



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ40740317289350T
Certificate Issued Date : 19-Oct-2021 04:06 PM
Account Reference : IMPACC (SV)/ gj13226304/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1322630415986240255175T
Purchased by : DEV ACCELERATOR PVT LTD
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : DEV ACCELERATOR PVT LTD
Second Party : LAS OLAS VENTURES LLP
Stamp Duty Paid By : DEV ACCELERATOR PVT LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



KC 0019224297

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.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. 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 DATED 28th October 2021

BY AND AMONGST

GROWFITTER PRIVATE LIMITED (COMPANY)

AND

SANMATI ANILKUMAR PANDE (FOUNDER 1)

AND

HARSHIT SETHY (FOUNDER 2)

AND

EXISTING INVESTORS

AND

LAS OLAS VENTURES LLP

AND

UNITIVE VENTURES LLP

AND

DEV ACCELERATOR PRIVATE LIMITED

ADDENDUM TO SHARE SUBSCRIPTION AND SHAREHOLDERS AGREEMENT

This ADDENDUM to Share Subscription and Shareholders Agreement dated 16th September, 2021 (“**Addendum**”) is made on this 28th October, 2021 (“**Effective Date**”)

BY AND AMONGST:

1. **GROWFITTER PRIVATE LIMITED**, bearing CIN No. **U93000MH2016PTC281315** and having its registered office at 104 1st Floor, Shree Sainath Society CHS Anand Nagar, Vakola Police Lane Santacruz East Mumbai, 400055, Maharashtra (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 nominees, agents and permitted assigns) through its’ Director Mr. Ravi Nishant; and
2. Sanmati Anilkumar Pande, son of AnilKumar Pande, aged about 36 years, citizen of India and currently residing at B/1201, Rushi heights, Riddhi Garden, film city road, Goregaon east, Mumbai 400097 (hereinafter referred to as the “**Founder 1**”, which expression shall, unless it be repugnant or contrary to the context thereof, mean and include his heirs, legal representatives, successors and permitted assigns); and
3. Harshit Sethy, son of Praveen Sethy, aged about 30 years, citizen of India and currently residing at 902, Plot no 158, Rajendra Jhaveri residency, Jawahar Nagar, Goregaon West, Mumbai (hereinafter referred to as the “**Founder 2**”, which expression shall, unless it be repugnant or contrary to the context thereof, mean and include his heirs, legal representatives, successors andpermitted assigns); and
4. **THE PERSONS NAMED IN SCHEDULE A-Part II OF THE SSSHA** (hereinafter collectively referred to as the “Existing Investors” and individually as “Existing Investor”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, legal representatives, successors, transferees and permitted assigns);
5. Las Olas Ventures LLP Unitive Ventures LLP , a company incorporated under the Companies Act, 2013, holding CIN No AAY-5980 and having its registered office at C 01, The First, B/S Keshavbhaug Party Plot B/H ITC Hotel, Vastrapur, Ahmedabad GJ 380015 In , (Herein after referred as DevX Venture Fund or DVF) through its authorized representative Mr. Rushit Shardulkumar Shah
6. Unitive Ventures LLP , a company incorporated under the Companies Act, 2013, holding CIN No AAQ-7386 and having its registered office at 6 Shantiniketan, So, Opp Gujarat College, Ellisbridge Ahmedabad GJ 380006 (Herein after referred as DevX Venture Fund or DVF) through its authorized representative Mr. Rushit Shardulkumar Shah
7. Dev Accelerator Private Limited a company incorporated under the Companies Act, 2013, holding CIN No U74999GJ2020PTC115984 and having its registered office at C-01, The First Commercial Complex, B/S Keshavbaug Party Plot, Vastrapur AHMEDABAD GJ 380015 (herein after referred as “Dev Accelerator”) through its authorized representative Mr. Umesh Satishkumar Uttamchandani

The Founder 1 and Founder 2 are hereinafter referred to individually as a “**Founder**” and collectively as the “**Founders**”.

