



सत्यमेव जयते

INDIA NON JUDICIAL

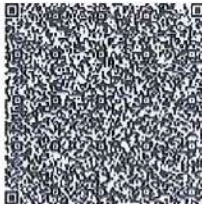
Government of National Capital Territory of Delhi

₹5,000

e-Stamp

Certificate No. : IN-DL56618718759539V
Certificate Issued Date : 02-Feb-2023 06:36 PM
Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL-Self86369362053259V
Purchased by : SONIYA GUPTA SONIYA GUPTA
Description of Document : Article 46 Partnership
Property Description : SPITI PROJECTS LLP SUPPLEMENTARY DEED
Consideration Price (Rs.) : 2,00,00,000
(Two Crore only)
First Party : ROHIT DALAL
Second Party : ASHISH DALAL
Stamp Duty Paid By : ROHIT DALAL
Stamp Duty Amount(Rs.) : 5,000
(Five Thousand only)

₹5,000



SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCILESTAMP.COM

IN-DL56618718759539V

Please write or type below this line

For Smridhi Realty and Trade LLP

[Signature]
Designated Partner

For Smridhi Realty and Trade LLP

[Signature]
Designated Partner



For SPITI PROJECTS LLP

[Signature]

Designated Partner

For SPITI PROJECTS LLP

[Signature]

Designated Partner

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.

SUPPLEMENTARY LLP AGREEMENT

This Supplementary Agreement to Limited Liability Partnership is supplemental to the LLP Agreement dated this 18th January 2023 vide stamp paper (Certificate no.) IN-DL49452713477358V made and executed on this 02nd day of February 2023 by and between;

AMONGST

1. **Rohit Dalal** S/o Shri Jai Parkash Dalal residing at 1809, Section 17 A Gurgaon, Haryana-122001 (hereinafter referred to as the 'Existing partner' of the **First Party** and;
2. **Ashish Dalal** S/o Shri Jai Parkash Dalal residing at 1809, Sector 17 A Gurgaon, Haryana-122001 (hereinafter referred to as the 'Existing partner' of the **Second Party** and;
3. **M/s Smridhi Realty and Trade LLP** having LLPIN: AAH-4428 and PAN: ADDFS9698G, having registered office at A-23, New Office Complex, Defence Colony, New Delhi 110024 (hereinafter referred to as the 'Partner' of the **Third Party**) through its following two Nominees;

i. Mr. Mayur Gupta having DIN No. 00131376 S/o Prem Gupta and R/o C - 39, South Extension Part II, New Delhi 110049 acting as Designated Partner

and/or

ii. Mr. Gaurav Gupta having DIN 00047372 S/o Mr. Prem Gupta and R/o 18, Teen Murti Lane, New Delhi 110011 acting as Designated Partner

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Existing partners incorporated the limited liability partnership with the name and style of **SPITI PROJECTS LLP** (hereinafter referred as LLP) under the Limited Liability Partnership Act, 2008 and to carry on business collectively on 18/01/2023 with LLP identification No. ABZ-8812 as issued by Ministry of Corporate Affairs (MCA), further the LLP Agreement was executed on 18TH day of January, Two Thousand and Twenty-Three.

For Smridhi Realty and Trade LLP


Designated Partner

For Smridhi Realty and Trade LLP


Designated Partner

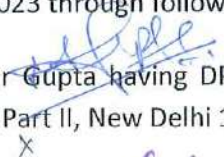
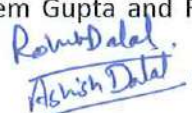
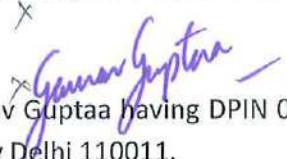
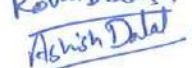
For SPITI PROJECTS LLP


Designated Partner

For SPITI PROJECTS LLP


Designated Partner

And whereas, M/s Smridhi Realty and Trade LLP has expressed its desire to join the LLP as Partner and approached the existing partners for the same and the Existing partners have agreed to admit M/s Smridhi Realty and Trade LLP (Third Party) as the New Partner in LLP w.e.f. 02.02.2023 through following individuals as its Nominee Designated Partner(s);

- i. Mr. Mayur Gupta having DPIN No. 00131376 S/o Prem Gupta and R/o C - 39, South Extension Part II, New Delhi 110049  and/or 
X  
- ii. Mr. Gaurav Gupta having DPIN 00047372 S/o Mr. Prem Gupta and R/o 18, Teen Murti Lane, New Delhi 110011.

