and dispatch of refund to Bidders, etc.	Axis and DAM Capital	DAM Capital

Sr. No	Activity	Responsibility	Co-ordinator (s)
	Post-Offer activities, which shall involve essential follow-up steps including allocation to Anchor Investors, follow-up with Bankers to the Offer and SCSBs to get quick estimates of collection and advising the Issuer about the closure of the Offer, based on correct figures, finalisation of the basis of allotment or weeding out of multiple applications, listing of instruments, dispatch of certificates or demat credit and refunds/unblocking of application monies and coordination with various agencies connected with the post-Offer activity such as registrar to the Offer, Bankers to the Offer, SCSBs including responsibility for underwriting arrangements, as applicable.		
	Payment of the applicable securities transactions tax/withholding tax on sale of unlisted equity shares by the Selling Shareholder under the Offer for Sale to the Government.		
	Co-ordination with SEBI and Stock Exchanges for refund of 1% security deposit and submission of all post Offer reports including the initial and final post Offer report and media compliance report to SEBI		

**In compliance with the proviso to Regulation 21A(1) of the SEBI Merchant Bankers Regulations, read with the proviso to Regulation 23(3) of the SEBI ICDR Regulations, ICICI Securities Limited will be involved only in marketing of the Offer as the BRLM.”*

2. UNDERSTANDING

Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this Amendment Agreement and this Amendment Agreement shall constitute an integral part of the Offer Agreement and shall be read in conjunction with the Offer Agreement and shall constitute the entire understanding among the Parties.

3. MISCELLANEOUS

- 3.1 The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement only with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Offer Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties hereof and be enforceable between the Parties hereof, for the term and duration contemplated therein, in accordance with the terms thereof.
- 3.2 In the event of conflict between the provisions of the Offer Agreement and this Amendment Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.
- 3.3 Each Party represents that it has the power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes a valid and legally binding instrument, enforceable against it in accordance with its terms.
- 3.4 This Amendment Agreement may be executed in 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.
- 3.5 This Amendment Agreement may be executed by delivery of a portable document format (“PDF”) copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties delivers signature page in PDF, such Party shall deliver an executed signature page, in original, within seven Working Days of delivering such PDF copy or at any time thereafter upon request; provided, however, that the failure to deliver any such executed signature page in original shall not affect the validity of the signature page delivered in PDF format or that of the execution of this Amendment Agreement.
- 3.6 If any provision or any portion of a provision of this Amendment Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed

and enforced accordingly. The Parties shall use their best reasonable efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

- 3.7 This Amendment Agreement and the rights and obligations of the Parties are governed by, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India, subject to Clause 13 of the Offer Agreement, as amended by this Amendment Agreement.
- 3.8 The Parties hereby agree that the provisions of Clauses 11 (*Confidentiality*), 13 (*Arbitration*), 14 (*Severability*), 15 (*Governing Law*), 17 (*Indemnity and Contribution*) and 21.6 (*Notices*) of the Offer Agreement, as amended by this Amendment Agreement, shall apply to this Amendment Agreement *mutatis mutandis*.
- 3.9 No modification, additions, variation, novation, agreed cancellation, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of the Parties.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND EACH OF THE BOOK RUNNING LEAD MANAGERS.

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **EPACK DURABLE LIMITED**

ADS

Ajay DD Singhania

Name: Ajay DD Singhania
Designation: Managing Director and Chief Executive Officer

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THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND EACH OF THE BOOK RUNNING LEAD MANAGERS.

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

By **BAJRANG BOTHRA**:

Bjrr Bothra

[Remainder of the page intentionally left blank]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND EACH OF THE BOOK RUNNING LEAD MANAGERS.

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

By LAXMI PAT BOTHRA:



[Remainder of the page intentionally left blank]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND EACH OF THE BOOK RUNNING LEAD MANAGERS.

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

By SANJAY SINGHANIA:

SS

Sanjay Singhania

[Remainder of the page intentionally left blank]

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

By AJAY DD SINGHANIA:

AJS

AjayDDSinghania

[Remainder of the page intentionally left blank]

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **Dynamic India Fund S4 US I:**



Name: **Zakir Hussein Niamut**
Designation: Director

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **INDIA ADVANTAGE FUND S4 I (Acting through its investment Manager ICICI Venture Funds Management Company Limited):**



Name: Ms. Pooja Basu

Designation: Director – Legal, Compliance & Secretarial

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

By PINKY AJAY SINGHANIA:

PAS
Pinky Ajay Singhania

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

By PREITY SINGHANIA:

^B
Preity Singhan'ia

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

By NIKHIL BOTHRA:



[Remainder of the page intentionally left blank]

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

By **NITIN BOTHRA**:



[Remainder of the page intentionally left blank]

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

By **RAJJAT KUMAR BOTHRA**:



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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **AXIS CAPITAL LIMITED:**


Name: Sagar Jatakiya
Designation: AVP

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **DAM CAPITAL ADVISORS LIMITED:**





Name: Sachin K. Chandiwal
Designation: MD – Corporate Finance

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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **ICICI SECURITIES LIMITED:**

Handwritten signature of Gaurav Mittal in blue ink.



Name: Gaurav Mittal
Designation: AVP

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SCHEDULE A

S. NO.	NAME OF THE SELLING SHAREHOLDER	ADDRESS	TELEPHONE NUMBER	E-MAIL
1.	PINKY AJAY SINGHANIA	D-145, SECTOR – 47 NEAR JAGRAN PUBLIC SCHOOL, NOIDA GAUTAM BUDDHA NAGAR UTTAR PRADESH – 201301	+ 91 99711 25237	PINKYSINGHANIA78@GMAIL.COM
2.	PREITY SINGHANIA	D-144, SECTOR – 47 NEAR JAGRAN PUBLIC SCHOOL, NOIDA GAUTAM BUDDHA NAGAR UTTAR PRADESH – 201301	+ 91 98186 66051	PREETI.EPACK@GMAIL.COM
3.	NIKHIL BOTHRA	H.NO. B-116, NEAR SAI MANDIR, SECTOR - 40, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH - 201301	+91 98186 66068	NIKHIL@EPACK.IN
4.	NITIN BOTHRA	H.NO. B-116, NEAR SAI MANDIR, SECTOR - 40, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH - 201301	+91 98186 66068	NITINBOTHRA@EITPL.COM
5.	RAJJAT KUMAR BOTHRA	B-114, SECTOR – 40, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH - 201301	+91 73038 88798	RAJAT@EITPL.COM