



IN-GJ95377594017779V



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹300

₹10300₹300

Certificate No.

IN-GJ95377594017779V

Certificate Issued Date

19-Dec-2023 02:22 PM

Account Reference

IMPACC (SV)/ gj13226304/ GULBAI TEKRA/ GJ-AH

Unique Doc. Reference

SUBIN-GJGJ1322630413948643991758V

Purchased by

DEV ACCELERATOR PRIVATE LIMITED

Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

AGREEMENT

Consideration Price (Rs.)

0

(Zero)

First Party

DEV ACCELERATOR PRIVATE LIMITED

Second Party

Umesh Uttamchandani And Others

Stamp Duty Paid By

DEV ACCELERATOR PRIVATE LIMITED

Stamp Duty Amount(Rs.)

300

(Three Hundred only)



IN-GJ95377594017779V

IE 0020467605

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.

ADDENDUM TO SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

BY AND AMONGST

MR. UMESH UTTAMCHANDANI

AND

MR. PARTH SHAH

AND

MR. RUSHIT SHAH

AND

DEV INFORMATION TECHNOLOGY LIMITED

AND

OTHER SHAREHOLDERS

AND

INVESTORS

AND

NEW INVESTORS

AND

DEV ACCELERATOR PRIVATE LIMITED

DATED

19th December, 2023

THIS ADDENDUM TO SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT DATED 27TH DECEMBER, 2022 ("SSHA") (hereinafter referred as "Agreement") is made at Ahmedabad as of this 19th December, 2023 ("Execution Date") between:

- (1) **Dev Accelerator Private Limited;** (CIN - U74999GJ2020PTC115984), 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 GJ 380015 IN (hereinafter referred to as "**Dev Accelerator**" or "**Company**" or "**DevX**"); which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees) of the **FIRST PART**;

AND

- (2) **Persons Set Out in Schedule 1 Part A of SSHA,** (i.e., **Co-Founder(s)** of the Company 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**

AND

- (3) **Persons Set Out in Schedule 1 Part B of SSHA,** (i.e., **Promoter 4** of the Company 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**

AND

- (4) **Persons Set Out in Schedule 1 Part C of SSHA,** (i.e., **Other Existing Shareholders** of the Company 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 **FOURTH PART**

AND

- (5) **Persons Set Out in Schedule 1 Part D of SSHA,** (i.e., **Investors** of the Company under this Agreement which expression shall, unless repugnant to the context herein, include its successors and permitted assigns) of the **FIFTH PART**;

- (6) **Persons Set Out in Schedule 1 of this Agreement,** (i.e., **New Investors** of the Company under this Agreement which expression shall, unless repugnant to the context herein, include its successors and permitted assigns) of the **SIXTH PART**

The Company, Co-Founders, Promoter 4, Other Existing Shareholders, Investors and New Investors shall hereinafter collectively referred to as the "Parties" and individually Referred as "Party".

WHEREAS:

- A. The Company is engaged in the business of providing Co-Working Space to Businesses. ("Business");
- B. The Authorized Capital of Company is INR 5,00,00,000 Divided in to 50,00,000 Securities and Paid-up Capital of Company is INR 3,58,96,980 Divided into 35,89,698 Securities.
- C. New Investors has agreed relying upon the representations, Warranties as defined SSHA dated 27th December, 2022, promises and covenants given by the Co-Founders and the Company hereunder to subscribe to the Subscription Securities (*as defined hereinafter*) in accordance with the provisions of the Act, and all other applicable laws in consideration for the Subscription Amount of INR 12,50,02,188/- upon the terms and conditions set out in this Addendum and SSHA dated 27th December, 2022; and
- D. The Parties are now entering into this Agreement for the purpose of recording the terms of the investment by -New Investors in the Company and regulating the relationship of the Promoters, the Company and all the Investors, their inter se rights and obligations with respect to the management and operations of the Company.

WHEREAS:

- A) The Parties had entered into a Share Subscription and Share Holder's Agreement ("SSHA") vide Agreement dated 27th December, 2022;
- B) The Parties intend to make certain amendments to the SSHA in accordance with the terms and conditions contained therein and, in a manner as more particularly provided in this Addendum;
- C) Parties agree that all the capitalized terms contained herein shall have the same meaning as ascribed to them in the SSHA unless otherwise specified.

