



INDIA NON JUDICIAL



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IN-UP20324358011836W

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₹500

Certificate No. : IN-UP20324358011836W
Certificate Issued Date : 26-Dec-2024 01:32 PM
Account Reference : NEWIMPACC (SV)/ up14054804/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1405480437648010670418W
Purchased by : EPACK PREFAB TECHNOLOGIES LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : EPACK PREFAB TECHNOLOGIES LIMITED
Second Party : SOUTH ASIA GROWTH FUND III HOLDINGS LLC
Stamp Duty Paid By : EPACK PREFAB TECHNOLOGIES LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



₹500

Please write or type below this line

IN-UP20324358011836W

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT AND THE SHARE SUBSCRIPTION AND PURCHASE AGREEMENT, BOTH DATED DECEMBER 18, 2024 DATED JANUARY 15, 2025 ENTERED INTO BY AND AMONGST EPACK PREFAB TECHNOLOGIES LIMITED, SOUTH ASIA GROWTH FUND III HOLDINGS, LLC, SOUTH ASIA EBT TRUST III, THE PERSONS LISTED IN PART A OF SCHEDULE I OF THE SHA, AND THE PERSONS LISTED IN PART B OF THE SHA.

Statutory Alert:

- 1 The authenticity of this Stamp certificate should be verified at 'www.shcllestamp.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.
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- 3 in case of any discrepancy please inform the Competent Authority

**AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT AND THE
SHARE SUBSCRIPTION AND PURCHASE AGREEMENT, BOTH DATED
DECEMBER 18, 2024**

AMONGST

EPACK PREFAB TECHNOLOGIES LIMITED

AND

PROMOTERS

AND

PROMOTER AFFILIATES

AND

SOUTH ASIA GROWTH FUND III HOLDINGS LLC

AND

SOUTH ASIA EBT TRUST III

JANUARY 15, 2025

This Amendment Agreement dated January 15, 2025 (“**Amendment Agreement**” or “**Agreement**”) to the SHA and the SSPA, among:

- A. **EPACK PREFAB TECHNOLOGIES LIMITED** (formerly known as EPACK Prefab Technologies Private Limited and EPACK Polymers Private Limited), a public company limited by shares with corporate identity number U74999UP1999PLC116066, incorporated under the Companies Act, 1956 and having its registered office at 61-B, Udyog Vihar Surajpur, Kasna Road, Gautam Buddha Nagar, Greater Noida, Uttar Pradesh, India – 201306 (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 successors and permitted assigns);
- B. **THE PERSONS LISTED IN PART A OF SCHEDULE I OF THE SHA** (hereinafter referred to collectively as the “**Promoters**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors and administrators or successors and permitted assigns (as applicable);
- C. **THE PERSONS LISTED IN PART B OF SCHEDULE I OF THE SHA** (hereinafter referred to collectively as the “**Promoter Affiliates**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors and administrators or successors and permitted assigns (as applicable);
- D. **SOUTH ASIA GROWTH FUND III HOLDINGS, LLC**, a limited liability company incorporated in the United States of America with its registered office at 2140, South Dupont Highway, Camden, Delaware – 19934 (“**SAGF III**” or the “**Investor 1**”, which expression shall unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and permitted assigns of Investor 1 or its Affiliates or both); and
- E. **SOUTH ASIA EBT TRUST III**, a trust established under the laws of India, with its office at C/O Orbis Trusteeship Services Private Limited, 4A Ocus Technopolis, Sector 54, Golf Club Road, Gurugram 122002 and through its trustee being Orbis Trusteeship Services Private Limited with its registered office at 4A Ocus Technopolis, Sector 54, Golf Club Road, Gurugram 122002 (“**EBT**” or the “**Investor 2**”) (together with SAGF III, the **Investors**, which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and permitted assigns of Investor 2 or its Affiliates or both).

