

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No.	IN-GJ67975220366608W
Certificate Issued Date	23-Sep-2024 02:31 PM
Account Reference	IMPACC (SV)/ gj13226304/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	SUBIN-GJGJ1322630452140212417309W
Purchased by	Dev Accelerator Limited
Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	AGREEMENT
Consideration Price (Rs.)	0 (Zero)
First Party	Dev Accelerator Limited
Second Party	Umesh Uttamchandani and others
Stamp Duty Paid By	Dev Accelerator Limited
Stamp Duty Amount(Rs.)	300 (Three Hundred only)



HTF 0017443401

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.

DEV ACCELERATOR LIMITED DEV ACCELERATOR LIMITED DEV ACCELERATOR LIMITED DEV ACCELERATOR LIMITED DEV ACCELERATOR LIMITED

**SEVENTH ADDENDUM AGREEMENT TO THE SHARE SUBSCRIPTION AND
SHAREHOLDERS' AGREEMENT DATED DECEMBER 27, 2022**

DATED 23rd SEPTEMBER, 2024

AMONGST

DEV ACCELERATOR LIMITED

(Formerly known as Dev Accelerator Private Limited)

AND

CO-FOUNDERS

AND

PROMOTER 4

AND

THE INVESTORS

THIS SEVENTH ADDENDUM AGREEMENT (“Seventh Addendum Agreement”) to the share subscription and shareholders’ agreement dated December 27, 2022, as amended is executed on 23rd September, 2024 by and among:

- (1) Dev Accelerator Limited (formerly known as Dev Accelerator Private Limited); a company incorporated under Companies Act, 2013, having its Registered office at C-01, The First Commercial Complex, B/S Keshavbaug Party Plot. Vastrapur Ahmedabad, Gujarat – 380015, India (hereinafter referred to as "**Dev Accelerator**" or "**Company**"), which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees) of the **FIRST PART**;
- (2) The Persons set out in **Schedule 1 Part A**. (hereinafter referred to as “**Co-Founder(s)**” which expression shall, unless repugnant to the context herein, be deemed to mean and include, their respective heirs, executors and administrators, as the case may be) of the **SECOND PART**;
- (3) The Persons set out in **Schedule 1 Part B** (hereinafter referred to as “**Promoter 4**” which expression shall, unless repugnant to the context herein, be deemed to mean and include, their respective heirs, executors and administrators, as the case may be) of the **THIRD PART**;
- (6) The Persons set out in **Schedule 1 Part C** (hereinafter referred to as “**Investors**” which expression shall, unless repugnant to the context herein, include its successors and permitted assigns) of the **FORTH PART**.

In this Seventh Addendum Agreement, unless the context otherwise requires, each of the Company, Co-Founders, Promoter 4 and Investors shall hereinafter collectively referred to as the "**Parties**" and individually referred as "**Party**"

WHEREAS:

1. The Parties have executed a share subscription and shareholders’ agreement dated December 27, 2022 (the “**Shareholders’ Agreement**”) to set out their *inter-se rights* and obligations vis-à-vis the Company, which was further amended and supplemented by (i) the first addendum agreement dated December 19, 2023, 2023 between the parties thereto; (ii) the second addendum agreement dated May 8, 2024 between the parties thereto; and (iii) the third addendum agreement dated May 27, 2024 between the parties thereto (iv)) the fourth addendum agreement dated June 29, 2024 between the parties thereto; and (v)) the fifth deed of addendum agreement dated August 12, 2024 between the parties thereto; and (vi)) the sixth addendum agreement dated September 3, 2024 between the parties thereto; and (collectively the “**SHA Addendum Agreements**”) to record their understanding and agreement regarding their respective rights and obligations with regard to their relationship *inter se* and with the Company as Shareholders of the Company. The Shareholders' Agreement dated December 27, 2022 as amended and supplemented by the SHA Addendum Agreements is hereinafter referred to as the “**SHA**”. The Parties are the current parties to the SHA.
2. The Company is considering, subject to the necessary approvals 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 accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules notified thereunder, each as amended and other applicable Law (“**IPO**” or “**Issue**”). The IPO will comprise a fresh issue of Equity Shares by the Company. The Company may also, at its discretion, undertake a pre-IPO placement by way of issuance of equity shares of the Company (“**Pre-IPO Placement**”), prior to the filing of the red herring prospectus in relation to the IPO (the “**RHP**”) with the jurisdictional Registrar of Companies. In this connection, the Parties have discussed that certain terms previously agreed under the SHA are required to be reconsidered, given the legal and regulatory requirements applicable to, and in order to facilitate, the IPO and the Pre-IPO Placement. IPO and Pre-IPO Placement as defined above specifically refers to the IPO and Pre-IPO Placement authorized by the board of directors of the Company pursuant to