A. SHARE SUBSCRIPTION AND SHARE ALLOTMENT

- 1. The Company entered into the SSHA vide Agreement dated 27th December, 2022;
- 2. The Company has now decided to raise an additional fund of INR 12,50,02,188/- (Indian Rupees Twelve Crore Fifty Lakhs Two Thousand One Hundred Eighty-Eight Only) by issuing 692 additional equity shares. Accordingly, below provisions of SSHA stands amended:
 - a. Schedule 1 Part D of SSHA shall stand replaced with Schedule 2 of this Agreement
 - b. Schedule 2 Part A of SSHA shall stand replaced with Schedule 3 Part A of this Agreement
 - c. Schedule 2 Part C of SSHA shall stand replaced with Schedule 3 Part B of this Agreement
 - d. Schedule 2 Part D of SSHA shall stand replaced with Schedule 3 Part C of this Agreement
 - e. Schedule 8 shall stand replaced by Schedule 4 of this Agreement
- 3. Subject to the provisions of this Addendum, New Investors shall, upon issuance of Equity Shares - have all rights and obligations offered to Investors as defined in SSHA.

4. New investors hereby agree and acknowledges that it shall be bound by the Agreements including any amendments or modifications thereto or restatement thereof, from time to time, in accordance with its terms.

5. This Deed of Addendum shall form an integral part of SSHA agreement dated 27th December, 2022 and will be read alongside SSHA.

B. CONFLICT

If any provisions of the SSHA conflict with any of the provisions of this Addendum, then, to the extent permissible under the Applicable Law, the provisions of this Addendum shall prevail over the SSHA.

C. GOVERNING LAW AND JURISDICTION

This Addendum shall be governed in all respects by the Applicable Laws of India. Subject to the provisions of Clause D, the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction to determine any disputes arising out of or in relation to this Addendum.

D. DISPUTE RESOLUTION

In the event of any dispute, claim or controversy arising under, or in relation to, this Addendum, such dispute shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be settled by a sole arbitrator to be appointed by the parties to the dispute. If the parties are unable to appoint a sole arbitrator by way of mutual consent, then such arbitrator shall be appointed pursuant to the provisions of Section 11 of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Ahmedabad, Gujarat. All arbitration proceedings shall be conducted in English. The arbitration award shall be final and binding on the Parties and shall be enforceable in any competent court of law, and the Parties agree to be bound thereby and to act accordingly.

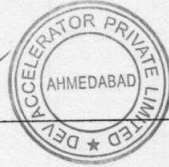
IN WITNESS WHEREOF, the Parties have entered into and executed this Addendum to Share Subscription and Shareholders Agreement as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of **Dev Accelerator Private Limited**

Name: Mr. Umesh Uttamchandani

Designation: Director

Signature: _____



(Remainder of the page has been intentionally left blank)

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: _____

(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 **Mr. Rushit Shah**

Name: **Mr. Rushit Shah**

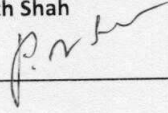
Signature: 

(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 **Mr. Parth Shah**

Name: **Mr. Parth Shah**

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 **Dev Information Technology Limited**

Name: Mr. Jaimin Shah

Designation: Director

Signature: _____

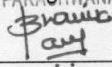
(Remainder of the page has been intentionally left blank)

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 **Parashwanath Land Organizers LLP**

Name: Mr. Bhavik Patel

Designation: Designated Partner

Signature: 
Designated Partner

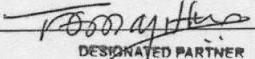
(Remainder of the page has been intentionally left blank)

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

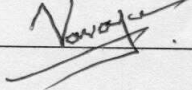
Designation: Designated Partner
UNMAJ CORPORATION LLP

Signature: 
DESIGNATED PARTNER

(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 **Mr. Vikram Ambalal Vakil**
Name: **Mr. Vikram Ambalal Vakil**

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 **Mrs. Palak Shah**
Name: **Mrs. Palak Shah**

Ⓟ Signature: Palak P. Shah

(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 Mr. Anshul Shah

Name: Mr. Anshul Shah

Signature: _____

A handwritten signature in black ink, appearing to be 'AS' followed by a stylized flourish, written over a horizontal line.

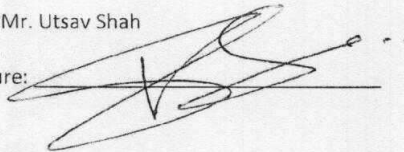
(Remainder of the page has been intentionally left blank)

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 Mr. Utsav Shah

Name: Mr. Utsav Shah

Signature:

A handwritten signature in black ink, consisting of stylized, overlapping loops and a horizontal line at the base.