Promoters and Promoter Affiliates are collectively referred to as “**Promoter Entities**”. Each of the Investors, Company and Promoter Entities are hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

1. The Parties have entered into a share subscription and purchase agreement dated December 18, 2024 (“**SSPA**”), pursuant to which the Investors have: (i) subscribed to 70,65,217 number of CCPS issued by the Company; and (ii) purchased from the Sellers (as defined in the SSPA) 21,73,912 number of Equity Shares of the Company held by the Sellers, on the terms set out in the SSPA.

2. On the same day, the Parties entered into a shareholders' agreement (dated December 18, 2024) (the "**SHA**"), to define their mutual rights and obligations and relationship in relation to the governance and management of the Company.
3. The Company is considering, subject to necessary approvals and market conditions, an initial public offering of its Shares, comprising a fresh issue of Shares by the Company (and an offer for sale by the Investor and the Promoter ("**OFS**") in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, ("**SEBI ICDR Regulations**"), the Companies Act, 2013, as amended, and rules made thereunder and other Applicable Laws, and listing of the Equity Shares on the Recognised Stock Exchanges (the "**IPO**").
4. The IPO as defined above specifically refers to the IPO authorized by the board of directors of the Company pursuant to its resolution dated 18 December 2024 and authorized by the shareholders of the Company pursuant to the special resolution passed at their extra ordinary general meeting dated 18 December 2024 and the consent letter / email dated on or about the date hereof. The Parties hereby agree and acknowledge that these consents constitute requisite approvals of the Investors, as envisaged under Clause 4.1.1 read with Schedule 3 and other applicable provisions, if any, of the SHA.
5. In this connection, the Parties have discussed that certain terms previously agreed under the SHA and SSPA are required to be reconsidered, given the regulatory requirements applicable to the Company, and in order to facilitate, the IPO. The Parties acknowledge that the Company is conducting an IPO and has appointed merchant bankers. The IPO is being conducted in accordance with, and shall be subject to provisions of the SHA in relation to an IPO, as envisaged under Clauses 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8 (*IPO*) of the SHA.
6. Therefore, the Parties are entering into this Agreement with the objective of amending certain provisions of the SHA and the SSPA in respect of the rights and obligations thereunder, upon the terms and subject to the conditions hereinafter set forth in order to facilitate the IPO.

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 Agreement, 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 SHA.
- 1.2. The rules of interpretation applicable in terms of Clause 1.2 of the SHA shall apply *mutatis-mutandis* to this Agreement.
- 1.3. Unless expressly set out otherwise in this Agreement, the provisions of this Agreement shall come into effect and be binding on and from the date of execution of this Agreement till such time as this Agreement is terminated in accordance with Clause 6 hereof.
- 1.4. Except to the extent expressly provided in this Amendment Agreement, this Amendment Agreement does not and shall not be construed to modify any other terms and conditions of the SHA and the same shall continue to be in full force and effect.

2. TERMINATION OF THE SHA

- 2.1. Notwithstanding anything to the contrary in the SHA, and in accordance with Clauses 7.8 and 14.1.1(e) of the SHA, the Parties hereby mutually agree that upon consummation of the IPO, the SHA shall, subject to Clause 14.3.2 of the SHA (as amended by this Agreement), stand automatically terminated without any Party being required to take any further action or furnish any notice under the SHA or hereunder, and without prejudice to any existing or accrued rights or liabilities of any Party under the SHA as of the date of such termination.
- 2.2. For the purposes of this Agreement and any actions and transactions contemplated hereunder, the following words and expressions shall bear the meanings ascribed to them below:

“**consummation of the IPO**” as referred to in this Agreement shall mean the date of commencement of trading of the Equity Shares of the Company pursuant to the IPO on a Recognised Stock Exchange;

“**SEBI**” means the Securities and Exchange Board of India.