And whereas the FIRST, SECOND & THIRD PARTY has agreed to increase the contribution in the said LLP.

And whereas it is now proposed to execute this supplementary deed recording induction of new partners, increase in contribution and other terms as agreed among partners.

NOW HEREBY AGREED BY AND AMONGST THE PARTIES HERETO BY EXECUTING THE SUPPLEMENTARY LLP AGREEMENT OF LIMITED LIABILITY PARTNERSHIP AS TO AMEND AND INCLUDE

1. This agreement will be effective from the 02nd Day of February 2023.
2. The Limited Liability Partnership (LLP) shall be carried on in the name and style of M/s. SPITI PROJECTS LLP having LLP Identification No. **ABZ-8812**.
3. The "SPITI PROJECTS LLP" (The LLP) shall have its registered office at 14/6, Jangpura, Extension, New Delhi-110014 India, and/or at such other place or places, as shall be agreed to by all the partners from time to time. The LLP can change its registered office at any time within the state as mutually agreed by all the partners.
4. It has been unanimously agreed by the existing partners of the LLP to take Ms/ Smridhi Realty and Trade LLP as its new Partner and Smridhi Realty and Trade LLP has agreed to act as the Partner to the LLP.



For Smridhi Realty and Trade LLP


Designated Partner

For Smridhi Realty and Trade LLP

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Designated Partner

For SPITI PROJECTS LLP


Designated Partner

For SPITI PROJECTS LLP


Designated Partner

5. The first and the second party shall be the partner(s) as well as the Designated Partner(s) and the Third party shall be represented by two Nominees, who shall act on behalf of the Third Party as the Designated Partner(s) of the "SPITI PROJECTS LLP" in terms of the Requirement of the Limited Liability Partnership Act, 2008. Presently, the Third party shall be represented by following nominees as its Designated Partners;

i. Mr. Mayur Gupta having DPIN No. 00131376 S/o Prem Gupta and R/o C - 39, South Extension Part II, New Delhi 110049

and/or

ii. Mr. Gaurav Gupta having DPIN 00047372 S/o Mr. Prem Gupta and R/o 18, Teen Murti Lane, New Delhi 110011

6. The revised Contribution of the "SPITI PROJECTS LLP" shall be Rs. 200,00,000/- (Rupees Two Crore Only), the additional contribution of Rs. 199,00,000/- shall be contributed by the partners in the following proportions:

First Designated Partner contribution shall be Rs.39,50,000/- (Rupees Thirty Nine Lakh Fifty Thousand only) AND

Second Designated Partner contribution shall be Rs. 45,50,000/- (Rupees Forty Five Lakh Fifty Thousand only) AND

Third Partner M/s Smridhi Realty and Trade LLP's contribution shall be Rs. 114,00,000/- (Rupees One Crore Fourteen Lakh only).

And now, the Revised total contribution shall be as follows:

First Designated Partner contribution shall be Rs.40,00,000/- (Rupees Forty Lakh only) AND

Second Designated Partner contribution shall be Rs. 46,00,000/- (Rupees Forty Six Lakh only) AND



For Smridhi Realty and Trade LLP

[Signature]
Designated Partner

For Smridhi Realty and Trade LLP

[Signature]
Designated Partner

For SPITI PROJECTS LLP

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Designated Partner

For SPITI PROJECTS LLP

[Signature]
Designated Partner

Third Partner M/s Smridhi Realty and Trade LLP's contribution shall be Rs. 114,00,000/- (Rupees One Crore Fourteen Lakh only).

The "SPITI PROJECTS LLP" shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.

