

LLP AGREEMENT

(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of LLP made at, Delhi, India this 18th Day of January 2023.

BETWEEN

1. **I Rohit Dalal** S/o Shri Jai Parkash Dalal residing at 1809, Sector 17 A Gurgaon, Haryana-122001 India which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST Designated Partner**, and
2. **I Ashish Dalal** S/o Shri Jai Parkash Dalal residing at 1809, Sector 17 A Gurgaon, Haryana-122001 India which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND Designated Partner**.

NOW, All The above Mentioned Parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intends to write down the terms and conditions of the said formation and

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

1. A Limited Liability Partnership shall be carried on in the name and style of M/S SPITI PROJECTS LLP and hereinafter called as **SPITI PROJECTS LLP**.
2. "The **"SPITI PROJECTS LLP"** shall have its registered office at 14-G, Jangpura Extension, New Delhi-110014 India and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time. The LLP can change its registered office at any time within the state as agreed by the majority of the partners from time to time
3. The Contribution of the **"SPITI PROJECTS LLP"** shall be Rs. 1,00,000 (Rupees One Lakh Only) which shall be contributed by the partners in the following proportions:

First Designated Partner shall contribute Rs. 50,000/- (Rupees Fifty Thousand only).

Second Designated Partner shall contribute Rs. 50,000/- (Rupees Fifty Thousand only).

For SPITI PROJECTS LLP

Rohit Dalal

Designated Partner

For SPITI PROJECTS LLP

Ashish Dalal

Designated Partner



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.

4. First and Second Designated Partner shall be entitled to 50% each of the total profits and losses in the LLP.
5. The business of the "SPITI PROJECTS LLP" shall be for carrying on the following business, namely, to carry on the business of real estate development, to acquire, purchase, prepare, exchange, hire, let out, lease, rent, buy, sell, construct, reconstruct, build, develop, promote, execute, undertake, contract, maintain, manage, run model, remodel, erect, demolish, alter, furnish, improve, enlarge, pull down, decorate or otherwise deal in land, building, real estate, properties, furniture, fittings, provision of amenities, and services for commercial and industrial complexes, residential complexes, multi-purpose housing, office building, houses, flats, apartments, hospitals, shopping malls, hotels, resorts, motels, holiday homes, restaurants, special economic zones, amusement parks, IT parks, Cineplexes, Multiplexes, auditoriums, highways, bridges, golf courses, film city, clubs, educational institutions, places of worship, conference rooms, library, dairy farm, agro projects and all other kinds of movable as well as immovable properties and to carry on the business of purchase, sale of building materials, construction, development, erection, expansion, designing, modernization, management and maintenance of infrastructure projects like roads, highways, bridges, flyover, airports, ports, railways, sewerage, storm water, environmental engineering and management, sanitation, water-ways, sewerage disposal, industrial estates, developers, industrial parks, food parks, biotechnology parks, diagnostics centers, hospitals, nursing homes or any other facility of similar nature and to act as consultants, advisors, agents, maintenance service providers for real estate and properties and mobilize resources and to arrange both private and /or government sector participation for development of real estate and infrastructure projects either on its own, and /or in agreement, arrangement, association, collaboration, and joint venture with any individual body or bodies or corporate partnership firms, company or other organizations, Central or State Government etc., infrastructure projects.
6. Interest at the rate of 12% (twelve percent) per annum or as may be prescribed under section 40(b)(iv) of the Income Tax Act, 1961, or any other applicable provision as may be in force in the Income tax assessment of the LLP for the relevant financial Year, shall be payable to the Partners on the amount standing to the credit of the account of Partners. Such interest shall be calculated and credited to the account of such partner at the close of the financial year. However, the rate of interest could be nil or lower than 12% (twelve percent) as may be agreed to by and between the Parties from time to time.

For SPITI PROJECTS LLP

Rohit Dahiya

Designated Partner



For SPITI PROJECTS LLP

Achish Dahiya

Designated Partner

7. If any Partner shall advance any some of money to the LLP over and above its due contribution towards the Capital, the same shall be a debt, due from LLP to the Partner advancing the same, and such amounts shall carry simple interest at such rates as may be decided by Parties unanimously.

Admission of New Partner

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

Rights of Partner

11. All the 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.
12. Every partner has a right to have access to and to inspect and copy any books of the "SPITI PROJECTS LLP".
13. 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 he shall not uses the name of the "SPITI PROJECTS LLP" to carry on the said business.
14. "SPITI PROJECTS LLP" shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LLP.
15. 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

For SPITI PROJECTS LLP

Rohit Datta

Designated Partner



For SPITI PROJECTS LLP

Ashish Datta

Designated Partner

shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.