3. AMENDMENTS

- 3.1. Clause 1.1 (*Definitions and Interpretation – Definitions – Accounting Principles*) of the SHA is hereby amended and substituted in its entirety with the following clause:

“**Accounting Principles** mean in relation to the Company and each Subsidiary (existing or future), the generally accepted accounting principles / accounting standards applicable in India, or the Indian Accounting Standards or Ind AS, as notified under Section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, 2015 and other relevant provisions of the Companies Act, 2013, each as amended, insofar as is applicable to the Company and in the event it becomes mandatory for the Company to follow any other accounting principles, shall mean such accounting principles”;

- 3.2. Clause 1.1 (*Definitions and Interpretation – Definitions – Equity Securities*) of the SHA is hereby amended and substituted in its entirety with the following clause:

“**Equity Securities** means the Equity Shares and any capital instruments (including the CCPs, compulsorily convertible debentures or preference shares or debentures or warrants or other securities), each of which will compulsorily convert to Equity Shares of the Company prior to the Company filing the red herring prospectus with the SEBI, the relevant RoC and the Recognised Stock Exchanges in accordance with the Applicable Laws, issued by the Company or any employee stock options granted by the Company to employees and / or Directors in accordance with Applicable Law under an employee stock option scheme, convertible into (whether or not compulsorily convertible), exercisable or exchangeable for Equity Shares”;

- 3.3. Clause 1.1 (*Definitions and Interpretation – Definitions – Financial Statements*) of the SHA is hereby amended and substituted in its entirety with the following clause:

“**Financial Statements** means, in case of any Financial Year, the consolidated audited financial statements of a company for such Financial Year (unless otherwise specified), and for any other period, the consolidated unaudited financial statements of a company

(unless otherwise specified), from the beginning of such period until the end of that period; provided that the Financial Statements shall: (a) be prepared in accordance with the Accounting Principles that are consistently applied; and (b) always include without limitation, the balance sheet and profit and loss account, **the cashflow statements (in case of audited financial statements)**, the notes to the financial statements, directors report (in case of audited financial statements), the auditor's report (in case of audited financial statements) and, where such company is incorporated in India, all disclosures as prescribed under the Act”;

- 3.4. Clause 1.1 (*Definitions and Interpretation – Definitions – Promoter Group*) of the SHA is hereby amended and substituted in its entirety with the following clause:

The term “**Promoter Group**” would be replaced by “**Promoter Entities**” without changing the meaning thereof;

- 3.5. Clause 1.1 (*Definitions and Interpretation – Definitions – Related Party*) of the SHA is hereby amended and substituted in its entirety with the following clause:

“**Related Party** in relation to any Person, means any other Person who is considered as a related party of the first Person under the **Applicable Laws**”;

- 3.6. The following definition is to be added to Clause 1.1 of the SHA:

“**Consummation of the IPO** means the date of commencement of trading of the Equity Shares of the Company pursuant to the IPO on a Recognised Stock Exchange”;

- 3.7. Clause 3.2.2(a) (*Board of Directors –Composition of the Board*) of the SHA is hereby amended and substituted in its entirety with the following clause:

Prior to the consummation of the IPO, the Board composition shall be in accordance with Regulation 17, to the extent applicable, and such other relevant provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Companies Act, 2013, as applicable to a company which has its equity shares listed on a recognised stock exchange in India, and subject to such conditions and Applicable Law, shall comprise of 1 (one) Director nominated by Investor 1 (“Investor Nominee Director”) subject to Clause 14.3.1, who shall be a non-retiring, non-executive Director and shall not be involved in the day to-day management and operations of the Company and will not receive any remuneration or fee or reimbursements.