7. The following Designated Partners/Partner shall be entitled to Profit/Loss of the total profits and losses in the LLP as per their respective capital contributions in the LLP i.e.

Mr. Rohit Dalal	-	20%
Mr. Ashish Dalal	-	23%
M/s Smridhi Realty And Trade LLP -		57%

8. The business of LLP shall be to carry the business as per the original LLP agreement dated 18th January, 2023.

Admission of New Partner

9. No Person may be introduced as a new partner without the consent of all the existing contributing partners. Such incoming partner shall give his / its prior consent to act as Partner of the "SPITI PROJECTS LLP".
10. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution.
11. The Profit-sharing ratio of the incoming partner will be in proportion to the capital contribution towards "SPITI PROJECTS LLP".

Rights of Partner

12. All the contributing partners hereto shall have the rights, title and interest in all the assets and properties in the said "SPITI PROJECTS LLP" in the proportion of their Contribution.
13. Every partner has a right to have access to and to inspect and copy any books of the "SPITI PROJECTS LLP".



For Smridhi Realty and Trade LLP

[Signature]
Designated Partner

For Smridhi Realty and Trade LLP

[Signature]
Designated Partner

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For SPITI PROJECTS LLP

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Designated Partner

For SPITI PROJECTS LLP

[Signature]
Designated Partner



14. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the "SPITI PROJECTS LLP" shall have no objection thereto provided that the said partner has intimated the said fact to the "SPITI PROJECTS LLP" before the start of the independent business and moreover they shall not uses the name of the "SPITI PROJECTS LLP" to carry on the said business.
15. "SPITI PROJECTS LLP" shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LLP.
16. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the "SPITI PROJECTS LLP" shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
17. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the "SPITI PROJECTS LLP".
18. Any of the designated partner nominated by the M/s Smridhi Realty and Trade LLP shall be authorized to sign, deal and execute any document or transaction on behalf of the Third Party.

Duties of Partners

19. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.

For Smridhi Realty and Trade LLP

Designated Partner

For Smridhi Realty and Trade LLP

Designated Partner

For SPITI PROJECTS LLP

Designated Partner

For SPITI PROJECTS LLP

Designated Partner



20. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
21. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
22. In case any of the Partners of the "SPITI PROJECTS LLP" desires to transfer or assign his interest or shares in the LLP he has to offer the same to the remaining partners by giving 15 days' notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.
23. No partner shall without the written consent of the "SPITI PROJECTS LLP";
- I. Employ any money, goods or effects of the "SPITI PROJECTS LLP" or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
 - II. Lend money or give credit on behalf of the "SPITI PROJECTS LLP" or to have any dealings with any persons, LLP or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
 - III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the "SPITI PROJECTS LLP" property or any part thereof may be seized.
 - IV. Assign, mortgage or charge his or her share in the "SPITI PROJECTS LLP" or any asset or property thereof or make any other person a partner therein.
 - V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the "SPITI PROJECTS LLP" except upon the written consent given by the other partner.

Meeting

For Smridhi Realty and Trade LLP


Designated Partner

For Smridhi Realty and Trade LLP


Designated Partner

For SPITI PROJECTS LLP


Designated Partner

For SPITI PROJECTS LLP


Designated Partner



24. The matters related to the "Spiti Projects LLP" as mentioned in Schedule II to the LLP Agreement dated 18.01.2023 shall be decided by a resolution passed by the contributing partners, and for the purpose, the First Party and the Second party shall be collectively referred to as one group of partners i.e. "Group A" and Third party shall be referred to as "Group B". Each group shall have one vote each and all the matters shall be decided as mutually agreed.
25. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their registered address or by mail at the Email ids provided by the respective Partners in writing to the "SPITI PROJECTS LLP". In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if all of the partners agrees in writing to the same before the meeting.
26. The meeting of Partners shall ordinarily be held at the registered office of the "SPITI PROJECTS LLP" or at any other place as per the mutual convenience of partners.
27. The meeting of the Partners may be conducted through any audio visual means and in urgent situation where the audio visual means are not possible, the meeting may be conducted through teleconferencing subject to the consent of all the partners prior to the meeting.
28. Limited Liability Partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the "SPITI PROJECTS LLP". Further, before recording the same in the minutes book, the draft of the minutes shall be circulated to all the designated partners and atleast 10 days time must be given to all the partners for comments.
29. Each partner shall;
- Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the "SPITI PROJECTS LLP" assets against the same and all proceedings, costs, claims and demands in respect thereof.