16. 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".

Duties of Partners

17. 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.
18. 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.
19. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
20. 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.
21. 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.

For SPITI PROJECTS LLP

Rohit Dalal

Designated Partner



For SPITI PROJECTS LLP

Ashish Dalal

Designated Partner

- 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

22. All the matters related to the "SPITI PROJECTS LLP" as mentioned in schedule II to this agreement shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.
23. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written 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 majority of the partners agrees in writing to the same either before or after the meeting.
24. 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 convenience of partners.
25. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
26. Every 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".
27. Each partner shall--
- I. 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.
 - 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

28. The Authorised representative of First Party and the Second Party shall act as the Designated Partner of the "SPITI PROJECTS LLP" in terms of the requirement of the Limited Liability Partnership Act, 2008.
29. 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.

For SPITI PROJECTS LLP
Rohit Dahiya
Designated Partner



For SPITI PROJECTS LLP

Achish Dahiya
Designated Partner

30. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
31. The "SPITI PROJECTS LLP" shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
32. 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

33. 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.
34. 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.
35. 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.

Extent of Liability of LLP

36. "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

37. 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.

For SPITI PROJECTS LLP

Rohit Datta

Designated Partner



For SPITI PROJECTS LLP

Achish Datta

Designated Partner

38. 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.
39. 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.
40. It is expressly agreed that the bank account of the "SPITI PROJECTS LLP" shall be operated by anyone of the Partner/ Designated Partner or the Power of Attorney Holder with regard to the same.
41. 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

Rohit Dalal

ROHIT DALAL
(Designated Partner)
DIN: 02644318

For SPITI PROJECTS LLP

Ashish Dalal
Designated Partner

ASHISH DALAL
(Designated Partner)
DIN: 05279186

Witness:

a) *Balal Bimlesh DALAL*
W/o J.P. DALAL
1809 Sector 17A Gurgaon

b) *Nandini Singh*
W/o Rohit Dalal
1809 Sector 17A Gurgaon



ATTESTED

RAM NIWAS MALIK, ADVOCATE 8 JAN 2023
NOTARY, GURUGRAM (HR.) INDIA

SCHEDULE 1

(A) THE MAIN OBJECTS TO BE PURSUED BY THE LLP ON ITS INCORPORATION ARE:-

1. To purchase any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to develop and construct thereon residential, commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s).
2. To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost in lumpsum or easy installments or by hire purchase system and otherwise.
3. To purchase, sell and otherwise to carry on the business such as builders, contractors, engineers, Estate agents, decorators and surveyors.
4. To purchase for resale and to trade in land and house and other immoveable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.

(B) THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:

1. To acquire by purchase, lease, exchange or otherwise any movable or immovable property and any rights or privileges which the LLP may deem necessary or convenient for the purpose of its main business.
2. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with persons or companies carrying on or engaged in the main business or transaction of this LLP.
3. To import, buy, exchange, alter, improve and manipulate in all kinds of plants, machinery, apparatus, tools and things necessary or convenient for carrying on the main business of the LLP.
4. To vest any movable or immovable property, rights or interests required by or received or belonging to the LLP in any person or LLP on behalf of or for the benefit of the LLP and with or without any declared trust in favour of the LLP.

For SPITI PROJECTS LLP
Rohit Dabla
Designated Partner



For SPITI PROJECTS LLP
Achish Dabla
Designated Partner

5. To purchase or otherwise acquire, build, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any plants, warehouse, sheds, offices, shops, stores, buildings, machinery, apparatus, labour lines, and houses, warehouses, and such other works and conveniences necessary for carrying on the main business of the LLP.
6. To undertake or promote scientific research relating to the main business or class of business of the LLP.
7. The business of the "SPITI PROJECTS LLP" shall be for carrying on the following business, namely, to carry on the business of real estate development, to acquire, purchase, prepare, exchange, hire, let out, lease, rent, buy, sell, construct, reconstruct, build, develop, promote, execute, undertake, contract, maintain, manage, run model, remodel, erect, demolish, alter, furnish, improve, enlarge, pull down, decorate or otherwise deal in land, building, real estate, properties, furniture, fittings, provision of amenities, and services for commercial and industrial complexes, residential complexes, multi-purpose housing, office building, houses, flats, apartments, hospitals, shopping malls, hotels, resorts, motels, holiday homes, restaurants, special economic zones, amusement parks, IT parks, Cineplexes, Multiplexes, auditoriums, highways, bridges, golf courses, film city, clubs, educational institutions, places of worship, conference rooms, library, dairy farm, agro projects and all other kinds of movable as well as immovable properties and to carry on the business of purchase, sale of building materials, construction, development, erection, expansion, designing, modernization, management and maintenance of infrastructure projects like roads, highways, bridges, flyover, airports, ports, railways, sewerage, storm water, environmental engineering and management, sanitation, water-ways, sewerage disposal, industrial estates, developers, industrial parks, food parks, biotechnology parks, diagnostics centers, hospitals, nursing homes or any other facility of similar nature and to act as consultants, advisors, agents, maintenance service providers for real estate and properties and mobilize resources and to arrange both private and /or government sector participation for development of real estate and infrastructure projects either on its own, and /or in agreement, arrangement, association, collaboration, and joint