its resolution dated September 19, 2024 and authorized by the shareholders of the Company pursuant to the special resolution passed at their extra ordinary general meeting dated September 19, 2024.

3. For the purpose of the IPO, the Company shall file a draft red herring prospectus ("**DRHP**"), RHP and the prospectus with Securities and Exchange Board of India, Registrar of Companies, Gujarat at Ahmedabad ("**RoC**") and the BSE Limited and the National Stock Exchange of India Limited, as the case may be, to comply with the requirements of SEBI ICDR Regulations, the Companies Act, 2013, as amended.
4. Accordingly, in order to facilitate the IPO and the Pre-IPO Placement and as required under applicable Law, it has been agreed that the Parties shall (i) waive and amend certain rights under the SHA, as set out in this Seventh Addendum Agreement from the date of execution of this Seventh Addendum Agreement (hereinafter the "**Effective Date**") till the earlier of the (a) date of filing of the RHP pursuant to the IPO or (b) the IPO Long-Stop Date (as defined hereinafter); and (ii) terminate the SHA in accordance with the terms of this Seventh Addendum Agreement on and from the date of filing of the RHP pursuant to the IPO. Each of (i) and (ii) above being subject to the conditions hereinafter set forth. Accordingly, the Parties have decided to enter into this Seventh Addendum Agreement to set out their understanding in respect of the rights and obligations of the Parties pursuant to the matters set out at Recitals.

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 AND INTERPRETATION

- 1.1 Any terms used and not defined herein shall have the respective meanings ascribed to such terms in the SHA, provided that in the event of any inconsistency between the SHA and this Seventh Addendum Agreement specifically in relation to the contents and subject matter hereof, the terms of this Seventh Addendum Agreement shall supersede and prevail over the terms of the SHA. The rules of interpretation applicable to the SHA shall mutatis mutandis apply to this Seventh Addendum Agreement.
- 1.2 The terms "hereof", "herein", "hereby", "hereto", and derivative of similar terms refer to this Seventh Addendum Agreement or specified sections of this Seventh Addendum Agreement, as the case may be.
- 1.3 This Seventh Addendum Agreement shall form an integral part of the SHA and all terms and conditions of the SHA shall remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent specifically amended, waived, deleted or suspended by this Seventh Addendum Agreement.
- 1.4 From the Effective Date, as used in the SHA, the term "Agreement" shall be read to mean the SHA as amended by this Seventh Addendum Agreement.

2. AMENDMENTS TO THE SHA

- 2.1 Clause 1.1 (*Definitions*) of the SHA shall stand amended to include the following changes and additional definitions:
 - (i) "**IPO**" or "**Issue**" means the initial public offering of the Equity Shares of the Company, which may include a fresh issue of Equity Shares by the Company."
 - (ii) "**IPO Long Stop Date**" means twelve (12) months from the date of receipt of the final observations from SEBI in relation to the draft red herring prospectus filed by the Company for the purposes of the IPO, or such later date as may be mutually agreed in writing by the Parties."
 - (iii) "**Listing Date**" means the date on which the Equity Shares of the Company are listed on a recognized stock exchange in India pursuant to the Issue."

2.2 Clause 11.4 (*Board Observer*) of the SHA is hereby amended and substituted in its entirety with the following:

11.4 “The Board shall consist of such number of directors as may be required or permitted, including such number of independent directors, in accordance with the provisions of the the Companies Act, 2013 and the rules framed thereunder and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, and the composition of the Board of the Company shall be, subject to compliance with the applicable Law.

2.3 A new clause 11.5 shall be inserted after clause 11.4 of the SHA:

“The Promoter 4 shall have the right to nominate and appoint Mr. Jaimin Shah as its nominee Director on the Board of Directors of the Company (such nominee director hereinafter referred to as “**Promoter 4 Nominee Director**”).