Upon consummation of the IPO, subject to Applicable Laws and the approval of the Shareholders by way of a special resolution passed on the earlier of: (a) the first general meeting convened after the consummation of the IPO, or (b) before the expiry of 3 (three) months from the consummation of the IPO; so long the Investors holds at least 5% (five percent) of the Equity Shares (“Investor Director Threshold”) of the Company, it shall be entitled to nominate 1 (one) Investor Nominee Director, and such Investor Nominee Director shall, subject to Applicable Laws, not be liable to retire by rotation, for so long as the Investors continues to meet or exceed the Investor Director Threshold to nominate a Director on the Board. Each Party severally agrees to take all necessary steps and perform all necessary actions as may be required from each of them for effecting the amendment to the articles of association of the Company to give effect to the aforesaid, including the Company convening the meetings of the Board and Shareholders for this purpose within 3 (three) months from the consummation of the IPO.”

- 3.8. Clause 6.2.1 (*Transfers by Promoters – Consent from Investors*) of the SHA is hereby amended and substituted in its entirety with the following clause:

Except as specifically contemplated in Clause 6.2.2 (Promoters' Liquidity Transferability) and any Transfer of Equity Shares made by the Promoter Entities, including to a competitor, pursuant to the OFS in the IPO, as long as: (a) any of the Investors holds any Equity Securities in the Company; or (b) the Company has not undertaken an IPO (whichever is earlier), the Promoters shall not be entitled to Transfer, directly or indirectly, any Equity Securities held by them without the prior written consent of the Investors.

- 3.9. Clause 6.2.2(a) (*Promoters' Liquidity Transferability*) of the SHA is hereby amended and substituted in its entirety with the following clause:

Until the termination of the Amendment Agreement, the Promoters are not permitted to Transfer any Equity Securities held by them, except pursuant to the OFS component of the IPO.

- 3.10. Clause 6.2.3 (*Investors Right of First Offer*) of the SHA is hereby amended and substituted in its entirety with the following clause:

Other than as required for the transfer of Equity Shares by the Promoter Entities, pursuant to the OFS in the IPO, any Transfer of Equity Securities by any of the Promoter Entities in accordance with Clause 6.2.2 (Promoters' Liquidity Transferability) shall be subject to a right of first offer of the Investors (hereinafter the Right of First Offer) to be exercised in the manner set forth in Clause 6.2.4 (Procedure for Exercise of Right of First Offer) below.

- 3.11. The lead-in language of Clause 6.3.1 (*Transfers by Investors*) of the SHA is hereby amended and substituted in its entirety with the following clause:

"The Investors may at any time, other than from the bid opening date set out in the red herring prospectus until the consummation of the IPO, without the prior consent of the Promoters, Transfer any of the Equity Securities held by them to any Person, including any of their Affiliates, provided that they:"

- 3.12. A new sub-clause (f) is being inserted under Clause 14.1.1 (*Termination Provisions*):

14.1.1 This Agreement shall terminate:

(f) on its own upon consummation of the IPO.

- 3.13. Clause 14.3.1 of the SHA (*Fall Away of Rights*) is hereby amended and substituted in its entirety with the following clause:

In the event the Shareholding Percentage of the Investors falls below 5% (Five per cent.) of the entire issued and paid up Share Capital on a Fully Diluted Basis:(a) the Investors shall cease to have: (i) the right to appoint an Investor Nominee Director on the Board pursuant to Clause 3.2.2 (a); (ii) the rights relating to Reserved Matters, pursuant to Clause 4 and Schedule 3 (Reserved Matters); (iii) the right to appoint an Observer on the Board pursuant to Clause 3.2.2(e) (Composition of the Board).

In the event the Shareholding Percentage of the Investors falls to 1.99% (one point nine nine per cent.) or below of the then issued and paid up Share Capital on a Fully Diluted Basis: (i) the Investors shall cease to have the right to require the Company to provide on a monthly basis, the revenue, gross margin / EBITDA, net Debt, order book and cash flow of the Company under Clause 13.2 (c); and (ii) the Promoters will, pursuant to in Clause 6.2.2., be permitted to transfer an aggregate of 20% (Twenty per cent.) of the then outstanding paid up Share Capital of the Company on a Fully Diluted Basis, including the transfer pursuant to the OFS component of the IPO.