(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 **SIDDHANT INVESTMENTS**

Name: Mr. Kalpesh Harakhchand Gala

Designation: Partner

Signature: Kalpesh H. Gala

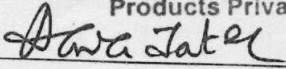
(Remainder of the page has been intentionally left blank)

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 **Parbhudas Kishordas Tobacco Products Private Limited**

Name: Mr. Amrish Jaswantlal Patel

Designation: ~~Managing Director~~ **Parbhudas Kishordas Tobacco Products Private Limited**

Signature: 
Managing Director

(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 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


(Remainder of the page has been intentionally left blank)

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

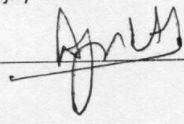
(Remainder of the page has been intentionally left blank)

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 **Mr. Ajay Patel**

Name: Mr. Ajay Patel

Signature: _____

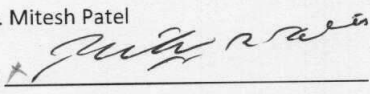
A handwritten signature in black ink, appearing to read 'Ajay Patel', is written over a horizontal line. The signature is stylized with a large initial 'A' and a cursive 'P'.

(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 **Mr. Mitesh Patel**

Name: Mr. Mitesh Patel


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 **Deepak Vaswani**

Name: Deepak Vaswani

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 **Rajesh Vaswani**

Name: Rajesh Vaswani

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 **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 horizontal stroke extending to the right.

(Remainder of the page has been intentionally left blank)

SCHEDULE 1
LIST OF NEW INVESTORS

Sr. No.	Name	PAN No.	Address	E-mail
1	Advent Envirocare Technology Private Limited	AABCA3059K	Corporate Road, A18 TH Floor, Safal Profitaire, Prahaladnagar, Prahaladnagar, Ahmedabad - 380015, Gujarat, India	soham@adventenvirocare.com
2	Mr. Mitesh Ramanbhai Patel	AFFPP2417J	2, Ekta Farm, Opp. Ashok Vatika, Ambli Bopal Road, Ahmedabad - 380058, Gujarat, India	Mitesh@ritibuildspace.com
3	Mr. Ajay Surendrabhai Patel	AETPP8820Q	5, Jagnirman Society, B/h Navrang High School, Naranpura, Ahmedabad - 380013, Gujarat, India	ajayspatel73@gmail.com

SCHEDULE 2
List of Investors

Sr. No.	Name	Authorized Person	Address
1	Parashwanath Land Organizers LLP	Mr. Bhavik Patel	6, Shantiniketan Society, Behind Gujarat College, Ellisbridge Ahmedabad Ahmedabad Gujarat 380006
2	Unmaj Corporation LLP	Mr. Tejas Majithia	Urmin House, Ground Floor, B/s HOF Living, Opp Mann Party Plot, Sindhu Bhavan Road, Ahmedabad Gujarat 380059
3	Siddhant Investments	Mr. Kalpesh Harakhchand Gala	PLOT NO. 435., BABURAO PARULEKAR MARG, NEAR SHARDASHRAM SOCIETY, DADAR WEST, MUMBAI, MUMBAI CITY, MAHARASHTRA 400028
4	Parbhudas Kishordas Tobacco Products Private Limited	Mr. Amrish Jaswantlal Patel	659/1 GUBAI TEKROPANCHVATI ELLISBRIDGE AHMEDABAD GJ 000000 IN
5	J. P. Tobacco Products Private Limited	Mr. Amrish Jaswantlal Patel	2nd Floor Parshwanath Business Park, Corporate House1, Nr. Prahladnagar Garden, Satellite, Ahmedabad GJ 380015 IN
6	Mr. Anshul Shah	N/A	26, Charankrupa Society-2 , 132 Feet Ring Road, Satellite Shivrangani Cross Road, Ahmadabad City, Manekbag, Ahmadabad City, Ahmedabad, Gujarat-380015
7	Mr. Utsav Shah	N/A	26, Charankrupa Society-2, 132 Feet Ring Road, Satellite Shivrangani Cross Road, Ahmadabad City, Manekbag, Ahmadabad City, Ahmedabad, Gujarat-380015
8	Rajesh Vaswani	N/A	Bungalow No.-4, Amulyam, B/h Chimanbhai Inst of Management, SG Road, Satellite, Ahmedabad-380015
9	Deepak Vaswani	N/A	3-Rajdeep Villa, Opp. Rivera 11, Shree Sampat Co Op Housing Society, Prahladnagar, Ahmedabad - 380015
10	Advent Envirocare Technology Private Limited	Mr. Soham Padmank Mehta	Corporate Road, A18 TH Floor, Safal Profitaire, Prahaladnagar, Prahaladnagar, Ahmedabad - 380015, Gujarat, India
11	Soham Padmank Mehta	Soham Padmank Mehta	C/O Padmank Mehta, Bumglow No 1, Seven Bungalows, B/h Rangvaka, Gotila Auda Garden, Sindhu Bhawan Road, Bodakdev, Ahmedabad City, Bodakdev, Ahmedabad, Gujarat-380054
12	Mr. Mitesh Ramanbhai Patel	N/A	2, Ekta Farm, Opp. Ashok Vatika, Ambli Bopal Road, Ahmedabad - 380058, Gujarat, India
13	Mr. Ajay Surendrabhai Patel	N/A	5, Jagnirman Society, B/h Navrang High School, Naranpura, Ahmedabad - 380013, Gujarat, India