Provided further that the right to appoint the Promoter 4 Nominee Director shall be subject to the approval of the shareholders of the Company by way of a special resolution, in the first general meeting of the shareholders which is convened after the Listing Date.

The Board shall also contain such number of whole-time directors, non-executive directors and independent directors as may be required under the regulations prescribed by SEBI, the Companies Act, 2013 and other applicable law.”

2.4 Clause 21.1 (*Termination*) of the SHA is hereby amended and substituted in its entirety with the following clause:

21.1 “For the avoidance of doubt, it is hereby clarified that, save and except for Clauses mentioned in Clause 21.2 of the SHA, this Agreement shall terminate automatically, upon the filing of the red herring prospectus by the Company in relation to the IPO with the jurisdictional Registrar of Companies without any further act or deed required by any Party.”

2.5 Clause 21.2 (*Consequences of Termination*) of the SHA is hereby amended and substituted in its entirety with the following clause:

21.2 “In the event of termination of this Agreement, the provisions of Clauses 11.5, 20 (Non-Compete and Non-Solicitation), 21.1 (Termination), 22 (Miscellaneous Provisions), 23 (Dispute Resolution) and 24 (Force Majeure) of the SHA shall survive the termination of this Agreement. Clause 1 (Definitions and Interpretations) shall survive the termination of this Agreement, to the extent required to interpret any of the surviving clauses of the Agreement.”

2.6 Clause 22.8 (*Survival Provisions*) of the SHA is hereby amended and substituted in its entirety with the following clause:

22.8. “Notwithstanding anything contained in this Agreement. Clauses 8 (Representations and Warranties), 9 (Indemnity), 11.5, 22 (Miscellaneous Provisions), 23 (Dispute Resolution) and 25 (Governing Law and Jurisdiction) shall survive the termination of this Agreement for any reason whatsoever.”

3. WAIVER OF RIGHTS

3.1 In order to facilitate, and only to the extent that they relate to the (a) the IPO and/ or (b) Pre-IPO Placement, the relevant Parties, hereby agree to waive from the Effective Date, only till the earlier of: (i) date of the filing of the RHP pursuant to the IPO; or (ii) the Company withdrawing any of the offer documents filed

with the relevant regulators in connection with the IPO; or (iii) the IPO Long Stop Date (*defined above*), all of their respective rights and certain obligations of the Parties as applicable, under the following provisions of the SHA and the corresponding provisions of the Articles of Association, only to the extent that they relate to the IPO and/ or Pre-IPO Placement:

- a. Clause 7 (*Negative Covenants of the Company*), solely to the extent that such matters relate to the IPO and Pre-IPO Placement, i.e. sub-Clauses '7.1.1', '7.1.2', '7.1.5', '7.1.6' and '7.1.9' of the SHA;
- b. Clause 11.3 (*Reserved Matters*) read with Schedule 5 (*Reserved Matters*), solely to the extent that such matters relate to the IPO and Pre-IPO Placement, i.e. matter 'a', 'b', 'd', 'e', 'n' and 'o' in 'Schedule 5' of the SHA;
- c. Clause 11.4 (*Board Observer*) read with Schedule 10, only to the extent of the provision requiring an observer to be appointed on the board of directors of the Company;
- d. Clause 13 (*Shareholders Meeting*);
- e. Clause 14 (*Pre-emptive Right*), solely to the extent that the provisions of such clause shall not be required to be complied with in relation to any fresh issue of Equity Shares to the public pursuant to the IPO and/or Pre-IPO Placement;
- f. Clause 16.1(a)(ii) (*Initial Public Offering*);
- g. Clause 17 (*Anti- Dilution Right of the Investor*), solely to the extent that the provisions of such clause shall not be required to be complied with in relation to any fresh issue of Equity Shares to the public pursuant to the IPO and/or Pre-IPO Placement;

3.2 Solely for the purposes of the IPO and the Pre-IPO Placement, the Parties agree to waive their respective rights under the following provisions of the SHA from the date of filing of the DRHP:

- a. Clause 11 (*Information, Inspection Rights, and Management Rights*), solely to the extent that it is not in compliance with Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and other applicable Law.