Las Olas Ventures LLP and Unitive Ventures LLP (Herein after referred as DevX Venture Fund or DVF) ,and Dev Accelerator Private Limited (herein after referred as “Dev Accelerator”) (“collectively referred as New **Investors**”)

New Investors and Existing Investors are hereinafter referred to individually as “Investor”/ collectively as the “Investors”.

The Company, the Founders and the Investors are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. The Company, Founders, Existing Investors, IPV Investors, FirstPort Capital and the Investment Facilitator had entered into Share Subscription and Shareholders Agreement on 16th September 2021 (the “**SSSHA**”) for the purpose of recording their *inter se* rights and obligations regarding the management of the Company and other rights and obligations, and other matters as defined in the SSSHA;

The Company has requested The Las Olas ventures **and** Unitive Ventures LLP and Dev Accelerator Private Limited to invest in the Share Capital of the Company, and subject to the terms of the Transaction Documents and based on the Warranties and covenants given by the Founders and the Company under SSSHA and this Addendum, DVF and Dev Acceleratoras mentioned under Schedule A-Part III, are desirous of investing an amount of INR **78,09,893** /- (Indian Rupees Seventy Eight Lacs Nine Thousand Eight Hundred and Ninety Three only) in consideration for the subscription to Pre Series A1 CCPS.

- B. The Parties herein after deliberations with mutual consent have decided to enter into this Addendum to the SSSHA in order to record the relevant modifications in the SSSHA; and
- C. The Las Olas ventures and Unitive Ventures LLP will act, execute and do all such deeds to enforce this Agreement through Mr. Rushit Shardulkumar Shah, and Mr. Tejas Majithia respectively authorized representative of Investors acting on DevX Venture Fund as well.
- D. Dev Accelerator Private Limited will act, execute and do all such deeds to enforce this Agreement represented by its Director Mr. Umesh Satishkumar Uttamchandani (“**Investment Manager Representative**”).

NOW THIS ADDENDUM WITNESSES AND IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Unless specified herein, on and from the Effective Date of this Addendum, DVF and Dev Accelerator shall be made a party to the SSSHA with DVF and Dev Accelerator having rights and privileges ranking *pari-passu* with the rights available to New Investors/Investors under the SSSHA.
2. Clause 1.1.16 shall be redrafted as below:
“Cause” or “Event of Default” means any of the following events:
 - i. Willful default, misconduct and negligence by a Founder or employees company in his/ Her dealings with the Company causing material losses or damage to the Company;
 - ii. breach by a Founder or employees of Company of:
 - a) obligations and restrictions on transferability of his/her Shares; or
 - b) the undertakings and covenants of the Founder as provided under this Agreement; or
 - c) obligations and restrictions under the Founders’ and Employees employment agreement; or
 - d) obligations provided in Transaction Documents and any material representations and warranties made by the Company and the Founder that have a Material Adverse Effect on the transaction as contemplated herein, provided however, such Material Adverse Effect has not occurred due to a Force Majeure Event;
3. Unless specified herein, on and from the Effective Date of this Addendum, all the definitions provided under Clause 1 of the SSSHA shall apply *mutatis mutandis* to include DVF and Dev Accelerator as it includes Existing Investors, IPV Investors and FirstPort Capital as may be applicable.
4. Unless specified herein, on and from the Effective Date of Addendum, Clause 1.1.41(a), shall be inserted after Clause 1.1.42 as provided below:

“New Investors Subscription Securities” shall mean Pre-Series A1 CCPS to be issued to the New Investors at a price of INR 4517 (Indian Rupees Four Thousand Five hundred & seventeen Only) per Pre-Series A1 CCPS including the nominal value of INR 10 (Indian Rupees Ten Only) and premium of INR (Indian Rupees 4507 Only), free of all Encumbrances and provided in detail in Clause 5.3
5. Unless specified herein, on and from the Effective Date of Addendum, Clause 1.1.42(a), shall be inserted after Clause 1.1.42 as provided below:

DVF and Dev Accelerator Subscription Amount” shall mean INR **78,09,893** /- (Indian Rupees Seventy Eight Lacs Nine Thousand Eight Hundred and Ninety Three only) to be paid by the DVF and Dev Accelerator to the Company as consideration for the DVF and Dev Accelerator Subscription Securities provided in detail in Clause 5.3 and Schedule A
6. Unless specified herein, on and from the Effective Date of Addendum, Clause 1.1.43(a), shall be inserted after Clause 1.1.43 as provided below:

“DVF and Dev Accelerator Subscription Securities” shall mean 1729 Pre-Series A1 CCPS, to be issued to the DVF and Dev Accelerator at a price of INR 4517 (Indian Rupees -Four Thousand Five hundred &

seventeen Only) per Pre Series A1 CCPS, including the nominal value of INR 10 (Indian Rupees Ten Only) and premium of INR (Indian Rupees 4507 Only), free of all Encumbrances and provided in detail in Clause 5.3 and Schedule A

7. Unless specified herein, on and from the Effective Date of Addendum, DVF and Dev Accelerator have all rights and privileges ranking *pari-passu* with the rights available to New Investors/Investors/IPV/First Port Nominee Director/Observer under the SSSHA including Clause 8 (Right to appoint a Board observer, consent in the reserved matter etc.); Clause 13 (Lock in period, custody and release / transfer of promoter restricted shares); Clause 10 (Information Rights); Clause 12 (Exit rights); Clause 15 (Pre-emptive Rights); Clause 17 (Anti-dilution Protection); Clause ; Clause 18 (Liquidation Preference); Clause 10 (information and Inspection Rights); clause 14 (Restriction On Founders' Shares); Clause 16 (Investment Facilitator's First Pre-Emptive Right); Schedule F (Condition Precedent); Schedule H (Condition Subsequent); Schedule I (Representations and Warranties).

Annexure 1 of this Addendum shall be inserted as Schedule A-Part III (DVF & Dev Accelerator) after existing Schedule A-Part II of the SSSHA (List of IPV Investors)

8. The Schedule C of the SSSHA shall stand replaced by Annexure 2 of this Addendum.
9. The Addendum shall form an integral part and parcel of Share Subscription and Shareholders Agreement dated 16th September, 2021 and shall remain in force and valid as per the terms of the Agreement. This Addendum read together with the SSSHA shall be sole agreement governing the rights and obligations of the Parties with respect to the subject matter hereof. Except as set forth in this Addendum, the SSSHA remains unmodified and in full force and effect and nothing in this Addendum shall be construed as a waiver, variation or amendment of any of the other provisions of the SSSHA.
10. The terms used in this Addendum to Share Subscription and Shareholders Agreement shall have the same meaning as ascribed to them in SSSHA.
11. All clauses, terms and conditions, annexures of SSSHA and Addendum to Share Subscription and Shareholders Agreement shall remain in full force and effect and unmodified unless provided herein.
12. Provisions of Clause 24 of the SSSHA shall apply to this Addendum, *mutatis mutandis*.
13. Non-Compliance: If Company does any Cash transactions above the levels of 1.5% of the preceding 12 (Twelve) months Revenue, investors will be entitled for an immediate exit and will receive the capital back. The per share amount will be determined basis the valuation arrived from using the same revenue to Valuation multiple used in current round where revenue will be counted as revenues from the preceding 12 (Twelve) months Revenue including Revenue generated in Cash (if any)
14. Debt: If Promoters of the Company raise additional debt without the written consent of investors, Company will have to pay a hefty penalty of INR 5,00,000 (Five Lakhs) to the Investor.
15. Terms of Investment of Dev Accelerator Private Limited, shall be read with Co-working Space agreement Dated 10th November, 2021.

