

SECOND ADDENDUM TO THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

BY AND AMONGST

**EPACK DURABLE PRIVATE LIMITED
("Company")**

AND

**INDIA ADVANTAGE FUND S4 I
("Investor 1")**

AND

**DYNAMIC INDIA FUND S4 US I
("Investor 2")**

AND

**AUGUSTA INVESTMENTS ZERO PTE. LTD.
("New Investor")**

AND

**PERSONS LISTED IN SCHEDULE 1
("Promoters")**

This Second addendum ("**Second Addendum**") dated May 31, 2023 ("**Second Addendum Effective Date**") to the amended and restated shareholders' agreement dated August 08, 2022 read with the first addendum dated March 30, 2023 (collectively, "**Amended SHA**"),

AMONGST:

1. **EPACK DURABLE PRIVATE LIMITED**, (formerly known as Epack Durables Solutions Private Limited), a company incorporated under the provisions of the (Indian) Companies Act, 2013 having Corporate Identification Number U74999UP2019PTC116048 and having its registered office at 61-B, Udyog Vihar, Surajpur, Kasna Road, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh – 201306, India (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns);

AND

2. **IDBI TRUSTEESHIP SERVICES LIMITED**, a limited company incorporated under the (Indian) 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 "**Investor 1**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to 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 400 025 (hereinafter referred to as the "**ICICI Venture**");

AND

3. **DYNAMIC INDIA FUND S4 US I**, a company incorporated under the laws of Mauritius and having its registered office at Sanne House, Bank Street, Twenty-Eight, Cybercity, Ebene 72201, Mauritius (hereinafter referred to as the "**Investor 2**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns);

AND

4. **AUGUSTA INVESTMENTS ZERO PTE. LTD.**, a company incorporated under the laws of Singapore and having its registered office at 6 Battery Road #17-06 Singapore 049909 (hereinafter referred to as the "**New Investor**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns);

AND

5. **PERSONS LISTED IN SCHEDULE 1** (hereinafter referred to jointly as "**Promoters**" and individually as a "**Promoter**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include their respective heirs, legal representatives, executors, administrators, successors and permitted assigns).

Investor 1 and Investor 2 are hereinafter collectively referred to as the "**Existing Investors**" and individually as an "**Existing Investor**". The Existing Investors and the New Investor are hereinafter collectively referred to as the "**Investors**", and individually as an "**Investor**". The Investors, the

Company and Promoters are hereinafter individually referred to as a “Party” and collectively, as the “Parties”.

WHEREAS:

1. The Company had entered into a shareholders’ agreement dated September 20, 2021 with the Promoters and the Existing Investors, which was subsequently amended and substituted by the Amended SHA dated August 08, 2022 executed by and between the Company, the Promoters, the Existing Investors and the New Investor, to record the understanding and agreement regarding their respective rights and obligations with regard to their relationship *inter se* and with the Company.
2. The Company is considering, subject to necessary approvals including under the Amended SHA and market conditions, an initial public offering of its Equity Shares, and proposed listing of the Equity Shares on BSE Limited and the National Stock Exchange of India Limited. In this connection, the Parties have discussed that certain terms previously agreed under the Amended SHA are required to be reconsidered, given the legal and regulatory requirements applicable to, and in order to facilitate, such listing of the Equity Shares.
3. The Parties had entered into the first addendum dated March 30, 2023 to the amended and restated shareholders’ agreement dated August 08, 2022 vide which the Parties had mutually agreed to provide certain waivers.
4. Consequently, the Parties, after mutual discussion and agreement, are now desirous of making certain further amendments to the Amended SHA and accordingly, the Parties are entering into this Second Addendum.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND THE PREMISES, MUTUAL COVENANTS, PROMISES, AGREEMENTS AND PROVISIONS SET FORTH HEREINAFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS, INTERPRETATION AND EFFECTIVENESS

- 1.1 Unless the context otherwise requires, capitalized terms used in any part of this Second Addendum, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the same meanings as ascribed to such terms in the Amended SHA. In case of any conflict between the terms of this Second Addendum and the Amended SHA, unless specified to the contrary in this Second Addendum, the Amended SHA shall take precedence.
- 1.2 The rules of interpretation applicable in terms of Clause 1.2 of the Amended SHA shall apply *mutatis-mutandis* to this Second Addendum.
- 1.3 The waiver provided by the Investors in respect of Clause 16.5.1 (*Buy-Back by the Company*) of the Amended SHA shall be deemed to be effective from –
 - (a) April 01, 2022 for the Existing Investors; and
 - (b) August 08, 2022 for the New Investor.

It is being clarified that all other rights of the respective Investors under the Amended SHA (and/or otherwise) shall remain unaltered (including but not limited to under Clause 16.5.2).