4. TERMINATION OF THIS SEVENTH ADDENDUM AGREEMENT

4.1 Subject to clause 4.2, this Seventh Addendum Agreement shall be valid and come into effect on and from the Execution Date and shall continue to be in full force and effect until mutually terminated by the Parties, in writing.

4.2 Notwithstanding the provisions of clause 4.1 above, this Seventh Addendum Agreement shall automatically terminate and be of no further force or effect and each of the amendments and waivers provided hereunder shall be automatically rescinded and revoked, without any further act or deed required by any Party and without any liabilities or obligations whatsoever, on the earlier of the: (a) date of filing of the RHP pursuant to the IPO, in the event of the consummation of the IPO, or (b) IPO Long Stop Date, in the event that the IPO is not consummated, or (c) the date on which the IPO is withdrawn and any offer document filed with any regulator in respect of the IPO, including any draft offer document filed with the Securities and Exchange Board of India is withdrawn.

4.3 Notwithstanding anything contained in this Amendment Agreement, if the IPO is not completed on or prior to the IPO Long Stop Date and / or if the IPO is withdrawn and any offer document filed with any regulator in respect of the IPO, including any draft offer document filed with the Securities and Exchange Board of India is withdrawn, the Parties agree that the provisions of the SHA (as existing prior to the execution of this Seventh Addendum 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; (ii) be deemed to have been in force during the period between date of execution of this Seventh Addendum Agreement and the date of termination of this Seventh Addendum Agreement, without any break or interruption whatsoever, and (iii) all the rights of each of the Parties under the SHA shall, be deemed to have been restored to the position existing prior to the execution of this Seventh Addendum Agreement such that the relevant Party shall possess the same rights each of the relevant Party had the benefit of, immediately prior to effectiveness of this Seventh Addendum Agreement. It is clarified that the Parties shall take all such actions, and do all such things, necessary to ensure that the Parties are placed in the same position and possess the same rights as if this Seventh Addendum Agreement had never been executed and implemented. 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.

5. REPRESENTATIONS AND WARRANTIES

5.1 Each Party represents to the other Parties hereto that:

- (a) such Party has the authority and capacity to enter into, execute and deliver this Seventh Addendum Agreement 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 Seventh Addendum Agreement; and
- (b) the execution and delivery by such Party of this Seventh Addendum Agreement 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.

5.2 Under the terms of Clause 22.10 (*Confidentiality*) of the SHA, consent of the Parties is hereby provided for disclosure of the terms of the SHA and this Seventh Addendum Agreement, strictly to the extent required under applicable Law, including in the draft red herring prospectus, RHP, prospectus, preliminary offering memorandum, final offering memorandum and submissions to SEBI and any announcements or press releases or any investor presentations in respect thereof, and any other documents prescribed in connection with the IPO and for compliance with the requirement for the Company to provide copies of such agreements as material contracts for inspection, in such form and manner as may be required under applicable law, in connection with the IPO.

6. UNDERTAKINGS

- 6.1 The Parties acknowledge that for the purpose of the proposed IPO, they have agreed that a new set of articles of association of the Company ("**New Articles**") shall be adopted. The adoption of the New Articles shall be undertaken by the Company as soon as possible after the date of execution of this Seventh Addendum Agreement, and in any event prior to the filing of the draft red herring prospectus with SEBI.
- 6.2 The New Articles would be divided in two parts of which, the first part shall conform to the requirements and directions provided by the SEBI, BSE Limited and the National Stock Exchange of India Limited and contain such other articles as required by a public limited company under applicable Law (including the Companies Act, 2013) and shall exclude all shareholder rights which are contained in the extant Articles of Association of the Company (hereinafter referred to as "**Part A**") and the second part shall contain the extant Articles of Association of the Company which shall comprise of all Shareholder rights (hereinafter referred to as "**Part B**") in accordance with the terms of the SHA and this Seventh Addendum Agreement. The Parties agree that each of the amendments, waivers and consents granted under this Seventh Addendum Agreement shall be deemed to be an amendment, waiver and consent under the corresponding clauses of Part B of the New Articles.
- 6.3 It is further clarified that, in the event of any inconsistency between Part A and Part B, the provisions of Part B shall prevail over Part A. However, Part B will automatically terminate and will cease to have any force and effect on and from the date of filing of the RHP pursuant to the IPO, without any further action by the Company or by the Shareholders.
- 6.4 In case of termination of this Seventh Addendum Agreement in accordance with Clause 4.3 of this Seventh Addendum Agreement, all amendments to the Articles of Association, under or pursuant to this Seventh Addendum Agreement shall automatically cease to have effect, and the Parties shall act in accordance with Clause 4.3 of this Seventh Addendum Agreement to give effect to the aforesaid.