For SPITI PROJECTS LLP

Rohit Dalal

Designated Partner

For SPITI PROJECTS LLP

Ashish Dalal

Designated Partner



venture with any individual body or bodies or corporate partnership firms, company or other organizations, Central or State Government etc., infrastructure projects

8. To acquire and takeover the whole or any part of the business, goodwill, trade-marks properties and liabilities of any person or persons, firm, companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on business this LLP is authorised to carry on, possession of any property or rights suitable for the purpose of the LLP and to pay for the same either in cash or in shares or partly in cash and partly in shares or otherwise.
9. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organisation for technical, financial or any other such assistance for carrying out all or any the main objects of the LLP or for the purpose of activity research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formulas and patent rights for furthering the main objects of the LLP.
10. To amalgamate with any other LLP of which all or any of their objects LLP's having similar to the objects of the LLP in any manner whether with or without the liquidation.
11. Subject to any law for the time being in force, to undertake or take part in the formation, supervision or control of the business or operations of any person, firm, body corporate, association undertaking carrying on the main business of the LLP.
12. To apply for, obtain, purchase or otherwise acquire and prolong and renew any patents, patent-rights, brevets, inventions, processes, scientific technical or other assistance, manufacturing processes know-how and other information, designs, patterns, copyrights, trade-marks, licenses concessions and the like rights or benefits, conferring an exclusive or non-exclusive or limited or unlimited right of use thereof, which may seem capable of being used for or in connection with the main objects of the LLP or the acquisition or use of which may seem calculated directly or indirectly to benefit the LLP on payment of any fee royalty or other consideration and to use, exercise or develop the same under or grant licenses in respect thereof or otherwise

For SPITI PROJECTS LLP

Rohit Datal

Designated Partner



For SPITI PROJECTS LLP

Ashish Datal

Designated Partner

deal with same and to spend money in experimenting upon testing or improving any such patents, inventions, right or concessions.

13. To apply for and obtain any order under any Act or Legislature, charter, privilege concession, licence or authorisation of any Government, State or other Authority for enabling the LLP to carry on any of its main objects into effect or for extending any of the powers of the LLP or for effecting and modification of the constitution of the LLP or for any other such purpose which may seem expedient and to oppose any proceedings or applications which may seem expedient or calculated directly or indirectly to prejudice the interest of the LLP.
14. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the LLP or any of them and to obtain from any such Government, authority, person or LLP any rights, charters, contracts, licences and concessions which the LLP may think desirable to obtain and to carry out, exercise and comply therewith.
15. To procure the LLP to be registered or recognised in or under the laws of any place outside India and to do all act necessary for carrying on in any foreign country for the business or profession of the LLP.
16. To draw, make, accept, discount, execute and issue bills of exchange, promissory notes bills of lading, warrants, debentures and such other negotiable or transferable instruments, of all types or securities and to open Bank Accounts of any type and to operate the same in the ordinary course of the LLP.
17. To advance money either with or without security, and to such persons and upon such terms and conditions as the LLP may deem fit and also to invest and deal with the money of the LLP not immediately required, in or upon such investments and in such manner as, from time to time, may be determined, provided that the LLP shall not carry on the business of banking as provided in the Banking Regulations Act, 1949.
18. Subject to section 58-A and 282 of the companies Act, 1956 and the Regulations made thereunder and the Directions issued by the Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner and at such time or times as the LLP thinks fit and in particular by the issue of debentures, debentures-stock, perpetual or otherwise and to secure the repayment of any money

For SPITI PROJECTS LLP

Rohit Dalal

Designated Partner



For SPITI PROJECTS LLP

Ashwin Dalal

Designated Partner

borrowed, raised or owing by mortgage, charge or lien upon all or any of the properties, or assets or revenues and profits of the LLP both present and future, including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the LLP or any other person or LLP of any obligation undertaken by the LLP or such other person or LLP to give the lenders the power to sale and such other powers as may seem expedient and purchase redeem or pay off any such securities.