- 3.14. Clause 14.3.2 (Surviving Provisions) of the SHA is hereby amended and substituted in its entirety with the following clause:

“If this Agreement is terminated pursuant to Clause 14.1.1 of the SHA, this Agreement shall have no further force or effect from the date of termination and no Party shall have any further liability or obligation with respect to this Agreement, provided however that:

- (a) **the provisions of Clause 1 (Definitions and Interpretation), Clause 3.2.2(a) (Board of Directors –Composition of the Board), Clause 18.13 (Notices), Clause 18.14 (Dispute Resolution) and Clause 18.15 (Governing Law and Dispute Resolution), Clause 23 (Miscellaneous) and this Clause 14.3.2 shall survive the termination of this Agreement. For the avoidance of doubt, rights and obligations of the Parties under Clause 14, irrespective of shareholding of the relevant Shareholders, shall not survive the termination of this Agreement;**
- (b) **nothing herein shall relieve any Party from any obligations or liabilities incurred prior to such termination.”**

- 3.15. In relation to Clause 10.5 of the SSPA, the Parties hereby agree to the following construct on and from the date of this Agreement:

“The Parties agree that Clause 10.5 of the SSPA shall not be applicable and shall be deemed to be deleted until the Long Stop Date. On the Long Stop Date, Clause 10.5 of the SSPA shall be deemed to be applicable and automatically reinstated into the SSPA creating an obligation on the Company to hive-off the EPS business, provided that this Clause 10.5 of the SSPA will automatically terminate on consummation of the IPO”

- 3.16. At the end of paragraph 4 of Schedule 8 (Terms of the Subscription Shares) to the SSPA, the following provision shall be inserted:

“The Milestone Conversion Ratio will not exceed 1.52066. Accordingly, the maximum number of Equity Shares to be issued upon conversion of 7,065,217 CCPS will be 10,743,792 Equity Shares, subject to the adjustment in accordance with paragraph 5 below for consolidation or sub-division or share splits, bonus or rights issues or distribution of dividend.”

4. WAIVER OF RIGHTS, ACKNOWLEDGEMENTS AND CONSENTS

- 4.1. The Investors hereby acknowledge and agree that any information and documents received by the Investors from the Company pursuant to Clause 13 (*Management Information Rights*) of the SHA, shall until the earlier of the Long Stop Date (as defined under Clause 6 below) or consummation of the IPO will be subject to the restrictions and

conditions prescribed under Applicable Law, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and accordingly waive such rights to the extent required for compliance with Applicable Law or regulations.

- 4.5 The Parties further acknowledge and agree that the SSPA, the SHA and this Agreement would be considered '*material contracts and documents for inspection*' for the purposes of undertaking the IPO and would be available for inspection by SEBI, the Recognised Stock Exchanges, the jurisdictional Registrar of Companies, any other statutory or regulatory authorities, and the public (including by hosting the aforesaid documents on the Company's website and being available at the Company's registered office), and accordingly the Parties hereby waive all the confidentiality restrictions contained in the SSPA, SHA and this Agreement with respect to disclosure of the SSPA and the SHA to the extent necessary for inclusion in the draft red herring prospectus, red herring prospectus, prospectus and all other offering materials in relation to the IPO, to the extent required under Applicable Law and/ or as necessary for the purposes of the IPO.