7. COUNTERPARTS

This Seventh Addendum Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Seventh Addendum Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

8. MISCELLANEOUS

The provisions of clause 22.5 (*Notices*), clause 23 (*Dispute Resolution*) and clause 25 (*Governing Law and Jurisdiction*) of the SHA shall apply to this Seventh Addendum Agreement and are hereby incorporated by reference in their entirety herein, mutatis mutandis.

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Dev Accelerator Limited**
(Formerly known as Dev Accelerator Private Limited)

Name: Mr. Umesh Uttamchandani

Designation: Managing Director

Signature: _____



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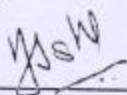
IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Dev Information Technology Limited**

Name: Mr. Jaimin Shah

Designation: Director

Signature: _____

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IN WITNESS WHEREOF, the Parties have entered into and executed Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Mr. Umesh Uttamchandani**

Name: **Mr. Umesh Uttamchandani**

Signature: _____

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Mr. Parth Shah**

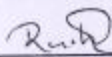
Name: **Mr. Parth Shah**

Signature: _____

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Rushit Shah
Name: Mr. Rushit Shah

Signature: 

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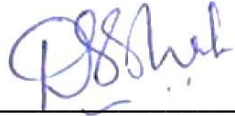
IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **NX Capital Partners**

Name: **Mr. Dhaval Shah**

Designation: Partner

Signature: _____



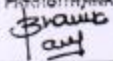
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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Parashwanath Land Organizers LLP**

Name: Mr. Bhavik Patel

Designation: ~~Designated Partner~~ **Designated Partner** **ORGANISERS LLP**

Signature: 

Designated Partner

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Ms. Komal Rathi**

Name: **Ms. Komal Rathi**

Designation: Individual



Signature: _____

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Abhishek Singhvi

Name: Mr. Abhishek Singhvi

Designation: Individual

Signature: Abhishek

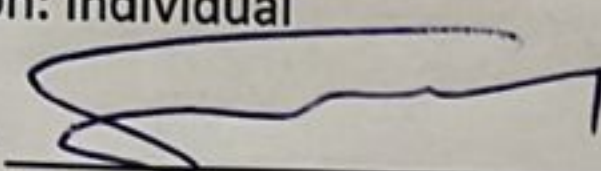
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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Mr. Shrijay Sheth**

Name: **Mr. Shrijay Sheth**

Designation: Individual

Signature:  _____

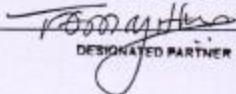
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IN WITNESS WHEREOF, the Parties have entered into and executed this Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Unmaj Corporation LLP

Name: Mr. Tejas Majithia

Designation: Designated Partner
UNMAJ CORPORATION LLP

Signature:  _____
DESIGNATED PARTNER

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Ms. Shakuntala Nagori

Name: Ms. Shakuntala Nagori

Designation: Individual

Signature: शकुन्तला नागरी

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Anshul Shah

Name: Mr. Anshul Shah

Signature: 

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Utsav Shah

Name: Mr. Utsav Shah

Signature:

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of SIDDHANT INVESTMENTS

Name: Mr. Kalpesh Harakhchand Gala

Designation: Partner

Signature: Kalpesh H. Gala

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Parbhudas Kishordas Tobacco Products Private Limited

Name: Mr. Amrish Jaswantlal Patel

Designation: Managing Director
For Parbhudas Kishordas Tobacco Products Private Limited

Signature: Amrish Patel
Managing Director

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of J. P. Tobacco Products Private Limited

Name: Mr. Amrish Jaswantlal Patel

Designation: Managing Director, J. P. TOBACCO PRODUCTS PRIVATE LIMITED

Signature: Amrish Patel
Managing Director

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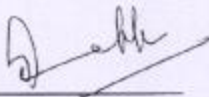
IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Soham Padmank Mehta**

Name: Soham Padmank Mehta

Designation: Individual

Signature: _____

A handwritten signature in black ink, appearing to read 'Soham', is written over a horizontal line. The signature is stylized with a long, sweeping underline that extends to the right.