Schedule 3

PART A

Shareholding as on the Execution Date for Equity Shares (on a Fully Diluted Basis)

No	Name	No. of Shares	% Shareholding
1	M/S Dev Information Technology Ltd	3,880	31.86%
2	Mr. Umesh Satishkumar Uttamchandani	1,374	11.28%
3	Mr. Parth Naimeshbhai Shah	1,376	11.30%
4	Mr. Rushit Shardulkumar Shah	1,376	11.30%
5	M/S Parashwanath Land Organisers LLP	1,789	14.69%
6	Unmaj Corporation LLP	609	5.00%
7	Mrs. Palak Priyal Shah	1	0.01%
8	Mr. Vikram Ambalal Vakil	1	0.01%
9	Anshul Shah	33	0.27%
10	Utsav Shah	50	0.41%
11	Rajesh Vaswani	187	1.54%
12	Deepak Vaswani	187	1.54%
13	SIDDHANT INVESTMENTS	609	5.00%
14	Parbhudas Kishordas Tobacco Products Private Limited	366	3.01%
15	J. P. Tobacco Products Private Limited	243	2.00%
16	Advent Envirocare Technology Private Limited	65	0.53%
17	Soham Padmank Mehta	33	0.27%
	Total	12,179	100.0%

Schedule 3
PART B
Details of Subscription shares to be issued

Name	No. of Shares after Issue	% Shareholding
Advent Envirocare Technology Pvt Ltd	138	1.08 %
Mr. Ajay Patel	416	3.23%
Mr. Mitesh Patel	138	1.07%
Total	692	5.88%

Schedule 3

PART C

Shareholding as on Closing date for Equity Shares (on a Fully Diluted Basis)

No	Name	No. of Shares after Issue	% Shareholding
1	M/S Dev Information Technology Ltd	3,880	30.15%
2	Mr. Umesh Satishkumar Uttamchandani	1,374	10.68%
3	Mr. Parth Naimeshbhai Shah	1,376	10.69%
4	Mr. Rushit Shardulkumar Shah	1,376	10.69%
5	M/S Parashwanath Land Organisers LLP	1,789	13.90%
6	Unmaj Corporation LLP	609	4.73%
7	Mrs. Palak Priyal Shah	1	0.01%
8	Mr. Vikram Ambalal Vakil	1	0.01%
9	Anshul Shah	33	0.26%
10	Utsav Shah	50	0.39%
11	Rajesh Vaswani	187	1.45%
12	Deepak Vaswani	187	1.45%
13	Siddhant Investments	609	4.73%
14	Parbhudas Kishordas Tobacco Products Private Limited	366	2.84%
15	J. P. Tobacco Products Private Limited	243	1.89%
16	Soham Mehta	33	0.26%
17	Advent Envirocare Technology Pvt Ltd	203	1.58%
18	Mr. Ajay Patel	416	3.23%
19	Mr. Mitesh Patel	138	1.07%
	Total	12,871	100.0%

List of Entities pursuant to Clause 20.3 of SSHA

Sr. No.	Name
1	Parashwanath Land Organizers LLP (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
2	Unmaj Corporation LLP (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
3	Siddhant Investments (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
4	Parbhudas Kishordas Tobacco Products Private Limited (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
5	J. P. Tobacco Products Private Limited (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
6	Mr. Anshul Shah (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
7	Mr. Utsav Shah (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
8	Deepak Vaswani (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
9	Rajesh Vaswani (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
10	Dev Information Technology Limited (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
11	Mr. Soham Padmank Mehta (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
12	Advent Envirocare Technology Private Limited (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
13	Mr. Mitesh Ramanbhai Patel (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)
14	Mr. Ajay Surendrabhai Patel (which expression unless repugnant to the context shall include its representatives, sister concerns, affiliates, successors and assignees)