{Signatories to follow}

WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum to the SSSHA, all the original copies hereto, on the date first above written:

For **Growfitter Private Limited**,



Signed and delivered by **Mr. Sanmati Anilkumar Pande**,

Designation: Founder 1

Signed and delivered by
Name: **Sanmati Anilkumar Pande**
Designation: Director



Signed and delivered by **Mr. Harshit Sethy**,

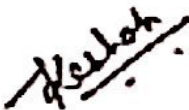


Designation: Founder 2

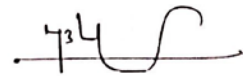
Existing Investors:



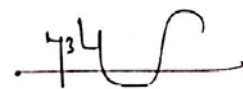
Signed and delivered by
Mr. Sambhav Jain



Signed and delivered by
Mr. Karan Shah

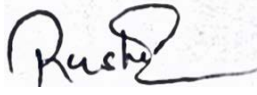


Signed on behalf of
Angel Investors



Sign on behalf of
Soham Vencaps(VC)

For and behalf of
**LAS OLAS VENTURES LLP (DEVX
VENTURE FUND)**




Name – Mr. Rushit Shardulkumar Shah
Designation – Designated Partner

For and behalf of
Dev Accelerator Private Limited (Dev Accelerator Private Limited)



Name – Mr. Umesh Satishkumar Uttamchandani
Designation – Director
Date –

For and behalf of
Unitive Ventures LLP (DEVX VENTURE FUND)



Name – Mr. Tejas Majithia
Designation – Designated Partner
Date –

ANNEXURE 1
List of DVF and Dev Accelerator

Name	No of Shares	Investment Amount (in Rs)
Las Olas Venture LLP	333	15,04,161.00
Unitive Venture LLP	333	15,04,161.00
Dev Accelerator Private Limited	1063	48,01,571.00
Total	1729	78,09,893.00

ANNEXURE 2

CAPITAL STRUCTURE OF THE COMPANY ON THE CLOSING DATE

NOTE: The shareholding percentages in the above charts are on Fully Diluted Basis and considering investment by DVF and Dev Accelerator Group II in accordance with Annexure 2.

1. Authorised Share Capital (Face Value of Rs. 10/- each): Rs. 10,00,000/-

- a. Authorised Equity Share Capital: Rs.7,00,000/-
- b. Authorised Preference Share Capital: Rs. 3,00,000/-

2. Paid-up Share Capital (Face Value of Rs. 10/- each): Rs. 5,95,780/-

(41379 equity shares of Rs. 10/- each, 9755 Seed Round Compulsorily Convertible Preference Shares of Rs. 10/- each and 7765 Pre-Series A1 Compulsorily Convertible Preference Shares of Rs. 10/- each)

- a. Paid-up Equity Shares & CCPS (Face Value of Rs. 10/- each):

S.No.	Name	Shareholder Category (Founder / Affiliate / Investor)	Type	No. of Share	Percentage
1	Sanmati Pande	Founder	Equity	21521	32.9%
2	Harshit Sethy	Co-founder	Equity	15231	23.3%
3	Angel Investors	Other shareholders	Equity	4627	7.1%
4	SAN & Angel Investors	Other shareholders	CCPS	765	1.2%
5	Soham Vencaps (VC)	Other shareholders	CCPS	9559	14.6%
6	First Port Capital	Other shareholders	CCPS	3228	4.9%
7	IPV Ventures	Other shareholders	CCPS	3968	6.1%
Alloted Shares				58899	90.2%
8	ESOP Pool	Employees	Equity	6430	9.8%
Total Share				65329	100%

- b. Paid-up Pre-Series A1 Compulsorily Convertible Preference Shares issued to Pre-Series A1 CCPS Investors
(Face Value of Rs. 10/- each):

Subscription Price per Pre-Series A1 CCPS:

New Investors: INR. 4517/-

Name	No of Shares	Investment Amount (in Rs)	Type of Equity	% Share Holding
Las Olas Venture LLP	333	15,04,161.00	CCPS	0.50%
Unitive Venture LLP	333	15,04,161.00	CCPS	0.50%
Dev Accelerator Private Limited	1063	48,01,571.00	CCPS	1.59%
Total	1729	78,09,893.00		2.58%