5. AMENDMENT OF THE ARTICLES OF ASSOCIATION

- 5.1. Prior to filing of the draft red herring prospectus in relation to the IPO, the Company shall, and the other Parties shall cooperate with the Company, to amend the Articles such that it: (a) would be presented in two parts, of which the first part shall conform to requirements and directions provided by the Stock Exchanges and SEBI, shall contain such other articles as are required by a public limited company (hereinafter referred to as "**Part A**" of the Articles) and (b) the second part shall contain the extant Articles, which comprise of rights of Shareholders as contained in the SHA (hereinafter referred to as "**Part B**" of the Articles) and shall adequately reflect the provisions of this Agreement (the "**New Articles**"). Both Part A and Part B shall, unless the context otherwise requires, coexist with each other and in case of a conflict or inconsistency or contradiction or overlap between Part A and Part B, Part B, subject to Applicable Law, over-ride and prevail over Part A until the date of Consummation of the IPO. The Parties further consent to filing/submission of the New Articles with the RoC, SEBI, Stock Exchanges and any other regulatory authority for the IPO as may be required under Applicable Laws.
- 5.2. Upon the consummation of the IPO, Part B shall automatically stand deleted, shall not have any force and shall be deemed to be removed from the Articles, and the provisions of the Part A shall automatically come in effect and be in force, without any further corporate or other action by the Parties.

6. TERMINATION OF THIS AGREEMENT

- 6.1. The Parties agree that this Agreement shall stand automatically terminated without any further action or deed required on the part of any Party ("**Long Stop Date**") if the Board decides to cancel or discontinue or postpone the IPO process at any time or the IPO does not complete for any reason whatsoever within 12 months of receipt of SEBI's final observations on the draft red herring prospectus in accordance with the SEBI ICDR Regulations or 18 months from the Closing Date (as defined in the SHA), whichever is earlier. Upon termination of this Agreement, the amendments set out herein will automatically cease to apply and the SHA and SSPA will stand reinstated in its entirety on the Long Stop Date and consequently within 10 Business Days of the Long Stop Date, the Parties shall undertake all necessary actions to ensure such reinstatement of this

Agreement and to void the amendments including causing the alteration of the Charter Documents and entering into agreements that may be necessary in this regard.”

- 6.2. In case of termination of this Agreement in accordance with Clause 6.1 of this Agreement, all amendments to the SHA, the SSPA and the Articles of Association, under or pursuant to this Agreement, and any other action taken pursuant to this Agreement and all waivers granted in connection with the SHA (in relation to the IPO), shall automatically cease to have effect, and the Parties shall act in accordance with Clause 6.4 of this Agreement to give effect to the aforesaid.
- 6.3. The termination of this Agreement shall be without prejudice to the accrued rights and obligation of the Parties hereunder prior to such termination.
- 6.4. In case of termination of this Agreement in accordance with Clause 6.1 of this Agreement the Parties agree that the provisions of the SHA and the SSPA (as existing prior to the execution of this Agreement) shall: (i) immediately and automatically stand reinstated, with full force and effect, without any further action or deed required on the part of any Party; and (ii) be deemed to have been in force during the period between date of execution of this Agreement and the Long Stop Date, without any break or interruption whatsoever. To the extent any specific actions cannot be reversed to *status quo ante*, the Parties will mutually engage in good faith discussions to ensure that, to the fullest extent possible under Applicable Law, all of the rights and privileges of the Parties are reinstated to the position they would have been without such actions at the earliest. Each Party severally agrees to take all necessary steps and perform all necessary actions, as may be required, including: (i) an amendment the articles of association of the Company to reinstate them to form, content and manner reflecting the terms of the SHA prior to the execution of this Agreement; (ii) re-constitution of the Board; and (iii) making relevant filings and applications (as applicable) with the government authority, to give effect to the aforesaid, and the Company shall take all steps to convene the meetings of the Board and Shareholders within 30 days of the Long Stop Date for this purpose.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Each Party represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto that:
 - (a) each of the corporate entities are duly incorporated and existing under the Applicable Laws of the jurisdiction of its incorporation and that the execution and delivery by it of this Agreement has been duly authorized by all necessary corporate or other action;
 - (b) the execution, delivery and performance of this Agreement by it will not violate any provision of its organizational or governance documents of the corporate entities; and
 - (c) this Agreement and any other document to be executed by it pursuant or in connection with this Agreement will, when executed by it, constitute its valid and binding obligations, in accordance with their respective terms.