For Smridhi Realty and Trade LLP

Designated Partner

For SPITI PROJECTS LLP

Designated Partner

For Smridhi Realty and Trade LLP

Designated Partner

For SPITI PROJECTS LLP

Designated Partner



- II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the "SPITI PROJECTS LLP" business and they all shall be the working partners.

Duties of Designated Partner

30. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
31. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
32. The "SPITI PROJECTS LLP" shall pay such remuneration to the Designated Partner as may be mutually decided by the Partners, for rendering his services as such.
33. The "SPITI PROJECTS LLP" shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of existing Partners

34. Partner may cease to be partner of the "SPITI PROJECTS LLP" by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
35. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of "SPITI PROJECTS LLP" with fraudulent purpose.
36. The "SPITI PROJECTS LLP" can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

For Smridhi Realty and Trade LLP

Designated Partner

For Smridhi Realty and Trade LLP

Designated Partner

For SPITI PROJECTS LLP

Designated Partner

For SPITI PROJECTS LLP

Designated Partner



Extent of Liability of LLP

37. "SPITI PROJECTS LLP" is not bound by anything done by a partner in dealing with a person if;

- I. the partner in fact has no authority to act for the "SPITI PROJECTS LLP" in doing a particular act; and
- II. the person knows that he has no authority or does not know or believe him to be a partner of the "SPITI PROJECTS LLP".

Miscellaneous Provisions

38. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him;

- I. in the ordinary and proper conduct of the business of the limited liability partnership; or
- II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

39. The books of accounts of the firm shall be kept at the registered office of the "SPITI PROJECTS LLP" for the reference of all the partners.

40. The accounting year of the "SPITI PROJECTS LLP" shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this LLP till 31st March of the subsequent year.

41. It is expressly agreed that the bank account of the "SPITI PROJECTS LLP" shall be operated by the Partner/ Designated Partner as may be mutually decided, through resolution, from time to time.

42. This Supplementary Agreement supersedes LLP Agreement dated 18.01.2023 and in the event of any conflict, terms of this Supplementary Agreement shall prevail.

For Smridhi Realty and Trade LLP

Designated Partner

For SPITI PROJECTS LLP

Designated Partner

For Smridhi Realty and Trade LLP

Designated Partner

For SPITI PROJECTS LLP

Designated Partner



43. All disputes between the partners or between the Partner and the "SPITI PROJECTS LLP" arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the
For and on behalf of
SPITI PROJECTS LLP

For SPITI PROJECTS LLP

Rohit Dalal
Designated Partner

ROHIT DALAL
(Designated Partner)
DPIN: 02644318

For SPITI PROJECTS LLP

Ashish Dalal
Designated Partner

ASHISH DALAL
(Designated Partner)
DPIN: 05279186

M/s SMRIDHI REALTY AND TRADE LLP
Through its Nominees

For Smridhi Realty and Trade LLP

Mayur Gupta
Designated Partner

MAYUR GUPTA
(Designated Partner)
DPIN: 00131376

For Smridhi Realty and Trade LLP

Gaurav Gupta
Designated Partner

GAURAV GUPTAA
(Designated Partner)
DPIN: 00047372

Witness:

1. VAIBHAV DALAL
2402 Sector 13 Bhumi
HARYANA - 127021

2. MB
Manish Bhupinder Kumar Bakshi
Flat No 204, Tower 6 BPTP Park Generations
Sector 37D, Gurgaon, Haryana, 122001

ATTESTED

RAM NIWAS MALIK, ADVOCATE
NOTARY, GURUGRAM (HR.) INDIA