- 1.4 This Second Addendum shall not be construed to provide, grant or otherwise consent to any actions by the Company not expressly specified herein.
- 1.5 The provisions of Clause 21 (*Notices*), Clause 22 (*Confidentiality*), Clause 24 (*Governing Law*), Clause 25 (*Dispute Resolution*), Clause 26.4 (*Counterparts*), Clause 26.7 (*Amendment*), Clause 26.8 (*Waiver*) and Clause 26.13 (*Severability*) of the Amended SHA shall apply *mutatis mutandis* to this Second Addendum.
- 1.6 On and from the Second Addendum Effective Date, this Second Addendum forms an integral part of the Amended SHA, and when read with the Amended SHA, contains the whole agreement among the Parties relating to the transactions contemplated by this Second Addendum read with the Amended SHA, and supersedes all previous agreements between the Parties. Save as agreed in this Second Addendum, all other terms and conditions of the Amended SHA shall remain unchanged and shall continue remain in full force and effect and binding on the Parties.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 Each Party represents to the other Parties hereto that:
 - a. such Party has the authority and capacity to enter into, execute and deliver this Second Addendum and to perform its obligations and the transactions contemplated hereby and, if such Party is not a natural Person, such Party is duly incorporated or organised with limited liability, as may be applicable, and validly existing under the Laws of the jurisdiction of its incorporation or organization, having full corporate power and authority to enter into and perform its obligations under this Second Addendum; and
 - b. the execution and delivery by such Party of this Second Addendum and the performance by such Party of its obligations and the transactions contemplated hereunder have been duly authorised by all necessary corporate and other action of such Party.

[Signatures Pages Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed or a duly authorized representative of the Party has duly executed on the date and year first hereinabove written.

For and on behalf of
EPACK DURABLE PRIVATE LIMITED

Ajay DDSinghania

Name: Ajay DD Singhania
Designation: MD & CEO

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed or a duly authorized representative of the Party has duly executed on the date and year first hereinabove written.

BAJRANG BOTHRA

Bj B Bothra

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed or a duly authorized representative of the Party has duly executed on the date and year first hereinabove written.

LAXMI PAT BOTHRA



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed or a duly authorized representative of the Party has duly executed on the date and year first hereinabove written.

AJAY DD SINGHANIA

Ajay D D Singhania

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed or a duly authorized representative of the Party has duly executed on the date and year first hereinabove written.

SANJAY SINGHANIA

Sanjay Singhania

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of
NIKHIL BOTHRA

Being signed by Laxmi Pat Bothra



Under the authority granted by way of power of attorney dated August 5, 2022

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of
NITIN BOTHRA



Being signed by **Laxmi Pat Bothra**

Under the authority granted by way of power of attorney dated August 5, 2022

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of
RAJJAT KUMAR BOTHRA

Being signed by Bajrang Bothra

Bj77 Both

Under the authority granted by way of power of attorney dated August 5, 2022

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of
PINKY AJAY SINGHANIA

Being signed by Ajay DD Singhania

AjayDDSinghania

Under the authority granted by way of power of attorney dated August 5, 2022

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of
PREITY SINGHANIA

Being signed by Sanjay Singhania

Sanjay Singhania

Under the authority granted by way of power of attorney dated August 5, 2022

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

India Advantage Fund S4 I

A handwritten signature in black ink, appearing to read "N. Mohta", is written above a horizontal line.

Name: Mr. Nikhil Mohta
Designation: Senior Director – Private Equity

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

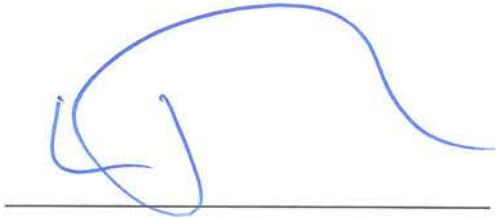
For and on behalf of
Dynamic India Fund S4 US I



Name: **Fareed Soreefan**
Designation: Director

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed or a duly authorized representative of the Party has duly executed on the date and year first hereinabove written.

For and on behalf of
Augusta Investments Zero Pte. Ltd.

A handwritten signature in blue ink is written above a solid horizontal line. The signature is stylized and appears to be the initials 'IP' followed by a long, sweeping horizontal stroke.

Name: Ivo Philipps
Designation: Director

SCHEDULE 1**DETAILS OF PROMOTERS**

No.	Name of the Promoter	PAN	Residence
1.	Mr. Bajrang Bothra	AADPB1189J	B-114, Sector - 40, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301
2.	Mr. Laxmi Pat Bothra	AAGPB5838F	B-116, Near Sai Mandir, Sector - 40, Gautam Buddha Nagar, Noida, Uttar Pradesh-201301
3.	Ajay DD Singhania	ATNPS6678N	D-145, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301
4.	Sanjay Singhania	ATEPS4866M	D-144, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar,
5.	Rajjat Kumar Bothra	AFLPB4031Q	B-114, Sector-40, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201301
6.	Nitin Bothra	APRPB1295E	H No. B-116, Near Sai Mandir, Sector-40, Gautam Buddha Nagar, Uttar Pradesh - 201301
7.	Nikhil Bothra	APRPB1291A	H No. B-116, Near Sai Mandir, Sector-40, Gautam Buddha Nagar, Uttar Pradesh – 201301
8.	Pinky Ajay Singhania	ACBPA7433N	D-145, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301
9.	Preity Singhania	AJCPS2918L	D-144, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301