



**SECOND AMENDMENT AGREEMENT DATED JANUARY 9, 2024**

**TO**

**THE OFFER AGREEMENT DATED AUGUST 11, 2023  
(AS AMENDED BY AMENDMENT AGREEMENT DATED DECEMBER 18, 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 second amendment agreement (the “**Amendment Agreement**”) is entered into at Greater Noida, Uttar Pradesh, India on January 9, 2024, 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 8<sup>th</sup> 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, 15<sup>th</sup> 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 10,437,047 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. In furtherance to the Engagement Letter, the Company, the Selling Shareholders and BRLMs, have entered into an offer agreement dated August 11, 2023 read with the amendment agreement to the offer agreement dated December 18, 2023, pursuant to which certain arrangements have been agreed to in relation to the Offer (the “**Offer 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 email dated December 29, 2023 has advised to make certain changes in disclosures in the Draft Red Herring Prospectus, in relation to determination of allocation to Qualified Institutional Buyers in the Red Herring Prospectus. Additionally, IAF S4 have decided by way of their revised consent letter dated January 9, 2024 (“**Revised Consent Letter**”) to revise the number of Equity Shares that they are offering by way of the Offer for Sale in the Offer.
- (G) The Board, pursuant to its resolution dated January 9, 2024 has taken on record the Revised Consent Letter and the decrease in the Offer for Sale from 13,067,890 Equity Shares to 10,437,047 Equity Shares.
- (H) Accordingly, in terms of Clause 21.1 of the Offer Agreement, the Parties are desirous of amending certain provisions of the Offer Agreement.

**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 10,437,047 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, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.”

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

“The Company 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.”

- 1.3. The Parties agreed that Clause 2.5 of the Offer Agreement shall stand replaced with the following:

“All allocations (except with respect to Anchor Investors) and the Basis of Allotment and Allotment of the Equity Shares shall be finalized by the Company, in consultation with the BRLMs, Registrar and the Designated Stock Exchange, in accordance with Applicable Law. Allocation to Anchor Investors, if any, shall be made on a discretionary basis by the Company in consultation with the Book Running Lead Managers, in accordance with Applicable Law. The Parties agree that in case of under-subscription in the Offer, the Equity Shares will be allotted in the following order: (i) such number of Equity Shares will first be Allotted by the Company such that 90% of the Fresh Issue portion is subscribed (“**Minimum Subscription**”); (ii) upon (i), all Equity Shares held by the Investor Selling Shareholders and offered in the Offer for Sale will be Allotted (in proportion to the Offered Shares being offered by each Investor Selling Shareholder); (iii) upon (i) and (ii), all the Equity Shares held by the Selling Shareholders and offered in the Offer for Sale will be Allotted (in proportion to the Offered Shares being offered by each Selling Shareholder); once Equity Shares have been Allotted as per (i), (ii) and (iii), such number of Equity Shares will be Allotted by the Company towards the balance 10% of the Fresh Issue portion.”

- 1.4. The Parties agreed that Clause 13.1 of the Offer Agreement shall stand replaced with the following:

“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 circular dated August 11, 2023 bearing reference number SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/145 and SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE\_IAD-3/P/CIR/2023/191 read with master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE\_IAD-3/P/CIR/2023/195 and any subsequent circulars or notifications issued by SEBI in this regard (“**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.”

- 1.5. The Parties agree that the Annexure B of the Offer Agreement shall stand replaced with the following:

#### “ANNEXURE B

#### Details of Selling Shareholders

S. NO.	NAME OF THE SELLING SHAREHOLDER	DATE OF THE CORPORATE ACTION/ BOARD RESOLUTION/ POWER OF ATTORNEY	DATE OF THE CONSENT LETTER	NUMBER OF OFFERED SHARES
<b>INVESTOR SELLING SHAREHOLDERS</b>				
1.	DYNAMIC INDIA FUND S4 US I	AUGUST 10, 2023	AUGUST 10, 2023	UP TO 631,402 EQUITY SHARES
2.	INDIA ADVANTAGE FUND S4 I	JULY 31, 2023	JANUARY 9, 2024	UP TO 4,630,284 EQUITY SHARES
<b>PROMOTER SELLING SHAREHOLDERS</b>				
3.	BAJRANG BOTHRA	NOT APPLICABLE	AUGUST 10, 2023	UP TO 1,172,976 EQUITY SHARES
4.	LAXMI PAT BOTHRA	NOT APPLICABLE	AUGUST 10, 2023	UP TO 666,798 EQUITY SHARES
5.	SANJAY SINGHANIA	NOT APPLICABLE	AUGUST 10, 2023	UP TO 748,721 EQUITY SHARES
6.	AJAY DD SINGHANIA	NOT APPLICABLE	AUGUST 10, 2023	UP TO 748,721 EQUITY SHARES
<b>PROMOTER GROUP SELLING SHAREHOLDERS</b>				
1.	PINKY AJAY SINGHANIA	NOT APPLICABLE	AUGUST 10, 2023	UP TO 286,351 EQUITY SHARES
2.	PREITY SINGHANIA	NOT APPLICABLE	AUGUST 10, 2023	UP TO 286,351 EQUITY SHARES
3.	NIKHIL BOTHRA	NOT APPLICABLE	AUGUST 10, 2023	UP TO 442,905 EQUITY SHARES
4.	NITIN BOTHRA	NOT APPLICABLE	AUGUST 10, 2023	UP TO 442,905 EQUITY SHARES
5.	RAJJAT KUMAR BOTHRA	NOT APPLICABLE	AUGUST 10, 2023	UP TO 379,633 EQUITY SHARES”

## 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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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**:

*Bjr 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:

By LAXMI PAT BOTHRA:

L.P. 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 SANJAY SINGHANIA:

SS

Sanjay 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 AJAY DD SINGHANIA:

AJS

AjayDDSinghania

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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:**



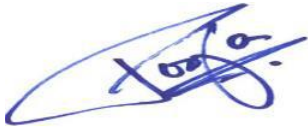
\_\_\_\_\_  
Name: **Zakir Hussein Niamut**  
Designation: Director

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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):**



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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:

<sup>B</sup>  
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:



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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**:



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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**:

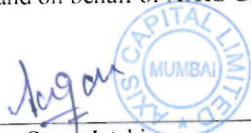


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IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

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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**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 **ICICI SECURITIES LIMITED:**

Handwritten signature of Gaurav Mittal in blue ink.



Name: Gaurav Mittal  
Designation: AVP

*[Remainder of the page intentionally left blank]*

**SCHEDULE A**

<b>S. NO.</b>	<b>NAME OF THE SELLING SHAREHOLDER</b>	<b>ADDRESS</b>	<b>TELEPHONE NUMBER</b>	<b>E-MAIL</b>
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