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IN WITNESS WHEREOF, the Parties have entered into and executed this Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Advent Envirocare Technology Private Limited**

Name: Soham Padmank Mehta

Designation: Director **ADVENT ENVIROCARE TECHNOLOGY PVT. LTD.**

Signature:  _____
DIRECTOR

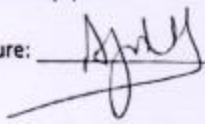
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...ATOR LIMITED
...at Commercial Complex, B
Ahmedabad-380015, Guj
J2020PLC115984
E-Mail: connect@...

IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Ajay Patel

Name: Mr. Ajay Patel


Signature: 

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Mr. Mitesh Patel**

Name: Mr. Mitesh Patel

Signature: 

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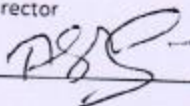
IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Ducon Consultants Private Limited

Name: Mr. Anshul Shah

Designation: Director

Signature: _____



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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Pratik Sheth

Name: Mr. Pratik Sheth

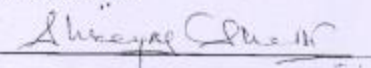
Signature: _____

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Shreyas Sheth

Name: Mr. Shreyas Sheth

Signature: 

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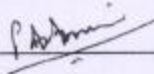
IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Paresh Amin

Name: Mr. Paresh Amin

Designation: Individual

Signature: _____

A handwritten signature in black ink, appearing to read 'Paresh Amin', is written over a horizontal line.

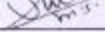
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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. ~~Pooresh Amin~~ ^{Margesh Shah}

Name: Mr. Margesh Shah

Designation: Individual

Signature: 

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Manan Shah

Name: Mr. Manan Shah

Designation: Individual

Signature: Manan R Shah

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Saurabh Kumar

Name: Mr. Saurabh Kumar

Designation: Individual

Signature: Saurabh Kumar

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Ardeko Asset Management Private Limited

Name: Mr. Devam Modi

Designation: Director

Signature: Devam Modi



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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Molkem India Chemicals LLP

Name: Mr. Preet Shah

Designation: Designated Partner

Signature: _____



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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Shreenath Smart Technologies Private Limited

Name: Mr. Shrujal Patel

Designation: Director

Signature: FOR, SHREENATH SMART TECHNOLOGIES PVT. LTD.



DIRECTOR

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Ishaan Marketing Private Limited

Name: Mr. Shrujal Patel

Designation: Director

Signature: — **For, Ishaan Marketing Pvt. Ltd.**

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Tycho Ventures Private Limited

Name: Mr. Rajiv Pathak

Designation: Authorized Signatory

Signature: _____



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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Chhatisgarh Investments Limited

Name: Anant Sarda

Designation: Authorized Signatory

Signature:  _____

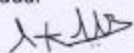
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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mr. Ankur Agarwal

Name: Mr. Ankur Agarwal

Designation: Individual

Signature:  _____

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Mr. Akshay Gupta**

Name: **Mr. Akshay Gupta**

Designation: Individual

Signature: _____

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mrs. Shailli Naimish Shakhpara

Name: **Mrs. Shailli Naimish Shakhpara**

Designation: Individual

Signature: _____

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Mr. Amit Chokshi**

Name: **Mr. Amit Chokshi**

Designation: Individual

Signature: Amit Chokshi

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of Mrs. Shital Mayank Patel

Name: Mrs. Shital Mayank Patel

Designation: Individual


Signature: Shital Mayank Patel

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Deepak Vaswani**

Name: Deepak Vaswani

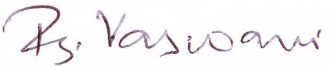
Signature: 

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Rajesh Vaswani**

Name: Rajesh Vaswani

Signature: 

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IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Mr. Sunny Agarwal**

Name: **Mr. Sunny Agarwal**

Designation: Individual

A rectangular box containing a handwritten signature in dark ink. The signature is stylized and appears to read 'Sunny Agarwal'.

Signature: _____

(Remainder of the page has been intentionally left blank)

IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Maximus Wealth Management LLP**

Name: Mr. Chirag Patel

Designation: Designated Partner

Maximus Wealth Management LLP

Authorized Signatory

Signature: _____

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