8. NOTICE, GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1. The Parties hereby agree that the provisions of Clause 18.13 (*Notices*), Clause 18.14 (*Dispute Resolution*) and Clause 18.15 (*Governing Law and Dispute Resolution*) of the SHA shall apply mutatis mutandis to this Agreement.

9. COUNTERPARTS

- 9.1. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in “portable document format” (.pdf) shall be as effective as signing and delivering the counterpart in person.
- 9.2. In the event any of the Parties delivers a PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.

10. MISCELLANEOUS

- 10.1. This Agreement shall not be modified or waived except in writing executed by all Parties to this Agreement.
- 10.2. As of and from the date of this Agreement, this Agreement forms an integral part of the SHA and the SSPA, and when read with the SHA and the SSPA, contains the whole agreement among the Parties relating to the transactions contemplated by this Agreement read with the SHA and the SSPA, and supersedes all previous agreements between the Parties. Save as agreed in this Agreement, all other terms and conditions of the SHA and the SSPA shall remain unchanged and shall continue remain in full force and effect and binding on the Parties.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

[Signature pages follow. The remainder of this page is intentionally kept blank]

IN WITNESS WHEREOF, the Parties have entered into this First Amendment Agreement on the day and year first hereinabove written.

Signed and delivered on behalf of
EPACK PREFAB TECHNOLOGIES LIMITED

Sanjay Singhania



Name: Sanjay Singhania
Title: Managing Director & CEO

Signed and delivered by
Sanjay Singhania

Sanjay Singhania

Signed and delivered by
Leela Bothra

Leela Bothra

LB

Signed and delivered by
Ajay DD Singhania

AS AjayDDSinghania

Signed and delivered by
Avishi Singhania

As Avishi

Signed and delivered by
Divisha Singhania

03 Divisha

Signed and delivered by
Nikhil Bothra



Signed and delivered by
Suman Bothra

ss Suman Bothra

Signed and delivered by
Laxmi Pat Bothra

LP 

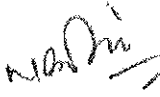
Signed and delivered by
Preity Singhania

Preity Singhania

Signed and delivered by
Pinky Ajay Singhanian

PS Pinky Ajay Singhanian

Signed and delivered by
Nitin Bothra

A handwritten signature in black ink, appearing to read 'Nitin Bothra', with a horizontal line drawn underneath it.

Signed and delivered by
Rajjat Kumar Bothra

RJB 

Signed and delivered by
Bajrang Bothra

B B Bajrang Bothra

Signed and delivered by
Drishikka Singhania

AS Drishikka Singhania

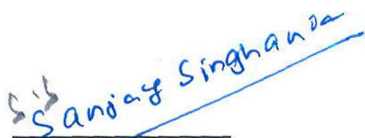
Signed and delivered by
Arshia Singhania

AS Arshia Singhania

Signed and delivered by
Araanya Singhania

AS Ajay D D Singhania
Guardian

Signed and delivered on behalf of
Sanjay Preity Singhania Trust



Name: Sanjay Singhania

Title: Trustee

Signed and delivered on behalf of
A A4P TRUST

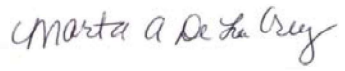
AS Ajay DD Singhania

Name: Ajay DD Singhania
Title: Trustee



Signed and delivered on behalf of

SOUTH ASIA GROWTH FUND III HOLDINGS LLC

A handwritten signature in dark ink, appearing to read "Marta A De La Cruz". The signature is written in a cursive, flowing style.

Name – Marta De La Cruz

Title - Authorised Signatory

Signed and delivered on behalf of

SOUTH ASIA EBT TRUST III

For Orbis Trusteeship Services Private Limited

Authorised Signatory

Name:

Poojan Baxi

Title:

Authorised Signatory