19. To undertake and execute any trusts, the undertaking of which may seem to the LLP desirable, either gratuitously or otherwise.
20. To establish, or promote or concur in establishing or promote any LLP for the purpose of acquiring all or any of the properties, rights and liabilities of the LLP.
21. To sell, lease, mortgage, exchange, grant licenses and other rights improve, manage, develop and dispose of undertakings, investments, properties, assets and effects of the LLP or any part thereof for such consideration as may be expedient and in particular for any shares, stocks, debentures or other securities of any other such LLP having main objects altogether or in part similar to those of the LLP.
22. To employ agents or experts to investigate and examine into the conditions, prospects value, character and circumstances of any business concerns and undertakings and generally of any assets properties or rights which the LLP purpose to acquire.
23. To accept gifts, bequests, devisers or donations of any movable or immovable property or any right or interests therein from members or others.
24. To create any reserve fund, sinking fund, insurance fund or any other such special funds whether for depreciation, repairing, improving, research, extending or maintaining any of the properties of the LLP or for any other such purpose conducive to the interest of the LLP.
25. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation, provident or gratuity funds for the benefit of and give or procure the giving of the donations, gratuities pensions, allowances, bonuses or emoluments of any persons who are or were at any time in the employment or service of the LLP or any LLP which is a subsidiary of the LLP or is allied to or associated with the LLP or with any such subsidiary LLP or

For SPITI PROJECTS LLP

Rohit Dahiya

Designated Partner



For SPITI PROJECTS LLP

Achish Dahiya

Designated Partner

who are or were at any time Directors or officers of the LLP or any other LLP as aforesaid and the wives, widows, families and dependents of any such persons and also to establish and subsidise and subscribe to any institutions, associations, club or funds calculated to be for the benefit of or advance aforesaid and make payments to or towards the insurance of any such persons as aforesaid and to do any of the matters aforesaid, either alone or in conjunction with any such other LLP as aforesaid.

26. To establish, for any of the main objects of the LLP, branches or to establish any firm or firms at places in or outside India as the LLP may deem expedient.
27. To pay for any property or rights acquired by or for any services rendered to the LLP and in particular to remunerate any person, firm or LLP introducing business to the LLP either in cash or fully or partly-paid up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the LLP has power to issue or by the grant of any rights or options or partly in one mode and partly in another and generally on such terms as the LLP may determine.
28. To pay out of the funds of the LLP all costs, charges and expenses of and incidental to the formation and registration of the LLP and any LLP promoted by the LLP and also all costs, charges, duties, impositions and expenses of and incidental to the acquisition by the LLP of any property or assets.
29. To send out to foreign countries, its director, employees or any other person or persons for investigation possibilities of main business or trade procuring and buying any machinery or establishing trade and business connections or for promoting the interests of the LLP and to pay all expenses incurred in the connection.
30. To compensate for loss of office of any Designated Partner or Partners or other officers of the LLP within the limitations prescribed under the Act, or such other statute or rule having the force of law and to make payments to any person whose office of employment or duties may be determined by virtue of any transaction in which the LLP is engaged.
31. To agree to refer to arbitration any dispute, present or future between the LLP and any other LLP, firm, individual or any other body and to submit the same to

For SPITI PROJECTS LLP

Rohit Dabel

Designated Partner



For SPITI PROJECTS LLP

Ashish Dabel

Designated Partner

arbitration in India or abroad either in accordance with Indian or any foreign system of law.

32. To appoint agents, sub-agents, dealers, managers canvassers, sales, representatives or salesmen for transacting all or any kind of the main business of which this LLP is authorised to carry on and to constitute agencies of the LLP in India or in any other country and establish depots and agencies in different parts of the world.

SCHEDULE 2

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY A MAJORITY IN NUMBER OF THE PARTNERS

- a. Change of Name of LLP
- b. Change in Contribution
- c. Admission of New Partner
- d. Change in LLP Agreement
- e. Any other change affecting the business of the LLP.

For SPITI PROJECTS LLP

Designated Partner

For SPITI PROJECTS LLP

Designated Partner



ATTESTED


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

18 JAN 2023